

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

June 21, 2023 - 9:00 AM

**Monterey Regional Airport
200 Fred Kane Drive, Suite 200**

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

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

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.

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

E. CONSENT AGENDA - ACTION ITEMS

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

- Approve 1. [Minutes of the Regular Board Meeting of May 17, 2023](#)
- Approve 2. [Minutes of the Special Board Meeting of May 31, 2023](#)
- Approve 3. [Minutes of the Air Carrier Service – Marketing – Community Relations Committee Meeting of June 7, 2023](#)

- Approve 4. [The Monterey Peninsula Airport District \(MPAD\) Mission and Vision Statement as Created During the Special Strategic Plan Workshop Meeting of the MPAD Board of Directors on November 4, 2022](#)

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. REGULAR AGENDA - ACTION ITEMS

- Introduction 1. Introduce New Del Rey Oaks Police Chief, Chris Bourquin
- Presentation 2. [Public Relations & Advertising Consultant Quarterly Report, Chris Chidlaw](#)
- Adopt 3. [Resolution No. 1845, A Resolution Authorizing and Approving the Rates and Charges at the Monterey Regional Airport for Fiscal Year 2024](#)
- Adopt 4. [Resolution No. 1846, A Resolution Authorizing and Approving the Fiscal Year 2024 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District](#)
- Adopt 5. [Resolution No. 1847, A Resolution Authorizing and Approving the Operating Budget of the Monterey Peninsula Airport District for Fiscal Year 2024](#)
- Adopt 6. [Resolution No. 1848, A Resolution Authorizing and Approving the Capital Budget of the Monterey Peninsula Airport District for Fiscal Year 2024](#)
- Adopt 7. [Resolution No. 1849, A Resolution Approving the Bid for the Commercial Apron Construction and Authorizing Execution of a Contract with Graniterock Vanguard, JV](#)
- Approve 8. [Amendment to the Professional Services Agreement with C&S Engineers Inc. to Provide Design Support Services for the Safety Enhancement Program \(SEP\) Taxiway A Relocation – Phase B2 Commercial Apron Construction Observations](#)
- Approve 9. [Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management Services in Support of the Safety Enhancement Program \(SEP\) Taxiway A Relocation – Phase B2 Commercial Apron Construction Observations](#)
- Adopt 10. [Resolution No. 1850, A Resolution Ratifying the Emergency Authorization and Allowing Expenditure of Funds for the Purchase of an EV Maintenance Truck](#)
- Action 11. [Governance Manual Modifications](#)
- Presentation 12. [Drone and Balloon Update](#)
- Discuss 13. Current Police Services Contract

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

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

AB1234. [The board receives department reports which do not require any action by the board.](#)

Standing Committees:

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

b. Ad-Hoc Committees:

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

c. Liaison/Representatives:

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

I. CLOSED SESSION

- 1. POTENTIAL LITIGATION.** Pursuant to Gov. Code 54957.6(b)(2), the board will meet with the Executive Director and General Counsel related to potential exposure to litigation: one case.
- 2. REAL PROPERTY NEGOTIATIONS.** Pursuant to Government Code section 54956.8, the Board will meet with Real Property Negotiators, Executive Director and General Counsel, regarding a portion of the property commonly known as APN Number 013-221-020-000.
- 3. QUARTERLY GOAL UPDATE.** Pursuant to Gov. Code section 54957(b)], the Board will meet with the Executive Director and District Counsel to consider the quarterly goal update related to the following position: Executive Director.

J. RECONVENE TO OPEN SESSION

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- Receive Report on Emergency Procedures and Preparedness
- Consider Revision to Board Governance Manual – Board Chair Review of Agendas Prior to Posting
- Consider Revision to District Contracting Procedures – RFPs to Stipulate that Proprietary Cost Data is to be Submitted Separately from the Main Proposal Document
- Consider Revision to Board Governance Manual – All RFPs for Services or Capital Projects to be Posted Prominently on the Website and Remain Posted until Awarded or Withdrawn

L. DISCUSSION OF FUTURE AGENDAS

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

M. ADJOURNMENT

AGENDA DEADLINE

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

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

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

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

May 17, 2023 - 9:00 AM

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

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A. CALL TO ORDER/ROLL CALL

Chair Sawhney called to order the regular meeting of the Monterey Peninsula Airport District Board of Directors at 9:06 AM. Directors Leffel and Sabo were present, and a quorum was established. Directors Pick and Miller were excused. The following staff were present: Executive Director La Pier, District Counsel Huber, Acting Board Secretary Adams, Deputy Executive Director Morello, and Controller Wilson.

B. PLEDGE OF ALLEGIANCE

Director Leffel led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Director Leffel announced she attended CSDA Legislative Days yesterday. Senator John Laird was honored as Legislator of the Year as recognition for authoring Senate Bill 418, creating the Pajaro Valley Healthcare District by urgency order within three weeks, preserving access to healthcare service for Pajaro Valley residents and allowing the return to public ownership of the Watsonville Community Hospital.

Director Leffel announced ACI has a new report titled Airport Insight Report which she asked to be shared with the board.

Director Sabo moved to add a discussion item to the agenda of the May 27, 2023 regular meeting about the ILS system issues and the impact on aircraft landings and takeoffs as this came to the attention of the Airport subsequent to posting the agenda, and under Government Code 54954.2 he asked the board to take action to amend the agenda to add Item G.0. Discussion - ILS System Issues and the

Impact on Aircraft Landings and Takeoffs. Chair Sawhney seconded the motion. The motion passed by a unanimous roll call vote of 3-0 with Directors Pick and Miller absent.

Chair Sawhney announced there were pending agenda items that have been identified and she intended to ask the board to add some of these to the next meeting agenda. The board discussed pending agenda items. Executive Director La Pier commented that some pending agenda items would be more appropriate with the full board in attendance.

The board discussed a pending consideration to revise the Board Governance Manual to stipulate the Chair review agendas prior to posting and in what ways the Governance Manual is tied to the Executive Director's employment contract. District Counsel Huber clarified that nothing that changes the Executive Director's relationship with the board can be modified during the contract period.

Director Leffel motioned to add the pending agenda item Six Month and Two-Year SEP Plan to the May 31, 2023 Special Meeting Agenda. Director Sabo seconded the motion. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Miller absent.

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Jean Rasch, a member of the public, an attorney, and District 3 resident read a prepared statement urging the board to reconsider hearing remote public comments.

E. CONSENT AGENDA - ACTION ITEMS

- Approve 1. Minutes of the Air Carrier Service – Marketing – Community Relations Committee Meeting of March 08, 2023
- Approve 2. Minutes of the Regular Board Meeting of April 27, 2023
- Approve 3. Minutes of the Budget & Finance Committee Meeting of May 2, 2023
- Approve 4. Minutes of the Adjourned Regular Board Meeting of May 3, 2023
- Approve 5. Minutes of the Budget & Finance Committee Meeting of May 9, 2023
- Approve 6. Director Sawhney's Request to Attend the AAAE Annual Conference & Exposition June 3 - 5, 2023 in Denver, CO (FY 2023)
- Approve 7. Director Miller's Request to Attend the CSDA Annual Conference & Exhibitor Showcase, August 28 – 31, 2023 in Monterey, CA
- Approve 8. Director Miller's Request to Attend ACI-NA Conference & Exhibition September 30 - Oct. 3, 2023 in Long Beach, CA
- Approve 9. Director Leffel's Request to Attend the CSDA Annual Conference & Exhibitor Showcase, August 28 – 31, 2023 in Monterey, CA
- Approve 10. Director Leffel's Request to Attend the ACI-NA Conference & Exhibition September 30 - Oct. 3, 2023 in Long Beach, CA
- Approve 11. Director Sabo's Request to Attend the ACI-NA Conference & Exhibition September 30 – Oct. 3, 2023 in Long Beach, CA

Chair Sawhney pulled Consent Agenda items E.1 – E.5. Director Sabo motioned to approve Consent Agenda Items E.6 – E.11. Director Leffel seconded the motion. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Miller absent.

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

Chair Sawhney referred to Item E.1 Minutes of the Air Carrier Service – Marketing – Community Relations Committee meeting of March 08, 2023 and asked that they be amended to strike the first instance of Director Leffel's name from the first paragraph of page 2. Director Sabo motioned to approve the Minutes of the Air Carrier Service – Marketing – Community Relations Committee meeting of March 08, 2023 with the amendment requested by Chair Sawhney. The board discussed the change. Chair Sawhney asked to amend the motion to also replace the phrase “look and feel” with the word “branding”. Director Sabo amended his motion to include this revision to the minutes. Director Leffel seconded the amended motion. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Miller absent.

Chair Sawhney referred to Items E.2 and E.4 and asked District Counsel Huber to confirm her recusal is correctly reflected. District Counsel Huber confirmed it was.

Chair Sawhney referred to Items E.3 and E.5 and asked clarifying questions about Rates and Charges and Capital Improvement Projects.

Director Sabo made a motion to approve Consent Agenda items E.2 – E.5. Director Leffel seconded. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Miller absent.

G. REGULAR AGENDA - ACTION ITEMS

Discuss 0. ILS System Issues and the Impact on Aircraft Landings and Takeoffs

Executive Director La Pier reported the FAA broadcast antenna was declared out of service late Friday, May 12th, which would not have created diversions if it weren't for the dense fog. Staff reported on the number of flights that were diverted, what FAA has done to fix the problem, and the community outreach through television interviews and a travel advisory banner on the Airport website.

Directors discussed social media posts that occurred over the weekend relative to the flight diversions and the need for board members and the public to be notified earlier when there is the possibility of a travel advisory for MRY.

Approve 1. Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management Services in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Design Management Services Terminal Design

Deputy Executive Director Morello introduced Item G.1. Executive Director La Pier reported the Finance Committee reviewed this item and supported it.

Director Sabo motioned to approve the Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management Services in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Design Management Services Terminal Design. Director Leffel seconded the motion. Staff answered questions from Chair Sawhney about some of the infrastructure elements of the project. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Miller absent.

- Approve 2. Amendment to the Professional Services Agreement with PFM Financial Advisors, LLC to Provide Financial Analysis in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation Phase 4

Executive Director La Pier introduced Brian Galluci with PFM, who attended remotely through Zoom videoconference to answer any questions.

Controller Wilson reviewed the history of the Professional Services Agreement with PFM Financial Advisors, LLC with regard to the SEP economic analysis and their initial Plan of Finance to determine financial feasibility. Controller Wilson reviewed the Elements of Work expected in Phase 4 including updating the Plan of Finance with current costs and projections and preparing for the issuance of long-term debt to finance major components of the Program.

Mr. Galluci reviewed legal expertise that would need to be engaged as part of the Financial Team.

Director Leffel supported approval and reported Finance Committee was divided on their recommendation.

Director Sabo opposed approval because the Scope of Work in the Agreement did not have enough detail and asked for more information about the Financial Team that would be assembled. Mr. Galluci reviewed the roles of the team members and what guidance PFM would provide.

Chair Sawhney asked how many phases were expected to be necessary. Mr. Galluci answered the next phase is execution (go to market) and he would expect that to be the final phase unless there is some future financing or pivoting.

No Public Comment.

Director Leffel motioned to approve Item G.2 Amendment to the Professional Services Agreement with PFM Financial Advisors, LLC to Provide Financial Analysis in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation Phase 4 in a total not to exceed \$80,250.00. The motion failed for lack of a second.

Chair Sawhney motioned to continue this item during the special meeting scheduled for May 31, 2023 when all board members are expected to be present. Counsel Huber established concurrence by all board members.

Chair Sawhney gave an opportunity for Public Comment on Item G.0 and Item G.1. There was none.

A break was taken from 11:19 AM to 11:25 AM.

Presentation 3. Drone and Balloon Update

Chair Sawhney asked that Closed Session be held prior to Item G.3, Drone and Balloon Update, and Item H., Board Committee Reports and Acceptance of Department Reports, due to the potential loss of a quorum. The board concurred.

I. CLOSED SESSION ITEM

1. Pursuant to Gov. Code 54957.6(b)(2), the Board will meet with the Executive Director and General Counsel related to potential exposure to litigation: one case.

No Public Comment.

The board entered Closed Session at 11:28 AM.

J. RETURN TO OPEN SESSION

The board returned to Open Session at 12:16 PM. District Counsel Huber announced no reportable action was taken and the document handed out during Closed Session is related to aviation hangars inside the Airport and is not confidential; it will be shared with those who are involved and is public information.

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- Receive Report on Emergency Procedures and Preparedness
- Review of Six Month and Two-Year SEP Plan
- Consider Revision to Board Governance Manual – Board Chair Review of Agendas Prior to Posting
- Consider Revision to District Contracting Procedures – RFPs to Stipulate that Propriety Cost Data is to be Submitted Separately from the Main Proposal Document
- Consider Revision to Board Governance Manual – All RFPs for Services or Capital Projects to be Posted Prominently on the Website and Remain Posted until Awarded or Withdrawn
- Schedule Strategy Session & Board Retreat
- Review the Current Police Services Contract
- Consider Revisions to Governance Documents to Approve Items that Contribute to More Efficient Meetings as discussed May 3, 2023
- Approve Revised Mission and Vision Statement

L. DISCUSSION OF FUTURE AGENDAS

Chair Sawhney suggested an Ad Hoc Committee be formed to review the Governance Manual. Executive Director La Pier reminded the board that the Governance Manual and Ordinance 909 are referenced in his employment contract. District Counsel Huber added the contract stipulates there be no modifications during the contract term unless it is an item that doesn't modify the relationship of the Executive Director with the Board of Directors.

Chair Sawhney asked that the following items be added to the June regular meeting agenda: Introduce the New Chief of Police to the Board and Discuss the Police Services contract.

It was determined the Executive Director Quarterly Goal Review would be a Closed Session item in June.

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

Standing Committees:

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

b. Ad-Hoc Committees:

- | | |
|-------------------------------|---------------------------|
| i. Local Jurisdiction Liaison | Directors Sawney & Leffel |
|-------------------------------|---------------------------|

c. Liaison/Representatives:

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

Director Sabo commented on Department Reports. He expressed interest in the Cancellations and Delays report citing the reason for cancellations and for the board to preview public relations videos.

Staff answered questions from Director Sabo about the number of maintenance trucks owned by the Airport and the community feedback on the Chamber of Commerce public relations presentations.

Chair Sawhney asked about the timing of a Commercial Ramp Construction bid coming to the board. Deputy Director Morello answered it will be brought to the board after the grant announcement.

G. REGULAR AGENDA - ACTION ITEMS

Presentation 3. Drone and Balloon Update

Directors concurred to continue Item G.3 to the June Regular Board Meeting.

M. ADJOURNMENT

The meeting adjourned at 12:33 PM.

*Approved at the
Meeting of June 21, 2023*

William Sabo, Chair Pro Tem

A T T E S T

*Michael La Pier, AAE
District Secretary*

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

May 31, 2023 - 9:00 AM

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

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A. CALL TO ORDER/ROLL CALL

Chair Sawhney called to order the special meeting of the Monterey Peninsula Airport District Board of Directors at 9:03 AM. Directors Pick, Leffel, Sabo and Miller were present. The following staff were present: Executive Director La Pier, District Counsel Huber, Acting Board Secretary Adams, and Controller Wilson.

B. PLEDGE OF ALLEGIANCE

Director Miller led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Executive Director La Pier reported on the incident at the airport the past weekend involving a pilot landing a private plane with gear up.

Director Leffel announced she preferred to consider Item D.2 prior to D.1. Staff and Directors concurred.

D. REGULAR AGENDA - ACTION ITEMS

Approve 2. Amendment to the Professional Services Agreement with PFM Financial Advisors, LLC to Provide Financial Analysis in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation Phase 4

Executive Director La Pier introduced Item D.2 explaining this item was continued from the last regular meeting. He turned the floor over to Controller Wilson who reviewed slides that detailed the type of participant roles involved in a bond issuance and an example of a bond issuance team.

Brian Galluci, PFM Financial Advisors, participated via Zoom videoconference. He reviewed PFM's role in the process, noting the Plan of Finance will be refined as time goes on. Executive Director La Pier stated the Financial Advisor is the key hire in the team so that agreement comes first; the agreements for other members of the bond issuance team will come to the board as they are proposed. However, the Airport is not obligated to a bond and will analyze all financing choices; it is possible to wind up with a combination of financing vehicles.

There was no Public Comment.

Brian Galluci answered questions from Directors. He stated that tax counsel will be part of the finance team and gave an overview of some of the usual tax implications. He reviewed the initial phase, which is to introduce Airport management to the rating agency and provide guidance. He explained what a trust agreement included, how it was used, and how the feasibility study would be updated. He reiterated PFM has a fiduciary responsibility to the Airport.

District Counsel Huber answered a question regarding tax bonds, commenting that the Monterey Peninsula Airport District has the ability to tax, but they do not use that ability and it is not intended to do so. Executive Director La Pier explained the board had already given staff direction not to pursue a general obligation bond through the property tax rolls and the type of bond being discussed is not like a school bond.

Director Leffel motioned to approve the Amendment to the Professional Services Agreement with PFM Financial Advisors, LLC to Provide Financial Analysis in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation Phase 4. Director Pick seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

Review 1. FY 24 Budget Workshop Including Six Month and Two-Year SEP Plan

Executive Director La Pier introduced Item D.1 and gave an overview of what would be covered in the presentation. The board concurred that they would hold questions until the end of the presentation.

A break was taken from 10:01 to 10:10 AM.

Controller Wilson gave an overview of the budget process which included Executive Director La Pier, Deputy Executive Director Morello, and himself, as well as input from concessionaires and Landrum & Brown, and the consideration of contract obligations to police, fire, and legal.

Controller Wilson reviewed the budget assumptions with regard to volume of travel.

Executive Director La Pier reviewed a proposed new org chart and the proposed job descriptions for new positions. The board discussed the new positions and were generally in favor of the proposed reorganization.

Chris Chidlaw, Chidlaw Marketing, gave a presentation and answered questions on the FY 2024 media plan and content calendar.

Controller Wilson reviewed the Six Month, and Two-Year Safety Enhancement Project plans and Executive Director La Pier reviewed the Capital Improvement Budget projects.

Controller Wilson reviewed the proposed rates and charges. Executive Director La Pier explained the reasoning behind two new proposed rates and charges.

Executive Director La Pier reviewed the FY 24 box hangar rates and charges and the expected 5-year phase in to reach a rent that would cover debt service. He stated the plan was vetted with the Finance Committee and the tenant group, and the initial rate increase was lowered some after speaking to the tenant group.

Public Comment:

Matt Pasztalaniec, a member of the public and an Airport hangar tenant, commented he believes the hangar square footage comps are misleading because 80% of the GA hangars in the area are T-hangars and these are box hangars. Mr. Pasztalaniec suggested an alternative proposal for a lower beginning percent rate increase and a longer timeline to phase in the necessary increases.

David Dickins, a member of the public, urged the board to consider Mr. Pasztalaniec's proposal.

The board discussed the proposal and gave input to staff. There was board support for keeping the FY 24 rental rate as proposed by staff, but with the intent to keep the rent the same until January 1, 2025.

Staff answered questions about the marketing plan. The board discussed social media inclusion in the emergency media plan and crisis management communications. Amanda Auker, Social Media Specialist, answered questions regarding social media's future role in crisis communications.

A break was taken from 1:23 PM to 1:33 PM.

Controller Wilson answered questions about the methodology used in determining some of the proposed budget numbers and gave explanations for year over year variances.

Directors gave input on the job descriptions for the new positions.

Director Leffel excused herself from the meeting at 3:19 PM.

Director Sabo voiced objection to the amount of the increase in commercial airlines rates and charges. Executive Director La Pier explained the reasoning behind the numbers. Directors discussed average Cost Per Enplanement (CPE), what factors affected it, and how the actual CPE would differ by airlines.

E. ADJOURNMENT

The meeting adjourned at 4:03 PM.

*Approved at the
Meeting of June 21, 2023*

William Sabo, Chair Pro Tem

A T T E S T

*Michael La Pier, AAE
District Secretary*

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

June 7, 2023 – 1:00 PM

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

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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: **849 1902 8751**. The password for this meeting is: **20230607**. If you do not have access to the internet, you may listen telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

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

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

A. CALL TO ORDER

The meeting of the Air Carrier Service – Marketing – Community Relations Committee of the Monterey Peninsula Airport District was called to order at 1:03 PM. Directors Sawhney and Pick, Executive Director La Pier, and Acting District Secretary Adams were in attendance.

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

C. REGULAR AGENDA – ACTION ITEMS

Discussion 1. Landrum & Brown Quarterly Report

Executive Director La Pier reviewed the quarterly report provided by the MRY airport's aviation consulting firm, Landrum & Brown. Executive Director La Pier noted that although flights are down year over year, the seat capacity is up, with preliminary May numbers on track for a record number of enplanements.

Directors discussed the report and asked questions. Executive Director La Pier explained one response from the carriers to the pilot shortage has been to reduce the number of flights but increase the size of the plane. Although the regional jets are more fuel efficient, the cost of fuel can be spread amongst more customers on a larger plane.

Executive Director La Pier reviewed the data that illustrates a shift to leisure over business destinations.

Discussion 2. Air Carrier Service Development Update

Executive Director La Pier reported on a recent meeting with Alaska Airlines personnel.

Executive Director La Pier reported he is attending the Jumpstart Conference next week and has meetings confirmed with six airlines, four of which would be new to MRY.

Executive Director La Pier reported MRY recently applied for a Department of Transportation (DOT) small community air service grant, as they do every year. This year the Airport is seeking an award for a revenue sharing guarantee to bring a new route to MRY. If successful, CVB, Visit Carmel, and MRY are committed to spending additional monies on advertising the new route. Grant awards are due to be announced before September 30, 2023.

Directors discussed the Cancellations and Delays report. Executive Director La Pier explained which cancellations or delays were due to the ILS landing system being out of service vs. those that were the result of weather issues all over the country, such as thunderstorms in Dallas.

Discussion 3. Local Marketing and Outreach Update

Executive Director La Pier reviewed the Digital Marketing Analytics report stating the visits to the website that originate organically are growing; referrals mostly come from the Visit Carmel website.

Directors discussed paid and boosted ads on social media and targeting and tracking different age groups.

Executive Director La Pier reported on the cell phone data purchase; our aviation consultant is testing the dashboard and is pleased overall. There is some refinement that is still necessary, but some of the data will be used at the upcoming Jumpstart meetings.

Executive Director La Pier reported the MRY Airport App has been recreated and is active on the Android platform. Staff are still waiting for Apple to approve it. There are about 3,000 users on the old app and most use it for flight status and that is still correctly updating.

Executive Director La Pier reported staff has budgeted to utilize Sprout Social, a social analytics platform that provides a listening tool to alert staff to social media activity about MRY. The platform will also be used to distribute time sensitive information and crisis communications, getting the Airport's message out to the public quicker.

Discussion 4. Passenger Comments, Services and Amenities Update

No discussion.

Discussion 5. Community Noise Concerns Update

Directors commented on Noise Complaints being down year over year.

E. ADJOURNMENT

The meeting adjourned at 2:00 PM.

*Approved at the
Meeting of June 21, 2023*

William Sabo, Chair Pro Tem

A T T E S T

*Michael La Pier, AAE
District Secretary*



MISSION STATEMENT

“The mission of the Monterey Peninsula Airport District is to connect the community with convenient commercial and general aviation access to the air transportation system, operate the airport in a safe, efficient, sustainable and fiscally responsible manner, and evolve the Airport toward meeting future needs, opportunities and challenges.”

As created by the Board of Directors during the November 4, 2022 Strategic Plan Workshop facilitated by The Mejorado Group and adopted by the Board of Directors June 21, 2023.



VISION STATEMENT

“Enhance safety and maintain our priority of sustainability and convenience as we evolve to connect the global aviation needs of our thriving community.”

As created by the Board of Directors during the November 4, 2022 Strategic Plan Workshop facilitated by The Mejorando Group and adopted by the Board of Directors June 21, 2023.



Quarterly Update

PUBLIC RELATIONS, ADVERTISING & SOCIAL MEDIA

MARCH-MAY 2023



Public Relations & Advertising

HIGHLIGHTS FOR THE QUARTER

PRESS RELEASES

- Youth Art Month
 - Promote Art at the Airport Youth Exhibit
- Women in Aviation Week
 - Highlighting Pioneering Women of Monterey County Exhibit
- Summer Travel
 - Media Follow-Up
- Proclamation Honoring Director Leffel's Years of Service
- INDYCAR Terminal Display
 - Promoting WeatherTech Raceway events
- Gold Star Mother Travel Support
- Instrument Landing System Restoration

MEDIA COVERAGE INCLUDED

- Aviation Pros - Announcing \$3M in Federal Funding for Terminal
- KSBW and Carmel Pine Cone - Highlighting Art at the Airport Youth Art Gallery
- Luxury Travel Magazine - Monterey featured as one of the most luxurious destinations to take your private jet
- ClassicCars.com - Highlighting INDYCAR Terminal Display
- Monterey Herald, KION, KSBW, Monterey County Weekly, Carmel Pine Cone - Reporting on Fire Services Contract
- Salinas Valley Business Journal - Full Page Print Feature
- Monterey Herald - Front page article on Gold Star Mother
- Carmel Magazine – Featured in Summer 2023 Issue
- Coastal Grower – Featured in Summer 2023 Issue (not yet published)

ROADSHOW PRESENTATIONS

- Monterey County Convention and Visitor Bureau
- Monterey Peninsula Sunrise Rotary Club
- Salinas Valley Chamber of Commerce
- Monterey County Farm Bureau
- Salinas Rotary Club



ADVERTISING FOCUS

- During the reported quarter, summer travel was the focus
 - Television commercial featured several one-stop connections departing MRV to destinations across the country and world
 - Print advertisements promoted the different destinations out of MRV



ADVERTISING PLACEMENT

- Television Placement

- KSBW Local News
- KION Local News
- KCBA 10 PM News
- March Madness Basketball
- The Masters Golf Tournament
- Warriors Basketball Playoffs
- PGA Golf Championship
- MLB Giants Baseball

- Print Placement

- Salinas Valley Business Journal
- Monterey Herald
 - NorCal Travel and Tourism Guide
- Monterey County Weekly
- Carmel Magazine
- Coastal Grower (not yet published)

OTHER PROJECTS

- New Seattle Creative
- Content Plan for FY 2024
- Sponsorships
 - Monterey Bay F.C. Union
 - Big Sur International Marathon



Social Media

REVIEW OF THE QUARTER AND YEAR

ANNUAL REACH

Calendar Year totals reflect the sum of reach of all digital media platforms including website, social media and paid social ads



* YTD total for period of January 1st through May 31st

** Projected total for CY 2023 calculated from the average monthly reach of CY 2023 YTD

MONTHLY REACH

Average monthly reach for CY 2022: 105K

Average monthly reach for CY 2023 (YTD): 197K

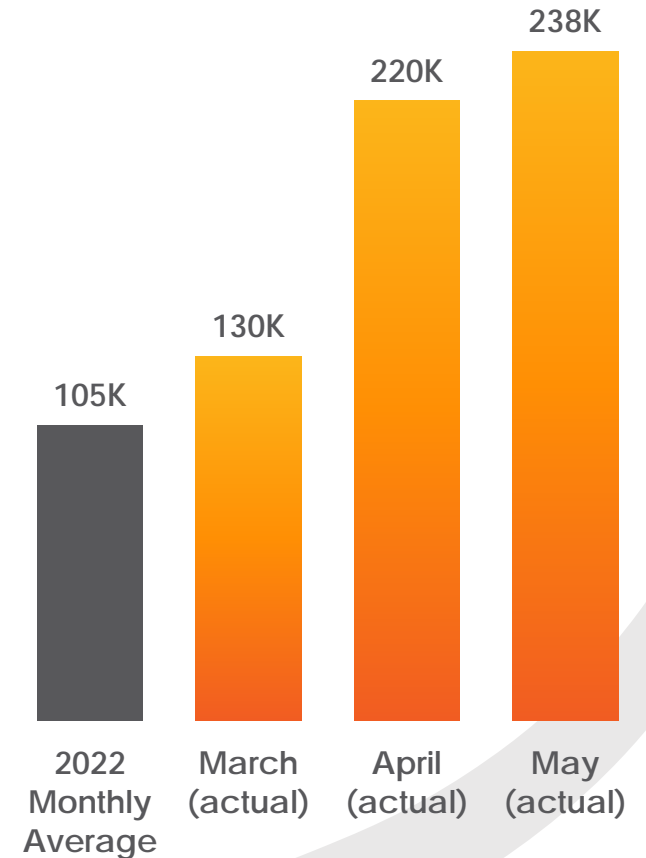
- Total reach in May 2023 was higher than any other month in the reported history of our digital media efforts (reported history goes back to 2017)
- Top 5 highest reported monthly reach:
 - MAY 2023: 238K (this quarter)
 - APR 2023: 220K (this quarter)
 - FEB 2023: 218K
 - AUG 2022: 212K
 - JUL 2022: 187K

QUARTERLY REACH BY MONTH

In the reported quarter of March through May, we reached the most people in May (238K)

- As noted, we reached more people this May than in any other month of reported digital media history

Total reach this quarter: **588,095**



QUARTERLY REACH BY PLATFORM

In the reported quarter of March through May 2023, we have reached the most people through paid social ads (over 300K)

- Total social ad spend this quarter was \$3,000



SOCIAL MEDIA AD SPEND

REPORTED QUARTER (MARCH-MAY)

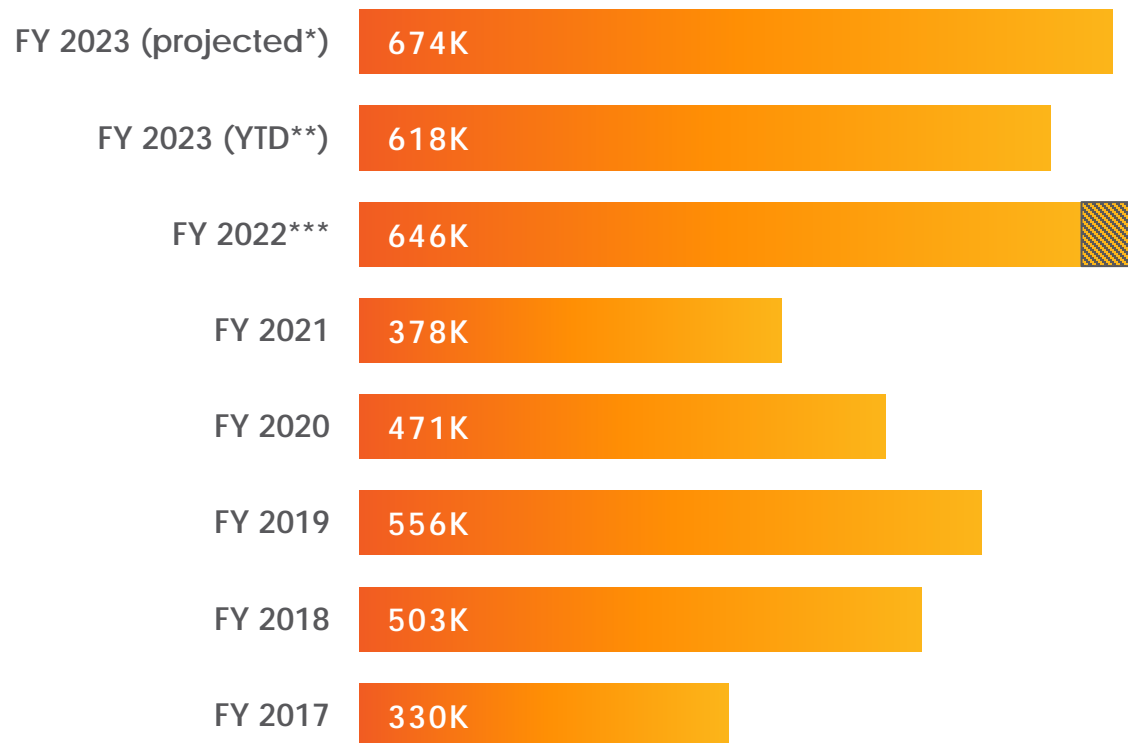
Total ad spend: \$3K

Total number of accounts reached: 313K

Total results (link clicks, engagements, etc.): 4.3K

Average Cost Per Result (CPR): \$0.69

WEBSITE REACH BY FISCAL YEAR



We are on track for more page views in FY 2023 than ever before in website history

* Projected FY 2023 total calculated from the average monthly total

** YTD FY 2023 total for period of July 1st through May 31st

*** In FY 2022, 47K page views were for the COVID-19 Testing pages and since that traffic was “abnormal”, it is not reflected in the FY 2022 total of 646K

Thank You

PREPARED BY:

CHRIS CHIDLAW - PRESIDENT - CHIDLAW MARKETING

AMANDA AUKER - SOCIAL MEDIA SPECIALIST - MONTEREY REGIONAL AIRPORT

AGENDA ITEM: G-3
DATE: June 21, 2023

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Resolution No. 1845, A Resolution Authorizing and Approving the Rates and Charges at the Monterey Regional Airport for Fiscal Year 2024

BACKGROUND. The Monterey Peninsula Airport District (District) is an enterprise special district, charged with recognizing revenues sufficient to recover operating costs for maintaining and improving airport facilities. The District periodically adjusts its rates, charges, and fees to achieve its goal of operating and maintaining the Airport. These fees are collected from rents, fees and charges paid by tenants and users of Airport facilities.

Using the guidance provided by Landrum and Brown and PFM Financial Advisors, the District has adopted a combination of airfield residual and terminal compensatory cost recovery methodologies. These methods, as standard practice in the airport industry, are used by airports to fairly proportion airport costs to the tenants and users of airport facilities.

The District also has a responsibility to verify the reasonableness of its rates and charges against comparable markets with similar cost structures. Using statistical data from the Federal Aviation Administration and comparable regional airports, the District performed a review of its rates and charges. The District determined that many of the Airport's existing rates and charges are materially below the market and insufficient to meet the Plan of Finance for the Airport's long-term Safety Enhancement Program. As such, increases to specific rates and charges are reflected in the Fiscal Year 2024 rates and charges schedule.

SCHEDULE. Annex A to Resolution No. 1845 provides a comprehensive listing of rates and charges for Fiscal Year 2024. Implementation of the rates and charges will be effective on July 1, 2023.

IMPACT ON REVENUES. Implementation of the rates and charges, as set forth in Annex A, will cause the District to meet a level of revenue that funds the operating expenses, planned District capital improvements and debt services in Fiscal Year 2024.

IMPACT ON OPERATIONS. Implementation of the rates and charges, as set forth in Annex A, will allow the District to provide a professional level of service to its customers and the traveling public, at large, and to work toward meeting its stated initiatives.

RECOMMENDATION. Adopt Resolution No. 1845, A Resolution Authorizing and Approving the Rates and Charges at the Monterey Regional Airport for Fiscal Year 2024.

ATTACHMENTS.

Resolution No. 1845
Annex A Rates and Charges

RESOLUTION NO. 1845

A RESOLUTION AUTHORIZING AND APPROVING THE RATES AND CHARGES AT THE MONTEREY REGIONAL AIRPORT FOR FISCAL YEAR 2024

WHEREAS, periodic adjustment of rates and fees is appropriate in order to achieve the District's goal of recovering the cost of operating and maintaining the Airport and these rates and fees are collected from rents, fees and charges paid by tenants and users of Airport facilities in fair proportion to their respective use, and

WHEREAS, the District has set its airside rates in accordance with the airfield residual cost recovery methodology, and

WHEREAS, the District has set its terminal area rental rates in accordance with the terminal compensatory cost recovery methodology,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, the following rate and fee schedule (SEE ANNEX A) shall be implemented effective July 1, 2023.

1.0 Aviation & Aviation Related Rates and Fees.

1.1 Landing Fees.

1.1.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists and except as exempted from landing fees by the provisions of Section 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all air carrier operations (including unscheduled charter operations) landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.1.2 Freight Forwarding/Cargo Carriers. Except as exempted from landing fees by the provisions of Section 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all freight forwarding/cargo carrier operations (including unscheduled charter operations) landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight or per landing.

1.1.3 General Aviation Aircraft. Except as exempted from landing fees by the provisions of Sections 1.1.3.1 and 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all general aviation aircraft operations involving aircraft having a certificated gross landing weight of six thousand pounds (6,000 lbs.) or greater landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight.

1.1.3.1 Based Aircraft Exemption. All general aviation aircraft based at Monterey Regional Airport shall be exempt from the landing fees set forth in Section 1.1.3 of this Resolution. General aviation aircraft based at the Airport shall be deemed to include general aviation aircraft for which monthly hangar rentals or tie-down fees are being paid to the District or to a fixed base operator holding a valid lease or rental agreement with the District for the conduct of fixed base operations at the Airport. In addition, general aviation aircraft owned or leased by such a fixed base operator shall be deemed to be general aviation aircraft based at the Airport.

1.1.4 Helicopters. Except as exempted from landing fees by the provisions of Sections 1.1.4.1 or 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all helicopter operations landing at the Airport (SEE ANNEX A). The landing fee for helicopters is assessed per landing.

1.1.4.1 Based Helicopter Exemption. All helicopters based at Monterey Regional Airport shall be exempt from the landing fees set forth in Section 1.1.4 of this Resolution. Helicopters based at the Airport shall be deemed to include helicopters for which monthly hangar rentals or tie-down fees are being paid to the District or to a fixed base operator holding a valid lease or rental agreement with the District for the conduct of fixed base operations at the Airport. In addition, helicopters owned or leased by such a fixed base operator shall be deemed to be helicopters based at the Airport.

1.1.5 General Exemptions. Aircraft landing at the Airport due to mechanical failure or other in-flight emergency shall be exempt from the landing fees set forth in this Resolution. Military aircraft or aircraft operated by the state or federal government shall be exempt from the landing fees set forth in this Resolution. Medical emergency/medical evacuation aircraft shall be exempt from the landing fees set forth in this Resolution.

1.2 Remain-Over-Night (RON) Fee.

1.2.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District a RON fee for all air carrier aircraft (including unscheduled charter aircraft) that remain over night at the Airport (SEE ANNEX A). The RON fee is assessed per thousand pounds of certificated gross landing weight.

1.2.2 Freight Forwarding / Cargo Carriers. There shall be paid to the District a RON fee for all freight forwarding/cargo carrier aircraft (including unscheduled charter aircraft) that remain overnight at the Airport (SEE ANNEX A). The RON fee is assessed per thousand pounds of certificated gross landing weight.

1.3 Apron Fee.

1.3.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District an apron fee for all air carrier aircraft (including unscheduled charter aircraft) that park on the terminal ramp at the Airport (SEE ANNEX A). The

apron fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.3.2 Freight Forwarding / Cargo Carriers. There shall be paid to the District an apron fee for all freight forwarding/cargo carrier aircraft (including unscheduled charter aircraft) that park on the terminal ramp at the Airport (SEE ANNEX A). The apron fee is assessed per thousand pounds of certificated gross landing weight.

1.4 Gate Fee. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District a gate fee for non-scheduled (including charter) air carrier aircraft that use the Airport terminal facilities (SEE ANNEX A). The gate fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.5 Hangar Rentals. There shall be paid to the District rents for District owned and maintained aircraft hangars (SEE ANNEX A). The hangar rent is assessed by type and location of hangar, except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

1.6 Aircraft Tie-downs. There shall be paid to the District rents for District owned and maintained aircraft tie-down spaces (SEE ANNEX A). The tie-down rent is assessed by aircraft type and location of tie-down, except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

1.7 Fuel Dispensing / Fuel Flowage Fees. There shall be paid to the District a fuel dispensing or fuel flowage fee for each gallon of fuel dispensed at the Airport (SEE ANNEX A). The fuel dispensing or flowage fee is assessed by number of gallons dispensed and by type of fuel.

1.8 Aircraft Parking Fee – Special Events. There shall be paid to the District an aircraft parking fee for Special Events during which any aircraft is parked on any surface at the Airport (SEE ANNEX A). The aircraft parking fee is assessed on a per aircraft, per day (or any portion thereof) basis, for any aircraft that are parked during any Special Event. FY 24 Special Events are the AT&T Pebble Beach National Pro-Am, Car Week/Concours D'Elegance, Hook & Eye, and the Women's LPGA U.S. Open.

1.9 Car Auction Parking Fee – Special Events. There shall be paid to the District a car auction parking fee for Special Events during which cars are parked, presented, and auctioned off at the Airport (SEE ANNEX A). The car auction parking fee is assessed on a per car, per day (or any portion thereof) basis, for any cars that are sold at auction during any Special Event.

2.0 Terminal Area Rents.

2.1 Terminal Building and Adjacent Area Rentals. There shall be paid to the District rents for space in and around the Airport terminal (SEE ANNEX A). These rents are paid by square foot (sq. ft.) or space basis (per month) except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

2.2 Concessionaires. There shall be paid to the District fees for the use of space and the conduct of business in and around the Airport terminal. These fees may be assessed by square foot (sq. ft.) or space basis (per month) or may be assessed as a percentage of gross receipts, or a combination provided in a contractual agreement between the District (lessor) and a lessee or concessionaire.

3.0 Non-Aviation Rents. There shall be paid to the District rents for non-aviation space and facilities on the Airport (SEE ANNEX A). These rents are assessed on a square foot (sq. ft.) or space basis (per month) except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

4.0 Other Fees.

4.1 Miscellaneous Fees. There shall be paid to the District fees for AOA badges, parking permits, SIDA badges, law enforcement activities (reports, incidents and services). These fees are assessed on each activity or service provided by the District to a tenant, tenant-employee, and lessee.

4.2 Tenant Event Support / Tenant Repair & Maintenance Fees. There shall be paid to the District fees for law enforcement support or tenant repair, maintenance services and event fees. These fees will be charged on a per hour rate and due at the completion of law enforcement support or tenant repair & maintenance services, and event fees.

4.3 Airport Events / Filming / Photography - Basic Use Fees. There shall be paid to the District fees for special on property events, motion picture filming or television recording and photography events. These fees will be charged on a per day rate and due in advance when the Facilities Use and License Agreement is executed, and before special on property events, motion picture filming or television recording and photography events occur.

4.4 Late Payment and Credit Card Payment Fees. There shall be paid to the District fees for late tenant or lessee and credit cards payments. These fees will be charged on a percentage of tenant or lessee invoices and are due upon contract terms with the District.

4.5 Notice of Violation Fees. There shall be paid to the District for Rules and Regulations Violations as described in Article 9 and 10. These fees will be assessed on a per incident basis and will escalate from continued or reoccurring violations.

4.6 Business License Fees. There shall be paid to the District a Business License fee for all tenants operating a business on District property. The Business License fee shall be assessed annually on January 1 of each calendar year and prorated for new businesses if implemented after January 1.

5.0 Future Rate Adjustments. The District may implement changes in rates and charges from time-to-time through the adoption of future rates and charges resolutions. During the period following the adoption of this Resolution and until the effective date of a subsequent rates and charges resolution, District leases and rental agreements may provide for adjustments to rates and charges based on changes in consumer price or other indices.

6.0 Severability. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision or application and to this end, the provisions of this Resolution are declared severable.

7.0 Effective Date. This Resolution shall take effect on July 1, 2023.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of June 2023, by the following roll call vote:

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

Signed this 21st day of June 2023.

William Sabo, Chair Pro Tem

A T T E S T

Michael La Pier, AAE
District Secretary

ANNEX A
Adopted June 21, 2023 by Resolution No. 1845
Monterey Peninsula Airport District - Schedule of Rates & Charges - FY 2024

AVIATION

Charge	Unit of Measure	Last Increase	FY 2023 Rate	FY 2024 Rate	Implementation Date	
COMMERCIAL AVIATION:						
Landing Fee						
Scheduled Air Carriers	Per 1,000 lbs. MGLW	7/1/2015	\$2.35	\$2.65	7/1/2023	Increase
Non-Scheduled Air Carriers	Per 1,000 lbs. MGLW	7/1/2016	\$3.20	\$3.20	7/1/2021	NC
Freight Forwarding	Per Landing	7/1/2013	\$42.50	\$50.00	7/1/2023	Increase
Apron Fee						
Scheduled Air Carriers	Per 1,000 lbs. MGLW	7/1/2015	\$0.40	\$0.63	7/1/2023	Increase
Non-Scheduled Air Carriers	Per 1,000 lbs. MGLW	7/1/2016	\$0.75	\$0.75	7/1/2021	NC
RON Fees						
Scheduled Air Carriers	Per 1,000 lbs. MGLW	7/1/2014	\$1.05	\$1.28	7/1/2023	Increase
Non-Scheduled Air Carriers	Per 1,000 lbs. MGLW	7/1/2016	\$1.35	\$1.35	7/1/2021	NC
Gate Fee						
Non-Scheduled Air Carrier	Per 1,000 lbs. MGLW	7/1/2016	\$3.20	\$3.20	7/1/2021	NC
Fuel Flowage Fee						
Jet A	Per Gallon	7/1/2018	\$0.05	\$0.06	7/1/2023	Increase
GENERAL AVIATION:						
Landing Fee:	Per 1,000 lbs. MGLW (No charge under 6,000 lbs.)	7/1/2016	\$2.40	\$ 2.55	7/1/2023	Increase
Aircraft Parking Fee - Special Events:	Per Aircraft, per Day	N/A	N/A	\$ 100.00	7/1/2023	New for FY24
Car Auction Parking Fee - Special Events:	Per Car, per Day, if Sold	N/A	N/A	\$ 100.00	7/1/2023	New for FY24
Helicopters	Per Landing	7/1/2016	\$8.75	\$8.75	7/1/2021	NC
FUEL:						
Fuel Flowage Fee						
Jet A	Per Gallon	7/1/2015	\$0.14	\$0.16	7/1/2023	Increase
100 LL	Per Gallon	7/1/2015	\$0.12	\$0.13	7/1/2023	Increase
HANGAR RENTAL:						
Southeast "T" Hangar (#1 - #25)	Per Month (Includes Electricity)	7/1/2016	\$385.00	\$385.00	7/1/2021	NC
Northeast Box Hangars	Per Month (Electricity Not Included)	N/A	N/A	\$450.00	7/1/2023	New for FY24
Northeast Corporate Hangar	Per Month/Per Sq.Ft. (Electricity Not Included)	N/A	N/A	\$1.25	7/1/2023	New for FY24
Northside Rectangular Hangar (Nunno: #N1 - #N20)	Per Month (Includes Electricity)	7/1/2016	\$430.00	\$430.00	7/1/2021	NC
Northside Rectangular Hangar (Nunno: #N102 - #N105)	Per Month (Electricity Not Included)	7/1/2016	\$415.00	\$415.00	7/1/2021	NC
Northside "T" Hangar (Port-a-Port Executive II: #P7 - #P8)	Per Month (Includes Electricity)	7/1/2016	\$530.00	\$530.00	7/1/2021	NC
TIEDOWNS:						
(N/E Ramp: 45 tiedowns & N/S Ramp: 15 tiedowns)						
Single Engine	Per Month	7/1/2016	\$80.00	\$80.00	7/1/2021	NC
Twin Engine	Per Month	7/1/2016	\$105.00	\$105.00	7/1/2021	NC
Airship / Blimp / Dirigible	Per Day	7/1/2016	\$165.00	\$165.00	7/1/2021	NC

ANNEX A
Adopted June 21, 2023 by Resolution No. 1845
Monterey Peninsula Airport District - Schedule of Rates & Charges - FY 2024

TERMINAL AREA

Charge	Unit of Measure	Last Increase	FY 2023 Rate	FY 2024 Rate	Implementation Date	
AIRLINES SPACES						
Counter Space	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Office Space	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Baggage Make-Up Area	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Storage & Other Spaces	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Baggage Claim	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Holding Rooms	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Other	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
RENTAL CARS						
Counter Space	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Office Space	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Storage Space	Per square foot/per month	7/1/2015	\$4.40	\$5.55	7/1/2023	Increase
Ready Parking	Car Rental/per space/per month	7/1/2015	\$40.00	\$40.00	7/1/2021	NC
Stowage Parking	Car Rental/per space/per month	7/1/2015	\$29.25	\$29.25	7/1/2021	NC
Overflow Parking	Per square foot/per month	7/1/2015	\$0.15	\$0.15	7/1/2021	NC
UTILITIES (TERMINAL EXCLUSIVE SPACE) AIRLINES & RENTAL CARS						
Counter Space	Per square foot/per month	7/1/2018	\$0.85	\$0.85	7/1/2021	NC
Office Space	Per square foot/per month	7/1/2018	\$0.85	\$0.85	7/1/2021	NC
Storage & Other Spaces	Per square foot/per month	7/1/2018	\$0.85	\$0.85	7/1/2021	NC
DISTRICT FACILITIES						
Board Room (GOs/NGOs)	per hour/2 hour minimum/parking included		\$65.00	\$65.00	7/1/2021	NC
Board Room (GOs/NGOs)	parking not included		\$0.00	\$0.00	7/1/2021	NC
Board Room (Commercial)	per hour/2 hour minimum/parking included		\$125.00	\$125.00	7/1/2021	NC
Board Room (Commercial)	per hour/2 hour minimum/parking not included		\$75.00	\$75.00	7/1/2021	NC
PUBLIC PARKING LOTS						
Long-Term Parking (Lot 2)	Cost/hr.; Cost/Day	1/1/2019	\$1.00 per hour; \$13.00 per day after 3 hour	\$1.00 first hour; \$16.00 per day after 3 hour	7/1/2023	Increase
Short-Term Parking (Lot 3)	Cost/hr.; Cost/Day	7/1/2016	\$2.00 per half hour; \$24.00 per day; limited validations	\$2.00 per half hour; \$28.00 per day; limited validations	7/1/2023	Increase
Premium Short-Term Parking (Lot 1)	Cost/hr.; Cost/Day	7/1/2014	first 30 minutes free; then \$3.00 per half hour; \$24.00 per day; limited validations	first 30 minutes free; then \$3.00 per half hour; \$28.00 per day; limited validations	7/1/2023	Increase
EMPLOYEE (TENANT) PARKING LOT						
Employee Parking	per month*	7/1/2013	\$25.00	\$25.00	7/1/2021	NC

*\$275 per year when paid in advance (one month free) / no refunds

ANNEX A
Adopted June 21, 2023 by Resolution No. 1845
Monterey Peninsula Airport District - Schedule of Rates & Charges - FY 2024

GROUND TRANSPORTATION

Charge	Unit of Measure	Last Increase	FY 2023 Rate	FY 2024 Rate	Implementation Date	
Ground Transportation						
TCP Operating Permit	Annual TCP Operating Permit	7/1/2011	\$200.00	\$200.00	7/1/2021	NC
Company Fleet Size Annual Operating Permit Fee Structure						
Category 1	1 vehicle	\$200.00			7/1/2021	NC
Category 2	2 -- 4 vehicles	\$400.00			7/1/2021	NC
Category 3	5 -- 9 vehicles	\$600.00			7/1/2021	NC
Category 4	10 -- 15 vehicles	\$800.00			7/1/2021	NC
Category 5	16 -- 39 vehicles	\$1,000.00			7/1/2021	NC
Category 5	40 -- 99 vehicles	\$2,500.00			7/1/2021	NC
Category 5	100 -- 249 vehicles	\$5,000.00			7/1/2021	NC
Category 5	250 -- 499 vehicles	\$7,500.00			7/1/2021	NC
Category 5	500 -- + vehicles	\$10,000.00			7/1/2021	NC
Company Fleet Size Annual Operating Permit Fee Structure - One Time Fiscal Year Proration Schedule (New Operators)						
		1st Qtr (Jul - Sep)	2nd Qtr (Oct - Dec)	3rd Qtr (Jan - Mar)	4th Qtr (Apr - Jun)	
Category 1	Full Rate	\$150.00	\$100.00	\$50.00		NC
Category 2	Full Rate	\$300.00	\$200.00	\$100.00		NC
Category 3	Full Rate	\$450.00	\$300.00	\$150.00		NC
Category 4	Full Rate	\$600.00	\$400.00	\$200.00		NC
Category 5	Full Rate	\$750.00	\$500.00	\$250.00		NC
Temporary TCP Operating Permit Fee Structure						
Category 1	1 vehicle	\$10.00	per event		7/1/2021	NC
Category 2	2 -- 4 vehicles	\$20.00	per event		7/1/2021	NC
Category 3	5 -- 9 vehicles	\$40.00	per event		7/1/2021	NC
Category 4	10 -- 15 vehicles	\$80.00	per event		7/1/2021	NC
Category 5	16+ vehicles	\$160.00	per event		7/1/2021	NC
Taxi Operating Permit	Annual Taxi Operating Permit	3/1/2019	\$100.00	\$100.00	7/1/2021	NC
Taxi - Annual Operating Permit Fee Structure - One Time Fiscal Year Proration Schedule (New Operators)						
		1st Qtr (Jul - Sep)	2nd Qtr (Oct - Dec)	3rd Qtr (Jan - Mar)	4th Qtr (Apr - Jun)	
	Full Rate	\$75.00	\$50.00	\$25.00		NC
Taxi Operator Drop-Off / Pick-Up Fee						
	Per Drop-Off	3/1/2012	\$3.00	\$3.00	7/1/2021	NC
	Per Pick-Up	3/1/2012	\$3.00	\$3.00	7/1/2021	NC
TNC Operator Drop-Off / Pick-Up Fee						
	Per Drop-Off	10/1/2015	\$3.00	\$3.00	7/1/2021	NC

ANNEX A
Adopted June 21, 2023 by Resolution No. 1845
Monterey Peninsula Airport District - Schedule of Rates & Charges - FY 2024

NON-AVIATION

Charge	Unit of Measure	Last Increase	FY 2023 Rate	FY 2024 Rate	Implementation Date	
Recreation Vehicle (RV) Parking						
Maximum 30' Space	per space/per month	7/1/2017	\$100.00	\$ 125.00	7/1/2023	Increase
Maximum 45' Space	per space/per month	7/1/2017	\$125.00	\$ 150.00	7/1/2023	Increase
Maximum 60' Space	per space/per month	7/1/2017	\$150.00	\$ 175.00	7/1/2023	Increase
Outside Storage / Contractor Storage						
Per Sq. Ft.	Per square foot/per month	7/1/2015	\$0.290	\$0.290	7/1/2021	NC
Airport Events / Filming / Photography - Basic Use Fees						
Special Event Permit Fee	each event	7/1/2015	\$100.00	\$100.00	7/1/2021	NC
Special Event - On Property*	per day minimum	7/1/2020	\$1,500.00	\$1,500.00	7/1/2021	NC
Special Event - On Observation Deck*	per day minimum	7/1/2020	\$1,000.00	\$1,000.00	7/1/2021	NC
Motion Picture or Television*	per day (or fraction thereof)	7/1/2015	\$1,500.00	\$1,500.00	7/1/2021	NC
Commercial Still Photography	per day (or fraction thereof)	7/1/2015	\$1,000.00	\$1,000.00	7/1/2021	NC
Interior Shots (terminal or other buildings)	per day (or fraction thereof)	7/1/2015	\$500.00	\$500.00	7/1/2021	NC
Airport Personnel (if required)	per "Tenant Event Support" schedule above					

* Maybe subject to special events contract and deposit.

ANNEX A
Adopted June 21, 2023 by Resolution No. 1845
Monterey Peninsula Airport District - Schedule of Rates & Charges - FY 2024

OTHER FEES

Charge	Unit of Measure	Last Increase	FY 2023 Rate	FY 2024 Rate	Implementation Date	
Miscellaneous Fees						
AOA Badge	each badge (annual)	7/1/2015	\$14.50	\$14.50	7/1/2021	NC
AOA Badge - replacement of lost/stolen	each badge	7/1/2015	\$40.00	\$40.00	7/1/2021	NC
AOA Parking Permit/Decal	each permit/decals (annual)	7/1/2015	\$9.75	\$9.75	7/1/2021	NC
SIDA Badge - without fingerprints	each badge (annual)	7/1/2015	\$18.00	\$18.00	7/1/2021	NC
SIDA Badge - with fingerprints	each badge (annual)	7/1/2015	\$60.00	\$60.00	7/1/2021	NC
SIDA Badge - replacement of lost/stolen	each badge	7/1/2015	\$90.00	\$90.00	7/1/2021	NC
Accident Report	each copy	7/1/2015	\$10.00	\$10.00	7/1/2021	NC
Police Incident Report	each copy (not accident report)	7/1/2015	\$10.00	\$10.00	7/1/2021	NC
Fingerprinting	per person	7/1/2015	\$40.00	\$40.00	7/1/2021	NC
Records Check	each (if there is no record)	7/1/2015	\$15.00	\$15.00	7/1/2021	NC
Records Check	each (if record exists)	7/1/2015	\$25.00	\$25.00	7/1/2021	NC
Booking Fee - Reimbursement	each incident	7/1/2015	\$350.00	\$350.00	7/1/2021	NC
Vehicle Release (impound/stored)	each incident	7/1/2015	\$165.00	\$165.00	7/1/2021	NC
Abandoned Vehicle Removal	each incident	7/1/2015	\$315.00	\$315.00	7/1/2021	NC
VIN Verification	each verification	7/1/2014	\$30.00	\$30.00	7/1/2021	NC
Certification of Correction	each certification	7/1/2014	\$30.00	\$30.00	7/1/2021	NC
Tenant Event Support / Tenant Repair & Maintenance Fees						
Police Sergeant (without vehicle)	per hour	7/1/2015	\$170.00	\$170.00	7/1/2021	NC
Police Sergeant (with vehicle)	per hour	7/1/2015	\$200.00	\$200.00	7/1/2021	NC
Police Officer (without vehicle)	per hour	7/1/2015	\$140.00	\$140.00	7/1/2021	NC
Police Officer (with vehicle)	per hour	7/1/2015	\$170.00	\$170.00	7/1/2021	NC
Maintenance and Other Technicians	per hour	7/1/2015	\$80.00	\$80.00	7/1/2021	NC
Late Payment Fees						
Late Payments Fees are Charged After 10 Days from the Due Date (5% late plus 1% interest)		7/1/2013	5%	5%	7/1/2021	NC
Credit Card Payment						
Credit Payments Under \$500.00 Processing Fee		7/1/2020	N/C	N/C	7/1/2021	NC
Credit Payments Over \$500.00 Processing Fee		7/1/2020	3%	3%	7/1/2021	NC
Notice of Violation Fees						
First Violation	each incident		\$50.00	\$50.00	7/1/2021	NC
Second Violation	each incident		\$100.00	\$100.00	7/1/2021	NC
Third Violation	each incident		\$150.00	\$150.00	7/1/2021	NC
Business License Fees *						
Annual Business License - Calendar Year	per legal entity		1,000.00	\$500.00	1/1/2022	NC

* Business license will be prorated for new businesses if implemented after January 1.

AGENDA ITEM: G-4
DATE: June 21, 2023

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Resolution No. 1846, A Resolution Authorizing and Approving the Fiscal Year 2024 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District

BACKGROUND. Pursuant to public law, the Board is required to annually approve the schedule listing salary ranges for District employees. The Fiscal Year 2023 Salary Schedule, listing salary ranges adopted by Resolution No. 1832 on November 16, 2022, is still in effect.

For Fiscal Year (FY) 2024, considering the financial and operational goals and objectives articulated in both the Operating and Capital Budgets, District staff recommends the following:

- (1) Adding three new full-time positions for FY24; a Deputy Executive Director Operations & Maintenance, a Financial Analyst, and an additional Maintenance Worker,
- (2) replacing the Maintenance Manager with a Maintenance Worker and hiring an unfilled Project Manager position (no net change in headcount to FY23),
- (3) redefining the responsibilities of the existing Deputy Executive Director position (no net change in headcount to FY23), and
- (4) eliminating the Public Relations Specialist position and the Maintenance Manager job description from the salary schedule (minus one net change position).

Attached are the job descriptions for the Deputy Executive Director Operations & Maintenance, Financial Analyst, and the redefined Deputy Executive Director Planning & Marketing positions.

The Deputy Executive Director Operations & Maintenance will report to the Executive Director and will consult and advise the Executive Director on policies, programs and activities related to all aspects of Operations and Maintenance of the Airport buildings, grounds, airfield, facilities, and systems.

The Financial Analyst will report to the Controller and will support the Controller in developing financial, statistical, budgetary, and analytical studies and reports. In addition, the Financial Analyst will create and maintain complex Excel models focused on monthly results, short and long-term planning, and project analysis.

The Deputy Executive Director Planning & Marketing will continue to consult and advise the Executive Director on policies, programs and activities related to business development, planning, design, and construction of the Airport buildings, facilities, and systems. In addition, this Deputy Executive Director will ensure full coordination of all marketing, public relations, and social media campaigns and initiatives, and prepare and provide pertinent content for all communications and outreach to the community and airport stakeholders.

With the addition of the Deputy Executive Director Operations & Maintenance, Financial Analyst and Maintenance Worker positions and the elimination of the Public Relations Specialist position, the Airport staff will be increased from 28 full-time staff positions in FY 2023 budget to 30 full-time staff positions in FY 2024 budget.

The salary ranges for the Deputy Executive Director Operations & Maintenance and the Financial Analyst are incorporated in the Fiscal Year 2024 Salary Schedule. For FY 2024, the salary ranges approved in FY 2023 are adequate to meet currently approved and planned Airport positions.

RECOMMENDATION. Adopt Resolution No. 1846, A Resolution Authorizing and Approving the Fiscal Year 2024 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District.

ATTACHMENTS.

Resolution No. 1846
FY 2024 Salary Schedule
FY 2024 Monterey Regional Airport Organization Chart
Deputy Executive Director Operations & Maintenance Job Description
Deputy Executive Director Planning & Marketing Job Description
Financial Analyst Job Description

**MONTEREY PENINSULA AIRPORT DISTRICT
FISCAL YEAR 2024 SALARY SCHEDULE
Adopted June 21, 2023 by Resolution No. 1846**

Position Titles	FY 2024 Salary Ranges	
	Min	Max
MAINTENANCE WORKER	ANNUAL	43,511 63,697
	PER MONTH	3,626 5,308
	PER HOUR	20.92 30.62
CUSTODIAN	ANNUAL	37,208 50,927
	PER MONTH	3,101 4,244
	PER HOUR	17.89 24.48

HOURLY WAGE FOR PART-TIME (NO BENEFITS)

None

NOTE 1: INDICATED SALARY RATES DO NOT INCLUDE PAGER/IMMEDIATE RESPONSE PAY FOR MAINTENANCE/CUSTODIAL POSITIONS.
PAGER PAY: \$200 per week to the individual responsible for pager/immediate response.

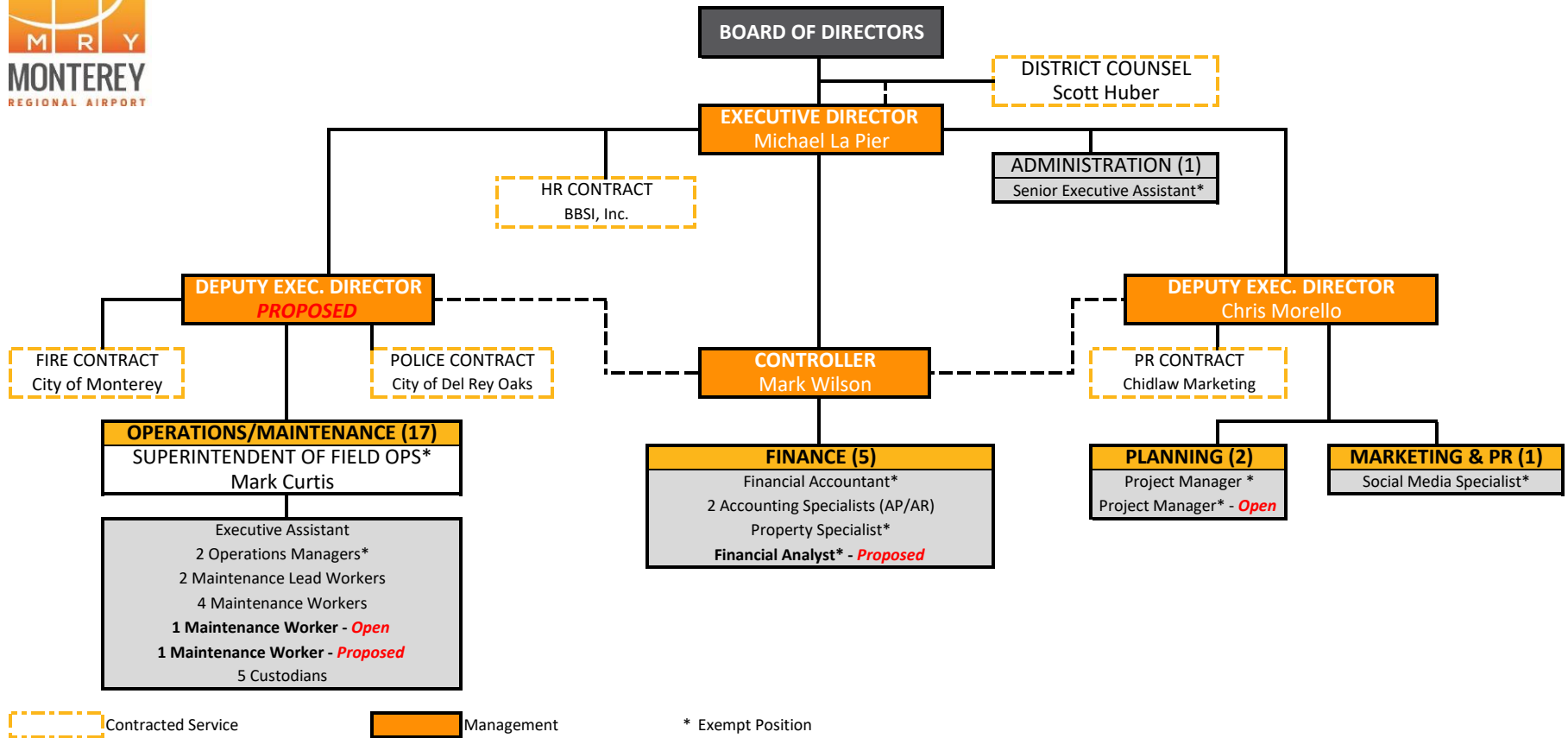
NOTE 2: INDICATED SALARY RATES DO NOT INCLUDE AUTOMOBILE ALLOWANCES FOR EXECUTIVE DIRECTOR IN THE AMOUNT OF \$750 PER MONTH.

NOTE 3: INDICATED SALARY RATES DO NOT INCLUDE TECHNOLOGY ALLOWANCE FOR EXECUTIVE DIRECTOR.
TECHNOLOGY ALLOWANCE: \$200 per month to Executive Director.

NOTE 4: INDICATED SALARY RATES DO NOT INCLUDE HEALTH AND WELLNESS ALLOWANCE FOR EXECUTIVE DIRECTOR.
HEALTH AND WELLNESS ALLOWANCE: \$412 per month to Executive Director.

NOTE 5: INDICATED SALARY RATES DO NOT INCLUDE COMPENSATION FOR THE BOARD OF DIRECTORS.
DIRECTOR COMPENSATION: \$127.63 per meeting/day of service; not to exceed \$765.78 per month.

ORGANIZATIONAL CHART FY 2024





JOB DESCRIPTION

JOB CLASSIFICATION: Deputy Executive Director, Operations & Maintenance

JOB TITLE: Deputy Executive Director

REPORTS TO: Executive Director

APPROVED BY: Executive Director

DEPARTMENT: Operations & Maintenance

EXEMPT: Yes

APPROVED DATE: June 21, 2023

REVISED:

JOB SUMMARY: Under the direction and supervision of the Executive Director, the Deputy Executive Director of Operations and Maintenance will perform a variety of advanced and complex duties and assignments. The Deputy Executive Director of Operations and Maintenance shall be responsible for all day-to-day operations and maintenance to support the safe and efficient operations of the Monterey Regional Airport and provide strategic oversight and direction across the Airport's business departments of aviation, operations, maintenance, and Police and Fire services.

The Deputy Executive Director of Operations and Maintenance is an integral part of the senior management structure at the Airport. Directing a team of Operations and Maintenance personnel, the Deputy Executive Director of Operations and Maintenance shall plan and manage the facilities, buildings, and assets of the Airport to ensure a high level of customer satisfaction while at the same time ensuring the safety of all stakeholders using the Airport.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The list of duties is representative and not intended to be all inclusive of the duties expected of this position.

- Assist the Executive Director in facilitating effective decision-making. Consult and advise the Executive Director on policies, programs and activities related to all aspects of Operations and Maintenance of Airport buildings, grounds, airfield, facilities, and systems.
- Develop and manage departmental budget for operations and maintenance.
- Direct a staff of operations and maintenance professionals to ensure the safe and efficient operations of the Airport.
- Regularly interface with representatives of the Federal Aviation Administration Air Traffic Control and Technical Operations teams.
- Create and recommend best practices and policies to guide operations and maintenance activities.
- Regularly interface with contract service providers including, but not limited to, Aircraft Rescue and Firefighting services and Police services.
- Support all other departments in compliance with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulatory requirements.
- Establish and maintain a positive working relationship with all tenants to ensure superior operational performance.
- Collaboratively develop work plans for operations and maintenance departments.
- Work with Human Resources to develop and implement all necessary and appropriate training programs and curriculums to ensure a safe work environment for all employees.
- Manage the Airport fleet of vehicles and equipment in a manner that ensures longevity and functionality and develop and implement strong preventative maintenance programs.
- Develop and manage action plans for safety compliance; ensure that MRY has safe working conditions, procedures, staff training and documentation, including current Safety Data Sheets (SDS) to meet all OSHA and CALOSHA requirements and the Safety Data Sheets (SDS) system is current.

- Ensure facilities comply with American with Disabilities Act (ADA) requirements.

QUALIFICATION REQUIREMENTS: To perform this job successfully, the employee must be able to perform each essential duty satisfactorily. Employee is responsible for performing work accurately with minimal supervision. Requirements listed below are representative of the knowledge, skill and/or ability required.

EDUCATION AND/OR EXPERIENCE

- Bachelor's degree (BA/BS) or equivalent job experience.
- Three years related experience in operations and maintenance management
- Three years of supervisory experience.

KNOWLEDGE OF:

- FAA 14 CFR Part 139 and Airport Security 49 CFR Part 1542.
- Principles of airport facility requirements analysis, airspace (including Part 77 and TERPS analysis).
- Principles of airport land use and airfield planning.
- Familiarity with Federal Aviation Administration (FAA) Advisory Circulars and Orders.
- Principles of environmental compliance assurance.
- Principles of water quality and land quality and the interactions of aviation as it relates to the environment.

ABILITY TO:

- Read, analyze, and interpret general business periodicals, professional journals, and governmental regulation.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Interpret a variety of instructions furnished in written, oral, diagram, or financial schedule form.
- Multi-task and determine and direct personal effort to accomplish priorities.
- Effectively and tactfully present information to and communicate with employees, managers, board members, consultants, the general public, and customers.
- Effectively present information to, and communicate with, Board Members, department managers, employees, public groups, regulatory agencies and others.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Make sound independent decisions when circumstances warrant such action.
- Maintain the highest level of integrity and confidentiality.

GENERAL REQUIREMENTS:

- Meets or exceeds the performance factors indicated on the Performance Appraisal form.
- Presents a neat, professional appearance.
- Conduct that reflects positively on the Monterey Regional Airport and encourages others to do the same.
- Maintains confidentiality on all matters related to airport business.
- Organized and analytical, independent, and self-motivated, enthusiastic, and dependable.
- Employs effective interpersonal skills, establishes positive relationships with internal and external customers, and participates positively as a team member.
- Interprets, plans, organizes, develops, and implements programs, goals, objectives, policies, and procedures.
- Adjusts to tasks and focuses with composure to meet changing deadlines and priorities.
- Uses equipment and materials in a safe and acceptable manner, follows established safety procedures, uses appropriate safeguards, and observes common sense rules of safety in all on-the-job activities.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit. The employee is occasionally required to stand, stoop, kneel and crouch. The employee frequently is required to walk; to use hands to repetitively finger, handle or feel objects, tools and use a computer/typewriter keyboard; to reach with hands and arms; and to talk or hear in person and over the telephone.
- The employee is frequently required to drive a motor vehicle, both on and off airport property.
- The employee must occasionally lift and/or move up to 50 pounds, but regularly lifts or pushes items weighing 5-10 pounds.

- Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in a typical office environment. The noise level in the work environment is usually low to moderate. Overhead aircraft noise occurs intermittently throughout the day. High exposure to aircraft noise may occur when working near or on the airfield. The employee:

- Generally works indoors.
- Sometimes works near moving mechanical parts and office machinery.
- Occasionally is exposed to dust and to the risk of electrical shock.

SPECIAL REQUIREMENTS: Prior to employment, applicant must complete and/or provide all of the following:

- Proof of eligibility to legally work in the United States.
- Successful completion of background investigation.
- Ability to pass the Airport's physical examination, including pre-employment testing in accordance with the Airport's drug/substance abuse policies.
- Possess a valid California Motor Vehicle Driver's License and be insurable with the Airport's insurance carrier at the standard rate.

ACKNOWLEDGMENT & RECEIPT

I acknowledge that I have received, read, and sought clarification of any questions I have about the content of this job description. I further understand that, in order for the Airport to retain necessary flexibility to meet organizational needs, this job description may be modified from time to time.

Employee Signature

Date



JOB DESCRIPTION

JOB CLASSIFICATION: Deputy Executive Director
JOB TITLE: Deputy Executive Director
REPORTS TO: Executive Director
APPROVED BY: Executive Director

DEPARTMENT: Planning & Marketing
EXEMPT: Yes
APPROVED DATE: June 21, 2023
REVISED:

JOB SUMMARY: Under the direction and supervision of the Executive Director, the Deputy Executive Director will perform a variety of advanced and complex projects and assignments. The Deputy Executive Director provides strategic oversight and direction for capital projects across the Airport's business departments of aviation, operations, multi-media, property management, and planning and development.

The Deputy Executive Director is an integral part and lead point-of-contact for organization, execution, and responsibility for the management of key airport documents, studies, and programs. These include but are not limited to; the Airport Layout Plan, Airport's Master Plan, Airport Capital Improvement Program, Sustainability, Environmental Compliance; compliance with FAA regulations and applicable Federal, State and Local rules and regulations. This position exercises direct supervision over the personnel within the assigned program areas.

This position is further responsible for coordinating all external communications, establishing collaboration between marketing, public relations, and the social media team to enhance media, public, and inter-agency relations.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The list of duties is representative and not intended to be all inclusive of the duties expected of this position.

- Assist the Executive Director in facilitating effective decision-making. Consult with and advise the Executive Director on policies, programs and activities related to business development, planning, design, and construction of Airport buildings, facilities, and systems.
- Support Executive Director in all efforts to promote development of airport property for revenue generation.
- Oversee management of programs, planning and projects, including financial planning related to grant activities, budgeting, and execution. Analyze operations to evaluate performance and to determine areas of potential cost reduction, program improvement, or policy change.
- Research federal, state, and local funding sources; develop grant applications and execute grant projects.
- Assess inquiries, determine the proper course of action and delegate to the appropriate individual to manage.
- Manage and direct special projects and initiatives.
- Lead the development of Airport initiatives (as assigned), strategic plans (including Airport Master Plan), and policies and procedures.
- Manage, schedule, supervise and review the work of professional and technical staff and consultants and contractors; advise and assist subordinates in administering development projects. Train, oversee and evaluate the work product of other personnel.
- Manage projects: plan, direct, track and coordinate activities of projects, including but not limited to capital projects (Government or District funded), major maintenance projects, information technology projects, and tenant improvement/development projects through all phases of construction, to ensure completion within prescribed time frames and funding parameters.
- Manage/maintain necessary liaison with FAA ADO; submit required construction forms, project contracts, bid results, and other project related actions as needed.

- Develop and implement proactive and effective public communication initiatives related to aviation initiatives at Monterey Regional Airport.
- Ensure full coordination of all marketing, public relations, and social media campaigns and initiatives.
- Anticipate and observe social and economic trends as well as emerging issues that might affect aviation activities and create public relations challenges for the Airport. Based on those trends, recommend to the Executive Director techniques and strategies to protect and enhance the Airport's image.
- Prepare and provide pertinent content for all communications and outreach to the community and airport stakeholders.
- Coordinate events that help maintain and improve the image and identity of the Airport.
- Serve as the communications advisor to the Executive Director regarding public relations matters.
- Prepare and coordinate with the Executive Director the necessary Board actions for project review and approval; write project briefings.
- Recruit, hire, supervise, train, mentor, and discipline subordinate employees.
- Perform with a high degree of independent judgement, discretion, and confidentiality.
- Perform the duties of interim Acting Executive Director during the Executive Director's extended absence.

QUALIFICATION REQUIREMENTS: To perform this job successfully, the employee must be able to perform each essential duty satisfactorily. Employee is responsible for performing work accurately with minimal supervision. Requirements listed below are representative of the knowledge, skill and/or ability required.

EDUCATION AND/OR EXPERIENCE

- Bachelor's degree (BA/BS) or equivalent job experience.
- Five years related experience in project management and/or public grants management, or equivalent job experience.
- Three years of experience in public relations management, or equivalent job experience.
- Five years of supervisory experience.

KNOWLEDGE OF:

- FAA 14 CFR Part 139 and Airport Security 49 CFR Part 1542
- Principles of airport facility requirements analysis, airspace (including Part 77 and TERPS analysis).
- Principles of airport land use, airfield planning, airport master planning and related analyses.
- Familiarity with Federal Aviation Administration (FAA) Advisory Circulars and Orders.
- Knowledge of airport master plans.
- Principles of environmental compliance assurance.
- Principles of economic impact evaluations.
- Principles of water quality and land quality and the interactions of aviation as it relates to the environment.
- Computer hardware and common business software (MS Office, AutoCAD, GIS, Photoshop, and Adobe Acrobat).

ABILITY TO:

- Read, analyze, and interpret general business periodicals, professional journals, and governmental regulation.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Interpret a variety of instructions furnished in written, oral, diagram, or financial schedule form.
- Multi-task and determine and direct personal effort to accomplish priorities.
- Effectively and tactfully present information to and communicate with employees, managers, board members, consultants, the general public, and customers.
- Effectively present information to, and communicate with, Board Members, department managers, employees, public groups, regulatory agencies, and others.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Make sound independent decisions when circumstances warrant such action.
- Maintain the highest level of integrity and confidentiality.

GENERAL REQUIREMENTS:

- Meets or exceeds the performance factors indicated on the Performance Appraisal form.
- Presents a neat, professional appearance.

- Conduct that reflects positively on the Monterey Regional Airport and encourages others to do the same.
- Maintains confidentiality on all matters related to airport business.
- Organized and analytical, independent, and self-motivated, enthusiastic, and dependable.
- Employs effective interpersonal skills, establishes positive relationships with internal and external customers, and participates positively as a team member.
- Interprets, plans, organizes, develops, and implements programs, goals, objectives, policies, and procedures.
- Adjusts to tasks and focuses with composure to meet changing deadlines and priorities.
- Uses equipment and materials in a safe and acceptable manner, follows established safety procedures, uses appropriate safeguards, and observes common sense rules of safety in all on-the-job activities.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit. The employee is occasionally required to stand, stoop, kneel and crouch. The employee frequently is required to walk; to use hands to repetitively finger, handle or feel objects, tools and use a computer/typewriter keyboard; to reach with hands and arms; and to talk or hear in person and over the telephone.
- The employee is frequently required to drive a motor vehicle, both on and off airport property.
- The employee must occasionally lift and/or move up to 50 pounds, but regularly lifts or pushes items weighing 5-10 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in a typical office environment. The noise level in the work environment is usually low to moderate. Overhead aircraft noise occurs intermittently throughout the day. High exposure to aircraft noise may occur when working near or on the airfield. The employee:

- Generally works indoors.
- Sometimes works near moving mechanical parts and office machinery.
- Occasionally is exposed to dust and to the risk of electrical shock.

SPECIAL REQUIREMENTS: Prior to employment, applicant must complete and/or provide all of the following:

- Proof of eligibility to legally work in the United States.
- Successful completion of background investigation.
- Ability to pass the Airport's physical examination, including pre-employment testing in accordance with the Airport's drug/substance abuse policies.
- Possess a valid California Motor Vehicle Driver's License and be insurable with the Airport's insurance carrier at the standard rate.

ACKNOWLEDGMENT & RECEIPT

I acknowledge that I have received, read, and sought clarification of any questions I have about the content of this job description. I further understand that, in order for the Airport to retain necessary flexibility to meet organizational needs, this job description may be modified from time to time.

Employee Signature

Date



JOB DESCRIPTION

JOB CLASSIFICATION: Financial Analyst
JOB TITLE: Financial Analyst
REPORTS TO: Controller
APPROVED BY: Executive Director

DEPARTMENT: Finance & Administration
EXEMPT: Yes
APPROVED DATE: June 21, 2023
REVISED:

JOB SUMMARY: Under the general direction and supervision of the Controller, performs a variety of highly responsible financial planning, analysis & reporting work with assignments and procedures indicated in specific terms and deliverables.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Duties may include, but are not limited to:

FINANCIAL PLANNING, ANALYSIS & REPORTING

- Assist Controller in developing detailed financial, statistical, budgetary, and analytical studies and reports.
- Maintain complex Excel models focused on monthly results, short- and long-term planning, and project analysis.
- Assist Controller in responding to inquiries from department managers, employees, governmental agencies, contractors, and the public regarding financial matters.
- Collect and compile statistical data and other information for special management reports.
- Prepare data for CPA audits.
- Assist in preparation of annual budget and serve as budget analyst and liaison for various departments.
- Assist with cost accounting and capital projects and processing of Grant draws.

OTHER

- Investigate, interpret, analyze, and prepare confidential and routine correspondence and reports on specific projects.
- Serve as back up for other positions and perform other duties as assigned.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Employee is responsible for performing work accurately. Requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

- Bachelors Degree in Accounting or Finance, MBA preferred.
- Three to five years progressively responsible financial planning and analysis experience.
- Public agency and fund accounting experiences preferred; Airport experience is ideal.
- Large construction project/public works experience preferred.
- Sage 100 experience preferred.

GENERAL REQUIREMENTS

Knowledge of existing rules and regulations related to government accounting and auditing processes and requirements, automated financial systems, techniques, and practices related to government applications.

LANGUAGE /COMMUNICATION SKILLS

- Ability to read, analyze, and interpret common employment regulations, business journals, and legal documents.
- Strong interpersonal skills and ability to effectively and tactfully present information to, and communicate with Board members, employees, public groups, regulatory agencies, and others.
- Possess exceptional written and verbal communication skills, including accurate grammar and business correspondence knowledge.

MATHEMATICAL

Ability to work with generally accepted accounting principles (GAAP) and acceptable practices of Governmental Accounting Standards Board (GASB), balance sheets, profit/loss statements, and mathematical concepts such as probability and statistical inference. Must have advanced Excel Modeling experience including multi-scenario modeling, pivot tables, V-Lookups, statistical and financial functions.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Must possess the ability to make sound independent decisions when circumstances warrant such action.
- Able to multitask and determine and direct priorities of tasks.

ADDITIONAL SKILLS AND ABILITIES:

- Conduct must reflect credit on the Monterey Peninsula Airport District and encourage others to do the same.
- Ability to use equipment and materials in a safe and acceptable manner and follow established safety procedures, use appropriate safeguards, and observe common sense rules of safety in all on-the-job activities.
- Ability to maintain positive relations with all coworkers, the board of directors, other agencies, and members of the public.
- Must be organized, highly creative and analytical, independent and self-motivated, enthusiastic, and dependable.
- Must be even-tempered and able to adjust tasks in accordance with changing deadlines and priorities.
- Able to establish and maintain cooperative working relationships.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit.
- The employee is frequently required to walk; use hands to finger, handle, or feel objects, tools, and use a computer/typewriter keyboard; reach with hands and arms; and talk or hear in person and over the telephone.
- The employee is occasionally required to stand stoop, kneel, and crouch.
- The employee must occasionally lift and/or move up to 40 pounds, but regularly lifts or pushes items weighing 5-10 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The physical demands and characteristics described here are representative of those an employee encounters while performing the essential functions in a typical office environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The employee generally works indoors.
- Sometimes works near moving mechanical parts.
- Occasionally exposed to the risk of electric shock.
- Noise level in the work environment is usually low to moderate. Overhead aircraft noise occurs intermittently throughout the day.
- Occasionally incumbent is required to work in an indoor archive room, which exposes incumbent to dust.

SPECIAL REQUIREMENTS:

- Successful completion of a background investigation.
 - Proof of eligibility to legally work in the United States.
 - Possession of a valid California Motor Vehicle Driver's license and be insurable with the District insurance carrier at the standard rate.
 - Ability to pass the District's physical examination, including pre-employment testing in accordance with the District's drug/substance abuse policies.
-

ACKNOWLEDGMENT & RECEIPT

I acknowledge that I have received, read, and sought clarification of any questions I have about the content of this job description. I further understand that, in order for MPAD to retain necessary flexibility to meet organizational needs, this job description may be modified from time to time.

Employee Signature

Date

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Resolution No. 1847, A Resolution Authorizing and Approving the Operating Budget of the Monterey Peninsula Airport District for Fiscal Year 2024

BACKGROUND. The proposed Fiscal Year 2024 Operating Budget is provided for your review and adoption. See Assumptions Used to Formulate the FY 2024 Operating Budget summary attached here to.

BUDGET SUMMARY

A. ENTERPRISE ACTIVITY

1. Operating Revenue:	\$12,095,036
2. Operating Expense	<u>9,937,372</u>
Net Income/(Loss) from Operations:	2,157,664
3. Interest Income:	462,339
4. Interest Expense – CEC & CalTrans loans:	<u>(210,287)</u>
Net Income/(Loss)	2,409,716
5. Other Revenue / Expense:	<u>29,433,864</u>
Total Change Net Position:	<u>\$31,843,580</u>

B. CAPITAL IMPROVEMENTS PROGRAM (CIP)

See Section 5 for Resolution 1848 for Details

1. Federal AIP Grants:	\$31,895,921
2. Passenger Facilities Charges (PFC):	3,126,924
3. District Contributions:	<u>400,000</u>
Total Co-Funded CIP Program:	35,422,845
3. District-Only Financed CIP / Acquisitions:	3,766,860
4. District-Only Funded CIP / Acquisitions:	<u>1,261,000</u>
Total FY 24 CIP Program:	<u>\$40,450,075</u>

DISTRICT NET POSITION.

Total Net Position for June 30, 2022 (audited)	\$88,209,351
Total Net Position for June 30, 2023 (estimated)	\$94,841,452
Total Net Position for June 30, 2024 (projected*)	\$126,685,032

The June 30, 2022 Net Position includes adjustments for GASB 75 Other Post-Employment Benefits (OPEB) and GASB 68 Net Pension Liability. No GASB 68 adjustments have been included for estimated FY 2023 and projected FY 2024 Total Net Position, as the calculations and/or data are not audited and/or not yet available from CalPERS.

*Includes increase in capital assets from AIP/PFC/DISTRICT co-funded projects.

RECOMMENDATION. Adopt Resolution No. 1847 Authorizing and Approving the Operating Budget of the Monterey Peninsula Airport District for Fiscal Year 2024.

ATTACHMENTS.

- Resolution No. 1847
- Assumptions Used for the FY 2024 Operating Budget
- FY 2024 Operating Budget Schedules

RESOLUTION NO. 1847

A RESOLUTION AUTHORIZING AND APPROVING THE OPERATING BUDGET OF THE MONTEREY PENINSULA AIRPORT DISTRICT FOR FISCAL YEAR 2024

WHEREAS, the estimates submitted to the Board of Directors of the Monterey Peninsula Airport District entitled "Monterey Peninsula Airport District, County of Monterey, State of California, Budget - Fiscal Year 2024," and now on file in the offices of the District, are hereby approved and adopted as the budget of the District for the Fiscal Year 2024, and

WHEREAS, the District's Fiscal Year 2024 revenues are projected to be sufficient to fund expenses, capital expenditures and debt service, and

WHEREAS, the available revenues of the District for the Fiscal Year 2024 are hereby appropriated as set forth and segregated in the operating and capital budgets, and

WHEREAS, all annual salaries, compensations, allowances and operating expenses for the Fiscal Year 2024 as set forth in the operating budget shall be payable in such time, form and manner as is prescribed by the Monterey Peninsula Airport District Act and by Resolution No. 1424, a Resolution Establishing Fiscal Control Policies and Procedures for the Monterey Peninsula Airport District; and

WHEREAS, all debt service expenditures, interest, and principal for the Fiscal Year 2024 are identified and shall be payable in such time, form and manner as prescribed by contract or covenant, are hereby approved, and

WHEREAS, all motions and resolutions and parts of motions and resolutions insofar as they are in conflict with this resolution are hereby repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, the Operating Plan presented in the Budget for Fiscal Year 2024 is hereby established and designated as in the Budget and shall take effect on July 1, 2023.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of June 2023 by the following roll call vote:

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

Signed this 21st day of June 2023.

William Sabo, Chair Pro Tem

ATTEST

Michael La Pier, AAE
District Secretary

TO: Board of Directors, Monterey Peninsula Airport District
FROM: Michael LaPier, Executive Director
SUBJECT: Assumptions Used to Formulate the FY 2024 Operating Budget for Resolution No. 1847

PURPOSE:

This document summarizes the assumptions used to prepare the Monterey Peninsula Airport District's ("District") Fiscal Year 2024 ("FY24") operating revenues and expenses budgets.

The assumptions and methods used to construct the District's FY24 financial budgets are based on information available as of the date above and reflect the implementation of a comprehensive Rates and Charges Model (Resolution No. 1845). This narrative report is accompanied by summary and detailed line-item reports in the standard financial format.

PREPARATION OF THE FY 2024 BUDGET:

To establish a methodology that is fair, equitable, and recovers the Airport's cost to operate the airfield and terminal, we have established a "Rates and Charges Model". This model has produced the rates that should be charged to generate revenue sufficient to provide professional services, cover operating costs, provide monetary resources to maintain and acquire assets, and reimburse District reserves **and to meet the objectives of the Plan of Finance for the Safety Enhancement Program ("SEP")**.

Specific rates used to compute FY24 operating revenue are detailed in the Monterey Peninsula Airport District - Schedule of Rates & Charges – FY 2024 (the "Rates & Charges").

The FY24 District revenue budget was prepared with inputs from Landrum and Brown ("L & B") for commercial air service landings and enplanements, and Monterey Fuel Company for heavy general aviation operations. Concession revenues and customer traffic driven revenues were adjusted based on enplanements and other various revenues were adjusted based on specific contract terms. Rates and Charges for commercial aviation, terminal tenants, concession operators, light aviation hangars, fuel flowage fees and RV storage fees were increased for FY24 as detailed in the Schedule of Rates & Charges.

The FY24 budget includes rent increases for all long-term lessees using the April 2022 to April 2023 Consumer Price Index (CPI) for All Urban San Francisco-Oakland-Hayward, CA. The CPI increase in the FY24 budget is projected to be 4.2%. Long-term lessees include the fixed base operators, Northside building lessees, Northside apron lessees, Northside land lessees, non-aviation lessees and other miscellaneous tenant leases.

The FY24 District department expenses were prepared by managers and reviewed by the Executive Director for reasonableness. The FY24 expenses are budgeted to increase by \$477.2K from the FY23 Budget, due primarily to increases in Service Contracts for Fire and Police (\$572.9K) and 7.6% higher manager-controller expenses, partially offset by lower wages and benefits of \$302.5K compared to the FY23 Budget. A more detailed Departmental analysis follows later in this document.

GENERAL:

The FY24 operating revenue and expense budgets have been prepared using accrual accounting methodology. Operating revenues and expenses have been calculated and projected by month. Straight-line methodology has been used sparingly and only where appropriate.

OPERATING REVENUES:

The District’s FY24 budgeted total operating revenues are **\$12,095,036**.

OPERATING REVENUE - ALL CATEGORIES							
REVENUE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	INC/DEC TO FY 2023 BUDGET		FY 2023 FORECAST	
				\$	%		
COMMERCIAL AVIATION	\$ 1,443,656	12%	\$ 1,152,048	\$ 291,608	25.3%	\$ 1,060,060	
GENERAL AVIATION	509,675	4%	484,236	25,439	5.3%	465,118	
TERMINAL LEASES & CONCESSIONS	5,855,405	48%	4,709,928	1,145,477	24.3%	4,938,344	
HEAVY GENERAL AVIATION/FBOs	1,170,347	10%	1,208,214	(37,867)	-3.1%	1,188,257	
LIGHT GENERAL AVIATION	499,636	4%	394,140	105,496	26.8%	399,807	
NON-AVIATION TENANTS	2,192,728	18%	2,183,433	9,295	0.4%	2,200,817	
OTHER	423,589	4%	395,700	27,889	7.0%	572,336	
TOTALS	\$ 12,095,036		\$ 10,527,699	\$ 1,567,337	14.9%	\$ 10,824,739	

Commercial Aviation:

OPERATING REVENUE - COMMERCIAL AVIATION							
REVENUE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	INC/DEC TO FY 2023 BUDGET		FY 2023 FORECAST	
				\$	%		
CA LANDING FEES	\$ 952,806	66%	\$ 795,641	\$ 157,165	19.8%	\$ 717,242	
CA RON FEES	81,604	6%	93,335	(11,731)	-12.6%	79,633	
CA APRON FEES	217,246	15%	134,672	82,574	61.3%	118,125	
CA FUEL FLOWAGE	192,000	13%	128,400	63,600	49.5%	145,060	
TOTALS	\$ 1,443,656		\$ 1,152,048	\$ 291,608	25.3%	\$ 1,060,060	

In FY24 staff worked with L & B to verify estimated commercial air service landings and enplanements and capture from the reservation systems. Staff have applied a 5% reduction to the L & B projections for FY24. The FY24 scheduled commercial aviation revenues are budgeted

to increase by 36.2% over the FY23 forecast; 25.3% of this increase is due to “price”/the new Rates and Charges and 10.9% is due to “volume” increases. Total enplanements are budgeted at **261,314**. Total enplanements for the FY23 Forecast are **233,456**.

District commercial aviation revenues are driven by scheduled airline services that result in Landing, Apron, and RON fees based on aircraft weights. The FY24 commercial aircraft landings are budgeted to be approximately **4,109** and the FY23 Forecasted landings are estimated to be **4,148**.

For FY24 the Airport has increased the commercial landing fee from **\$2.35** to **\$2.65**, the Apron Fee from **\$0.40** to **\$0.63**, the RON Fee from **\$1.05** to **\$1.28** and the air carrier fuel flowage fee from **\$0.05** to **\$0.06** per gallon.

ALL COMMERCIAL AIR CARRIERS -- SCHEDULED AND NON-SCHEDULED SERVICE

FY 2024 PLAN					LANDED	AVAILABLE
MONTH	LANDINGS	APRON	RON		WEIGHT	SEATS
Jul-23	351	351	59		29,497,850	28,314
Aug-23	367	367	64		30,708,292	29,874
Sep-23	368	368	67		30,114,707	28,146
Oct-23	379	379	67		31,108,350	28,316
Nov-23	348	348	47		30,474,021	28,704
Dec-23	361	361	48		31,644,681	29,021
Jan-24	195	195	19		14,463,916	23,494
Feb-24	287	287	42		25,707,250	24,809
Mar-24	327	327	48		29,341,340	28,065
Apr-24	351	351	47		30,149,054	28,471
May-24	382	382	48		32,671,207	32,132
Jun-24	392	392	47		33,931,965	33,017
	4,109	4,109	604		349,812,632	342,363

FY 2023 FORECAST				LANDED WEIGHT	AVAILABLE SEATS
MONTH	LANDINGS	APRON	RON		
Jul-22	417	417	94	27,578,023	28,328
Aug-22	404	404	85	27,067,900	27,446
Sep-22	391	391	66	26,114,301	25,974
Oct-22	404	404	93	25,618,103	26,032
Nov-22	364	364	89	25,145,961	25,775
Dec-22	300	300	63	21,059,950	24,624
Jan-23	292	292	60	20,192,568	21,016
Feb-23	246	246	54	22,049,521	22,298
Mar-23	284	284	58	25,501,594	25,478
Apr-23	338	338	62	26,424,711	25,562
May-23	354	354	62	26,944,838	29,411
Jun-23	354	354	62	26,560,856	29,411
	4,148	4,148	848	300,258,326	311,355

A carrier-by-carrier analysis follows:

American is budgeted to comprise **56.7%** of the Airport's traffic for FY24, based on **148,266** enplanements: American's CPE based on the FY24 Budget is **\$8.93**. Details of the L & B projected flight schedules, less the 5% reduction, are as follows:

American/American Eagle	DFW		PHX			Total Landings	Total Seats	Load Factor	Total Enplanements
	A319	E175	A319	E175	CR7				
Jul-23	59			88		147	14,011	78%	10,902
Aug-23	59			105		163	15,481	77%	11,968
Sep-23	57			114		171	16,203	72%	11,719
Oct-23	59		3	112	3	177	16,366	75%	12,274
Nov-23	56		28	56	29	168	17,178	73%	12,506
Dec-23	59		29	57	29	175	17,190	75%	12,893
Jan-24		58				58	14,420	73%	10,595
Feb-24	48	5	27	53	27	160	16,104	76%	12,227
Mar-24	59		29	57	29	175	17,555	81%	14,168
Apr-24	57		29	56	29	170	16,989	78%	13,226
May-24	59		29	57	29	175	17,555	75%	13,166
Jun-24	57		29	56	29	170	16,989	74%	12,622
Total	629	63	202	811	203	1,909	196,040	76%	148,266

United is budgeted to comprise **22.3%** of the Airport's traffic for FY24, based on **58,345** enplanements: United's CPE based on the FY24 Budget is **\$15.36**. Details of L & B projected flight schedules, less the 5% reduction, are as follows:

United Airlines/Skywest									Total	Total	Load	Total
DEN			LAX			SFO			Landings	Seats	Factor	Enplanements
E175	CRJ	CR7	E175	CR7	CRJ	E175	CR7	CRJ				
29			29	29		29			118	8,423	74%	6,228
29			29	29		29			118	8,423	75%	6,286
4	25		4	4	49	4		25	114	6,027	79%	4,762
	29				59			29	118	5,890	85%	4,996
	29				57			29	114	5,700	76%	4,355
	29				59			29	118	5,890	74%	4,339
	29			10	20			29	88	4,608	64%	2,943
	27		10	10	7			27	80	4,395	75%	3,287
	29			29	6			29	94	5,292	79%	4,185
	29			29	29			29	114	6,270	82%	5,116
	4	26		29	29		26	4	117	7,458	81%	6,076
28		1	28	29	1	28	1		114	8,126	71%	5,771
90	230	27	100	199	314	90	27	230	1,306	76,500	76%	58,345

Alaska is budgeted to comprise **14.8%** of the Airport's traffic for FY24, based on **38,665** enplanements: Alaska's CPE based on the FY24 Budget is **\$10.35**. Details of L & B projected flight schedules, less the 5% reduction, are as follows:

Alaska			Total	Total	Load	Total
	SAN	SEA	Landings	Seats	Factor	Enplanements
	E175	E175				
Jul-23	29	29	59	4,476	82%	3,648
Aug-23	29	29	59	4,476	81%	3,613
Sep-23	29	29	57	4,332	77%	3,341
Oct-23	29	29	59	4,476	76%	3,424
Nov-23	29	29	57	4,332	76%	3,311
Dec-23	29	29	59	4,476	70%	3,119
Jan-24	20	20	40	3,032	48%	1,462
Feb-24	20	20	40	3,032	66%	2,013
Mar-24	20	29	49	3,754	72%	2,704
Apr-24	21	21	42	3,754	77%	2,878
May-24	44	20	64	5,596	76%	4,249
Jun-24	57	25	82	6,498	75%	4,902
Total	356	310	666	52,237	74%	38,665

Allegiant is budgeted to comprise **5.3%** of the Airport's traffic for FY24, based on **13,814** enplanements: Allegiant's CPE based on the FY24 Budget is **\$5.49**. Details of L & B projected flight schedules, (no reduction applied), are as follows:

Allegiant			Total	Total	Load	Total
	LAS	LAS	Landings	Seats	Factor	Enplanements
	A319	A320				
Jul-23	9	0	9	1,404	88%	1,233
Aug-23	6	3	9	1,494	88%	1,315
Sep-23	3	6	9	1,584	82%	1,304
Oct-23	3	6	9	1,584	80%	1,268
Nov-23	6	3	9	1,494	82%	1,221
Dec-23	7	2	9	1,464	75%	1,103
Jan-24	8	1	9	1,434	58%	834
Feb-24	7	1	8	1,278	66%	846
Mar-24	7	2	9	1,464	72%	1,059
Apr-24	1	7	8	1,458	79%	1,156
May-24	5	4	9	1,524	81%	1,234
Jun-24	9	0	9	1,404	88%	1,239
Total	71	35	106	17,586	79%	13,814

JSX is budgeted to comprise **0.9%** of the Airport's traffic for FY24, based on **2,225** seasonal enplanements: We did not include the L&B forecasted JSX flights to BUR, nor L&B's forecasted Avelo flights to BUR. Details of L & B projected flight schedules to SNA, (adjusted to reflect April to October seasonality), are as follows:

JSX			Total	Total	Load	Total
	SNA		Landings	Seats	Factor	Enplanements
	E145					
Jul-23	18	18	18	540	65%	351
Aug-23	18	18	18	540	65%	351
Sep-23	17	17	17	510	55%	281
Oct-23	17	17	17	510	55%	281
Nov-23	-	-	-	-	-	-
Dec-23	-	-	-	-	-	-
Jan-24	-	-	-	-	-	-
Feb-24	-	-	-	-	-	-
Mar-24	-	-	-	-	-	-
Apr-24	17	17	17	510	60%	306
May-24	18	18	18	540	60%	324
Jun-24	17	17	17	510	65%	332
Total	122	122	122	3,660	61%	2,225

Based on information provided by the District's fuel service provider, commercial air carriers are budgeted to purchase about 3.2M gallons of Jet A during FY24 (American 1.7M, United 0.812M, Alaska 0.56M, JSX 0.085M and Allegiant 0.043M). For FY24 the Airport has increased the air carrier fuel flowage fee from **\$0.05** to **\$0.06** per gallon.

General Aviation:

OPERATING REVENUE - GENERAL AVIATION					
REVENUE TYPE	FY 2024 BUDGET	FY 2023 BUDGET	INC/DEC TO FY 2023 BUDGET		FY 2023 FORECAST
			\$	%	
GA LANDING FEES	\$ 455,175	\$ 484,236	\$ (29,061)	-6.0%	465,118
Special Events - Aircraft Parking Fees	41,000	-	41,000		-
Special Events - Car Auction Parking Fees	13,500	-	13,500		-
	\$ 509,675	\$ 484,236	\$ 25,439	5.3%	\$ 465,118

FY24 General Aviation landing fees are forecasted to decrease 2.1% from the Forecasted FY23 levels. For FY24 the Airport has increased the General Aviation landing fees from **\$2.40** to **\$2.55** per 1000 MGLW.

Special Event fees are comprised of Aircraft Parking Fees of \$41K, at the Rate of **\$100/Day** and a Car Auction Parking Fee of \$13.5K, at the Rate of **\$100/car sold** at auction on the Airport property.

Terminal Area:

OPERATING REVENUE - TERMINAL LEASES & CONCESSIONS						
REVENUE TYPE	FY 2024 BUDGET	%	FY 2023 BUDGET	INC/DEC TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
SPACE RENTS	\$ 2,051,587	35%	\$ 1,740,528	\$ 311,059	17.9%	\$ 1,739,892
RENTAL CAR	1,919,575	33%	1,513,074	406,501	26.9%	1,630,672
PARKING	1,342,188	23%	1,019,511	322,677	31.7%	1,070,248
CONCESSIONS	293,232	5%	212,551	80,681	38.0%	256,033
TCP PERMITS	5,460	0%	5,400	60	1.1%	5,701
TAXI PERMITS/FEES	42,506	1%	51,707	(9,201)	-17.8%	39,942
TNC PERMITS/FEES	190,311	3%	167,157	23,154	13.9%	190,311
PEER-TO-PEER RENTALS	10,546	0%	-	10,546		5,543
TOTALS	\$ 5,855,405		\$ 4,709,928	\$ 1,145,477	24.3%	\$ 4,938,344

Terminal Area space rents for FY24 are comprised of: Commercial Aviation leases (\$1,483.8K), TSA lease of \$119.7K and Rental Car related leases of \$448.1K (\$164.8K for counter and office space, \$88.8K for the QTA and \$194.5K for Ready Park, Tower Storage Parking, and Overflow Parking). In the FY24 Budget, new Rates and Charges will be implemented effective 7/1/2023; Terminal Space rent has been increased from **\$4.40/sq.ft./month** to **\$5.55/sq.ft./month**. The rent

for the QTA and for Ready Park, Tower Storage & Overflow Parking for the Rental Car companies have not been increased in FY24.

Rental Car concessions (with a 10% commission) are budgeted to increase by \$288.9K/17.7%, over the FY23 Forecast under the assumption that FY23's performance will continue into FY24.

Parking Concession revenue is budgeted to increase \$271.9K/25.4% over the FY23 Forecast due primarily to the increase in Rates & Charges; Long Term Parking has been increased from **\$13.00** per day after 3 hours to **\$16.00** per day after 3 hours, Short Term and Premium Parking has been increased from **\$24.00** per day to **\$28.00** per day.

Terminal Concessions include Woody's Restaurant, Woody's Cockpit Café-Bar-Lounge, Gifts and More, Lamar Advertising and Certified Folder Display. In FY24, Terminal Concessions are budgeted to increase by \$37.2K/14.5% over the FY23 Forecast, primarily due to increased sales at Woody's Restaurant.

TCP, Taxi, TNC and Peer-to-Peer (Transportation Concessions) are budgeted to increase \$7.9K from the FY23 Forecast primarily due to higher peer-to-peer rentals.

Heavy General Aviation:

OPERATING REVENUE - HEAVY GENERAL AVIATION/FBOs							
REVENUE TYPE	FY 2024		FY 2023		INC/DEC TO FY 2023 BUDGET		FY 2023 FORECAST
	BUDGET	%	BUDGET	%	\$	%	
FBO RENTS	\$ 665,100	57%	\$ 722,784		\$ (57,684)	-8.0%	\$ 708,789
FUEL FLOWAGE FEES	505,247	43%	485,430		19,817	4.1%	479,468
TOTALS	\$ 1,170,347		\$ 1,208,214		\$ (37,867)	-3.1%	\$ 1,188,257

Combined FY24 Heavy General Aviation FBO rents and fuel flowage fees are budgeted to decrease \$17.9K/1.5% from the FY23 Forecast levels. This decrease in Heavy General Aviation revenues comes from a decrease in FBO ground lease rents from Monterey Fuel Company, which had to surrender 8.37 acres of ground lease area when it agreed to relocate its Southeast Hangar space to the Northeast side of the Airport, partially offset by increases in Fuel Flowage Fees of 5.4%. The FBO Rents have been increased based on the April 2023 CPI Index, which is projected to increase 4.2% from April 2022.

Increases in Rates and Charges for FY24 for Fuel Flowage Charges have been increased from **\$0.14** to **\$0.16** per gallon for Jet A and from **\$0.12** to **\$0.13** per gallon for 100 LL.

Light Aviation & Other Aviation Tenants:

OPERATING REVENUE - LIGHT GENERAL AVIATION & OTHER AVIATION TENANTS						
REVENUE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	INC/DEC TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
FACILITY/SPACE RENTS	\$ 182,856	37%	\$ 181,380	1,476	0.8%	\$ 182,022
T-HANGARS & TIE-DOWN RENTS	143,340	29%	212,760	(69,420)	-32.6%	217,785
CORPORATE HANGAR	100,000	20%	-	100,000		-
BOX HANGARS	73,440	15%	-	73,440		-
TOTALS	\$ 499,636		\$ 394,140	\$ 104,020	26.4%	\$ 399,807

Light General Aviation revenue includes Northside buildings, ground leases, hangar rents and tiedown fees. Light general aviation revenues are budgeted to increase by \$99.8K/25.0% over the FY23 Forecast due to the rents from the Box and Corporate Hangars, offset by decreases in the T-Hangars revenues from the Southeast Hangars which will be demolished at the end of September 2023.

Facility/Space rents have been increased in the FY24 Budget by the CPI increase of 4.2%.

T-Hangars & Tie-Downs rates & charges have not been increased in FY24.

Rates and Charges for FY24 for the 24 NorthEast Box Hangars have been budgeted at **\$450.00 per month** per Hangar, and **\$1.25 per sq.ft. per month** for the 10,000 sq.ft. Corporate Hangar.

Non-Aviation Tenants:

OPERATING REVENUE - NON-AVIATION TENANTS						
REVENUE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	INC/DEC TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
FACILITY/SPACE RENTS	\$ 1,083,348	49%	\$ 1,057,417	\$ 25,931	2.5%	\$ 1,060,553
OFFICE RENTAL SPACE	443,935	20%	464,240	(20,305)	-4.4%	464,591
SELF-STORAGE CONCESSION	407,277	19%	390,000	17,277	4.4%	395,797
RV STORAGE	217,500	10%	161,760	55,740	34.5%	168,804
OUTSIDE STORAGE	34,668	2%	104,016	(69,348)	-66.7%	104,007
OTHER	6,000	0%	6,000	-	0.0%	7,065
TOTALS	\$ 2,192,728		\$ 2,183,433	\$ 9,295	0.4%	\$ 2,200,817

Non-Aviation revenue consists of Northside commercial space rents, 2801 Monterey/Salinas Highway property rents, the Monterey H-Way Self-Storage concession, RV Storage, outside storage and Tarp's related revenues, which overall are budgeted at materially the same level as the FY23 Forecast.

Facility/Space rents have been increased by the CPI of 4.2%.

Office Rental space at 2801 MSH is budgeted to decrease \$20.7K from the FY23 Forecast due to the vacancy of South wing of 2801 (approx. 2,385 sq.ft.) due to the departure of Eric Holk.

Self-Storage concession revenue from Monterey Hi-Way self-storage is budgeted to increase \$11.5K/2.9% over the FY23 Forecast.

Rates and Charges for FY24 for the RV Storage spaces have been increased, per month, from **\$100** to **\$125** for the 30 ft. spaces, **\$125** to **\$150** for the 45 ft. spaces and **\$150** to **\$175** for the 60 ft. spaces. Rates and Charges for the Del Rey Oaks RV Storage spaces have been increased from **\$100** to **\$125**.

Outside Storage revenues will cease at the end of September 2023, as an environmental condition of the Northside Hangar development.

Other Operating Revenues:

OPERATING REVENUE - OTHER OPERATING REVENUE						
REVENUE TYPE	FY 2024 BUDGET	FY 2023 BUDGET	INC/DEC TO FY 2023 BUDGET		FY 2023 FORECAST	
			\$	%		
CHARGE-BACKS, FEES & OTHER	\$ 423,589	\$ 395,700	\$ 27,889	7.0%	\$ 572,336	

Other Operating Revenue consists of Property Tax income, Tenant Utilities Charge-backs, Late Fees and Interest, Building Permits and License Fees, Tenant and Employee Parking and Miscellaneous Other Operating revenues. These revenues are budgeted to decrease by \$148.7K from the FY23 Forecast, due primarily to a non-recurring accounting adjustment of \$96K which was booked to Miscellaneous Other Revenue in FY23.

OPERATING EXPENSES:

ALL DEPARTMENTS						
EXPENSE TYPE	FY 2024 BUDGET	FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST	
			\$	%		
WAGES & BENEFITS	\$ 3,981,432	\$ 4,283,552	\$ (302,120)	-7.1%	\$ 3,435,047	
SERVICE CONTRACTS	3,120,945	2,542,368	578,577	22.8%	2,542,418	
MANAGER-CONTROLLED OpEx	2,834,996	2,634,296	200,700	7.6%	2,244,610	
TOTALS	\$ 9,937,372	\$ 9,460,216	\$ 477,156	5.0%	\$ 8,222,074	

Headcount, Salaries, Payroll Taxes and Benefits

In FY24 the Airport budget reflects a headcount of **30** full-time employees, which includes a net increase of 2 staff positions, compared to FY23.

DEPARTMENT	FISCAL YEAR 2024			FISCAL YEAR 2023		
	F/T	P/T	TOTAL	F/T	P/T	TOTAL
Finance & Admin ¹	8	0	8	8	0	8
Planning & Mkt ²	4	0	4	4	0	4
Maintenance ³	13	0	13	12	0	12
Operations ⁴	5	0	5	4	0	4
TOTALS	30	0	30	28	0	28
¹ Add 1 Financial Analyst Position, Elim 1 Public Relations Specialist Position; Social Media Specialist transferred to P&M, Property Specialist transferred in from P&M.						
² Fill Open Project Manager Position; Social Media Specialist transferred from F&A, Property Specialist transferred to F&A.						
³ Add 1 Maintenance Worker Position; Fill 1 Open Maintenance Worker Position.						
⁴ Add 1 Deputy Executive Director Position.						

Payroll, payroll taxes, worker's compensation insurance and benefits (PTWB) related costs will comprise 40% of the Airport's total FY24 operating expenses, Service Contracts for Fire, Police and District Legal Counsel will comprise 31% of the Airport's total FY24 operating expenses, with 29% comprised of Manager-Controlled Operating Expenses. The FY24 PTWB includes a mandatory actuarially determined CalPERS UAL payment which has decreased \$158.7K from the FY23 Forecast amount. The Airport experienced a modest increase in its workers' compensation insurance modification rate from 71% in FY23 to 73% for FY24; the FY24 Fiscal impact is approximately \$2.2K.

CalPERS Retirement Contributions

In FY24 all District staff will participate in either the Miscellaneous Classic (if employed prior to January 1, 2013) or the PEPRA retirement plan. The table below summarizes employer and employee contribution rate changes for the Classic and PEPRA retirement plans.

In FY24, the Employer contribution rates for Miscellaneous-Classic employees increased 14.7% and Miscellaneous-PEPRA employees increased 2.8%.

	FISCAL YEAR 2024	
	Miscellaneous - PEPRA	Miscellaneous - CLASSIC
Benefit Formula	2% at 62	2% at 55
Final Compensation Period	3 Yr. Final Comp	1 Yr. Final Comp
Employer Rate	7.680%	12.470%
Employee Rate	7.750%	7.000%
# of Active Participants	23	7

FISCAL YEAR 2023		
	Miscellaneous - PEPRA	Miscellaneous - CLASSIC
Benefit Formula	2% at 62	2% at 55
Final Compensation Period	3 Yr. Final Comp	1 Yr. Final Comp
Employer Rate	7.470%	10.870%
Employee Rate	6.750%	7.000%
# of Active Participants	20	8

CalPERS Unfunded Account Liability (UAL) and GASB 68

The District's share of the Pension Liability is actuarially determined by CalPERS, which issues an annual GASB 68 Report. The status of the UAL is as follows:

	Total Pension Liability	Fiduciary Net Position	Net Pension Liability
Miscellaneous Plan:			
Total Miscellaneous Pool, per CalPers GASB 68 Accounting Report	21,449,898,398	16,770,671,339	(4,679,227,059)
Total Proportionate Rates - 2022	0.0005849	0.0006100	
	(12,546,046)	10,230,110	(2,315,936)
Safety Plan:			
Total Safety Pool, per CalPers GASB 68 Accounting Report	28,076,076,740	21,204,498,824	(6,871,577,916)
Total Proportionate Rates - 2022	0.0009663	0.0009989	
	(27,129,913)	21,181,174	(5,948,739)
Liability as of 6/30/2023:			(8,264,675)

	Total Pension Liability	Fiduciary Net Position	Net Pension Liability
Miscellaneous Plan:			
Total Miscellaneous Pool, per CalPers GASB 68 Accounting Report	19,964,594,105	18,065,791,524	(1,898,802,581)
Total Proportionate Rates - 2021	0.0005876	0.0005651	
	(11,731,195)	10,208,979	(1,522,217)
Safety Plan:			
Total Safety Pool, per CalPers GASB 68 Accounting Report	26,210,348,159	22,700,862,352	(3,509,485,807)
Total Proportionate Rates - 2021	0.00099990	0.00093480	
	(26,207,727)	21,220,766	(4,986,961)
Liability as of 6/30/2022:			(6,509,178)

GASB 68 requires the recognition of unfunded accrued pension liability. There is no provision in this operating budget to adjust the GASB Statement No. 68 balance sheet liability.

In FY24 the Airport will contribute **\$469.3K** for the net pension liability/UAL. We will take advantage of the 3.4% Interest savings by prepaying the annual UAL in July of 2023.

CalPERS EMPLOYER PAYMENT OF UNFUNDED LIABILITY/NET PENSION LIABILITY				
EMPLOYEE PLAN	FY 2024	FY 2023	CHG - \$	CHG - %
Miscellaneous - Classic ¹	\$ 147,695	\$ 156,655	\$ (8,960)	-6%
Miscellaneous - PEPRA	-	7,124	(7,124)	
Safety Police - Classic ²	116,620	173,177	(56,557)	-48%
Safety Police - PEPRA	3,213	3,750	(537)	-17%
Safety Fire - Classic ³	201,777	287,323	(85,546)	-42%
UAL Year to Year Change	\$ 469,305	\$ 628,029	\$ (158,724)	-34%
¹ Revised FY23 Employer Contribution after lump sum payment of \$1,029,688 in June 2022.				
² Revised FY23 Employer Contribution after lump sum payment of \$972,484 in June 2022.				
³ Revised FY23 Employer Contribution after lump sum payment of \$1,987,828 in June 2022.				

GASB 75 Other Post Retirement Benefits (OPEB)

OPEB benefits are paid to retired employees who elect to receive health benefits through CalPERS. There are two general classes of OPEB retirees: police officers and all other employees. Police officers who retire and elect CalPERS health benefits receive a monthly payment to cover health benefits. The amount paid to each retired police officer is different and is calculated based on a formula outlined in the Police Officers Association Memorandum of Understanding. The FY24 Budget includes the OPEB for **5** former Police Officers and **10** other employees.

All other retired employees electing CalPERS healthcare coverage receive the Public Employees' Medical and Hospital Care Act (PEMHCA) mandatory minimum payment. For CY24 the minimum payment is budgeted to be \$153 per month per participant.

Macleod Watt, Inc. has updated and recalculated the June 30, 2023 total actuarial OPEB liability for the Airport as follows:

Items	For Reporting At Fiscal Year Ending June 30, 2023
Total OPEB Liability	\$ 1,560,497
Fiduciary Net Position	-
Net OPEB Liability	\$ 1,560,497
<i>Adjustment for Deferred Resources:</i>	
Deferred (Outflows)	(315,895)
Deferred Inflows	901,675
Impact on Statement of Net Position	\$ 2,146,277
OPEB Expense, FYE 6/30/2023	\$ (143,098)

Items	For Reporting At Fiscal Year Ending June 30, 2022
Total OPEB Liability	\$ 2,032,252
Fiduciary Net Position	-
Net OPEB Liability (Asset)	2,032,252
Deferred (Outflows) of Resources	(402,748)
Deferred Inflows of Resources	737,385
Impact on Statement of Net Position	\$ 2,366,889
OPEB Expense, FYE 6/30/2022	\$ (49,010)

The June 30, 2024 actuarial OPEB liability for the District will be updated annually and recorded as an adjustment to the District's Net Position. The Airport will not be funding the OPEB liability but will be using the "Pay as You Go" method and will only pay the required monthly payments to retirees. For FY24 the direct OPEB retiree cash payments will be approximately **\$49,940**.

Health Benefits

The District contracts with CalPERS for health insurance coverage. The CY23 rates will remain for 6 months in FY24; the health insurance premiums will change again on January 1, 2024. PERS has reduced the health plan options from four to three (3) by combining PERS Choice and Care in a new plan labeled PERS Platinum. This budget provides for a 5.0% increase in health insurance premiums. Depending upon the benefit plan, Airport employees will continue to pay 7%, 15% or 20% of their health insurance premium. CalPERS will publish CY24 health insurance rates in July 2023.

CaIPERS HEALTH INSURANCE RATE CHARGES BY PLAN						
		MONTHLY PREMIUMS ¹			INCREASE OR DECREASE ON	PROJECTED INCREASE ON
	NUMBER OF PARTICIPANTS ²	Employee Only	Employee & Dependent	Employee & 2+ Dependents	1/1/2023	1/1/2024
Anthem HMO Select	0	\$ 1,128.83	\$ 2,257.66	\$ 2,934.96	11.1%	5%
Blue Shield Trio HMO	21	888.94	1,777.88	2,311.24	N/A - New Plan	5%
PERS Gold (Select)	0	825.61	1,651.22	2,146.59	11.7%	5%
PERS Platinum	6	1,200.12	2,400.24	3,120.31	13.5%	5%
	27					

¹ The District contributes \$151 towards the Monthly Premium plus: 80% for 1 Participant, 85% for 22 Participants; and 93% 3 Participants..

² Three (3) employees have opted to not participate but do receive \$500/month as "Medical-in-Lieu".

District provided dental, employee vision and life insurance has been consolidated under one provider (MetLife). For FY24 dental, employee vision and life insurance premiums have been projected to increase by 5%.

Contract Services

Police

In FY24 law enforcement services will continue to be provided by the City of Del Rey Oaks (DRO) under the automatic renewal provisions of the five (5) year contract which expires on June 23, 2023. The latest estimate of \$1,324,385 from the City of Del Rey Oaks for the FY24 Police Contract was received on June 6, 2023; this 22.2% increase over the FY23 Budget of \$1,083,648 has not been agreed to.

Fire Protection

Beginning on October 1, 2023, ARFF service, as well as structural fire protection and facilities inspection, will be provided under a new contract. For purposes of the Budget as of the date of this writing, we assumed that a final contract will be agreed to with the City of Monterey at their “alternative” proposal amount of \$1,787,573, starting October 1, 2023.

District Counsel

In FY24 the contract with Cole, Huber for District Counsel services is assumed to be extended with a 5% increase, providing for a monthly retainer of \$9,975.00 per month.

General Department Information

Where applicable, a “user pays” methodology drives the formulation of operating expenses. This methodology dictates that each operating department budget is charged for all expenses incurred by that department. Exceptions to this method are vehicle maintenance, depreciation, entity insurance, technology infrastructure and utilities expense. These “exceptions” are recognized in specific departments or categories in the managing department.

Because the District is a Part 139 Airport, there is a baseline level of service that is fixed. The level of service will not increase in FY24.

Finance & Administration Department

Finance and Administration (F&A) department provides Airport management, customer service to tenants, general administration, accounting, marketing, air service development, public relations, and human resources services. The Executive Director and Controller are included in this department.

In FY24 Budget, the F&A department staff will have a total of **(8)** eight full-time positions. The new budgeted position is a Financial Analyst that will support the Controller, and in the FY23 Budget there was Public Relations Specialist position, which has been eliminated. The Property

Specialist position has been transferred into the F&A Department, and the Social Media Specialist position has been transferred out to the Planning & Marketing Department.

FINANCE & ADMINISTRATION						
EXPENSE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
WAGES & BENEFITS	\$ 1,186,130	48%	\$ 1,192,490	\$ (6,360)	-0.5%	\$ 1,026,673
MANAGER-CONTROLLED OpEx	1,290,990	52%	1,063,396	227,594	21.4%	1,257,508
TOTALS	\$ 2,477,119	100%	\$ 2,255,886	\$ 221,233	9.8%	\$ 2,284,181

FY24 F&A expenses are budgeted to increase by \$221.2K over the FY23 Budget.

FY24 F&A Wages & Benefits – There is no material change in the FY24 Wages & Benefits compared to the FY23 Budget.

FY24 F&A Manager Controlled OpEx - The \$227.6K increase in manager-controlled expenses over the FY23 Budget is primarily due to 1) Higher Liability Insurance expense, including a new Cyber Insurance Policy (\$49.6K), 2) Higher SCASDP Grant Match (\$50.0K), 3) Higher Human Resources (\$45.0K), 4) Higher Telephone (\$24.1K) and 5) Higher Other Legal Services (\$20.0K).

Planning & Marketing Department

In FY24 the Planning & Marketing Department (P&M) is staffed by (4) four full-time positions; the Deputy Executive Director Planning and Marketing, two Project Managers (one of which is yet to be filled) and a Social Media Specialist. P&M is responsible for engineering, environmental monitoring, property management, project and grant management and information technology, as well as overseeing the PR Contract work done by Chidlaw Marketing and the overall Marketing effort for the Airport.

Information Technology (IT) expense for the overall operation and maintenance of the District's local area network (LAN), the LAN's associated software and licenses, as well as the LAN's internet connectivity are budgeted, monitored, and managed by the P&M Department.

PLANNING & MARKETING						
EXPENSE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
WAGES & BENEFITS	\$ 695,000	59%	\$ 620,610	\$ 74,390	12.0%	\$ 574,261
MANAGER-CONTROLLED OpEx	479,525	41%	363,580	115,945	31.9%	100,310
TOTALS	\$ 1,174,525	100%	\$ 984,190	\$ 190,335	19.3%	\$ 674,571

In FY24 P&M department expenses are budgeted to increase by \$190.3K over the FY23 Budget. The increase includes \$74.4K of wages & benefits and \$115.9K of manager-controlled operating expenses.

FY24 P&M Wages & Benefits - The \$74.4K increase in wages & benefits over the FY23 Budget is due primarily to the costs associated with filling the vacant Project Manager position.

FY24 P&M Manager-Controlled OpEx - The \$115.9K increase in manager-controlled expenses over the FY23 Budget is due primarily to: 1) Higher Public Relations (\$72.5K), 2) Higher Social Media Marketing (\$30.8K) and 3) Higher Computer/LAN & IT (\$12.7K).

Facility Maintenance and Custodial Services Department

In FY24, the Facility Maintenance and Custodial Services department (Maintenance) staff will increase to **(13)** thirteen positions by adding one maintenance worker position (and filling one open) full-time position. There will be six maintenance positions, five custodian positions and two department leads.

Maintenance is responsible for general maintenance of the terminal, airfield and other Airport owned structures (including hangars, leased buildings, etc.), Airport operating areas, roads, parking lots, lighting, and vehicles. Custodial staff maintains the common areas and offices in the terminal.

MAINTENANCE & CUSTODIAL SERVICES						
EXPENSE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
WAGES & BENEFITS	\$ 1,129,685	64%	\$ 1,228,747	\$ (99,062)	-8.1%	\$ 986,362
MANAGER-CONTROLLED OpEx	635,341	36%	637,245	(1,904)	-0.3%	504,360
TOTALS	\$ 1,765,025	100%	\$ 1,865,992	\$ (100,967)	-5.4%	\$ 1,490,722

The FY24 Maintenance Department expenses are budgeted to decrease by \$101.0K compared to the FY23 Budget. The decrease includes \$99.1K of lower wages & benefits.

FY24 Maintenance Wages & Benefits - The \$99.1K decrease in wages & benefits over the FY23 Budget is due primarily to the elimination of the Maintenance Manager position which has been replaced by a less costly Maintenance Worker position.

FY24 Maintenance Manager Controlled OpEx – There is no material change in Manager-Controlled expenses for FY24 as compared to the FY23 Budget.

Airport Operations Department

In FY24, the Operations Department (OPS) staff will increase to **(5)** five full-time positions; the addition of the Deputy Executive Director Operations & Maintenance, plus the existing Superintendent of Field Operations, two Operations Managers and an Executive Assistant.

The OPS Department is responsible for the badging of staff and tenant employees who operate at the airport, airfield operations area inspections, communications with FAA, posting safety notices, airport and tenant CCTV security system maintenance and repair, annual software expenses for the operations area gate System (OAG), flight information display system (FIDS), and the annual taxi beacon and Gatekeeper software systems for tracking taxi drop-off/pick-up fees.

AIRPORT OPERATIONS						
EXPENSE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
WAGES & BENEFITS	\$ 701,219	82%	\$ 506,394	\$ 194,825	38.5%	\$ 430,011
MANAGER-CONTROLLED OpEx	153,410	18%	136,660	16,750	12.3%	122,783
TOTALS	\$ 854,629	100%	\$ 643,054	\$ 211,575	32.9%	\$ 552,794

FY 24 OPS Department total expenses are budgeted \$211.6K over the FY23 Budget. The increase includes \$194.8K of wages & benefits and \$16.8K of manager-controlled operating expenses.

FY24 OPS Wages & Benefits - The \$211.6K increase in wages & benefits over the FY23 Budget is due primarily to the addition of the Deputy Executive Director Operations & Maintenance position.

FY24 OPS Manager-Controlled OpEx - The \$16.8K increase in manager-controlled expenses over the FY23 Budget is due primarily to: 1) Higher Computer/LAN & IT (\$4.0K) and 2) Higher Other/Contractor Services (\$6.5K).

Airport Police Department

In FY24 the City of Del Rey Oaks' Police Department will continue to provide law enforcement service under the direction of the Deputy Executive Director Operations & Maintenance. The latest estimate of \$1,324,385 from the City of Del Rey Oaks for the FY24 Police Contract was received on June 6, 2023; this 22.2% increase over the FY23 Budget has not been agreed to.

AIRPORT POLICE						
EXPENSE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
RETIREMENT BENEFITS	\$ 26,507	2%	\$ 200,346	\$ (173,839)	-86.8%	\$ 92,196
POLICE CONTRACT	1,324,385	96%	1,083,648	240,737	22.2%	1,083,650
MANAGER-CONTROLLED OpEx	34,200	2%	34,700	(500)	-1.4%	13,188
TOTALS	\$ 1,385,092	100%	\$ 1,318,694	\$ 66,398	5.0%	\$ 1,189,033

In FY24 Police Department expenses will increase \$66.4K from the FY23 Budget, reflecting a \$240.7K increase in the Police Contract, partially offset by decreased retirement benefit costs of \$173.8K.

FY24 Police Retirement Benefits - The \$173.8K decrease from the FY23 Budget reflects the decrease in the actuarially determined UAL expenses.

Aircraft Rescue and Firefighting (ARFF) Services

Beginning on October 1, 2023, ARFF service, as well as structural fire protection and facilities inspection, will be provided under a new contract. For purposes of the Budget as of the date of this writing, we assumed that a final contract will be agreed to with the City of Monterey at their “alternative” proposal amount of \$1,787,573, starting October 1, 2023.

ARFF & FIRE SERVICES						
EXPENSE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
RETIREMENT BENEFITS	\$ 212,649	11%	\$ 504,629	\$ (291,980)	-57.9%	\$ 296,915
FIRE FIGHTING CONTRACT	1,676,860	86%	1,344,720	332,140	24.7%	1,344,720
MANAGER-CONTROLLED OpEx	64,480	3%	73,075	(8,595)	-11.8%	31,076
TOTALS	\$ 1,953,989	100%	\$ 1,922,424	\$ 31,565	1.6%	\$ 1,672,711

FY24 ARFF Retirement Benefits – The \$292.0K decrease from the FY23 Budget is due to decreased actuarially determined payments to CalPERS to fund the UAL retirement benefits.

FY24 Fire Fighting Contract budgeted expense will increase \$332.1K over the FY23 Budget, as a function of the final cost of the new Contract.

FY24 ARFF Manager-Controlled OpEx – The \$8.6K decrease in manager-controlled operating expenses from the FY23 Budget is due primarily to: 1) Lower general Repair & Maintenance (\$7.1K).

Board of Directors

The FY24 Board of Directors budget reflects a decrease of \$144.2K/42.5% from the FY23 Budget.

BOARD OF DIRECTORS						
EXPENSE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
WAGES & BENEFITS	\$ 30,242	16%	\$ 30,336	\$ (94)	-0.3%	\$ 28,629
DISTRICT LEGAL CONTRACT	119,700	61%	114,000	5,700	5.0%	114,048
MANAGER-CONTROLLED OpEx	45,025	23%	194,790	(149,765)	-76.9%	70,385
TOTALS	\$ 194,967	100%	\$ 339,126	\$ (144,159)	-42.5%	\$ 213,063

FY24 BOD Wages & Benefits – There is no material change in the FY24 Budget compared to FY23 Budget.

FY24 BOD District Legal Contract – The FY24 Budget increase assumes a 5% increase in the District Legal Contract.

FY24 BOD Manager-Controlled OpEx - The \$149.8K decrease in manager-controlled expenses from the FY23 Budget is due primarily to Board Member Election expense (\$150K) not budgeted for in FY 24.

Office Rental Space

This represents the operating costs for the District-owned two office buildings and 4 commercial parking lots located at 2801 Monterey/Salinas Highway.

OFFICE RENTAL SPACE						
EXPENSE TYPE	FY 2024 BUDGET		FY 2023 BUDGET	Increase (Decrease) TO FY 2023 BUDGET		FY 2023 FORECAST
				\$	%	
MANAGER-CONTROLLED OpEx	132,025		130,850	1,175	0.9%	144,999
TOTALS	\$ 132,025		\$ 130,850	\$ 1,175	0.9%	\$ 144,999

FY24 Office Rental Space Manager-Controlled OpEx – There is no material change in the FY24 Budget compared to FY23 Budget.

Monterey Peninsula Airport District
CONSOLIDATED REVENUE BUDGET FY 2024

	FY 2024 BUDGET	FY 2023 BUDGET	Inc (Dec) for FY 2024
Commercial Aviation:			
310000-100 Landing Fees - Air Carriers	927,006	774,469	152,537
310000-100 Landing Fees - Freight Carriers	25,800	21,172	4,628
310000-200 RON Fees	81,604	93,335	(11,731)
310000-300 Apron Fees	217,246	134,672	82,574
310000-400 Commercial Fuel Flowage Fees	192,000	128,400	63,600
Total Commercial Aviation	\$ 1,443,656	\$ 1,152,048	\$ 291,608
General Aviation:			
320000-100 Landing Fees	455,175	484,236	(29,061)
320000-100 Special Events - Aircraft Parking Fees	41,000	-	41,000
320000-100 Special Event - Car Auction Parking Fee	13,500	-	13,500
Total General Aviation	\$ 509,675	\$ 484,236	\$ 25,439
Terminal Leases & Concessions:			
330200-000 Terminal Space Rent - Airlines	1,483,806	1,204,752	279,054
330200-000 Terminal Space Rent - TSA	119,710	119,710	-
330200-000 Terminal Space Rent - Rental Cars	164,835	130,716	34,119
330200-000 Terminal Space Rent - QTA	88,764	88,764	-
330200-000 Terminal Space Rent - Ready, Stowage, Overflow Parking	194,472	196,586	(2,114)
330300-000 Terminal Concessions	293,232	212,551	80,681
330300-200 TCP Operator Permits	5,460	5,400	60
330300-300 Taxi Operator Permits & Trip Fees	42,506	51,707	(9,201)
330300-400 TNC Permits & Trip Fees	190,311	167,157	23,154
330300-500 Peer to Peer Rentals	10,546	-	10,546
330400-000 Rental Car Concessions	1,919,575	1,513,074	406,501
330500-000 Parking Concession - Long Term Paid	977,923	743,223	234,700
330500-000 Parking Concession - Short Term Paid	364,265	276,287	87,978
Total Terminal Leases & Concessions	\$ 5,855,405	\$ 4,709,928	\$ 1,145,477
Heavy General Aviation Tenants:			
350100-000 FBO Rents - MAA	329,824	313,644	16,180
350100-000 FBO Rents - DMA (reduces effective 11/1/2023)	335,276	409,140	(73,864)
350200-000 Fuel Flowage Fees - Jet A	492,000	467,229	24,771
350200-000 Fuel Flowage Fees - 100LL	13,247	18,201	(4,954)
Total Heavy General Aviation Tenants	\$ 1,170,347	\$ 1,208,214	\$ (37,867)
Light General & Other Aviation Tenants:			
360100-000 Facility/Space LT Lease Rents	182,856	181,380	1,476
360200-000 Hangar MTM Rents - South East (ends 10/31/2023)	35,400	105,060	(69,660)
360200-000 Hangar MTM Rents - Nunno Rectangular Hangars	77,400	82,560	(5,160)
360200-000 Hangar MTM Rents - Nunno T Hangars	14,940	14,940	-
360200-000 Hangar MTM Rents - Port-A-Port T Hangars	12,720	6,360	6,360
360200-000 Hangar MTM Rents - NorthEast (Box Hangars), net	73,440	-	73,440
360200-000 Hangar Rents - NorthEast (Corporate)	100,000	-	100,000
360300-000 Tiedown MTM Fees	2,880	3,840	(960)
Total Light General & Other Aviation Tenants	\$ 499,636	\$ 394,140	\$ 105,496
Non-Aviation Tenants:			
370100-000 Facility/Space Rents - LT	867,642	829,249	38,393
370100-000 Facility/Space Rents - MTM	215,707	228,168	(12,461)
370100-000 Outside Storage (ends 10/31/2023)	34,668	104,016	(69,348)
370100-000 R V Storage - 30 Ft. Space	115,500	97,600	17,900
370100-000 R V Storage - 45 Ft. Space	48,600	32,700	15,900
370100-000 R V Storage - 60 Ft. Space	25,200	13,700	11,500
370100-000 DRO RV Storage, net	28,200	17,760	10,440
370100-000 Self-Storage Concession	407,277	390,000	17,277
370100-000 Office Space Rental Revenue	443,935	464,240	(20,305)
370100-000 Miscellaneous Non-Aviation Revenue	6,000	6,000	-
Total Non-Aviation Tenants:	\$ 2,192,728	\$ 2,183,433	\$ 9,295
Other Operating Revenue:			
380000-500 Property Tax Allocation	134,669	134,000	669
380100-000 Utility Chargebacks	208,812	174,000	34,812
380200-000 Lates Fees & Interest	6,000	6,000	-
380350-000 License Fees	26,500	35,000	(8,500)
380375-000 Tenant Employee Parking & Decals	35,000	34,700	300
380375-000 Badges	6,609	6,000	609
380500-000 Tenant Plan Reviews, Checks & Inspections	-	-	-
380900-000 Miscellaneous Other Operating Revenue	6,000	6,000	-
Total Other Operating Revenue:	\$ 423,589	\$ 395,700	\$ 27,889
TOTAL REVENUE	\$ 12,095,036	\$ 10,527,699	\$ 1,567,337

**Monterey Peninsula Airport District
CONSOLIDATED OpEx BUDGET FY 2024**

		FY 2024 BUDGET	FY 2023 BUDGET	Inc (Dec) for FY 2024
Expenses				
Finance & Administration				
410100-100	Salaries & Wages	\$ 849,305	\$ 819,925	\$ 29,380
410200-100	Employer SSI	\$ 46,475	\$ 50,884	\$ (4,409)
410200-200	Employer MC	\$ 12,364	\$ 11,924	\$ 440
410200-400	Workers' Compensation Insurance	\$ 16,834	\$ 12,709	\$ 4,125
410200-500	ADP Processing	\$ 2,729	\$ 2,985	\$ (256)
410300-100	CalPERS Retirement	\$ 65,598	\$ 63,392	\$ 2,206
410300-110	CalPERS UAL	\$ 16,748	\$ 22,476	\$ (5,728)
410300-200	CalPERS Health Insurance	\$ 139,436	\$ 170,420	\$ (30,984)
410300-300	Flexible Spending Account (FSA)	\$ 9,600	\$ 12,600	\$ (3,000)
410300-400	Dental Insurance	\$ 12,295	\$ 15,564	\$ (3,269)
410300-500	Vision Insurance	\$ 2,670	\$ 2,652	\$ 18
410300-600	Life & AD&D Insurance	\$ 4,827	\$ 1,499	\$ 3,328
410300-700	Retiree Health Insurance	\$ 7,248	\$ 5,460	\$ 1,788
Total Wages & Benefits		\$ 1,186,130	\$ 1,192,490	\$ (6,360)
410400-100	Personnel Recruitment & Pre-Employment Expense	\$ 13,340	\$ 3,340	\$ 10,000
410400-300	Dues & Subscriptions	\$ 26,377	\$ 24,830	\$ 1,547
410400-400	Seminars & Conferences	\$ 1,250	\$ 1,250	\$ -
410400-500	Professional Development & Education	\$ 650	\$ 650	\$ -
410400-600	Business Travel & Entertainment	\$ 9,000	\$ 9,000	\$ -
412000-100	Public Notices	\$ 50	\$ 50	\$ -
412000-200	LAFCO Expense	\$ 15,000	\$ 15,000	\$ -
412000-300	Umbrella Liability Insurance Expense	\$ 265,624	\$ 216,000	\$ 49,624
412000-400	Administrative Meetings / Employee Relations	\$ 7,100	\$ 7,100	\$ -
412000-500	Telephone	\$ 82,979	\$ 58,896	\$ 24,083
412000-550	Telecommunications	\$ 1,200	\$ 4,080	\$ (2,880)
412000-600	Postage & Courier Services	\$ 1,580	\$ 1,580	\$ -
412000-700	Bank Fees & Finance Charges	\$ 17,400	\$ 17,400	\$ -
413000-200	General Supplies & Materials	\$ 1,500	\$ 1,500	\$ -
413000-400	Office Supplies & Materials	\$ 15,560	\$ 15,560	\$ -
414000-500	Office Equipment Repair & Maintenance	\$ 9,276	\$ 8,850	\$ 426
415000-300	Other / Contract Services	\$ 31,735	\$ 32,080	\$ (345)
416000-100	Art Program	\$ 14,400	\$ 14,400	\$ -
416000-200	Annual Audit / Accounting	\$ 44,500	\$ 49,050	\$ (4,550)
416000-450	Other Legal Services	\$ 20,000	\$ -	\$ 20,000
416000-500	Computer / LAN & IT	\$ 5,400	\$ 5,400	\$ -
416000-600	Administration & Finance	\$ 17,256	\$ 12,210	\$ 5,046
416000-800	Human Resources	\$ 81,000	\$ 36,000	\$ 45,000
416000-999	Other Professional Services	\$ 6,400	\$ 7,300	\$ (900)
417000-200	SCASDP Grant Match	\$ 150,000	\$ 100,000	\$ 50,000
417000-400	Air Service Development	\$ 58,800	\$ 58,800	\$ -
418000-200	Utilities - Electricity	\$ 50,000	\$ 36,000	\$ 14,000
418000-300	Utilities - Natural Gas	\$ 65,000	\$ 58,000	\$ 7,000
418000-400	Utilities - Water	\$ 206,747	\$ 204,700	\$ 2,047
418000-500	Utilities - Sewage / Waste Water	\$ 50,066	\$ 41,570	\$ 8,496
418000-600	Utilities - Solid Waste Disposal	\$ 20,200	\$ 16,200	\$ 4,000
419000-100	Bad Debt Expense	\$ -	\$ 5,000	\$ (5,000)
419000-600	Property Tax & Assessments	\$ 1,600	\$ 1,600	\$ -
Total Manager-Controlled Expenses		\$ 1,290,990	\$ 1,063,396	\$ 227,594
Total Finance & Administration:		\$ 2,477,119	\$ 2,255,886	\$ 221,233
Planning & Marketing				
420100-100	Salaries & Wages	\$ 435,772	\$ 349,924	\$ 85,848
420100-105	Salary & Wage Reimbursement	\$ (12,000)	\$ (12,000)	\$ -
420200-100	Employer SSI	\$ 24,983	\$ 21,727	\$ 3,256

Monterey Peninsula Airport District
CONSOLIDATED OpEx BUDGET FY 2024

		FY 2024 BUDGET	FY 2023 BUDGET	Inc (Dec) for FY 2024
420200-200	Employer MC	\$ 6,331	\$ 5,099	\$ 1,232
420200-400	Workers' Compensation Insurance	\$ 17,821	\$ 16,004	\$ 1,817
420200-500	ADP Processing	\$ 1,365	\$ 1,152	\$ 213
420300-100	CalPERS Retirement	\$ 46,461	\$ 35,312	\$ 11,149
420300-110	CalPERS UAL	\$ 84,406	\$ 106,032	\$ (21,626)
420300-200	CalPERS Health Insurance	\$ 77,540	\$ 84,600	\$ (7,060)
420300-300	Flexible Spending Account (FSA)	\$ 4,800	\$ 4,800	\$ -
420300-400	Dental Insurance	\$ 4,282	\$ 7,000	\$ (2,718)
420300-500	Vision Insurance	\$ 552	\$ 528	\$ 24
420300-600	Life & AD&D Insurance	\$ 2,688	\$ 432	\$ 2,256
	Total Wages & Benefits	\$ 695,000	\$ 620,610	\$ 74,390
420400-300	Dues & Subscriptions	\$ 1,380	\$ 1,380	\$ -
420400-400	Seminars & Conferences	\$ 2,470	\$ 2,470	\$ -
420400-500	Professional Development & Education	\$ 1,895	\$ 1,895	\$ -
420400-600	Business Travel & Entertainment	\$ 4,995	\$ 4,995	\$ -
422000-100	Public Notices	\$ 1,000	\$ 1,000	\$ -
422000-400	Admin/Employee Relations	\$ 300	\$ 300	\$ -
422000-500	Telephone	\$ 1,200	\$ 1,200	\$ -
422000-550	Telecommunications	\$ 2,760	\$ 2,760	\$ -
422000-600	Postage & Courier Services	\$ 790	\$ 790	\$ -
423000-400	Office Supplies & Materials	\$ 2,400	\$ 2,400	\$ -
424000-500	Office Equipment Repair & Maintenance	\$ 4,800	\$ 4,800	\$ -
426000-300	Architect & Engineer	\$ 34,000	\$ 30,000	\$ 4,000
426000-400	District Legal Counsel	\$ 2,600	\$ 2,600	\$ -
426000-500	Computer / LAN & IT	\$ 77,135	\$ 64,430	\$ 12,705
426000-700	Environmental	\$ 2,000	\$ 2,000	\$ -
427000-100	Marketing	\$ 120,000	\$ 124,020	\$ (4,020)
427000-300	Public Relations	\$ 154,000	\$ 81,500	\$ 72,500
427000-500	Social Media - Marketing	\$ 65,800	\$ 35,040	\$ 30,760
	Total Manager-Controlled Expenses	\$ 479,525	\$ 363,580	\$ 115,945
Total Planning & Marketing:		\$ 1,174,525	\$ 984,190	\$ 190,335
Maintenance & Custodial Services				
430100-100	Salaries & Wages	\$ 656,959	\$ 675,256	\$ (18,297)
430100-200	Pager Pay	\$ 9,630	\$ 8,440	\$ 1,190
430100-300	Overtime (OT) Pay	\$ 10,887	\$ 8,622	\$ 2,265
430100-400	Holiday Pay	\$ 5,374	\$ 3,301	\$ 2,073
430200-100	Employer SSI	\$ 42,405	\$ 43,205	\$ (800)
430200-200	Employer MC	\$ 9,963	\$ 10,161	\$ (198)
430200-400	Workers' Compensation Insurance	\$ 33,169	\$ 31,829	\$ 1,340
430200-500	ADP Processing	\$ 4,435	\$ 4,224	\$ 211
430300-100	CalPERS Retirement	\$ 61,749	\$ 65,901	\$ (4,152)
430300-110	CalPERS UAL	\$ 46,541	\$ 81,984	\$ (35,443)
430300-200	CalPERS Health Insurance	\$ 207,162	\$ 253,224	\$ (46,062)
430300-300	Flexible Spending Account (FSA)	\$ 15,600	\$ 14,000	\$ 1,600
430300-400	Dental Insurance	\$ 17,482	\$ 23,896	\$ (6,414)
430300-500	Vision Insurance	\$ 1,794	\$ 1,584	\$ 210
430300-600	Life Insurance	\$ 4,710	\$ 1,296	\$ 3,414
430300-700	Retiree Health Insurance	\$ 1,824	\$ 1,824	\$ -
	Total Wages & Benefits	\$ 1,129,685	\$ 1,228,747	\$ -99,062
430400-400	Seminars & Conferences	\$ 3,400	\$ 3,000	\$ 400
430400-500	Professional Development & Education	\$ 1,200	\$ 1,200	\$ -
430400-600	Business Travel & Entertainment	\$ 2,300	\$ 2,300	\$ -
432000-400	Administrative Meetings / Employee Relations	\$ 500	\$ 500	\$ -
432000-500	Telephone	\$ 2,700	\$ 2,700	\$ -

**Monterey Peninsula Airport District
CONSOLIDATED OpEx BUDGET FY 2024**

		FY 2024 BUDGET	FY 2023 BUDGET	Inc (Dec) for FY 2024
432000-550	Telecommunications	\$ 6,400	\$ 5,700	\$ 700
433000-100	Custodial Supplies & Materials	\$ 58,800	\$ 58,800	\$ -
433000-200	General Supplies & Materials	\$ 5,450	\$ 5,450	\$ -
433000-300	Maintenance Supplies & Materials	\$ 9,400	\$ 8,200	\$ 1,200
433000-400	Office Supplies & Materials	\$ 900	\$ 900	\$ -
433000-500	District Vehicle Supplies & Materials	\$ 3,600	\$ 3,600	\$ -
433000-600	District Vehicle Fuel	\$ 28,500	\$ 28,500	\$ -
434000-100	Airfield Repair & Maintenance	\$ 135,660	\$ 172,545	\$ (36,885)
434000-200	Terminal Repair & Maintenance	\$ 189,114	\$ 152,700	\$ 36,414
434000-300	Rental Space Repair & Maintenance	\$ 22,700	\$ 22,600	\$ 100
434000-400	Landscape & Grounds Repair & Maintenance	\$ 32,700	\$ 32,700	\$ -
434000-600	General Repair & Maintenance	\$ 8,100	\$ 8,100	\$ -
434000-700	District Vehicle Repair & Maintenance	\$ 22,725	\$ 21,925	\$ 800
435000-300	Other / Contract Services	\$ 101,192	\$ 105,825	\$ (4,633)
Total Manager-Controlled Expenses		\$ 635,341	\$ 637,245	\$ -1,904
Total Maintenance & Custodial Services:		\$ 1,765,025	\$ 1,865,992	\$ -100,967

Airport Operations

440100-100	Salaries & Wages	\$ 514,708	\$ 333,349	\$ 181,359
440100-300	Overtime (OT) Pay	\$ -	\$ 891	\$ (891)
440200-100	Employer SSI	\$ 31,949	\$ 20,750	\$ 11,199
440200-200	Employer MC	\$ 7,487	\$ 4,860	\$ 2,627
440200-400	Workers' Compensation Insurance	\$ 22,239	\$ 13,280	\$ 8,959
440200-500	ADP Processing	\$ 1,365	\$ 1,536	\$ (171)
440300-100	CalPERS Retirement	\$ 39,544	\$ 28,102	\$ 11,442
440300-110	CalPERS UAL	\$ -	\$ 27,540	\$ (27,540)
440300-200	CalPERS Health Insurance	\$ 67,176	\$ 61,062	\$ 6,114
440300-300	Flexible Spending Account (FSA)	\$ 6,000	\$ 4,800	\$ 1,200
440300-400	Dental Insurance	\$ 7,086	\$ 9,264	\$ (2,178)
440300-500	Vision Insurance	\$ 408	\$ 528	\$ (120)
440300-600	Life Insurance	\$ 3,258	\$ 432	\$ 2,826
Total Wages & Benefits		\$ 701,219	\$ 506,394	\$ 194,825
440400-300	Dues & Subscriptions	\$ 8,900	\$ 7,700	\$ 1,200
440400-400	Seminars & Conferences	\$ 4,100	\$ 2,700	\$ 1,400
440400-600	Business Travel & Entertainment	\$ 1,000	\$ 1,000	\$ -
442000-400	Administrative Meetings / Employee Relations	\$ 750	\$ 750	\$ -
442000-500	Telephone	\$ 1,550	\$ 1,150	\$ 400
442000-550	Telecommunications	\$ 2,220	\$ 2,220	\$ -
442000-600	Postage & Courier Services	\$ 240	\$ 240	\$ -
443000-200	General Supplies & Materials	\$ 1,800	\$ 1,800	\$ -
443000-400	Office Supplies & Materials	\$ 5,900	\$ 5,200	\$ 700
443000-500	District Vehicle Supplies & Materials	\$ 700	\$ 700	\$ -
444000-600	General Repairs & Maintenance	\$ 18,000	\$ 15,600	\$ 2,400
444000-700	District Vehicle Repair & Maintenance	\$ 700	\$ 700	\$ -
445000-300	Other / Contract Services	\$ 12,000	\$ 5,500	\$ 6,500
446000-500	Computer / LAN & IT	\$ 75,550	\$ 71,400	\$ 4,150
446000-700	Environmental	\$ 20,000	\$ 20,000	\$ -
Total Manager-Controlled Expenses		\$ 153,410	\$ 136,660	\$ 16,750
Total Airport Operations:		\$ 854,629	\$ 643,054	\$ 211,575

Police Department

450100-105	Salary Wage Reimbursement	\$ (116,800)	\$ (116,800)	\$ -
450300-110	CalPERS UAL	\$ 119,833	\$ 285,550	\$ (165,717)
450300-700	Retiree Health Insurance	\$ 23,474	\$ 31,596	\$ (8,122)
Total Wages & Benefits		\$ 26,507	\$ 200,346	\$ -173,839

**Monterey Peninsula Airport District
CONSOLIDATED OpEx BUDGET FY 2024**

		FY 2024 BUDGET	FY 2023 BUDGET	Inc (Dec) for FY 2024
452000-500	Telephone	\$ 3,000	\$ 3,500	\$ (500)
452000-550	Telecommunications	\$ 28,800	\$ 28,800	\$ -
456000-500	Computer / LAN & IT	\$ 2,400	\$ 2,400	\$ -
	Total Manager-Controlled Expenses	\$ 34,200	\$ 34,700	\$ -500
455000-100	Police Services Contract	\$ 1,324,385	\$ 1,083,648	\$ 240,737
Total Police Department:		\$ 1,385,092	\$ 1,318,694	\$ 66,398
ARFF / Fire Services				
460300-110	CalPERS UAL	\$ 201,777	\$ 493,721	\$ (291,944)
460300-700	Retiree Health Insurance	\$ 10,872	\$ 10,908	\$ (36)
	Total Wages & Benefits	\$ 212,649	\$ 504,629	\$ -291,980
462000-500	Telephone	\$ 480	\$ 1,995	\$ (1,515)
463000-600	District Vehicle Fuel	\$ 2,000	\$ 2,000	\$ -
464000-600	General Repairs & Maintenance	\$ -	\$ 7,080	\$ (7,080)
464000-700	District Vehicle Repair & Maintenance	\$ 50,000	\$ 50,000	\$ -
468000-200	Utilities Electricity	\$ 1,200	\$ 1,200	\$ -
468000-300	Utilities - Natural Gas	\$ 5,400	\$ 5,400	\$ -
468000-400	Utilities - Water	\$ 5,400	\$ 5,400	\$ -
	Total Manager-Controlled Expenses	\$ 64,480	\$ 73,075	\$ (8,595)
465000-200	Fire Services (Provider TBD 10/1/2023)	\$ 1,676,860	\$ 1,344,720	\$ 332,140
Total ARFF / Fire Services:		\$ 1,953,989	\$ 1,922,424	\$ 31,565
Board of Directors				
470100-100	Board Member Compensation	\$ 26,400	\$ 26,400	\$ -
470200-100	Employer SSI	\$ 1,644	\$ 1,644	\$ -
470200-200	Employer MC	\$ 384	\$ 384	\$ -
470200-400	Workers' Compensation Insurance	\$ 108	\$ 108	\$ -
470200-500	ADP Processing	\$ 1,706	\$ 1,800	\$ (94)
	Total Wages & Benefits	\$ 30,242	\$ 30,336	\$ -94
470400-300	Dues & Subscriptions	\$ 2,985	\$ 3,250	\$ (265)
470400-400	Seminars & Conferences	\$ 14,000	\$ 14,000	\$ -
470400-450	Other Meetings / Workshops	\$ 6,000	\$ 6,000	\$ -
470400-600	Business Travel & Entertainment Expense	\$ 18,500	\$ 18,000	\$ 500
470400-700	Board Member Election	\$ -	\$ 150,000	\$ (150,000)
472000-600	Postage & Courier Services	\$ 2,400	\$ 2,400	\$ -
473000-400	Office Supplies & Materials	\$ 360	\$ 360	\$ -
476000-999	Other Professional Services	\$ 780	\$ 780	\$ -
	Total Manager-Controlled Expenses	\$ 45,025	\$ 194,790	\$ (149,765)
476000-400	District Legal Counsel	\$ 119,700	\$ 114,000	\$ 5,700
Total Board of Directors:		\$ 194,967	\$ 339,126	\$ (144,159)
Rental Property				
482000-500	Telephone	\$ 2,100	\$ 1,980	\$ 120
484000-300	Rental Space Repair & Maintenance	\$ 25,340	\$ 24,250	\$ 1,090
485000-300	Other / Contract Services	\$ 12,285	\$ 12,620	\$ (335)
488000-200	Utilities - Electricity	\$ 18,900	\$ 18,900	\$ -
488000-300	Utilities - Natural Gas	\$ 18,500	\$ 18,500	\$ -
488000-400	Utilities - Water	\$ 19,100	\$ 19,100	\$ -
488000-500	Utilities - Sewage / Waste Water	\$ 6,000	\$ 6,000	\$ -
488000-600	Utilities - Solid Waste Disposal	\$ 4,800	\$ 4,500	\$ 300
489000-600	Property Tax & Assessments	\$ 25,000	\$ 25,000	\$ -
	Total Manager-Controlled Expenses	\$ 132,025.36	\$ 130,850.00	\$ 1,175.36
Total Rental Property:		\$ 132,025.36	\$ 130,850.00	\$ 1,175.36
Total Operating Expenses:		\$ 9,937,372	\$ 9,460,216	\$ 477,156

**Monterey Peninsula Airport District
CONSOLIDATED OpEx BUDGET FY 2024**

		FY 2024 BUDGET	FY 2023 BUDGET	Inc (Dec) for FY 2024
Net Income from Operations:		\$ 2,157,664	\$ 1,067,483	\$ 1,090,181
Other Income and Expense				
901000-000	Grants - FAA	\$ 31,895,919	\$ 14,386,294	\$ 17,509,625
901000-200	Grants - CARES/ARPA	\$ -	\$ 1,017,000	\$ (1,017,000)
901000-600	CFC Revenues Recognized	\$ 1,975,532	\$ -	\$ 1,975,532
902000-000	Passenger Facility Charges	\$ 1,147,168	\$ 965,614	\$ 181,554
902100-000	Passenger Facility Charges - Int Income	\$ 22,455	\$ 12,500	\$ 9,955
920000-000	Depreciation/Amortization Expense	\$ (5,607,210)	\$ (5,449,172)	\$ (158,037)
	Total Other Revenue (Expense)	\$ 29,433,864	\$ 10,932,235	\$ 18,501,629
902500-000	Interest Income - JP Morgan/T-Bills	\$ 461,370	\$ -	\$ 461,370
905100-100	Interest Income - Banks	\$ -	\$ 1,800	\$ (1,800)
905150-000	Interest Income - L.A.I.F.	\$ -	\$ 12,000	\$ (12,000)
905200-000	Interest Income - Notes Receivable	\$ 969	\$ -	\$ 969
906000-000	Interest Income - MPAD Investments	\$ -	\$ 18,000	\$ (18,000)
	Total Interest Income	\$ 462,339	\$ 31,800	\$ 430,539
919100-000	Interest Expense - CEC Loan	\$ (21,518)	\$ (23,031)	\$ 1,513
919200-000	Interest Expense - CalTrans Loan	\$ (188,769)	\$ -	\$ (188,769)
	Total Interest Expense	\$ -210,288	\$ -23,031	\$ -187,256
	Total Other Income and Expenses	\$ 29,685,915	\$ 10,941,004	\$ 18,744,911
Net Income/Net Change in Position		\$ 31,843,580	\$ 12,008,487	\$ 19,835,093

TO: Board of Directors, Monterey Peninsula Airport District
FROM: Michael La Pier, Executive Director, Monterey Peninsula Airport District
SUBJECT: Staff Report and Assumptions Used to Formulate the FY 2024 Capital Budget for Resolution No. 1848, A Resolution Authorizing and Approving the Capital Budget of the Monterey Peninsula Airport District for Fiscal Year 2024

PURPOSE:

This document summarizes the assumptions used to prepare the Monterey Peninsula Airport District's (District) Fiscal Year 2024 (FY24) Capital Improvement Program (CIP) budget.

PREPARATION OF THE FY 2024 CAPITAL BUDGET:

The FY24 Capital Budget contains a list of projects that are financed through Federal Aviation Administration (FAA) entitlement and discretionary grant funds, approved passenger facilities charges (PFC) project match funds, collected rental car concession customer facilities charges and District operating cash.

The Federal Aviation Administration (FAA) requires Airport Sponsors, such as the District, to annually prepare a list of project improvements deemed necessary or desirable to be undertaken during the coming five FAA fiscal years. The District's Board of Directors approved Resolution No. 1827, A Resolution Approving the Airport Capital Improvement Plan (ACIP); approved submittal to the FAA; authorized the Executive Director to execute all supporting documents.

This ACIP includes eligible projects that may be funded typically up to 90.66% through Airport Improvement Program (AIP) grant funds awarded by the FAA. The approved ACIP is primarily based upon the adopted Master Plan, recent discussions with FAA representatives, and on-going needs analysis accomplished by Staff.

Annually the District prepares a fiscal year CIP budget that includes approved continuing projects from prior fiscal years, both AIP, PFC and District funded, in conjunction with new projects that may be completed in the current fiscal year or may continue into future fiscal year(s).

All projects in the CIP budget are proposed expenditures that are subject to additional procedures that may require project scoping, obtaining project estimates, procuring project bids, contract procedures and/or approval to award a contract(s) or make purchase(s).

The list below summarizes projects included in the FY24 CIP budget. Each project is categorized by funding source and the project code includes the year the project was initiated. FY24 District funded projects are funded by cash reserves.

CAPITAL BUDGET:

CO-FUNDED (FAA Grants/PFCs/District) CAPITAL PROJECTS:

The following co-funded capital projects will be **brought forward/continuing** from prior fiscal years:

- Project Number 2022-01, Safety Enhancement Project (SEP) Phase C1/C2/C3 - ARFF Design/Construction/Demo/Airfield Access – Total through FY23 is \$4,809,524 and \$6,400,216 in FY24.
 - This phase of the SEP is construction of the new Aircraft Rescue and Firefighting Facility that is under construction on the northeast side of the airport and is scheduled for completion in September of 2023.
- Project Number 2023-01, SEP Phase D1 – Terminal Design – BIL Entitlement Total through FY23 is \$799,051 and \$2,865,449 in FY24.
 - This phase of the SEP is for the design of the relocated Terminal building and includes 47% of the HOK contract, 100% of the KHA phase 7 contract, and 100% of the PFM phase 4 contract and will be funded through the Bipartisan Infrastructure Law (BIL) entitlement program and works in tangent with Project 2024-01.
- Project Number 2023-02, Runway 28L-10R Treatment – Total through FY23 is \$0 and \$2,170,000 in FY24.
 - The main runway shows surface deterioration in the form of weather and raveling in some key areas that create foreign object debris (FOD). The engineering recommendation is to complete a mill and fill treatment on the significant areas discussed above, seal minor cracks and apply a global slurry seal surface treatment on the full length/width of the runway to extend the useful life of the pavement and preserve the pavement integrity.
- Project Number 2023-03, SEP Phase B2 Commercial Apron construction – Total through FY23 is \$0 and \$20,837,180 in FY24.
 - This phase of the SEP is construction of the new commercial apron and reconfiguration of Taxiway J, and demolition of Taxiway K, the existing GA facilities, and southside ARFF to accommodate the new apron. The project is anticipated to begin in September of 2023.

The following co-funded capital projects will be **added/new** in the fiscal year:

- Project Number 2024-01, Safety Enhancement Project Phase D1 – Terminal Design – BIL ATP Total through FY23 is \$0 and \$3,150,000 in FY24.
 - This phase of the SEP is for the design of the relocated Terminal building and includes 53% of the HOK contract and will be funded through the BIL Airport Terminal Program and works in tangent with Project 2023-01.

DISTRICT- FUNDED/FINANCED CAPITAL PROJECTS:

The following District-funded/financed capital project will be **brought forward/continuing** from prior fiscal year:

- Project Number 2019-03, Water Distribution System – Total Project through FY23 is \$852,526 and \$1,975,532 in FY24:
 - The well construction and destruction and capacity provided by each well was determined in 2023, with preliminary design for the distribution system infrastructure to support the QTA completed. Environmental review will occur and then the project will go out to bid in early FY24.
- Project Number 2023-08, Southeast Hangar Relocation – Total Project through FY23 is \$5,308,672 and \$1,791,328 in FY24:
 - On January 18, 2023, the Board approved the Commercial Real Property Purchase Agreement between MPAD and MFC. At the completion of the hangar construction, the Airport will purchase the box hangars and a 100'x100' corporate hangar, with the final purchase scheduled to occur in September of 2023.

DISTRICT-FUNDED CAPITAL IMPROVEMENTS/ACQUISITIONS:

The following District-funded capital project will be **brought forward/continuing** from prior fiscal year:

- Project Number 2020-14, Northwest Building Abatement – Total Project \$240,000 in FY23 and \$146,000 in FY24.
 - In FY24 the plan is to evaluate and possibly remove 1105 Airport Way

These next two projects we approved in FY23 and are designed to reduce the rehabilitation costs and address pavement repairs while the pavement is still in fair condition. Neill Engineering has completed the design and the project is currently out-to-bid but the construction will not be completed in FY23 so these projects will continue into FY24.

- Project Number 2023-04, 2801 Property Repairs Total Project \$25,000 in FY23 and \$415,000 in FY24:
 - The project will allow the airport to maintain and repair the parking lot at 2801 Monterey Salinas Highway with an AC overlay as identified in the pavement maintenance plan.

- Project Number 2023-05, Fred Kane to Skypark Pavement Improvements Total Project \$30,000 in FY23 and \$320,000 in FY24:
 - As part of the above-mentioned pavement maintenance plan the Fred Kane to Skypark section of the roadway requires removal of large root obstructions and repair of sink holes together with a patch and AC overlay treatment.

The following District-funded capital improvements/acquisitions will be **added/new** in the fiscal year:

- Project Number 2024-02, Vehicle Replacement Total Project \$100,000 in FY24:
 - The purchase of a new maintenance truck. Since the vehicle retention at the airport is typically at least 15-years, staff recommend moving forward with an all-electric truck. Staff will pursue clean vehicle grant options and EV rebates to lower the overall cost.
- Project Number 2024-03, Airfield and Property Maintenance Total Project \$225,000 in FY24:

There are four components contained in this project request:

1. The Engineered Material Arrestor System (EMAS) beds were installed 10 years ago. As part of the long-term maintenance of the beds, it is highly recommended that we perform a field strength test (FST). The FST entails collecting samples from 10 randomly selected blocks on each bed to determine whether the EMAS system has maintained its predicted designed arresting capability, along with samples for moisture testing in accordance with FAA (Federal Aviation Administration) Advisory Circular 150/5220-22B. (\$75,000)
2. The current perimeter fence does not include a subterranean skirt and the native substrate consists of sandy material. The sandy material makes it easy for coyotes to dig under the fence and use the AOA as a travel corridor. Installing 6,000' of perimeter fence for wildlife management with a subterranean skirt along the existing travel corridor will support required habitat management priorities listed in 139.337(f)(2). (\$25,000)
3. The SEP Commercial Apron Construction will place 30,000 CY of the soil cut at the existing airside recreation vehicle (RV) storage lot. In order to accommodate the soil, the RVs will be relocated to the vacated outside storage area and that area needs to be graded and have solar lights and a gate installed for security. (\$75,000)

4. The SEP Commercial Apron Construction will demolish a hangar on the southeast ramp used to store maintenance equipment. To protect the maintenance equipment (movers, airfield sweeper, etc.) we will construct a structure on the northeast corner of the airport property. (\$50,000)
- Project Number 2024-04, Terminal Area Improvements Total Project \$55,000 in FY24:

There are two components contained in this project request:

1. The current furniture in the Board Room is over fifteen years old and board members have requested the purchase of new chairs. (\$5,000)
2. The existing height of the glass wall along the Courtyard at Gate 1 presents extensive alerts due to the low height. Extending the height of glass wall will correct any potential security issues. (\$50,000)

RECOMMENDATION. Adopt Resolution No. 1848, A Resolution Authorizing and Approving the Capital Budget of the Monterey Peninsula Airport District for Fiscal Year 2024.

ATTACHMENTS.

Resolution No. 1848
FY 2024 Capital Budget Schedule

RESOLUTION NO. 1848

A RESOLUTION AUTHORIZING AND APPROVING THE CAPITAL BUDGET OF THE MONTEREY PENINSULA AIRPORT DISTRICT FOR FISCAL YEAR 2024

WHEREAS, the estimates submitted to the Board of Directors of the Monterey Peninsula Airport District entitled "Monterey Peninsula Airport District, County of Monterey, State of California, Budget - Fiscal Year 2024" and now on file in the offices of the District are hereby approved and adopted as the capital budget of the District for the Fiscal Year 2024, and

WHEREAS, it is the desire of the Board of Directors to adopt the "Fiscal Year 2024 Capital Budget" to include capital expenditures identified impacting the Capital Improvement Program (CIP) Budget; and

WHEREAS, The Districts Fiscal Year 2024 revenues or cash reserves are projected to be sufficient to fund capital expenditures: and

WHEREAS, the available revenues of the District for the Fiscal Year 2024 are hereby appropriated as set forth and segregated in the operating budget and may fund the capital budget, and

WHEREAS, all capital expenditures for the Fiscal Year 2024, as set forth in the District Capital Budget, shall be payable in such time, form and manner as is prescribed by the Monterey Peninsula Airport District Act and by Resolution No. 1424, a Resolution Establishing Fiscal Control Policies and Procedures for the Monterey Peninsula Airport District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, that the Capital Plan for the Fiscal Year 2024 District Capital Budget is hereby established and designated as in the Capital Budget and shall take effect on July 1, 2023.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of June 2023 by the following roll call vote:

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

Signed this 21st day of June 2023

William Sabo, Chair Pro Tem

ATTEST

Michael La Pier, AAE
District Secretary

MONTEREY PENINSULA AIRPORT DISTRICT -- FISCAL YEAR 2024 CAPITAL BUDGET
Adopted June 21, 2023 by Resolution No. 1848

PROJECT NUMBER	PROJECT DESCRIPTION	Through FY23	FY 2024	FY 2025 PLAN
AIRPORT IMPROVEMENT PROJECTS (AIP) -- CO-FUNDED				
2022-01	SAFETY ENHANCEMENT PROJECT Phase C1/C2/C3- ARFF Design/Construction/Demo/Airfield Access--\$11,209,740			
	Expenditures			
	Administration	\$5,000	\$25,000	
	Preliminary	\$1,213,589	\$105,983	
	Engineering Services	\$290,935	\$364,235	
	Demolition		\$0	
	Inspection Services		\$0	
	Construction	\$3,300,000	\$5,504,998	
			\$400,000	
	Project Cost	\$4,809,524	\$6,400,216	
	Funding			
	FAA AIP -- 90.66% -- \$9,483,367	\$4,360,314	\$5,439,796	
	PFC -- 9.34% -- \$1,326,373	\$449,210	\$560,420	
	DISTRICT -- \$400,000		\$400,000	
	Total Revenue	\$4,809,524	\$6,400,216	
2023-01	SAFETY ENHANCEMENT PROJECT Phase D1 Terminal Design--\$3,664,550 (BIL Entitlement)			
	Expenditures			
	Administration		\$29,430	
	Preliminary	\$83,750	\$0	
	Architectural Services	\$715,301	\$2,755,269	
	Plan of Finance		\$80,750	
	Inspection Services		\$0	
	Construction		\$0	
	Project Cost	\$799,051	\$2,865,449	\$0
	Funding			
	FAA AIP -- 90.66% -- \$3,322,281	\$724,420	\$2,597,816	\$0
	PFC -- 9.34% -- \$342,269	\$74,631	\$267,633	\$0
	DISTRICT -- \$		\$0	\$0
	Total Revenue	\$799,051	\$2,865,449	\$0
2024-01	SAFETY ENHANCEMENT PROJECT Phase D1 Terminal Design--\$3,150,000 (BIL ATP)			
	Expenditures			
	Administration		\$0	
	Preliminary		\$0	
	Architectural Services		\$3,150,000	
	Finanical Services		\$0	
	Inspection Services		\$0	
	Construction		\$0	
	Project Cost	\$0	\$3,150,000	\$0
	Funding			
	FAA AIP -- 95% -- \$3,000,000	\$0	\$3,000,000	\$0
	PFC -- 5% -- \$150,000	\$0	\$150,000	\$0
	DISTRICT -- \$		\$0	\$0
	Total Revenue	\$0	\$3,150,000	\$0
2023-02	RUNWAY 28L-10R TREATMENT--\$2,170,000			
	Expenditures			
	Administration		\$6,000	
	Preliminary		\$5,000	
	Engineering Services		\$125,000	
	Demolition		\$0	
	Inspection Services		\$150,000	
	Construction		\$1,884,000	
	Project Cost		\$2,170,000	\$0
	Funding			
	FAA AIP -- 90.66% -- \$1,967,322		\$1,967,322	
	PFC -- 9.34% -- \$202,678		\$202,678	
	DISTRICT -- \$		\$0	
	Total Revenue		\$2,170,000	\$0

MONTEREY PENINSULA AIRPORT DISTRICT -- FISCAL YEAR 2024 CAPITAL BUDGET
Adopted June 21, 2023 by Resolution No. 1848

PROJECT NUMBER	PROJECT DESCRIPTION	Through FY23	FY 2024	FY 2025 PLAN
2023-03	SAFETY ENHANCEMENT PROJECT Phase B2- Commercial Apron Construction--\$44,707,180			
	Expenditures			
	Administration		\$0	
	Preliminary		\$0	
	Engineering Services		\$210,000	\$400,000
	Demolition		\$1,020,000	\$800,000
	Inspection Services		\$0	
	Construction		\$19,607,180	\$22,670,000
	Project Cost	\$0	\$20,837,180	\$23,870,000
	Funding			
	FAA AIP -- 90.66% -- \$40,531,530	\$0	\$18,890,987	\$21,640,542
	PFC -- 9.34% -- \$4,175,650	\$0	\$1,946,193	\$2,229,458
	DISTRICT -- \$		\$0	
	Total Revenue	\$0	\$20,837,180	\$23,870,000
	TOTAL FAA AIP PROJECT REVENUE	\$5,084,734	\$31,895,921	\$21,640,542
	TOTAL PFC PROJECT PORTION	\$523,841	\$3,126,924	\$2,229,458
	TOTAL DISTRICT PORTION	\$0	\$400,000	\$0
	TOTAL CO-FUNDED PROJECT EXPENDITURES	\$5,608,575	\$35,422,845	\$23,870,000
DISTRICT-ONLY FINANCED CAPITAL PROJECTS FY24:				
2019-03	WATER DISTRIBUTION SYSTEM -- Total Project \$2,828,058			
	Expenditures			
	Administration			
	Design Services	\$309,750	\$100,000	
	Construction Mgt		\$105,074	
	CEQA		\$0	
	Inspection Services	\$75,529	\$391,236	
	Construction	\$467,247	\$1,379,222	
	Contingency			
	Project Cost	\$852,526	\$1,975,532	\$0
2023-08	NORTHEAST HANGARS PURCHASE -- \$7,100,000			
	Expenditures			
	Administration			
	Design Services			
	Construction Mgt	\$38,194	\$20,848	
	CEQA			
	Inspection Services			
	Purchase	\$5,270,478	\$1,770,480	
	Contingency			
	Project Cost	\$5,308,672	\$1,791,328	\$0
	DISTRICT OTHER FINANCE	\$6,161,198	\$3,766,860	\$0

MONTEREY PENINSULA AIRPORT DISTRICT -- FISCAL YEAR 2024 CAPITAL BUDGET
Adopted June 21, 2023 by Resolution No. 1848

PROJECT NUMBER	PROJECT DESCRIPTION	Through FY23	FY 2024	FY 2025 PLAN
DISTRICT-ONLY FUNDED CAPITAL ACQUISITIONS FY24				
2020-14	NORTHWEST BUILDING ABATEMENT -- \$350,000			
	Expenditures			\$0
	Hazard Removal	\$204,000	\$146,000	
	Project Cost	\$204,000	\$146,000	
2023-04	2801 Property Repairs -- \$440,000			\$0
	Expenditures			\$0
	Building C - \$80,000		\$80,000	
	Building A - \$25,000	\$25,000	\$0	
	Parking lot Pavement repair - \$335,000		\$335,000	
	Project Cost	\$25,000	\$415,000	
2023-05	Fred Kane to Skypark Pavement Improvements -- \$350,000			\$0
	Expenditures			\$0
	Design and Construction	\$30,000	\$320,000	
	Project Cost	\$30,000	\$320,000	
2024-02	VEHICLE REPLACEMENT--\$100,000			\$0
	Expenditures			\$0
	Vehicle 1 - EV maintenance truck		\$100,000	
	Project Cost	\$0	\$100,000	
2024-03	Airfield and Property Maintenance -- \$225,000			\$0
	Expenditures			\$0
	Field Strength Test (FST) inspection of the two (2) EMAS beds: \$70,000		\$75,000	
	Upgrade 6000" of perimeter fence for wildlife management - \$25,000		\$25,000	
	RV Lot relocation -- \$ 75,000		\$75,000	
	Maintenance Relocation - \$ 50,000		\$50,000	
	Project Cost	\$0	\$225,000	
2024-04	Terminal Area Improvements --- \$55,000			\$0
	Expenditures			\$0
	Board Room Chairs		\$5,000	
	Courtyard Wall Height Increase		\$50,000	
			\$0	
	Project Cost	\$0	\$55,000	
DISTRICT-ONLY FUNDED CAPITAL ACQUISITIONS FY24		\$259,000	\$1,261,000	
DISTRICT-ONLY FINANCED AND FUNDED CAPITAL ACQUISITIONS FY24		\$6,420,198	\$5,027,860	
TOTAL FINANCED AND FUNDED CAPITAL ACQUISITIONS FY24		\$12,028,773	\$40,450,705	\$23,870,000

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Resolution No. 1849 A Resolution Approving the Bid for the Commercial Apron Construction and Authorizing Execution of a Contract with Graniterock Vanguard, JV

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

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

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

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

Federal Aviation Administration (FAA) San Francisco Airports District Office (SF ADO) approved the Specifications for the Project dated February 2023 and invitation for Bids was published in the Monterey Herald on February 7 and February 17, 2023, and a mandatory pre-bid meeting was held on February 28, 2023.

SCOPE OF WORK. ENGINEER'S ANALYSIS. In accordance with the Notice Inviting Sealed Bids and the Addendums, bids were received for the Project on April 4, 2023.

Three (3) proposals were received at the bid submittal deadline. The proposals, as published, were opened in a public forum and bid amounts were read aloud as outlined in the proposal documents. C&S Engineers, Inc. reviewed the proposals for consistency, completeness, and accuracy of the documents received and requirements requested in the Notice to Bidders dated February 2023.

Bid review criteria and results are as follows.

1. The project was advertised in conformance with District and FAA standard procedures and requirements, both in duration and exposure.
2. A Mandatory Pre-Bid Job Walk was held in which four prime contractors attended.
3. Three sealed proposals were received and complete and accurately filled out.

4. Bidding contractors are properly licensed and registered.
5. All were in attendance at the mandatory Pre-Bid Conference.
6. Based on discussions with the contractors during the bidding process, the contractors are knowledgeable and capable of completing the scope of the work.
7. All submitting contractors identified they have met the DBE goal.

In accordance with the Notice Inviting Sealed Bids and the Addendums, bidding documents separated the projects with two distinct bid schedules; Bid Schedule A *Commercial Apron Construction Grant Year 1* and Bid Schedule B *Commercial Apron Construction Grant Year 2*. Bid results are as follows:

No	Contractor	Bid Schedule A	Bid Schedule B	Total (Basis of Award)
1	Graniterock Vanguard, JV	\$23,806,714.00	\$17,240,169.83	\$41,046,883.83
2	Granite Construction Company	\$22,674,630.50	\$19,256,942.33	\$41,831,572.83
3	Teichert Construction	\$23,068,899.25	\$19,539,900.75	\$42,608,800.00
Engineer's Estimate		\$25,957,478.38	\$14,704,873.75	\$40,662,352.13

In general, the project includes the following major elements:

- Construction of a new commercial apron and modification of adjacent Taxiway A.
- Construction of retaining walls and perimeter security fencing.
- Reconfiguration of Taxiway J including widening of pavement and relocating associated edge lighting and guidance signage.
- Demolition of Taxiway K pavement and associated lighting and guidance signage.
- Construction of utility infrastructure to provide future service to Terminal Building.
- Construction of storm drainage infiltration system in project area.
- Electrical, water, & storm drain improvements.
- Relocation of long-term parking lot.

The work comprises of the following:

- Airfield safety and security.
- Demolition and removal of existing structures.
- Sawcut, demolition, and removal of asphalt pavement structural section.
- Excavation, embankment, and grading.
- Shoulder, infield, and borrow area grading.
- Subgrade preparation.
- Construction of a structural section consisting of aggregate base and hot-mix asphalt and/or concrete pavement.
- Utilities and infrastructure serving future hangars and other facilities including sewer, electrical, communication, and water for domestic use, building sprinklers, and hydrants to serve the apron and hangars.
- Construction of storm drainage improvements including drain inlets, piping, stormwater detention and water quality infrastructure.

- Installation of new, pole-mounted area and apron lighting.
- Airfield pavement markings.
- Trenching, backfill, and compaction.
- Airport perimeter fence and vehicle gate improvements.
- Taxiway edge light and guidance signage installation.
- Biological mitigation, vegetation planting, and irrigation system design and installation.
- Environmental protection and hydro-seed erosion control.

Based on the review and evaluation of the proposals received, C&S Engineers recommend a contract be awarded to Graniterock Vanguard, JV as the Successful lowest responsive bidder as provided by the Bid results.

STAFF ANALYSIS. Staff concurs with the engineering analysis and recommends award of a Contract to Graniterock Vanguard, JV in an amount not-to-exceed \$41,046,884.00. The contract amount constitutes Bid Schedule A and Bid Schedule B combined.

IMPACT ON BUDGET: The fees in the contract with Graniterock Vanguard, JV are included in the AIP grant agreements and are based on bids.

SOURCE OF FUNDS. Funding will include AIP at 90.66% (\$37,213,105.00) and PFC at 9.34% (\$3,833,779.00).

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

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

STAFF RECOMMENDATION. Adopt proposed Resolution Approving the Bid for the Commercial Apron Construction and Authorizing Execution of a Contract with Graniterock Vanguard, JV.

ATTACHMENTS.

Resolution No. 1849
Graniterock Vanguard, JV Contract Agreement

RESOLUTION NO. 1849

A RESOLUTION APPROVING THE BID FOR THE COMMERCIAL APRON CONSTRUCTION AND AUTHORIZING EXECUTION OF A CONTRACT WITH GRANITEROCK VANGUARD, JV

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

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

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

WHEREAS, The work and services to be performed under this proposed agreement with Graniterock Vanguard, JV is consistent with, and covered by, the Final EIR for the Airport Master Plan Project; and

WHEREAS, The Federal Aviation Administration (FAA) has programmed the Commercial Apron Construction under the Airport Improvement Program (AIP) with Discretionary and Entitlement Funds; and

WHEREAS, representatives of the Federal Aviation Administration (FAA) approved the Specifications and Invitation for Bids; and

WHEREAS, Invitation for Bids was published in the Monterey Herald on February 7 and February 17, 2023 and a mandatory pre-bid meeting was held on February 28, 2023. Sealed bid proposals were received on April 4, 2023 at 1:00 p.m. PDT and publicly opened; and

WHEREAS, after considering the bids received for the performance of the Commercial Apron Construction it is in the best interest of the Airport to accept the lowest responsive and responsible bid of Graniterock Vanguard, JV.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm Graniterock Vanguard, JV for the Commercial Apron Construction, in the amount not-to-exceed for Bid Schedule A of \$23,806,714.00 and in the amount not-to-exceed for Bid Schedule B of \$17,240,169.83, with a contract total amount of \$41,046,883.83, and authorize the Executive Director, or his designee, to execute said contract.

BE IT FURTHER RESOLVED THAT: execution of said contract is conditioned upon receipt of a grant from the FAA in compliance with the grant application and budget as submitted to the FAA.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of June 2023, by the following roll call vote:

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

Signed this 21st day of June 2023

William Sabo, Chair Pro Tem

ATTEST

Michael La Pier, A.A.E
District Secretary

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

FORM OF CONTRACT AGREEMENT

COMMERCIAL APRON CONSTRUCTION

Partially Funded by:
A.I.P 3-06-0159-XXX-2023

THIS CONTRACT, entered into in duplicate this 21st day of June, 2023, by and between the Monterey Peninsula Airport District, hereinafter called the “District”, party of the first Graniterock Vanguard, JV part, and hereinafter called the “Contractor”, party of the second party.

WITNESSETH:

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

for

COMMERCIAL APRON CONSTRUCTION

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

- (a) Signed Addendum, as accepted by District
- (b) Notice to Contractors
- (c) Information to Bidders
- (d) Signed and executed Proposal of Contractor
- (e) This Form of Contract Agreement

- (f) Performance Bond
- (g) Payment Bond
- (h) Tree Establishment Performance and Irrigation System Maintenance Bond
- (i) Insurance Certifications
- (j) General Provisions
- (k) Technical Specifications
- (l) Supplementary General Provisions
- (m) Plans
- (n) Special Provisions
- (o) Cited Standards for Materials and Testing
- (p) Cited FAA Advisory Circulars
- (q) Cited Design Standards and Standard Specifications and Standard Plans, or as amended, or otherwise indicated in the specifications;

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

COMMERCIAL APRON CONSTRUCTION

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

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

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

The amount of bid items No's One through two-hundred and fifty-three

_____ as specified in the Proposal of the Contractor, for the total price not to exceed of
Forty-one million forty-six thousand eight hundred and eighty three dollars and eighty three cents.

(\$ 41,046,883.83)
Dollars.

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

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

ARTICLE III. Where the compensation is fixed on a unit basis, for the purpose of fixing the amount of bonds referred to in ARTICLE I, it is estimated by both parties that the total cost, based on the foregoing is \$ 41,046,883.83.

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

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

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

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

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

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

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

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

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

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

Work covered by this contract will be complete within **Four Hundred Forty (440) Working Days**.

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

1. 5,000.00 dollars (\$) for each calendar day or part thereof that expires after the time specified herein for the Contractor to achieve Completion.

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

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

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

ARTICLE XI. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The District will provide contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. District reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the District elects to terminate the contract. The District's notice will identify a specific date by which the Contractor must correct the breach. District may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the District's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE XII. The owner may terminate this contract in whole or in part at anytime by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Termination requirements are provided in the Federal Contract Requirements. During the performance of this contract the Contractor and all subcontractors will comply with the Federal Contract Requirements found in the Supplemental General Provision section of this contract.

RECOMMENDED FOR APPROVAL:
MONTEREY PENINSULA
AIRPORT DISTRICT:

CONTRACTOR:

Michael La Pier, AAE,
Executive Director

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____ as Surety, _____
_____ and _____ as Principal, are
held and firmly bound onto the Monterey Peninsula Airport District for the sum _____

_____ Dollars (\$ _____
_____),

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

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

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

_____(SEAL)
Principal

_____(SEAL)
Surety

By _____
Attorney in Fact

STATE OF CALIFORNIA

On this _____ day of _____, 20____

before me _____

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

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

Attorney in Fact of _____

and acknowledged to me that he subscribed the name of _____

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

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

Notary Public in and for State of California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____, as
Principal and _____
as Surety, are held and firmly bound onto the Monterey Peninsula Airport District, in the penal sum of

_____ Dollars, (\$
_____),

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

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

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

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

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

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

By _____

_____ (SEAL)
Principal

By _____

_____ (SEAL)
Surety

SUPPLEMENTARY GENERAL PROVISIONS

STANDARD FEDERAL CONTRACT CLAUSES AND REQUIREMENTS

**MISCELLANEOUS CLAUSE REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND
SUBCONTRACTS**

**FEDERAL FAIR LABOR STANDARDS ACT
(FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

1. Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

2. Compliance with Regulations

The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

3. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

5. Information and Reports

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and

its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6. Sanction for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions

The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. The Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

ACCESS TO RECORDS AND REPORTS

Documents, Records, etc.,

CLAUSES FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race,

color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) he contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a.** "Covered area" means the geographical area described in the solicitation from which this contract resulted
- b.** "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c.** "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) (Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) (Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) (Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) (American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the

availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or

anticipates doing business.

- i.** Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m.** Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n.** Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p.** Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

0. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

1. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Monterey Peninsula Airport District (MPAD). The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MPAD. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

The Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable

on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

BANNING TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

SEISMIC SAFETY

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

DRUG FREE WORKPLACE

Government-wide Requirements for Drug-free Workplace –49 CFR Part 29 requires that the Respondent has full responsibility to monitor compliance to the referenced statute or regulation.

VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

SPECIAL PROVISIONS

1. Utilities Coordination Meeting.

Prior to the start of the Work, the Contractor shall schedule a utility coordination meeting with the Owner, Engineer and applicable personnel of the Contractor in attendance, with the following agencies: the FAA and all utility owners with facilities within the project area. The meeting shall primarily discuss coordination of any modifications, and the Contractor's proposed procedures for protection of existing utilities. The topics of discussion shall also include: the Contractor's locating and verification procedures, required permits, Contractor's service shut-down schedules if applicable, Contractor's understanding of required inspections by the utility owners, emergency notification procedures and emergency contacts, and other topics as deemed appropriate by the Engineer.

Payment for the utilities coordination meeting(s) shall be considered as included in the prices bid for the various items of Work and no additional payment will be made therefor.

2. Record Drawings.

One complete set of the Plans, reserved for use as 'Record Drawings' shall be kept at the work site at all times by the Contractor. The Contractor shall maintain on these Record Drawings a currently updated record of all construction changes and variations from the Plans, including: a) all underground and surface improvements installed in locations other than those indicated on the Plans; and b) existing underground facilities uncovered by the work. Said record information shall be entered in red color. Where a Plan does not exist, the Contractor shall submit an accurate and detailed sketch. All changes and variations to the Plans shall be properly dimensioned and located.

The Contractor shall, prior to final acceptance of the Work, furnish the above specified record drawings to the Engineer.

As a minimum, the Contractor shall provide record drawing elevations for each spot grade shown on the Plans, including finished Taxiway pavement, Runway pavement, apron grades, shoulder pavement, access road pavement, storm drain inverts, grates, storm drain manholes, electrical manholes, electrical handholes and pull boxes, airfield sign foundations and all navigation aids. The Contractor shall provide record stations and offsets for each handhole, pull box, electrical manhole, light base, light base, storm drain catch basin, storm drain manholes, localizer markers, or other similar structure on the annotated set of record drawings.

3. Interpretation of Plans and Specifications.

The Engineer will interpret the meaning of any part of the Plans and Specifications about which any misunderstanding may arise and the Engineer's decision will be final.

Should there appear to be any error or discrepancy in or between the Plans and Specifications, the Contractor shall refer the matter to the Engineer for adjustment before proceeding with the Work. Should the Contractor proceed with the Work without so referring the matter, the Contractor does so at its own risk and must bear any additional cost incurred as a result of failure to so refer.

4. Pay Items.

All pay items relating to the Work indicated on the Plans and Specifications are listed in the Bid Proposal. The Contractor shall include all necessary costs to complete the Work within these items. Any work necessary to complete the Work as represented in the Plans and Specifications that is not specifically noted as a pay item on the Bid Proposal shall be considered incidental to the Work and no separate payment will be made.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. Work which is not specifically covered in the Contract Documents may be required if such work is consistent with intent of the Contract Documents and is reasonably inferable as being necessary to produce the intended results. The Engineer shall have the final decision over what work is reasonably inferable. All work necessary to meet the intent of the Contract Documents shall be performed by the Contractor under the Contract. If there is no quantity shown in the bidding schedule, the work shall be considered as a subsidiary obligation of the Contractor covered under the other contract items. Words and abbreviations in the Contract Documents that have well known technical or trade meanings are used in accordance with such recognized meanings.

5. Estimated Quantities.

The quantities in the bid schedule stated herein are estimates. The Contractor shall furnish whatever quantities are actually needed to complete the Work, whether the quantities are more or less than the estimates, at the unit prices bid. There is no guarantee that the total amount bid will be reached, and it may be exceeded.

6. Construction Cost Information.

The Contractor shall furnish any and all cost information requested by the Engineer. The Airport or any of their authorized representatives shall be allowed access to any books, documents, papers and records of the Contractor which are directly pertinent to this Project for the purpose of making audit, examination, excerpts and transcriptions.

7. Work by Others.

The Contractor is advised that other work not part of this contract but within the AOA, may be performed concurrent with the Contractor's work and by other contractors employed by the FAA or Airport. The Contractor shall closely coordinate and schedule his/her work with these other contractors completing work on the airfield. Prior to preparing the construction schedule and periodically during construction, the Contractor shall meet with the Engineer to discuss other work occurring on the airfield. The Contractor shall incorporate into the construction schedule any restrictions or dates required to make certain that conflicts with other contractors do not occur. No additional compensation will be made or contract time allowed for restrictions or disruptions to the Contractor's work resulting from these other contractors.

8. Portable Construction Lighting.

The Contractor is responsible for providing work area lighting of sufficient quality and quantity to construct the Work to the quality standards called for in the Plans and Specifications. At a minimum the construction lighting shall meet the following requirements: **(Refer to the CSPP's for additional construction – night lighting).**

- a) For any construction that will be performed during nighttime hours the Contractor shall ensure that the work areas are adequately illuminated. A minimum of 5-foot candles, 10-foot candle, or 20-foot candles of illumination shall be provided in the work areas, based on activity, using maneuverable light plants with 1,000-watt metal halide floodlights, mounted as high as practicality will allow. The Contractor shall determine the number of light plants and their required spacing to achieve the illumination levels specified herein.

The light should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The pavement area shall be lighted at a maximum spacing of 100 feet from both sides to eliminate objectionable shadows. A demonstration of the adequacy of the lighting will be required prior to beginning any night work. The Contractor shall work with Airport Operations when determining positions for each portable light unit so that the lighting will not interfere with the vision of pilots or Air Traffic Control Tower personnel.

Any elevated lighting equipment to be left on the AOA when the pavement is open to aircraft operations, must be moved outside of the safety areas and object free areas of the runways and taxiways and lowered and positioned so as not to violate CFR Part 77 Civil Imaginary Surface obstacle criteria. These locations shall be subject to the final approval of the Engineer. Lighting equipment shall be stored in the Contractor's staging areas, as shown on the Plans.

- b) For night work, the Contractor shall equip all paving machines, rollers, distributor trucks, and other equipment with artificial illumination to safely illuminate the area immediately surrounding their work areas.
- c) Contractor shall remove all equipment and store in the staging areas during non-working hours, and prior to the re-opening of the Runways.

9. Removal and Disposal/Salvage of Existing Facilities

General

The Contractor shall remove all appurtenances as shown on Plans. All removed material shall become the property of the Contractor (unless noted otherwise on the Plans or in the FAA Technical Specifications for re-use or salvage) and shall be disposed of outside the District property.

The Contract unit price paid for the work required, complete-in-place, in accordance with the Contract Documents, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and disposal of various items of materials.

The respective utility companies at their expense, if any, with the proposed improvements under this Contract shall execute all removals, installations, and relocations of underground and aboveground utilities in direct conflict.

All accidental or convenience removals of existing facilities by the Contractor shall be at the expense of the Contractor, and no additional compensation shall be allowed therefor.

Where Bid items for existing facilities relocations are not included in the Proposal, the work shall be considered as included in the price paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefor.

10. Removal of Asbestos and Hazardous Substances

If applicable, when the presence of asbestos or hazardous substances are not shown on the Plans or indicated in the Special Provisions and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in the Provisions in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Planning Department in writing immediately.

In conformance with the Provisions in Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance shall be performed by separate Contract.

11. Clean-Up of Construction Area.

Unless indicated otherwise, waste material or debris shall be removed by the Contractor each day prior to the opening of the Runways and Taxiways to ensure that it does not create a hazard and as directed by the Engineer. Debris shall not be deposited on any active portion (Runway OFA, Taxiway OFA etc.) of a runway, taxiway, or apron.

Waste Materials

All waste materials, including construction debris, shall be collected and stored in a secured metal roll-off container with lid. No construction waste material shall be buried on site. The roll-off container shall be emptied as necessary and the waste materials shall be hauled to a licensed landfill at the Contractor's expense.

Hazardous Waste

At a minimum, any products in the following categories shall be considered hazardous: paint, acids for cleaning masonry surfaces, cleaning solvents, asphalt products, chemical additives for spill stabilization, curing compounds and additives. In the event of a spill that may be hazardous, the Contractor shall take immediate remedial action, and contact the Fire Department.

Sanitary Waste.

All sanitary waste shall be collected from the construction portable units and the Contractor's Offices (if applicable) as necessary or as required, by a licensed sanitary waste management Contractor. All waste material disposal shall be the responsibility of the Contractor.

12. Foreign Object Debris (FOD) Prevention.

Aircraft and aircraft engines are susceptible to damage from FOD. Prevention of FOD from debris and waste material lying on and adjacent to airfield pavements is critical. The Contractor shall remove all such materials that may appear on or could migrate to operational aircraft pavements due to the Contractor's operations. The Contractor shall provide

vacuum sweepers of sufficient size and quantity to allow the Contractor to perform continuous vacuum/sweeping of the entire Work area during the construction shift. The vacuum/sweepers shall be easily accessible to the Contractor and should be kept in a standby position should the Engineer or Airport require FOD removal. The Contractor shall move the vacuum/sweepers into standby position prior to commencement of each construction shift.

Vacuum Sweepers shall be Tymco, Model HSP-600 or Elgin Model crosswind sweepers.

The Contractor shall notify the Airport and Engineer prior to performing vacuum/sweeping on areas of the airport open to aircraft operations. It shall be necessary for the Airport or Engineer to obtain permission as necessary before the Contractor will be allowed to vacuum/sweep during operational hours. During vacuum/sweeping activities, the Contractor shall yield to all aircraft traffic. The Contractor shall provide vehicle monitors, as defined in Specification Item P-148 to provide supervision and control of vacuum/sweeper operations within the AOA.

The Contractor shall perform a complete vacuum/sweep of the entire Work area upon completion of each shift.

The Contractor shall provide a sufficient number of vacuum/sweepers to keep up with construction activities and provide thorough and continuous debris removal, but at a minimum shall provide 1 vacuum/sweepers for regular use and 1 back-up vacuum/sweeper on standby throughout the duration of the Work.

13. Dust Control.

The Contractor shall prevent fugitive dust and shall control dust caused by the Contractor's operations or from stockpiled material, including during those periods when no construction work is in progress.

Dust control operations shall be performed by the Contractor at its sole expense at the time, location, and in the amount required by the Engineer. No additional compensation shall be made for dust control measures that are deemed necessary by the Engineer.

The Contractor shall, at a minimum, take the following measures to control and prevent dust and to prevent generation of Foreign Object Debris (FOD):

- a) To control dust on unpaved roadways, stockpiles and generally around the construction site, all disturbed areas shall be treated, as required or as directed by the Engineer, with approved dust suppressants.
- b) Temporary haul roads leading up to the work site shall be stabilized with Crushed aggregate base course (ABC).
- c) Vacuum type sweeper(s) shall be required on all paved access roads, runways, taxiways, aprons, etc. for dust control. The type employed shall be: Tymco model HSP-600 with high speed power head, or Elgin model crosswind vacuum sweeper.

14. Shop Drawings and Equipment Submittals.

All shop drawings, equipment and materials submittals shall be submitted to the Engineer within fifteen (15) working days after the preconstruction conference.

At the time of each submittal, the Contractor shall define and delineate in writing, separate from the certification, any deviations from the contract documents. The Engineer will review and return the submittals in accordance with the previously established response date. The review will be only for conformance with the design concept of the work and for compliance with the information contained in the contract documents. The review of a specified item, as such, will not indicate review of the assembly in which the item functions.

Item Equivalency

Where a specific manufacturer is noted on the Plans or listed in the Specifications herein, unless otherwise noted an "approved equal" item may be substituted.

If a bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the Engineer in writing no later than seven (7) working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The Engineer will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than three (3) working days before bid opening.

The Contractor shall also follow the requirements of Technical Specification Part 1 – General Provisions Section 60-03, "Certification of Compliance" when requesting to bid an "approved equal" item.

Review of Contractor's Submittals

Review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the District, or by any employee thereof, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.

Acceptance by the Engineer

Favorable review by the Engineer will not constitute acceptance by the Engineer of any responsibility for the accuracy, coordination and completeness of the shop drawings or the items of equipment represented on the drawings. Accuracy, coordination, and completeness of shop drawings shall be the sole responsibility of the Contractor, including responsibility to back-check comments, corrections, and modifications from the Engineer's review before fabrications.

Preparation of submittals or re-submittals due to an unfavorable review, will not be reason for any portion of the compensation owed.

15. Permits

The Contractor shall become fully informed of the conditions of all permits that govern the Contractor's operations and shall conduct construction operations accordingly. The Contractor shall be solely responsible for and pay, at Contractor's sole expense, all fines, damages, and work delays incurred due to failure to implement the requirements of the permits.

FAA forms 7460-1 shall be submitted to the FAA within five (5) calendar days after receipt of the Notice to Proceed.

16. Job Site Safety

The Engineer does not have authority over or responsibility for the job site safety and/or safety precautions and programs incident to the Contractor's work, nor for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's furnishing and performing the work. The Contractor and all subcontractors shall execute the work in accordance with the provisions of all Federal, State, and local codes and requirements, including but not limited to OSHA and CAL/OSHA.

The Contractor shall take every precaution necessary to provide for the protection of personnel and property, including but not limited to airport users and employees, on or adjacent to the project site. The Contractor shall develop and submit for review and approval to the Owner and Engineer a "Safety Plan Compliance Document". The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall develop and instate an Airport Construction Safety Training Program for all construction personnel performing work on the project. The program shall provide employee safety orientation covering all aspects of the FAA's Advisory Circular 150/5370-2 (latest edition) Operational Safety on Airports during Construction, as well as the phasing restrictions and conditions as identified in the Contract Documents. Attendance at the program is mandatory for all personnel performing work and/or delivering material to the site. Records for completion of the program, including attendees signatures indicating completion of the training, shall be maintained by the Contractor and made available at all times for inspection by the Owner and/or Engineer.

If the Contractor fails to maintain safety precautions or fails to instate the training program, the Owner shall take such steps as necessary, in the opinion of the Owner, to correct the situation and shall charge the Contractor therefor. The failure of the Owner to take any such action shall not relieve the Contractor of his obligations.

The Contractor shall not employ a construction technique or permit a construction activity, which in the opinion of the Owner or Engineer, adversely affects or interferes with Airport security and/or safety. The Contractor shall cooperate fully with the Owners requirements regarding airport security and safety of the project and the Airport.

The AOA will be in continuous use for scheduled and unscheduled aircraft during the construction period. Use of the AOA by aircraft and airport operations shall take precedence over the Contractor's operations at all times. The Contractor shall bid and perform the work accordingly.

The Contractor shall cooperate fully with the Owner and the Engineer in matters pertaining to public safety and Airport Operations. No additional compensation or contract time will be allowed for delays, cancellations, or disruption of construction work as a result of Airport Operations which may require that the Contractor's operations be interrupted, canceled, changed, reconfigured, or moved from one part of the project site to another.

17. Protection of Airport Facilities

The Contractor is hereby informed that there are installed on the Airport NAVAIDS including, without limitation; electric cables and controls relating to visual aids and facilities, and other electric power cables serving other airport facilities. Such NAVAIDS and other facilities, and electric cables shall be fully protected during the entire construction time unless otherwise noted on the Plans. Work can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the airfield, anticipation of emergency conditions, and for any other reason determined by the Engineer acting under the orders and instructions of the Airport or the designated FAA representative. Any instructions to the Contractor to clear any given area, at any time, by the Engineer, the Airport or the FAA (by radio or other means) shall be immediately executed. Construction work may be commenced in the cleared area only when additional instructions are issued by the proper authorities.

The Contractor shall immediately repair, with identical material by skilled workmen, underground cables serving the Airport or NAVAIDS and other Airport facilities, which are damaged by its workers, equipment or work. Prior approval of the FAA must be obtained for the materials, workers, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA facilities damaged by the Contractor. Prior approval of the Engineer and the Airport shall be obtained for the materials, workers, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cable damaged by the Contractor.

It is recognized that the Airport will incur costs for employees' salaries, engineering fees, and otherwise in connection with the damage and inspection and repair of any such damage, caused by the Contractor and, consequently, that the Airport may incur loss of income by reason of the diversion of aircraft and that such expenses and loss of income are damages that would be impracticable or extremely difficult to determine. In addition to the obligation of the Contractor to immediately repair any cables or facilities damaged by the Contractor within three feet of the location on the ground defined by the Engineer, as set forth above, the parties agree that the sum of \$2,000.00 per calendar day shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach), and shall be deducted from any money due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both.

Non-inclusion of items from the above information shall not relieve the Contractor from protecting and restoring all Airport improvements as required.

The Contractor shall repair or replace all Airport-owned facilities that are damaged as a result of its operations. At the option of the Airport, the repair or replacement work may be performed by Airport personnel. In either case, the Contractor shall pay at its sole expense, all costs for restoring existing improvements.

The cost of protection of property, facilities and landscape including the restoration/repair/replacement if damaged by the Contractor, shall be considered as included in the unit prices bid for various items of work and no additional payment will be made therefor.

18. Contractor's Responsibility for Work.

The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished work, by the action of the elements or from any other cause until the entire project is completed and accepted by the Engineer. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the Owner. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the Owner.

The Contractor shall save harmless the Owner and Engineer from damages or claims for compensation that may occur in the enforcement of this Section.

19. Horizontal Directional Drill

For all Horizontal Directional Drill (HDD) conduit installations the contractor shall use HDPE conduits along the prescribed bore path from the surface with minimal impact to the surrounding area. The pulling tension for installing the HDPE conduit shall not exceed 75% of the manufacturer's tensile strength rating for each size and configuration of conduit(s). The Contractor shall perform the work in a manner to prevent the conduit(s) from elongation or "necking down" during installation.

The contractor's HDD operations shall utilize the "walkover" locating system or other Engineer approved equivalent, for determining the location of the bore head. A sonde, behind the bore head shall register the depth, angle, rotation and directional data. At the surface, a receiver compatible with the sonde shall be used to gather the data and relay the information to the HDD equipment operator.

When joining segments of HDPE conduit, the contractor shall utilize non-corrosive, sit-tight, watertight couplings. Heat fusion, electrofusion fittings and mechanical connections shall be permitted if the HDPE conduit and joining device manufactures recommendations are observed and the internal diameter of the HDPE conduit is not reduced. Extrusion welding and hot gas welding to join HDPE conduits is not permitted.

Upon completion of joining HDPE conduit sections and setting the pull boxes, the contractor shall clean the HDPE conduit with compressed air. The contractor shall demonstrate by pulling a cleaning mandrel or ball mandrel, correctly sized for the conduit, that the conduit was not deformed during installation. If the mandrel passes through the HDPE the contractor shall install the pull tape in accordance with Technical Specifications. If the mandrel encounters a deformity in the HDPE conduit, the contractor shall replace the entire segment of HDPE between pull boxes with new HDPE at no cost to the Owner.

All boring pits in pavement or asphalt shall be saw cut and be neat and free of rough edges. Asphalt or concrete replacement shall conform to Plan details. The contractor shall submit a boring plan and utility profile to the Engineer for review and approval prior to commencement of HDD activities. Saw cutting and excavation of pits in pavement or asphalt shall be incidental to the boring operation and shall not be measured or paid.

20. Federal Minimum Wage Rates

The Federal Minimum Wages Rates are located at:

<http://www.wdol.gov/dba.aspx>

Select STATE: California, COUNTY: Monterey; CONST TYPE: Highway – CA29

General Decision Number: CA20230018 01/20/2023 CA29

The General Prevailing Wage Rates are located at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

21. Project Close Out Documents

The Contractor, prior to requesting its final progress payment for release of retention, shall submit the following items to the Engineer:

1. Written guarantees and warranties
2. Operating manuals and instructions
3. Keys and keying schedule
4. Maintenance stock items; spare parts; special tools
5. Completed final Record Drawings (redline hardcopy and electronic AutoCAD® format)
6. Bonds for maintenance as required herein

7. Certificates of inspection and acceptance by local governing agencies having jurisdiction
8. Releases from all parties, including Subcontractors and Suppliers, who are entitled to claims against the subject project or improvement pursuant to the provisions of law.
9. Signed Certification of Substantial Completion (Attached herein)
10. Signed Contractor's Affidavit Regarding Settlement of Claims (Attached herein)
11. A compilation of all Quality Control testing results and records in both electronic Adobe Acrobat® format and hard copy in ring binder. Compilation shall be filed under Specification Items and sequenced in chronological order.

22. Precedence of Contract Documents

The Contractor, The order of precedence of documents shall be: (1) Rules & Regulations of Federal/State Agencies relating to the source of funds for this project, (2) Permits from other agencies as may be required by law, (3) Special Provisions, (4) FAA Technical Specifications, (5) Technical Specifications including Appendices, (6) Plans, and (7) General Conditions.

Change orders, addendums, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Whenever any conflict appears in any portion of the contract, it shall be resolved by application of the order of precedence, unless determined otherwise by the Engineer. Additionally, with any conflict or inconsistency with contract document, unless instructed otherwise by the Engineer, the Contractor shall assume that the option or alternative that is more expensive, more labor intensive, and/or takes more time to complete, is the option or alternative required. Work required of the plans, either expressed or implied through the understanding of general, industry-standard construction practice, shall be considered as included in this contract.

23. Progress Payments

A schedule for progress payments will be established at the Pre-Construction Conference. It is typical to receive a progress payment every 30 days. On occasion, small projects may have just one progress payment.

In advance of any progress payment, the following will be reviewed:

- A. Submittal status.
- B. Access control badging (if applicable).
- C. As-Built Plans. Contractor is to keep these current.
- D. Certified Payroll statements, including benefit statements for the general contractor and all sub-contractors. Documentation regarding compensation to DBE firms serving the project.
- E. Dust control and storm water pollution prevention compliance.
- F. Review of the contractor-provided Safety Plan Compliance Document for compliance or for modification, if appropriate.

The status of these items may impact the progress for periodic progress payments to the Contractor.

24. Project Field Office

The Contractor shall provide a temporary Field Office for the duration of the project. The Field Office shall comply with the requirements of Section 8 – Facilities for Agency Personnel, Greenbook Specification, Class “A”, The designated space, furniture, and facilities shall be for use by the Owner’s on-site representative.

- A. It is the Contractors responsibility for establishing, maintaining, and paying for associated utility service (electricity and wireless internet) for the duration of the project.
- B. Contractor-provided Field Office shall include conference table and chairs for up to 10 attendees at the periodic progress meetings.
- C. Chemical toilet adjacent to field office is acceptable.
- D. Contractor to provide weekly cleaning including solid waste disposal.

For budgeting purposes, the Contractor shall assume the duration of need for the office and conference space including utility service, toilet, and cleaning shall be the identified contract time period plus 50%.

25. Project Superintendence

A representative of the general contractor shall be on the project site at all times work is being performed by any contractor and /or subcontractor force. The general contractor representative shall be of a status and position to direct and control the subcontractor, and to take input and direction from the inspector and forward to the subcontractor. Project superintendence cannot be assigned.

26. Portable Restroom Facilities

On-site restroom facilities are not available for use by Contractor forces. The Contractor shall provide restroom facilities at quantities and at locations throughout the project as necessary to adequately serve all general contractor and sub-contractor forces working on this project. Portable restroom facilities shall be serviced regularly throughout the duration of the project. Contractor shall assume portable restroom facilities shall be available for twice the contract length.

27. Facility Duration

In the event the contract requires contractor-provided facilities to support the field operation, the Contactor shall assume the duration of need for said facilities shall be the contract time period plus 50%. This applies to the following, at a minimum:

- A. Portable restroom
- B. Project field office
- C. Delineation
- D. Traffic control
- E. Access control / perimeter security
- F. Area lighting
- G. Project sign board
- H. Solid waste facilities / service
- I. Public awareness signage including portable message boards

28. Construction Survey

- A. Refer to section **50-07 Construction layout and stakes** of the FAA General Provisions
- B. The Engineer shall establish necessary horizontal and vertical control.
- C. The Contractor is responsible to establish all layout required for the construction of the project.**

29. Construction Safety Phasing Plan (CSPP)

A Construction Safety Phasing Plan (CSPP) has been prepared for both projects, in accordance with the requirements of FAA AC 150/5370-2G, Operational Safety on Airports During Construction. The document is included in its entirety within this specification booklet. The Contractor shall:

- A. Review, become familiar with, and gain a working knowledge of the Plan.
- B. In accordance with the same Advisory Circular, prepare and submit for review and approval, a Safety Plan Compliance Document (SPCD), in advance of receipt of a Notice to Proceed (NTP). The SPCD shall provide a detailed approach for implementation and compliance with the CSPP.
- C. The Engineer shall establish necessary horizontal and vertical control.
- D. Provide copies of the CSPP and the approved SPCD to all subcontractors working on the project, and gain written confirmation of receipt and acknowledgement of the need to comply with the provisions and requirements of the CSPP and the SPCD.
- E. Provide input to the Engineer regarding recommendations for updates or revisions to the CSPP in the event site conditions or construction sequencing changes or opportunities present themselves for preserving the same level of safety with a more efficient approach.

30. Contractor Quality Control Program (CQCP)

The Contractor shall prepare, gain approval of, and implement a Contractor Quality Control Program (CQCP), in accordance with the requirements of C-100, Contractor Quality Control Program, included in its entirety within this specification booklet. The program shall be prepared with input from subcontractors working on the team. Once approved, the general contractor is responsible for compliance with the CQCP, and for assurance of compliance by all subcontractors serving the general contractor.

31. Delineations and Delineation Maintenance

Work area and haul route delineation is required. Contractor shall purchase, own, or otherwise acquire for the duration of the project, an adequate number of low-profile, weighted, lighted (red) delineators. For work area delineation, delineators shall be placed at locations and in alignments shown on the Project Layout Plan. For haul route delineation, delineators shall be placed along both sides of haul routes as necessary to provide adequate direction from and between access gate, yard, and work area(s).

32. Measurement and Payment

Any costs connected with any of the general requirements outlined in this Special Provision section including, but not necessarily limited to, submittals, pavement cleaning, scheduling, maintaining access, water, attending meetings, project field office, solid waste management, quality control (CQCP), airfield safety including compliance with CSPP, providing general contractor representation at all times sub-contractors or on-site, portable restrooms, construction survey, etc., shall be included in other items of work and no additional measurement or payment (compensation) will be made there for.

BID SCHEDULES
FOR CONSTRUCTION OF
COMMERCIAL APRON PROJECT
AT THE
MONTEREY REGIONAL AIRPORT
MONTEREY, CALIFORNIA

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

BID SCHEDULE A (COMMERCIAL APRON CONSTRUCTION GRANT YEAR 1)						
Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
PHASE A						
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	1100000-	1100000-
2	C-102-5.1a	INSTALLATION AND REMOVAL OF FIBER ROLLS	3735	LF	7-	26145-
3	C-102-5b	INSTALLATION AND REMOVAL OF STORM DRAIN INLET PROTECTION (GRAVEL BAGS)	18	EA	600-	10800-
4	C-102-5d	INSTALLATION AND REMOVAL OF STABILIZED CONSTRUCTION ENTRANCE	1	EA	8000-	8000-
5	C-102-5e	INSTALLATION AND REMOVAL OF SILT FENCE	1527	LF	9-	13743-
6	C-102-5f	APPLICATION OF HYDROSEED	0.21	AC	4000-	840-
7	C-102-5g	INSTALLATION OF EROSION CONTROL BLANKETS/MATS	0.21	AC	26000-	5460-
8	C-105-6.1	FIELD OFFICE	1	LS	150000-	150000-
9	C-105-6.1	MOBILIZATION (8% MAX)	1	LS	3100000-	3100000-
10	C-106-3.1	SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC	1	LS	2200000-	2200000-
11	C-106-3.2	PORTABLE SOLAR LIGHT TOWER	4	EA	30000-	120000-
12	P-101-5.1	AC PAVEMENT REMOVAL	54460	SY	6-	326760-
13	P-101-5.1	PCC PAVEMENT REMOVAL	384	SY	40-	15360-
14	P-101-5.2	REMOVE EXISTING GAS PIPE	634	LF	10-	6340-
15	P-101-5.2	REMOVE EXISTING WATER PIPE	2020	LF	35-	70700-
16	P-101-5.2	REMOVE EXISTING STORM DRAIN PIPE	1440	LF	34-	48960-
17	P-101-5.2	CLOSE REMOVED PIPE PENETRATION AT CATCH BASIN	2	EA	400-	800-
18	P-101-5.2	REMOVE EXISTING WATER VALVE	16	EA	500-	8000-
19	P-101-5.2	REMOVE EXISTING WATER STRUCTURE	11	EA	1500-	16500-
20	P-101-5.3	REMOVE EXISTING FIRE HYDRANT AND ASSOCIATED BOLLARDS	7	EA	2500-	17500-
21	P-101-5.2	REMOVE EXISTING STORM DRAIN STRUCTURE	8	EA	2000-	16000-

**BID SCHEDULE A
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 1)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
22	P-101-5.2	REMOVE EXISTING SEWER PIPE	660	LF	40 ⁻	26400 ⁻
23	P-101-5.2	REMOVE EXISTING SEWER MANHOLE/STRUCTURE	10	EA	2000 ⁻	20000 ⁻
24	P-101-5.2	CAP AND ABANDON EXISTING WATER PIPE	3	EA	8000 ⁻	24000 ⁻
25	P-101-5.2	CAP AND ABANDON EXISTING GAS PIPE	2	EA	4000 ⁻	8000 ⁻
26	P-101-5.2	CAP AND ABANDON EXISTING SEWER PIPE	2	EA	500 ⁻	1000 ⁻
27	02 41 16	EXISTING BUILDING REMOVAL	1	LS	974000 ⁻	974000 ⁻
28	P-101-5.3	EXISTING CONCRETE STAIRS TO BE REMOVED	1	EA	4000 ⁻	4000 ⁻
29	P-101-5.3	EXISTING MAILBOX TO BE REMOVED	1	EA	300 ⁻	300 ⁻
30	P-101-5.3	EXISTING TANK TO BE REMOVED	3	EA	15000 ⁻	45000 ⁻
31	P-101-5.3	EXISTING ROAD SIGN TO BE REMOVED	1	EA	500 ⁻	500 ⁻
32	P-101-5.3	EXISTING CARD READER, GATE EQUIPMENT, AND ASSOCIATED BOLLARD TO BE REMOVED	1	EA	6000 ⁻	6000 ⁻
33	P-101-5.3	EXISTING PARKING PAYMENT MACHINE TO BE RELOCATED	1	EA	20000 ⁻	20000 ⁻
34	P-101-5.3	EXISTING BOLLARD TO BE REMOVED	5	EA	500 ⁻	2500 ⁻
35	P-101-5.3	REMOVE EXISTING LIGHT POLE	9	EA	3500 ⁻	31500 ⁻
36	P-101-5.2	REMOVE EXISTING GAS STRUCTURE	5	EA	6000 ⁻	30000 ⁻
37	P-101-5.3	REMOVE EXISTING RETAINING WALL	55	LF	3000 ⁻	165000 ⁻
38	P-101-5.3	REMOVE EXISTING RAILROAD TIES	50	LF	70 ⁻	3500 ⁻
39	P-101-5.3	REMOVE EXISTING FLARED END SECTION	1	EA	500 ⁻	500 ⁻
40	P-101-5.2	EXISTING ELECTRICAL & TELECOMMUNICATIONS CONDUIT, CABLES, AND PULL BOXES TO BE REMOVED	3289	LF	5 ⁻	16445 ⁻
41	P-151-4.2	TREE REMOVAL	3	EA	1000 ⁻	3000 ⁻
42	P-152-4.1	UNCLASSIFIED EXCAVATION	126722	CY	27 ⁻	3421494 ⁻
43	P-152-4.2	OVER EXCAVATION OF NON SUITABLE MATERIAL	24131	CY	20 ⁻	482620 ⁻
44	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 6" THICK	2035	CY	125 ⁻	254375 ⁻
45	P-403-8.1	ASPHALT SURFACE COURSE, GRADATION 2, 4" THICK	2838	TON	165 ⁻	468270 ⁻
46	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	560	GAL	4.40	2464 ⁻
47	P-620-5.1	MARKING	7600	SF	7 ⁻	53200 ⁻
48	P-620-5.2	OBLITERATE EXISTING PAVEMENT MARKING	1900	SF	4 ⁻	7600 ⁻
49	D-701-5.1b	15-INCH RCP, CLASS IV	247	LF	180 ⁻	44460 ⁻
50	D-701-5.1d	24-INCH RCP, CLASS IV	382	LF	224 ⁻	85568 ⁻
51	D-701-5.1e	30-INCH RCP, CLASS IV	290	LF	300 ⁻	87000 ⁻

**BID SCHEDULE A
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 1)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
52	D-701-5.1f	12-INCH DUCTILE IRON STORM DRAIN	66	LF	600 ⁻	39600 ⁻
53	D-701-5.1h	12-INCH PVC	60	LF	150 ⁻	9000 ⁻
54	D-701-5.1g	15-INCH PVC	682	LF	190 ⁻	129580 ⁻
55	D-750-5.1	12-INCH TRENCH DRAIN	762	LF	680 ⁻ 250⁻ RJ	518160 ⁻ 192500⁻ RJ
56	D-751-5.1a	MANHOLE 3'x3' (AIRCRAFT RATED)	1	EA	29000 ⁻	29000 ⁻
57	D-751-5.1b	MANHOLE 4'x4' (AIRCRAFT RATED)	3	EA	37000 ⁻	111000 ⁻
58	D-751-5.1d	CALTRANS D73 TYPE G1 CATCH BASIN	3	EA	10000 ⁻	30000 ⁻
59	D-751-5.1e	ANTI-SEEP COLLAR	3	EA	8500 ⁻	25500 ⁻
60	D-751-5.1g	ADJUST EXISTING MANHOLE TO GRADE	1	EA	5000 ⁻	5000 ⁻
61	D-754-5.1a	4' WIDE VALLEY GUTTER	328	LF	100 ⁻	32800 ⁻
62	D-754-5.1b	BROW DITCH	448	LF	45 ⁻	20160 ⁻
63	D-754-5.1d	RIP RAP ENERGY DISSIPATOR	3	CY	900 ⁻	2700 ⁻
64	D-751-5.1k	FLARED END SECTION	1	EA	1500 ⁻	1500 ⁻
65	D-751-5.1j	STORM DRAIN MANHOLE	3	EA	10500 ⁻	31500 ⁻
66	F-162-5.3	REMOVAL OF EXISTING FENCE	2465	LF	5 ⁻	12325 ⁻
67	F-162-5.1	TEMPORARY CONSTRUCTION FENCE	1485	LF	175 ⁻	259875 ⁻
68	33 05 01.09-4.01a	POLYVINYL CHLORIDE PIPE (WATER), C-900 - 4" DIAMETER	1350	LF	100 ⁻	135000 ⁻
69	33 05 01.09-4.01b	POLYVINYL CHLORIDE PIPE (WATER), C-900 - 6" DIAMETER	40	LF	285 ⁻	11400 ⁻
70	32 05 01.09-4.01c	POLYVINYL CHLORIDE PIPE (WATER), C-900 - 10" DIAMETER	20	LF	550 ⁻	11000 ⁻
71	33 05 01.09-4.01d	POLYVINYL CHLORIDE PIPE (WATER), C-900 - 12" DIAMETER	1526	LF	185 ⁻	282310 ⁻
72	33 12 16-4.01	12-INCH DIAMETER GATE VALVE	3	EA	4000 ⁻	12000 ⁻
73	33 12 16.29-4.01	TEMPORARY BLOWOFF VALVE ASSEMBLY	3	EA	4500 ⁻	13500 ⁻
74	33 12 19-4.01	ABOVE GROUND FIRE HYDRANT ASSEMBLY WITH BOLLARDS	2	EA	28000 ⁻	56000 ⁻
75	03 30 00	PROPOSED CAST IN PLACE RETAINING WALL	362	LF	2770 ⁻	1002740 ⁻ #2 RJ
76	32 32 34 - 8.1	PROPOSED MSE RETAINING WALL	3815	SF	225 ⁻	858375 ⁻
77	F-162-5.2b	TEMPORARY AOA FENCE	3500	LF	63 ⁻	220500 ⁻

**BID SCHEDULE A
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 1)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
78	265601-1	New High Mast Light Pole with Fixtures, Precast Base, Wiring and Components Enclosure and Associated Infrastructure	5	EA	83000 ⁻	415000 ⁻
79	265601-2	Commissioning, Testing, and Miscellaneous Electrical Work Associated with Hight Mast Lighting	1	LS	13500 ⁻	13,500 ⁻
80	260519-1	#2 AWG, 600V Rated XHHW-2 Copper Cable For High Mast Lighting Power Feed	4400	LF	4 ⁻	17600 ⁻
81	260519-2	#2 AWG, 600V Rated XHHW-2 Copper Green Ground Cable for High Mast Lighting Power Feed	1712.5	LF	3 ⁻	5137.50
82	260519-3	#4 AWG, 600V Rated XHHW-2 Copper Cable For OB Lighting Feed	4400	LF	3 ⁻	13200 ⁻
83	260519-4	#2 AWG, 600V Rated XHHW-2 Copper Green Ground Cable for OB Lighting Feed	1712.5	LF	3 ⁻	5137.50
84	260519-5	RTR Cable - 50 Pair	1156.25	LF	6 ⁻	6937.50
85	L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Airfield Lighting Cable	375	LF	4 ⁻	1500 ⁻
86	L-108-2	1-1/C No. 6 AWG, 600V Ground Wire for Airfield Lighting Circuits	187.5	LF	3 ⁻	562.50
87	L-110-3	Concrete Encased, Electrical Ductbank, 2-Way 2-Inch Ductbank in New Concrete	220	LF	110 ⁻	24200 ⁻
88	L-110-4	Concrete Encased, Electrical Ductbank, 2-Way 3-Inch Ductbank in New Concrete	275	LF	116 ⁻	31900 ⁻
89	L-110-5	Concrete Encased, Electrical Ductbank, 4-Way 4-Inch Ductbank in New Asphalt or New Concrete	1,100	LF	162 ⁻	178200 ⁻
90	L-110-6	Concrete Encased, FAA Electrical Ductbank, 2-Way 4-Inch Ductbank in Dirt or Non-Paved Earth	209	LF	130 ⁻	27170 ⁻
91	L-110-7	Concrete Encased, FAA Electrical Ductbank, 2-Way 4-Inch Ductbank in New Asphalt or New Concrete	165	LF	135 ⁻	22275 ⁻
92	L-111-1	Concrete Encased, FAA Electrical Ductbank, 2-Way 4-Inch Horizontal Drilled Directional Bore	698.5	LF	169 ⁻	118046.50
93	L-115-2	Traffic Rated Electrical Pull Box, 3'x3'x3'	5	EA	12500 ⁻	62500 ⁻
94	L-115-3	4' x 4' x 4' Aircraft Rated Handhole	16	EA	25600 ⁻	409600 ⁻
95	L-125-2	L-867B Base Can in Existing Asphalt	2	EA	3300 ⁻	6600 ⁻
96	L-125-3	New L-861T Elevated Taxiway Edge Light & Transformer	2	EA	600 ⁻	1200 ⁻
97	L-128-1	Demolition, Temporary Electrical, and Miscellaneous Electrical Work	1	LS	235000 ⁻	235000 ⁻
98	P-651	UNSUITABLE SOIL MITIGATION (ENVIRONMENTAL)	5865	CY	300 ⁻	1759500 ⁻

**BID SCHEDULE A
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 1)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
PHASE A1						
99	C-102-5.1a	INSTALLATION AND REMOVAL OF FIBER ROLLS	972	LF	8 ⁻	7776 ⁻
100	C-102-5b	INSTALLATION AND REMOVAL OF STORM DRAIN INLET PROTECTION (GRAVEL BAGS)	1	EA	800 ⁻	800 ⁻
101	C-102-5f	APPLICATION OF HYDROSEED	1.11	AC	4000 ⁻	4440 ⁻
102	C-102-5g	INSTALLATION OF EROSION CONTROL BLANKETS/MATS	1.11	AC	26000 ⁻	28860 ⁻
103	D-701-5.1a	18-INCH PVC	111	LF	220 ⁻	24420 ⁻
104	D-701-5.1g	15-INCH PVC	513	LF	205 ⁻	105165 ⁻
105	D-754-5.1a	4' WIDE VALLEY GUTTER	73	LF	165 ⁻	12045 ⁻
106	D-754-5.1c	CURB & GUTTER	240	LF	80 ⁻	19200 ⁻
107	D-751-5.1h	CALTRANS D73 TYPE G1 CATCH BASIN WITH WEIR WALL	1	EA	19000 ⁻	19000 ⁻
108	D-751-5.1i	CAST-IN-PLACE CURB COMBINATION DRAIN INLET	1	EA	11000 ⁻	11000 ⁻
109	D-751-5.1j	STORM DRAIN MANHOLE	3	EA	10000 ⁻	30000 ⁻
110	334923-4.01	STORM DRAIN INFILTRATION BASIN	1	LS	700000 ⁻	700000 ⁻
111	P-101-5.1	AC PAVEMENT REMOVAL	9825	SY	5.50	54037.50
112	P-101-5.2	REMOVE EXISTING WATER PIPE	550	LF	44 ⁻	24200 ⁻
113	P-101-5.2	REMOVE EXISTING STORM DRAIN PIPE	293	LF	43 ⁻	12599 ⁻
114	P-101-5.2	CLOSE REMOVED PIPE PENETRATION AT CATCH BASIN	1	EA	500 ⁻	500 ⁻
115	P-101-5.2	REMOVE EXISTING WATER STRUCTURE	3	EA	1200 ⁻	3600 ⁻
116	P-101-5.2	REMOVE EXISTING STORM DRAIN STRUCTURE	8	EA	1500 ⁻	12000 ⁻
117	P-101-5.2	EXISTING ELECTRICAL & TELECOMMUNICATIONS CONDUIT, CABLES, AND PULL BOXES TO BE REMOVED	379	LF	1 ⁻	379 ⁻
118	P-152-4.1	UNCLASSIFIED EXCAVATION	21853	CY	24 ⁻	524472 ⁻
119	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 6" THICK	272	CY	140 ⁻	38080 ⁻
120	P-403-8.1	ASPHALT SURFACE COURSE, GRADATION 2, 4" THICK	381	TON	185 ⁻	70485 ⁻
121	P-403-8.2	ASPHALT SURFACE COURSE, GRADATION 2, 2" THICK	0.5	TON	1000 ⁻	500 ⁻
122	F-162-5.1	TEMPORARY CONSTRUCTION FENCE	1485	LF	26 ⁻	38610 ⁻
123	F-162-5.2a	PERMANENT AOA FENCE	190	LF	110 ⁻	20900 ⁻

**BID SCHEDULE A
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 1)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
124	L-110-5	CONCRETE ENCASED, ELECTRICAL DUCTBANK, 4-WAY 4-INCH DUCTBANK IN NEW ASPHALT OR NEW CONCRETE	440	LF	175-	77000-
125	L-115-3	4'X4'X4' AIRCRAFT RATED HANDHOLE	5	EA	25600-	128000-
126	03 30 00	PROPOSED CAST IN PLACE RETAINING WALL	205	LF	4310-	883550-
127	330501.09-4.01b	POLYVINYL CHLORIDE PIPE (WATER), C-900 - 6" DIAMETER	20	LF	800-	16000-
128	330501.09-4.01d	POLYVINYL CHLORIDE PIPE (WATER), C-900 - 12" DIAMETER	716	LF	200-	143200-
129	331219-4.01	ABOVE GROUND FIRE HYDRANT ASSEMBLY WITH BOLLARDS	1	EA	30000-	30000-

Bid Schedule A Total – (Items 1 to 129)

Twenty Three Million Eight hundred Six Thousand Seven Hundred Fourteen (In Words) Dollars

RJ
~~23 806 716~~
23 806 714 (In Numbers) Dollars

**BID SCHEDULE B
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 2)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
PHASE A PAVEMENT						
130	P-220-6.1	CEMENT TREATED SOIL BASE COURSE, 12"	37807	SY	12 ⁻	453684 ⁻
131	P-501-8.1b	CONCRETE PAVEMENT, 15.5" THICK (CARBON DIOXIDE TREATED)	15705	CY	420 ⁻	6596100 ⁻
132	P-501-8.1c	CONCRETE PAVEMENT, 9" THICK (CARBON DIOXIDE TREATED)	2	CY	415 ⁻	830 ⁻
133	P-501-8.2	CARBON DIOXIDE TREATED CONCRETE EQUIPMENT	1	LS	15570 ⁻	15570 ⁻
134	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 8" THICK	410	CY	143 ⁻	58630 ⁻
135	P-403-8.1	ASPHALT SURFACE COURSE, GRADATION 2, 4" THICK	426	TON	170 ⁻	72420 ⁻
136	P-602-5.1	EMULSIFIED ASPHALT PRIME COAT	548	GAL	7.24	3967.52
PHASE B						
137	C-102-5.1a	INSTALLATION AND REMOVAL OF FIBER ROLLS	1173	LF	7 ⁻	8211 ⁻
138	C-102-5b	INSTALLATION AND REMOVAL OF STORM DRAIN INLET PROTECTION (GRAVEL BAGS)	6	EA	600 ⁻	3600 ⁻
139	C-102-5c	INSTALLATION AND REMOVAL OF STORM DRAIN INLET PROTECTION (DRAIN INSERT)	1	EA	600 ⁻	600 ⁻
140	C-102-5d	INSTALLATION AND REMOVAL OF STABILIZED CONSTRUCTION ENTRANCE	1	EA	7000 ⁻	7000 ⁻
141	C-102-5f	APPLICATION OF HYDROSEED	0.03	AC	4000 ⁻	120 ⁻
142	C-102-5g	INSTALLATION OF EROSION CONTROL BLANKETS/MATS	0.03	AC	26000 ⁻	780 ⁻
143	P-101-5.1	AC PAVEMENT REMOVAL	9810	SY	8 ⁻	78480 ⁻
144	P-101-5.2	REMOVE EXISTING STORM DRAIN PIPE	86	LF	150 ⁻	12900 ⁻
145	P-101-5.2	REMOVE EXISTING STORM DRAIN STRUCTURE	4	EA	1500 ⁻	6000 ⁻
146	P-152-4.1	UNCLASSIFIED EXCAVATION	7049	CY	45 ⁻	317205 ⁻
147	D-701-5.1c	18-INCH RCP, CLASS IV	5	LF	1700 ⁻	8500 ⁻
148	D-751-5.1a	MANHOLES 3'x3' (AIRCRAFT RATED)	2	EA	29000 ⁻	58000 ⁻
149	D-751-5.1f	18-INCH CONCRETE COLLAR	2	EA	2000 ⁻	4000 ⁻
150	P-156-8.1	CEMENT TREATED SOIL SUB-GRADE COURSE, 18"	5681	SY	18 ⁻	102258 ⁻
151	P-220-6.1	CEMENT TREATED SOIL BASE COURSE, 12"	4410	SY	22 ⁻	97020 ⁻
152	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 6" THICK	950	CY	135 ⁻	128250 ⁻
153	P-401-8.a	ASPHALT SURFACE COURSE, GRADATION 2, 4" THICK	1321	TON	155 ⁻	204755 ⁻
154	P-401-8.1c	ASPHALT BASE COURSE, GRADATION 2, 5" THICK	1652	TON	155 ⁻	256060 ⁻
155	P-501-8.1b	CONCRETE PAVEMENT, 15.5" THICK (CARBON DIOXIDE TREATED)	1900	CY	420 ⁻	798000 ⁻

**BID SCHEDULE B
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 2)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
156	P-501-8.1c	CONCRETE PAVEMENT, 9" THICK (CARBON DIOXIDE TREATED)	1	CY	415-	415-
157	P-602-5.1	EMULSIFIED ASPHALT PRIME COAT	1732	GAL	5.50	9520-
158	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	289	GAL	4.50	1300 1300.50
159	P-620-5.1	MARKING	5600	SF	550 7-	39200-
160	260519-5	RTR Cable - 50 Pair	1343.8	LF	6-	8062.80
161	L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Airfield Lighting Cable	625	LF	4-	2500-
162	L-108-2	1-1/C No. 6 AWG, 600V Ground Wire for Airfield Lighting Circuits	312.5	LF	3-	937.50
163	L-110-6	Concrete Encased, FAA Electrical Ductbank, 2-Way 4-Inch Ductbank in Dirt or Non-Paved Earth	66	LF	108-	7128-
164	L-110-7	Concrete Encased, FAA Electrical Ductbank, 2-Way 4-Inch Ductbank in New Asphalt or New Concrete	1287	LF	108-	138996-
165	L-115-3	4' x 4' x 4' Aircraft Rated Handhole	3	EA	25700-	77100-
166	L-125-1	L-867B Base Can in New Asphalt	4	EA	3250-	13000-
167	L-125-3	New L-861T Elevated Taxiway Edge Light & Transformer	4	EA	600-	2400-
PHASE C						
168	C-102-5.1a	INSTALLATION AND REMOVAL OF FIBER ROLLS	649	LF	10.24	6645.76
169	C-102-5b	INSTALLATION AND REMOVAL OF STORM DRAIN INLET PROTECTION (GRAVEL BAGS)	2	EA	1800-	3600-
170	C-102-5d	INSTALLATION AND REMOVAL OF STABILIZED CONSTRUCTION ENTRANCE	2	EA	8000-	16000-
171	P-101-5.1	AC PAVEMENT REMOVAL	1560	SY	9-	14040-
172	P-101-5.1	PCC PAVEMENT REMOVAL	5868	SY	34-	199512-
173	P-101-5.2	REMOVE EXISTING STORM DRAIN PIPE	138	LF	50-	6900-
174	P-101-5.2	REMOVE EXISTING STORM DRAIN STRUCTURE	2	EA	1500-	3000-
175	P-152-4.1	UNCLASSIFIED EXCAVATION	5251	CY	28 30-	157530-
176	D-701-5.1c	18-INCH RCP, CLASS IV	112	LF	400-	44800-
177	D-701-5.1e	30-INCH RCP, CLASS IV	457	LF	450-	205650-
178	D-701-5.1f	12-INCH DUCTILE IRON STORM DRAIN	57	LF	550-	31350-
179	D-750-5.1	12-INCH TRENCH DRAIN	480	LF	680-	326400-
180	D-751-5.1b	MANHOLE 4'x4' (AIRCRAFT RATED)	4	EA	40000-	160000-
181	D-751-5.1c	MANHOLE 5.25'x5.25' (AIRCRAFT RATED) WITH WEIR WALL	1	EA	45000-	45000-
182	D-751-5.1f	18-INCH CONCRETE COLLAR	2	EA	2000-	4000-
183	D-751-5.1e	ANTI-SEEP COLLAR	3	EA	4000-	12000-

**BID SCHEDULE B
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 2)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
184	P-156-8.1	CEMENT TREATED SOIL SUB-GRADE COURSE, 18"	2515	SY	18.50	46527.50
185	P-220-6.1	CEMENT TREATED SOIL BASE COURSE, 12"	2844	SY	20-	56880-
186	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 4" THICK	265	CY	165-	43725-
187	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 6" THICK	420	CY	165-	69300-
188	P-401-8.1a	ASPHALT SURFACE COURSE, GRADATION 2, 4" THICK	585	TON	160-	93600-
189	P-401-8.1c	ASPHALT BASE COURSE, GRADATION 2, 5" THICK	731	TON	160-	116960-
190	P-501-8.1a	CONCRETE PAVEMENT, 14" THICK (CARBON DIOXIDE TREATED)	930	CY	450-	418500-
191	P-501-8.1b	CONCRETE PAVEMENT, 15.5" THICK (CARBON DIOXIDE TREATED)	1225	CY	505-	618625-
192	P-501-8.1c	CONCRETE PAVEMENT, 9" THICK (CARBON DIOXIDE TREATED)	2	CY	415-	830-
193	P-602-5.1	EMULSIFIED ASPHALT PRIME COAT	755	GAL	5.50	4152.50
194	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	126	GAL	4.50	567-
195	P-620-5.1	MARKING	2180	SF	5-	10900-
196	P-620-5.2	OBLITERATE EXISTING PAVEMENT MARKING	800	SF	9-	7200-
197	334923-4.01	STORM DRAIN INFILTRATION BASIN	1	LS	1900000-	1900000-
198	260519-5	RTR Cable - 50 Pair	625	LF	6-	3750-
199	L-110-7	Concrete Encased, FAA Electrical Ductbank, 2-Way 4-Inch Ductbank in New Asphalt or New Concrete	473	LF	108-	51084-
200	L-111-1	Concrete Encased, FAA Electrical Ductbank, 2-Way 4-Inch Horizontal Drilled Directional Bore	126.5	LF	328-	41492-
201	L-115-3	4' x 4' x 4' Aircraft Rated Handhole	1	EA	25700-	25700-
202	P-651	UNSUITABLE SOIL MITIGATION (ENVIRONMENTAL)	1035	CY	321-	332235-
PHASE D						
203	C-102-5c	INSTALLATION AND REMOVAL OF STORM DRAIN INLET PROTECTION (DRAIN INSERT)	1	EA	600-	600-
204	P-101-5.1	AC PAVEMENT REMOVAL	3197	SY	9-	28773-
205	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 8" THICK	735	CY	150-	110250-
206	P-609-5.1	CHIP SEAL COAT APPLICATION	3300	SY	20-	66000-
207	P-626-6.1	SLURRY SEAL	27	TON	1220-	32940-
208	P-620-5.1	MARKING	2200	SF	8-	17600-
209	L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Airfield Lighting Cable	4062.5	LF	4-	16250-
210	L-108-2	1-1/C No. 6 AWG, 600V Ground Wire for Airfield Lighting Circuits	2031.5	LF	3-	6094.50

**BID SCHEDULE B
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 2)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
211	L-110-2	Concrete Encased, Electrical Conduit, 1-Way 2-inch Conduit, in Existing Asphalt	935	LF	104-	97240-
212	L-125-2	L-867B Base Can in Existing Asphalt	6	EA	3300-	19800-
213	L-125-3	New L-861T Elevated Taxiway Edge Light & Transformer	6	EA	600-	3600-
PHASE E						
214	C-102-5c	INSTALLATION AND REMOVAL OF STORM DRAIN INLET PROTECTION (DRAIN INSERT)	2	EA	1800-	3600-
215	P-101-5.1	AC PAVEMENT REMOVAL	1619	SY	8-	12952-
216	D-701-5.1e	30-INCH RCP, CLASS IV	138	LF	1500-	207000-
217	P-152-4.1	UNCLASSIFIED EXCAVATION	356	CY	135-	48060-
218	P-156-8.1	CEMENT TREATED SOIL SUB-GRADE COURSE, 18"	855	SY	30-	25650-
219	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 6" THICK	145	CY	190-	27550-
220	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 8" THICK	140	CY	190-	26600-
221	P-401-8.1a	ASPHALT SURFACE COURSE, GRADATION 2, 4" THICK	200	TON	200-	40000-
222	P-401-8.1b	ASPHALT SURFACE COURSE, GRADATION 2, 2" THICK	190	TON	200-	38000-
223	P-401-8.1c	ASPHALT BASE COURSE, GRADATION 2, 5" THICK	250	TON	200-	50000-
224	P-403-8.1	ASPHALT SURFACE COURSE, GRADATION 2, 4" THICK	146	TON	200-	29200-
225	P-602-5.1	EMULSIFIED ASPHALT PRIME COAT	225	GAL	5.46	125-
226	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	245	GAL	4.50	1102.50
227	P-620-5.1	MARKING	5370	SF	5-	26850-
228	P-620-5.2	OBLITERATE EXISTING PAVEMENT MARKING	4900	SF	5-	24500-
229	P-101-5.1	2" MILL & OVERLAY	1625	SY	45-	73125-
230	L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Airfield Lighting Cable	1937.5	LF	4-	7750-
231	L-108-2	1-1/C No. 6 AWG, 600V Ground Wire for Airfield Lighting Circuits	906.25	LF	3-	2718.75
232	L-110-1	Concrete Encased, Electrical Conduit, 1-Way 2-inch Conduit, in New Asphalt	330	LF	48-	15840-
233	L-115-1	Ground Power Service Frame and Foundation	3	EA	11000-	33000-
234	L-115-3	4' x 4' x 4' Aircraft Rated Handhole	1	EA	25700-	25700-
235	L-125-1	L-867B Base Can in New Asphalt	10	EA	3100-	31000-
236	L-125-2	L-867B Base Can in Existing Asphalt	6	EA	3300-	19800-

**BID SCHEDULE B
(COMMERCIAL APRON CONSTRUCTION GRANT YEAR 2)**

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
237	L-125-3	New L-861T Elevated Taxiway Edge Light & Transformer	16	EA	600-	9600-
238	L-125-4	Remove and Reinstall Existing In-pavement Light on New L-868B Base Can	1	EA	835-	835-
239	L-125-5	Install New Sign on New Foundation (Any Module)	3	EA	10000-	30000-
PHASE F						
240	C-102-5b	INSTALLATION AND REMOVAL OF STORM DRAIN INLET PROTECTION (GRAVEL BAGS)	2	EA	600-	1200-
241	C-102-5d	INSTALLATION AND REMOVAL OF STABILIZED CONSTRUCTION ENTRANCE	2	EA	8000-	16000-
242	C-102-5e	INSTALLATION AND REMOVAL OF SILT FENCE	3675	LF	8-	29400-
243	C-102-5f	APPLICATION OF HYDROSEED	2.41	AC	4000-	9640-
244	C-102-5g	INSTALLATION OF EROSION CONTROL BLANKETS/MATS	2.41	AC	26000-	62660-
245	D-751-5.1g	ADJUST EXISTING MANHOLE TO GRADE	1	EA	5000-	5000-
246	P-101-5.1	AC PAVEMENT REMOVAL	6970	SF	1-	6970-
247	P-101-5.4	PLACEMENT OF ASPHALT MILLINGS	72615	SF	.80	58092-
248	P-101-5.5	VSR AC PAVEMENT REPAIRS	53000	SY	20-	1060000-
249	D-754-5.1b	BROW DITCH	1873	LF	35-	65555-
250	D-754-5.1d	CONCRETE SPILLWAY	85	LF	265-	22525-
251	D-754-5.2	RIP RAP ENERGY DISSIPATOR	10	CY	900-	9000-
252	F-162-5.3	REMOVAL OF EXISTING FENCE	637	LF	10-	6370-
253	02 41 16	EXISTING BUILDING REMOVAL	1	LS	5000-	5000-

Bid Schedule B Total – (Items 130 to 253)

Seventeen Million Two Hundred Forty Thousand One Hundred Sixty Nine Dollars and Eighty Three Cents
(In Words) Dollars

17240169.83 (In Numbers) Dollars

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Amendment to the Professional Services Agreement with C&S Engineers Inc. to Provide Design Support Services for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase B2 Commercial Apron Construction Observations

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

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

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

April 21, 2021, the Board adopted Resolution No. 1798 Authorizing a Professional Services Agreement with C&S Engineers (Companies) Inc. (C&S) for Safety Enhancement Program Phase B1 – Commercial Apron Design. The initial phase of the contract authorization was specific to the Design of the Commercial Apron.

SCOPE OF WORK. This Amendment to the Agreement is to provide design support and environmental monitoring services during construction for the Commercial Apron project. Once construction is complete, C&S will produce record drawings and assist the Airport with the grant closeout process. All tasks are identified in the attached Scope of Work for Design Support Services for the Commercial Apron Construction Project dated March 28, 2023.

This Contract Amendment is a not-to-exceed cost of \$715,975.00.

Tartaglia Engineering completed the Independent Fee Estimate (IFE) which was over the C&S Engineering's Fee by \$47,450.00 (7%). The final fee proposal by C&S is considered reasonable as reviewed by the IFE and outlined in FAA Advisory Circular 150/5100-14E Change 1 to ensure the fees are fair and reasonable.

BUDGET EFFECT. This program management cost is included in the FAA federal funding request through the AIP Commercial Apron Construction grant application.

SOURCE OF FUNDS. The AIP grant agreement provides a 90.66% (\$649,102.00) AIP share of the Design Support Services costs and a 9.34% (\$66,873.00) District share (Passenger Facility Charges).

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

SCHEDULE. The Construction Notice to Proceed is anticipated to be issued on approximately September 20, 2023.

RECOMMENDATION. Approve the Amendment to the Professional Services Agreement with C&S Engineers Inc. Design Support Services for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase B2 Commercial Apron Construction Observations

ATTACHMENTS.

C&S Engineers Inc. Contract Amendment
C&S Engineers Inc. Scope of Work

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&S ENGINEERS INC. TO PROVIDE DESIGN SUPPORT SERVICES FOR THE SAFETY ENHANCEMENT PROGRAM (SEP) TAXIWAY A RELOCATION – PHASE B2 COMMERCIAL APRON CONSTRUCTION

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

April 21, 2021, the Board adopted Resolution No. 1798 Authorizing a Professional Services Agreement with C&S Engineers (Companies) Inc. (C&S) for Safety Enhancement Program Phase B1 – Commercial Apron Design.

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

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

This Amendment dated June 21, 2023 is to the existing Agreement between the Monterey Peninsula Airport District (“District”) and C&S Companies Inc. for Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase B2 Commercial Apron Construction.

The work and services to be performed by C&S under the proposed Amendment to the Agreement is consistent with, and covered by, the Final EIR for the Airport Master Plan Project.

In consideration of terms and conditions herein, District and C&S agree that the Professional Services Agreement shall be amended as follows:

Contract Amendment to provide Construction Design Support Services

C&S will provide design support and environmental monitoring services during construction for the Commercial Apron project. Once construction is complete, C&S will produce record drawings and assist the Airport with the grant closeout process. All tasks are identified in the attached Scope of Work for Design Support Services for the Commercial Apron Construction Project dated March 28, 2023.

The scope of the proposed contract amendment for Construction Design Support Services in a not-to-exceed cost of \$715,974.40.

MONTEREY PENINSULA
AIRPORT DISTRICT

C&S ENGINEERS, INC.

Michael La Pier, AAE
Executive Director

Lance McIntosh, PE
Service Group Manager
Western Pacific Aviation
C&S Companies, Inc.



Monterey
Regional Airport

DESIGN SUPPORT SERVICES FOR THE COMMERCIAL APRON CONSTRUCTION PROJECT

March 28, 2023

C&S Engineers, Inc.
8950 Cal Center Drive
Suite 102
Sacramento, CA 95826
www.cscos.com



SCOPE OF WORK

MONTEREY REGIONAL AIRPORT SAFETY ENHANCEMENT PROGRAM (SEP) TAXIWAY A RELOCATION – PHASE B2 COMMERCIAL APRON CONSTRUCTION

Project Description:

C&S will provide design support and environmental monitoring services during construction for the New Commercial Apron project (the “Project”). Once construction is complete, C&S will produce record drawings and assist the District with the grant closeout process. The project will have a construction duration of 651 calendar days. C&S’s cost proposal is based on the number of actual working days allotted to the Contractor in the construction contract (440 days) and the hours outlined in Attachment 1, *Assumptions*. Any additional work requested by the District beyond the hours proposed in Attachment 1 shall be mutually agreed upon with the District and approved through a contract amendment. This work, and the construction contract administration and inspection required to complete it, are considered grant eligible.

Services to be provided by the Consultant shall include civil engineering design support and environmental monitoring services, as applicable, required to accomplish the following items (“Basic Services”):

DESIGN SUPPORT PHASE

The Design Support Phase shall consist of the following services:

1. Provide consultation and advice to the District during construction, including attendance of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. In-person attendance at the weekly construction coordination meeting will occur monthly and the remaining weeks attendance will be virtual. Minutes of all meetings shall be prepared by others.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, RFI’s, product data, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the District of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the District in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the District and Program Manager Representative of these.
6. Furnish the District one digital copy in AutoCad and PDF format of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector and Contractor-provided information.
7. Attend pre-final and final inspections of the completed Project with the District’s airport personnel, the FAA and the Contractor.

ENVIRONMENTAL COMPLIANCE MONITORING PHASE

TASK 1. Project Management and Coordination

SWCA will provide project management and oversight of SWCA’s project-related activities, including scheduling, coordinating field surveys, communicating with C&S Companies, the Monterey Peninsula Airport District (MPAD) and their contractors, attending meetings as requested, participating in/hosting status update calls, and providing Quality Assurance/Quality Control (QA/QC) of all deliverables. The SWCA Project Manager and a biological monitor will be available to attend one project kick-off meeting and one mid-project meeting on-site. In addition to the two on-site meetings, SWCA will be available for periodic conference calls throughout the project duration. The federal biological opinion for the Airfield Safety Enhancement Project for Taxiway “A”

Relocation of General Aviation Facilities, Passenger Terminal, and Other Facilities Project (Safety Enhancement Project) requires certain activities to be conducted by a U.S. Fish and Wildlife Service (USFWS)-approved biologist. Under this task, SWCA will coordinate with the USFWS to get key project staff approved for work on the project.

TASK 2. Worker Environmental Awareness Program

Prior to the start of fence installation, vegetation removal, and construction activities, SWCA biologists will conduct a Worker Environmental Awareness Program (WEAP) with construction personnel. The WEAP will include discussions of the sensitive communities and special-status species that occur in and adjacent to the project area. These discussions will address the species' habitats, general provisions and protections afforded by the federal Endangered Species Act (FESA) and California Environmental Quality Act (CEQA), measures implemented to protect special-status species, review of the project boundaries and conditions, the monitor's role in project activities, lines of communications, and procedures to be implemented in the event a special-status species is observed in the work area. The proposed budget assumes that the first WEAP will be conducted during the project kick-off meeting (Task 1) and additional trainings will be conducted during project implementation and monitoring.

TASK 3. Nesting Bird and Reptile Surveys

Within 30 days prior to the start of initial project-related disturbances, SWCA biologists will utilize hand search and/or cover board methods to locate, capture, and relocate California legless lizard and other wildlife species. Species captured will be relocated in the appropriate habitat outside of the proposed disturbance area. If initial vegetation clearing or other disturbances are conducted during the nesting bird season, a biologist will conduct nesting bird surveys. If nesting birds are observed, the nest site will be flagged, and an appropriate buffer would be demarcated. Disturbances to the buffer area would need to be delayed until the nesting activity ceased. If nesting birds are identified in the project area, SWCA may need to coordinate work activities with California Department of Fish and Wildlife (CDFW). The CDFW may require additional monitoring to be conducted if work is ongoing in the vicinity of active nests. The budget for this task does not include active nest monitoring.

TASK 4. VEGETATION REMOVAL AND ONGOING PROJECT MONITORING

Prior to the tree and shrub removal, a fencing contractor will install construction exclusion fencing at the project limits boundary. An SWCA monitor will oversee and direct the placement of the project delineation fencing. The monitor will ensure that the fence is placed so disturbances to sensitive communities and species are minimized, and document compliance with the project mitigation measures. SWCA will not be responsible for furnishing the fence materials or the labor for installing the fence. To meet the survey and monitoring goals of the mitigation, full-time monitoring will be conducted during the initial ground-clearing activities. It is assumed that site clearing will be accomplished in the first week (40 work hours) of construction activities. During this time, the biologist will attempt to capture and relocate wildlife present in the work area during the vegetation removal, ensure adjacent sensitive habitats are avoided, and document project compliance with the environmental documents. Once the site is completely cleared of habitat and all protective fencing is in-place, SWCA's biologist will reduce monitoring efforts to monthly site visits. During the monthly site visits, the monitor will inspect the site to ensure encroachment to sensitive habitats has not occurred, map any encroachments if it occurs, work with the contractors to facilitate project compliance with the project measures, and photo document the project progress. SWCA assumes a 24-month construction period for ongoing project monitoring.

TASK 5. REPORTING

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

TASK 6. YADON'S PIPERIA TRANSLOCATION

Pursuant to the USFWS Biological Opinion (BO) and the MPAD's Environmental Impact Report for the project, SWCA will implement the Yadon's piperia translocation plan, as approved by the USFWS. Under this task, SWCA's biologists will utilize hand tools and seining screens to locate dormant Yadon's piperia tubers in project work area A1. SWCA's biologists will relocate the tubers to the previously identified translocation receiver sites located on the airport property. Vegetative debris that accumulates as part of the translocation efforts will be hauled to the northside of the airport and dumped in the existing staging area. Off-site hauling and dumping fees are not included. Excavated soil will be left on-site. The proposed budget for this task includes monitoring the translocated tubers for two years following the translocation efforts. Additional post translocation monitoring beyond the two-year period of performance may require an amended scope of work and budget.

ASSUMPTIONS

- The scope of work assumes a 24-month period of performance. If the project schedule extends beyond 24 months, the proposed budget may need to be augmented to account for the extended performance period.
- One project kick-off meeting and one mid-project meeting may be attended on-site. All other meetings will be conducted via conference calls or other remote meeting methods.
- The initial WEAP will occur during the project kick-off meeting and additional WEAPs will be provided on-site during regularly scheduled monitoring visits.
- SWCA will not furnish project exclusion fence materials or the labor for installing the fence.
- This scope of work and associated costs does not include active nest site monitoring beyond the first week of construction. If an active nest is observed adjacent to the work area and CDFW requires additional nest site monitoring, SWCA may request additional budget to conduct the monitoring.
- This scope of work and budget provides for one week of full-time vegetation clearance monitoring. If vegetation clearance monitoring is required for more than one week and the activities can't be timed to occur during a regularly scheduled site monitoring visit, SWCA may request additional budget.
- All reports will be provided in digital format.
- The project's environmental authorizations include species and habitat specific compensatory mitigation including special-status species and habitat restoration activities in Conservation Area 4. This proposed scope of work does not include the Conservation Area 4 compensatory mitigation activities including:
 - Seed collection and distribution
 - Plant propagation
 - Conservation Area 4 maintenance or monitoring activities.
 - Off-site mitigation planning
 - Compensatory mitigation reporting

END OF SCHEDULE

ATTACHMENT 1

MAJOR ASSUMPTIONS:

The allotted Contract Time is 440 working days (88 weeks).

	Hours	Expenses
Project Manager		
Pre-Construction Meeting (In Person)	8	\$700.00
Submittal Review: 88 weeks *4 hours per week	352	
RFI Review and Response: 88 weeks *6 hours per week	528	
Weekly Construction Meeting (Virtual): 66 weeks *2 hours per meeting	132	
Weekly Construction Meeting (In-Person): 22 weeks *8 hours per trip	176	\$15,400.00
Material Testing Results Review: 88 weeks*1.5 hour per week	132	
Project Pre-Final Walkthrough	8	\$700.00
Project Final Walkthrough	8	\$700.00
Final As-Builts	40	
TOTAL	1384	\$17,500.00
Service Group Manager (Time Split between Weekly Meetings and RFI)		
Pre-Construction Meeting (In Person)	8	\$700.00
RFI Review and Response: 88 Weeks *2 hour per week	176	
Weekly Construction Meeting (Virtual): 88 Weeks *2 hour per week	176	
Contractor Issue Resolution	80	
Project Final Walkthrough	8	\$700.00
TOTAL	448	\$1,400.00
Project Engineer		
RFI Plan Revisions: 88 weeks *8 hours per week	704	
Final As-Builts	120	
TOTAL	824	\$0.00
Services Provided by Others (Environmental Monitoring Consultant)		
Project Management and Coordination		\$10,285.20
Worker Environmental Awareness Program		\$1,722.50
Nesting Bird and Reptile Surveys		\$11,667.77
Vegetation Removal and On-going Monitoring		\$41,870.98
Reporting		\$4,884.00
Yadon's Piperia Translocation		\$35,631.95
TOTAL		\$106,062.40

**C&S ENGINEERS, INC.
CONSTRUCTION PHASE
WORK HOUR SUMMARY**

PROJECT: Safety Enhancement Program (SEP) - Phase B2 Commercial Apron
 SERVICES: Design Support and Environmental Monitoring
 CLIENT: Monterey Peninsula Airport District
 CLIENT MGR: Lance McIntosh

Date: 3/28/23
 Service Group Mgr: LANCE McINTOSH
 Facility Manager: LANCE McINTOSH
 Project Manager: CHRIS CALATRELLO
 Project Number: Q75.TBD

CONT NO.	PHASE NO.		PROJECT ENGINEER	PROJECT MANAGER	SERVICE GROUP MANAGER	DIRECT COSTS	SERVICES BY OTHERS (LABOR)	TOTALS	TOTAL HOURS PER TASK
		RATE	\$174.00	\$226.00	\$301.00				
		TASK							
	402	PRE-CONSTRUCTION CONFERENCE		8	8	\$1,400.00		\$5,616.00	16
	403	DESIGN SUPPORT							
		Submittal Review		352				\$79,552.00	352
		RFI Response	704	528	176			\$294,800.00	1408
		Weekly Construction Meetings		308	176	\$15,400.00		\$137,984.00	484
		Review Material Testing Results		132				\$29,832.00	132
		Contractor Issue Resolution			80			\$24,080.00	80
		Project Pre-Final Walkthrough		8		\$700.00		\$2,508.00	8
	404	FINAL WALKTHROUGH		8	8	\$1,400.00		\$5,616.00	16
	405	AS-BUILT/RECORD DRAWINGS	120	40				\$29,920.00	160
	407	ENVIRONMENTAL MONITORING (SWCA)							
		Project Management and Coordination					\$10,285.20	\$10,285.20	
		Worker Environmental Awareness Program				\$57.50	\$1,665.00	\$1,722.50	
		Nesting Bird and Reptile Surveys				\$1,739.77	\$9,928.00	\$11,667.77	
		Vegetation Removal and On-going Monitoring				\$2,254.98	\$39,616.00	\$41,870.98	
		Reporting					\$4,884.00	\$4,884.00	
		Yadon's Piperia Translocation				\$3,919.95	\$31,712.00	\$35,631.95	
SUBTOTAL			824	1384	448		SUBTOTAL	\$715,970.40	



CONSTRUCTION ADMINISTRATION SERVICES COST SUMMARY

PROJECT NAME: Safety Enhancement Program (SEP) - Phase B2 Commercial Apron
 PROJ DESCRIPTION: Construction of new aircraft parking apron
 CLIENT: Monterey Peninsula Airport District
 CLIENT MANAGER: Lance McIntosh

DATE: 28-Mar-23
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: Q75.TBD
 C&S CONTACT: Lance McIntosh

I. C&S ESTIMATE OF DIRECT SALARY COSTS:

	TITLE	BILLING RATE OF PAY (\$/HR)	@	ESTIMATED HOURS		ESTIMATED COST
A	PROJECT MANAGER	\$226.00	X	1384	=	\$312,784.00
B	PROJECT ENGINEER	\$174.00	X	824	=	\$143,376.00
C	SERVICE GROUP MANAGER	\$301.00	X	448		\$134,848.00
				2656	SALARY COST:	\$591,008.00

II. C&S DIRECT EXPENSES

\$18,900.00

III. SERVICES PROVIDED BY OTHERS (ENVIRONMENTAL MONITORING SUB-CONSULTANT):

	TASK					ESTIMATED COST
A	Project Management and Coordination					\$10,285.20
B	Worker Environmental Awareness Program					\$1,722.50
C	Nesting Bird and Reptile Surveys					\$11,667.77
D	Vegetation Removal and On-going Monitoring					\$41,870.98
E	Reporting					\$4,884.00
F	Yadon's Piperia Translocation					\$35,631.95
TOTAL ESTIMATED DIRECT SALARY COST:						\$106,062.40

IV. TOTALS:

A.	GRANT ELIGIBLE:		\$715,970.40
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TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management Services in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase B2 Commercial Apron Construction Observations

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

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

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

September 11, 2019, the Board adopted Resolution No. 1761 Authorizing a Professional Services Agreement with Kimley-Horn and Associates, Inc. (KHA) to Provide Project Management Services Related to the Development of ACIP Projects.

Based upon review of the experience and qualification data received, and background information obtained, KHA was determined to be the most suited engineering firm to provide Program Management (PM) and support services as it relates to the Airport Master Plan Short Term Improvement Projects.

The initial phase of the contract authorization was specific to the management of aviation engineering for design and project support of the ACIP cost estimates.

It was anticipated that there would be additional agreements based on subsequent Scope of Work associated with this Program Management of the overall SEP.

SCOPE OF WORK. This Amendment to the Agreement is related to the Program Management for Engineering oversight of the Commercial Apron Construction Observation.

The objective of Phase 6 is to provide PM Services encompassing the following:

Task 6.1 Project Management: This task is for project and contract management, client coordination and communications.

Task 6.2 On-Site Construction Observation and Representation: This task is for on-site construction observation services including on-site daily observations.

This Contract Amendment of the Project Management for the ARFF Construction Observation Phase 4.3 Services is a not-to-exceed cost of \$2,469,155.00.

An Independent Fee Estimate (IFE) was completed by Tartaglia Engineering and that estimate was over the KHA Fee by \$34,415.00 (1%). The final fee proposal by KHA is considered reasonable as reviewed by the IFE and outlined in FAA Advisory Circular 150/5100-14E Change 1 to ensure the fees are fair and reasonable.

BUDGET EFFECT. This program management cost is included in the FAA federal funding request through the AIP Commercial Apron Construction grant application. A grant award is anticipated in the near future.

SOURCE OF FUNDS. The AIP grant agreement provides a 90.66% (\$2,238,536.00) AIP share of the Program Management costs and a 9.34% (\$230,619.00) District share (Passenger Facility Charges).

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

SCHEDULE. The Construction Notice to Proceed is anticipated to be issued on approximately September 20, 2023.

RECOMMENDATION. Approve the Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management Services in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase B2 Commercial Apron Construction Observations

ATTACHMENTS.

Kimley-Horn and Associates, Inc. Contract Amendment
Kimley-Horn and Associates, Inc. Scope of Work

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROJECT MANAGEMENT IN SUPPORT OF THE SAFETY ENHANCEMENT PROGRAM (SEP) TAXIWAY A RELOCATION – PHASE B2 COMMERCIAL APRON CONSTRUCTION

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

September 11, 2019, the BOD adopted Resolution No. 1761 Authorizing a Professional Services Agreement with Kimley-Horn and Associates, Inc. (KHA) to Provide Project Management Services Related to the Development of Airport Capital Improvement Projects.

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

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

This Amendment dated June 21, 2023 is to the Agreement between the Monterey Peninsula Airport District (“District”) and Kimley-Horn and Associates, Inc. for Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase B2 Commercial Apron Construction.

The work and services to be performed by KHA under the proposed Amendment to the Agreement is consistent with, and covered by, the Final EIR for the Airport Master Plan Project.

In consideration of terms and conditions herein, District and KHA agree that the Professional Services Agreement shall be amended as follows:

Contract Amendment to provide Construction Management Services

The primary goal of Project Management (PM) and support services is to ensure projects related to the Airport Master Plan Short Term Program are successfully executed within schedule and budget while maintaining high quality and safety standards.

The objective of Phase 6 is to provide PM Services encompassing planning support, design management, project controls, administration and compliance monitoring of funds and related professional services for these identified projects. Kimley-Horn will manage the construction compliance activities for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase B2 Commercial Apron Construction. All tasks are identified as Phase 6 Program Management Construction Observation Services.

The scope of the proposed contract amendment for Phase 6 Services is a not-to-exceed cost of \$2,469,155.00.

MONTEREY PENINSULA
AIRPORT DISTRICT

KIMLEY-HORN AND ASSOCIATES, INC.

Michael La Pier, AAE
Executive Director

Pearse Melvin, PE
Principal-In-Charge
Kimley-Horn and Associates, Inc.

Attachment:

Phase 6 Program Management Construction Observation Services Scope of Work

Monterey Regional Airport

PROGRAM MANAGEMENT ADVISORY SERVICES

Phase 6

Program Management Construction Observation Services

for the

Commercial Apron Project

December 30, 2022

1. OVERVIEW:

Monterey Peninsula Airport District (“District” or “Client”) is employing Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) as the Program Management Team to support the District in delivering multiple projects from the Safety Enhancement Program (SEP) for Taxiway ‘A’ Relocation within an overall program (hereafter “Program”) at the Monterey Regional Airport (“MRY” or “Airport”).

The Program Management Advisory Services are to provide the professional services needed to assist in providing support and consultation to the Airport as it implements the series of terminal improvement projects that comprise the Program.

This proposal is for Kimley-Horn in the Program Manager role, to provide the Program Management Construction Observation Services requested for the Commercial Apron Project.

2. PROJECT SUMMARY:

The proposed improvements include the construction of the new Terminal Apron—including the modifications to Taxiway ‘K’ and ‘J’—and the proposed improvements to the Terminal landside parking lot and access road improvements.

Bid Opening:	February 2023
NTP:	July 2023
Mobilization Time:	90 Calendar Days
Contract Time:	360 Calendar Days

Kimley-Horn will complete the scope of services in two (2) tasks as follows and as more specifically described in the Detailed Scope of Services.

Task 6.1 – Project Management This task is for project and contract management, client coordination and communications.

Task 6.2 – On-Site Construction Observation and Representation: construction observation services including on-site daily observations.

This task is for on-site

3. **DETAILED SCOPE OF SERVICES**

The Kimley-Horn team will provide Kimley-Horn shall provide the following services. Services are summarized for Kimley-Horn and our subconsultants.

Task 6.1 – Project Management

Under this Task, Kimley-Horn will complete the following:

6.1.1 Project Management and Administration

Under this Task, Kimley-Horn will develop and implement a client communication process that involves ongoing e-mail and phone calls for the duration of this task order.

Kimley-Horn will manage its contract processes, and its budgets including its scoping, subconsultant negotiations, invoicing and maintaining internal Kimley-Horn project controls related to its staffing, schedules, and budgets.

Kimley-Horn will participate in up to one (1) Client meeting per month in Monterey to discuss project progress, issues, status and to ask and answer questions.

6.1.2 Project Meetings

6.1.2.1 Preconstruction Meeting:

Kimley-Horn will participate in a Pre-Construction Conference prior to commencement of Work at the Site. At the Pre-Construction Conference the design engineer-of-record (EOR) in consultation with the District, will review with the Contractor the general requirements for the scope of construction work. Kimley-Horn assumes that all of the effort in this subtask will be accomplished during a one (1) day trip to MRY. Under this subtask Kimley-Horn will provide an agenda and minutes for the Pre-Construction Conference.

Kimley-Horn will work with the Client to schedule and participate in a meeting at MRY to discuss the project, objectives, approach, and schedule. At the same visit to MRY, Kimley-Horn will conduct a site walk to observe field conditions prior to the start of construction.

6.1.2.2 Project Progress Meetings:

Kimley-Horn will participate conduct weekly or bi-weekly project construction progress meetings at the site. Under this subtask Kimley-Horn will provide an agenda and minutes for the progress meetings. The Contractor, Subcontractor(s) and the EOR will participate in person and/or via conference call. Under this subtask Kimley-Horn will provide agenda and minutes for the progress meetings.

Kimley-Horn will work with the Client to schedule and participate in a meeting at MRY to discuss the project, objectives, approach, and schedule.

Task 6.2 – On-Site Construction Observation and Representation:

Kimley-Horn will provide on-site construction observation services during the construction activities as follows:

- a) Establish and maintain correspondence and project files.
- b) Observe and document Contractor's general conformance to the schedule and contract documents.
- c) Prepare Daily Observation Reports - Kimley-Horn will maintain a daily log of the construction activities.
- d) Review Weekly Reports for submittal to the FAA - Kimley-Horn will prepare and submit weekly construction observation reports using the FAA's standard form. These reports will focus on the status of the project as observed by Kimley-Horn as well as any testing provided by the Contractor's Quality Control (QC) and the Quality Assurance (QA) geotechnical subconsultant.
- e) Submit observed noncompliance or deficiency reports based on general observations by Kimley-Horn or test results provided by the Contractor's QC or the QA geotechnical consultants. These reports will document noncompliance with the approved plans and may require the EOR to provide information on such noncompliance to Kimley-Horn. The Client agrees to ensure the EOR will cooperate accordingly.
- f) Review QA tests at the frequency stated in the specifications.
- g) Review the Contractor's Quality Control Program (QCP) and the Contractor's on-going quality control material testing program results for compliance with the Contract Documents and FAA standards.
- h) Maintain copies of acceptance test reports on site.
- i) Maintain a daily log book, and the contents of a log book may include:
 - Weather conditions and temperature.
 - Work in progress and location.
 - Equipment in use - types and numbers.
 - Size of work force including supervision.
 - Materials delivered.
 - Instructions to the Contractor from the District.
 - Principal visitors
- j) Quality Assurance Testing and Reporting:

Kimley-Horn's geotechnical subconsultant(s) will perform the QA testing, reporting and associated construction inspection services during the project utilizing a fully equipped testing laboratory provided by the Contractor, as required by the Contract Documents. Kimley-Horn's geotechnical subconsultant(s) will also be available on an "as needed" basis during the construction period if their presence is requested or additional testing is reasonably required by Kimley-Horn or the District. Daily reports will be prepared for each day on-site. Test results will be transmitted to The Kimley-Horn Team for subsequent transmission to the contractor, and a summary construction observation report incorporating QA test results will be prepared after construction is complete.

- k) Recommendations with Respect to Defective Work - Kimley-Horn will recommend to the District that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of EOR observations and/or testing results, Kimley-Horn believes that such work will not produce a completed project that conforms generally to the Contract Documents.
- l) Applications for Payment. Based on observations, input from the EOR and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will review the amounts submitted for progress payments. By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations of Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- m) Certified Payrolls. Kimley-Horn will employ the services of a Subconsultant for review of the contractor's and subcontractor's certified payroll submittals for compliance with the Federal and State criteria.

6.2.1 Project Closeout:

6.2.1.1 Substantial Completion:

Kimley-Horn will, after notice from the Contractor that it considers the entire Work ready for its intended use, in company with the District, the EOR and the Contractor, participate in a site visit lead by the District, who will determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the District, the EOR considers the Work substantially complete, Kimley-Horn will notify the District.

6.2.1.2 Final Notice of Acceptability of the Work:

The EOR, with Kimley-Horn participating in the visit, will conduct a final site visit to determine if the completed Work is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend to the District, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice from the EOR that the Work is generally in accordance with the Contract Documents.

Deliverables

- 1. FAA daily, and weekly reports.

Assumptions, Clarifications and Exclusions

- 1. Assumes that all work under this scope of services will be complete no later than September 30, 2024.

2. Up to 60 weeks of construction services.
3. Up to 5 weeks of post construction services.
4. Assumes 60 weeks from NTP to the Contractor until the notice of substantial completion.
5. SWPPP: All SWPPP submittal related effort, including, but not limited to development and submitting the SWPPP documents, obtaining approvals and the Notice-of-Intent, SWPPP monitoring and reporting, and submitting for and obtaining the Notice-of-Termination will be the responsibility of the Contractor provided QSD and QSP.
6. Part 77 Analysis: Part 77 Surface analysis including development and submittals of 7460 for construction will be the responsibility of the Contractor.
7. Construction Phasing: Construction phasing and temporary construction to support means and methods of construction are the responsibility of Contractor and not included within this scope.
8. Any modifications of these assumptions will require a modification to the consultant contract including schedule and fee.
9. Any other services except as detailed within this scope of services are not included in this Agreement.
10. The EOR will be responsible for the contractor's submittal and material reviews / responding to Contractor RFI's / record drawings (As-Builts) / and bidding services.
11. The contractor will be responsible for project all staking and surveying.
12. Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of the EOR, any Contractor, or of any of their Subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.
13. Observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Based on information obtained during such visits and such observations, Kimley-Horn will keep the Client informed of the general progress of the Work.

The purpose of Kimley-Horn's observations will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of the design EOR, any Contractor nor assumes responsibility for

any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Additional Services:

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

Special Considerations

Standards: formatting standards for drawings, documents and reports will be defined by Kimley-Horn using Microsoft Word® software for word processing, and Microsoft Excel® software for quantities and estimating purposes. Work by Kimley-Horn will conform to or be compatible with these conventions.

Owner's Responsibilities

1. Provide copies of all existing pertinent contract documents/records/reports/studies in its possession.
2. Provide consultant access to the project.
3. Participate in meetings and planning activities.
4. Perform additional responsibilities as detailed in contract terms and conditions.
5. Kimley-Horn shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the Contractor' QC and District.

Schedule

Kimley-Horn understands that services provided under this scope of services will commence prior to the Notice-to-Proceed issued to the Contractor which is anticipated to be July 2023 and construction work will be substantially complete within 60 weeks of the Notice-to-Proceed. It is anticipated the services will be performed between July 2023 and December 2024.

Terms of Compensation

Kimley-Horn will perform the Services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the below rate schedule.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Based on current information, Kimley-Horn estimates that the fees will be approximately \$2,469,155. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Rate Schedule

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

(1) Beginning on June 30, 2024, and each year anniversary thereafter during the term of the professional services agreement, the Consultant will automatically increase the compensation Fee schedule under this agreement. The amount of the annual increase shall be determined by multiplying the compensation rate by the percentage change in the Consumer Price Index ** (“CPI”) for the preceding year or 5%, whichever is less.

In the event the above-mentioned index is discontinued prior to the expiration of this agreement, the Consultant shall immediately request the Bureau of Labor Statistics of the U.S. Department of Labor to supply a formula for the conversion of the above-mentioned index to a similar index then available; and, said formula shall thenceforth be the basis for the computation.

**U.S. Bureau of Labor Statistics, U.S. County Average, All Items Series A (1982-1984=100) “Urban Wage Earners and Clerical Workers.

Monterey Regional Airport
PROGRAM MANAGEMENT SERVICES
 Phase 6 - Program Management Construction Observation Services
 Commerical Apron Project
 Derivation of Fee



			<i>Labor</i>							<i>Expenses</i>			
Total \$2,469,155			Project Manager	Senior Professional I	Senior Professional II	Senior Technical Support	Technical Support	Clerical Admin.	Total Labor Hours	Labor Total	Subconsultant	Other	
Rates (w/Fee and Overhead)			\$325.00	\$310.00	\$275.00	\$270.00	\$215.00	\$110.00					
Scope Sections	Title/Task		Enter Labor Hours										
PROGRAM MANAGEMENT ADVISORY SERVICES													
Phase	6	Program Management - Terminal Apron Construction											
	6.1	Project Management											
		6.1.1	Project Management and Administration	175	80			100	355	\$ 92,675	\$ -	\$ 5,500	
		6.1.2	Project Meetings							\$ -	\$ -	\$ -	
			Pre-Construction Meeting	8	8		8	4	28	\$ 7,680	\$ -	\$ -	
			Weekly Meetings Total No. 60	60	10			90	160	\$ 32,500	\$ -	\$ -	
	6.2	Construction Observation											
		6.2.1	Construction Observation	60	80				140	\$ 44,300	\$ 311,200	\$ -	
			Assumed No. of Weeks 65				2925		2,925	\$ 789,750	\$ -	\$ 26,000	
			Assumed No. of Weeks 50		2250				2,250	\$ 618,750	\$ -	\$ 50,000	
			Assumed No. of Weeks 40				1800		1,800	\$ 387,000	\$ -	\$ 40,000	
		6.2.2	Project Closeout	40	80		80	40	240	\$ 63,800	\$ -	\$ -	
Project Totals				343	258	2250	3013	1800	234	8441	\$ 2,036,455	\$ 311,200	\$ 121,500
Percentage of Total				4%	3%	27%	36%	21%	3%		82%	13%	5%

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Resolution No. 1850, A Resolution Ratifying the Emergency Authorization and Allowing Expenditure of Funds for the Purchase of an EV Maintenance Truck

BACKGROUND. Staff discussed the need to replace a 2003 Ford Ranger that is currently experiencing transmission issues at the May Budget Workshop.

Staff had anticipated that the truck would remain usable until the FY24 Capital Improvement Program (CIP) budget was adopted. Unfortunately, the transmission has failed on that vehicle, and it is no longer usable. The FY24 budget anticipated replacement of the gas-powered truck with an all-electric vehicle (EV).

Staff began to look at the timing for the EV truck for FY24 purchase. In preparing to apply with the Monterey Bay Air Resources District (MBARD) for a \$10,000 Clean Vehicle Program grant, the application required a dealership quote be included. In discussions with car dealerships, we are told that there is an 18-month lead time for the purchase of a new EV truck.

Because of the inoperability of the current truck, staff did further research and found a Ford F150 Lightning XLT EV through Car Max with only 5,000 miles on the vehicle. Since EV trucks are very difficult to locate and usually are not in the dealership for very long, the Executive Director approved an emergency authorization to expend funds to place a deposit of \$1,699 for that vehicle on June 9, 2023.

The total cost for the Ford F150 Lightning XLT EV is approximately \$73,750 including sales tax and fees. There will be an additional expense to install the airfield radio, a beacon, and a logo for a total project cost request of \$80,000.

Staff will investigate the potential opportunity through the California Clean Vehicle Rebate Project and MBARD Clean Vehicle Program but are not sure either will be available for this vehicle.

BUDGET EFFECT. The FY23 CIP budget includes:

- Project 2022-03 Vehicle Replacement of \$83,000. That project will be increased by \$80,000 for a total project budget of \$163,000.
- Project 2020-14 will be decreased by \$80,000 for a total project budget of \$270,000 with a total expense through FY23 of \$194,425.00.

With the combined changes to the two projects listed above there is no change to the total FY23 CIP budget.

SOURCE OF FUNDS. District funded capital acquisition.

IMPACT ON OPERATIONS. Currently the maintenance team is operating without one vehicle, which impacts the maintenance team's flexibility and response time for maintenance repairs.

RECOMMENDATION. Adopt Resolution No. 1850, A Resolution Ratifying the Emergency Authorization and Allowing Expenditure of Funds for the Purchase of an EV Maintenance Truck.

ATTACHMENTS. Resolution No. 1850

RESOLUTION NO. 1850

A RESOLUTION RATIFYING THE EMERGENCY AUTHORIZATION AND ALLOWING EXPENDITURE OF FUNDS FOR THE PURCHASE OF AN EV MAINTENANCE TRUCK

WHEREAS, the maintenance department 2003 Ford Ranger transmission has failed and the vehicle is no longer usable; and

WHEREAS, with the inoperability of the current truck, staff found a Ford F150 Lightning XLT EV through Car Max with only 5,000 miles that is available for purchase and EV trucks are very difficult to locate and usually are not in the dealership for very long, and

WHEREAS, the FY23 CIP budget Project 2022-03 Vehicle Replacement will be increased by \$80,000 for a total of \$163,000; and

WHEREAS, the FY23 Project 2020-14 will be decreased by \$80,000 for a total project budget of \$270,000; and

WHEREAS, with the combined changes to the two projects listed above there is no change to the total FY23 CIP budget; and

WHEREAS, the emergency authorization requires the approval of the Board of Directors of the Monterey Peninsula Airport District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: The Board of Directors of the Monterey Peninsula Airport District does hereby ratify, authorize, and approve the expenditure estimate of \$80,000 for the purchase of a Ford F150 Lightning XLT EV.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of June 2023 by the following roll call vote:

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

Signed this 21st day of June 2023

William Sabo, Chair Pro Tem

ATTEST

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

2023 Ford F150 Lightning XLT



\$66,998*

5K miles

Reserved at
CarMax Texas Stadium
(Irving), TX

Stock 24335645

VIN
1FTVW1EL7PWG06304

Electric

Motor

All Wheel Drive

Drive type

Automatic

Transmission

Silver/Gray

Color

None

Prior Use

2

Keys

Features

4WD/AWD

ABS Brakes

Air Conditioning

Alloy Wheels

Android Auto

Apple CarPlay

Automated Cruise Control

Automatic Highbeams

Automatic Transmission

Blind Spot Monitor

Bluetooth Technology

Daytime Running Lights

Driver Adjustable Lumbar

Front Seat Heaters

Lane Departure Warning

Navigation System

Overhead Airbags

Parking Sensors

Power Locks

Power Mirrors

Power Seat(s)

Power Windows

Rear Defroster

Rear View Camera

Running Boards

Satellite Radio Ready

Side Airbags

Sync System

Tow Hitch

WiFi Hotspot

Specifications

Motor	Electric	Drive Type	All Wheel Drive
Transmission	Automatic	Color Ext/Int	Silver/Gray
Prior Use	None	Keys	2

*Price excludes government fees and taxes, any finance charges, \$85 CarMax document processing charge (not required by law), any electronic filing charge, and any emission testing charge. Price assumes that final purchase will be made in the State of CA, unless vehicle is non-transferable. Vehicle subject to prior sale. Applicable transfer fees are due in advance of vehicle delivery and are separate from sales transactions. See store for written details. We make every effort to provide accurate information, but please verify before purchasing.

TO: Monterey Peninsula Airport District Board of Directors
Michael La Pier, A.A.E., Executive Director
FROM: Scott E. Huber, District Counsel
SUBJ: Update to MPAD Governance Manual

BACKGROUND. The Board may consider modifications to the Governance Manual, as requested by two Board members.

DISCUSSION. The Governance Manual was last updated in December 2022. Since that time, two Board Members have suggested modifications to the governance manual to increase efficiency of the Board Meetings. In particular, the requested modifications refer to the amount of time members of the public may speak during a Board Meeting, ensuring that backup material is included in Board Agendas to the maximum extent possible, limit the time of Board Meetings, written Committee and Liaison reports versus verbal reports by Board Members, and a memorialization of the agenda item action procedure outlined on the podium in the Board Room.

1. Amount of Time Members of the Public May Address the Board for Each Item

Currently, members of the public may address the Board for a total of 3 minutes per item. The Governance Manual provides under the heading “Conduct of Meetings” subsection 5(F), “Every agenda for regular meetings shall provide a time for members of the public to directly address the District on matters within the District’s jurisdiction that are not on the agenda. Each speaker shall be limited to three (3) minutes. Members of the Board may ask clarifying questions of the speaker, which shall not reduce the speaker’s time. Speakers may not transfer or assign their time to another person.”

For many items, there is little or no public comment. However, for some items, public comment can be quite extensive. In those instances, many members of the public avail themselves of the opportunity to provide written comments, which have no word or page limit. Many members of the public take the opportunity to do both: provide written comment and provide verbal comment during a Board Meeting.

Given the desire to streamline Board meetings and make them more efficient, the language in the Governance Manual could be amended to the following: “Every agenda for regular meetings shall provide a time for members of the public to directly address the District on matters within the District’s jurisdiction that are not on the agenda. Each speaker shall be limited to three (3) minutes, unless 15 or more members of the public wish to speak on that same agenda item, in such case the time shall be reduced to 90 seconds per person. Members of the Board may ask clarifying questions of the speaker, which shall not reduce the speaker’s time. Speakers may not transfer or assign their time to another person.” (underline text added.)

2. Ensure that Backup Material is Included in Board Agendas

Board Agendas are published for all meetings. The Governance Manual provides under the heading “Conduct of Meetings” subsection 8(A), “The agenda for all Board meetings shall be prepared by the Secretary with input from District departments and Board members. Matters to be placed on the agenda for a regular meeting must be received by the Secretary no later than noon on the Wednesday prior to Regular Meeting. Any item sought to be placed on the agenda, which item has not been previously approved by the Board must be approved by the Chair. Individual Directors, other than the Chair, must seek approval of the Chair or the Board to place an item on the agenda.”

The Board may consider the following modification to the above language: “The agenda for all Board meetings shall be prepared by the Secretary with input from District departments and Board members. Matters to be placed on the agenda for a regular meeting must be received by the Secretary no later than noon on the Wednesday prior to Regular Meeting. Any item sought to be placed on the agenda, which item has not been previously approved by the Board must be approved by the Chair. Individual Directors, other than the Chair, must seek approval of the Chair or the Board to place an item on the agenda. The published agenda should include sufficient backup material and/or documentation for Board Members to understand an item and to take action related thereto.” (underline text added.)

3. Time Limit for Board Meetings

Regularly scheduled Board Meetings begin at 9:00 a.m. on the third Wednesday of each month. There is currently no time limit for Board Meetings. The Board requested language be added to the Governance Manual that would set a time limit of 4 hours, with a potential one hour extension by motion of the Board. The Board will consider adding the following language to the Governance Manual at the heading “Conduct of Meetings” subsection 5(J), “All meetings of the Board of Directors shall last no more than four (4) hours. In the event that the Board believes a short extension will allow the consideration of all, or certain selected agenda items, the Board may, by motion, approve a single one hour extension of the meeting for a total of five hours. Any agenda items not considered at the Board Meeting shall be continued to the next regular Board Meeting unless a majority of the Board directs otherwise.” (underline text added.)

4. Committee and Liaison Reports in Writing.

Currently, committee and liaison reports are given verbally during the meeting following Action Items. The Governance Manual is silent regarding verbal or written updates to the board. The Governance Manual provides under the heading “Conduct of Meetings” subsection 10, “The Board may appoint such committees as it deems necessary to advise the Board. The qualifications of persons appointed to such committees shall be as prescribed by the Board. All such persons shall serve at the pleasure of the Board and may be removed at any time by a majority vote, unless state law prescribes a different method for creation or removal, in which case such procedure shall take precedence over these rules. Any member of the Board may be appointed or assigned by the Chair to a committee. In general, no Director should serve on more

than two (2) standing committees. The Chair's assignments shall be ratified by a majority vote of the Board and Directors may be removed from committee assignments by a majority vote of the Board."

The Board may consider the following modifications to "Conduct of Meetings" subsection 10, "The Board may appoint such committees as it deems necessary to advise the Board. The qualifications of persons appointed to such committees shall be as prescribed by the Board. All such persons shall serve at the pleasure of the Board and may be removed at any time by a majority vote, unless state law prescribes a different method for creation or removal, in which case such procedure shall take precedence over these rules. Any member of the Board may be appointed or assigned by the Chair to a committee. In general, no Director should serve on more than two (2) standing committees. The Chair's assignments shall be ratified by a majority vote of the Board and Directors may be removed from committee assignments by a majority vote of the Board. Regular updates from Board Members shall be provided in writing for inclusion in the Regular Board Agenda packet no later than noon on the Wednesday prior to the regular meeting." (underline text added.)

5. Memorialization of the Agenda Item Action Procedure

For each item on the agenda, the Board typically follows the process outlined on the podium in the Board Room. That process is generally outlined under the heading "Conduct of Meetings" subsection 5(E), "The order of procedure at all public hearings and quasi-judicial hearings shall be as follows: The District officer responsible for the matter shall present his or her report and recommendation; all persons wishing to speak in favor of the question shall be heard; persons wishing to speak in opposition to the question shall be heard; rebuttal will follow. No new matter may be introduced during rebuttal except with the consent of the Chair, in which case the opposition shall be given an opportunity to rebut the new matter. The question shall then be submitted to the Directors for discussion and decision."

The Board will provide direction as to any modifications that are desired in this area.

The Board will consider approval of any or all of the above proposed Governance Manual modifications. Following approval by the Board, the approved Governance Manual modifications will be inserted into the Governance Manual.

BUDGET EFFECT: None.

RECOMMENDATION. Approve any or all of the proposed Governance Manual modifications.

ATTACHMENTS.

Governance Manual

**MONTEREY PENINSULA AIRPORT DISTRICT
BOARD OF DIRECTORS**



**Governance Manual and
Board Operating Rules and Procedures**

(containing ethics standards, references to policies and procedures for Board operation, and serving the function of Bylaws for the Board of Directors)

Adopted (Resolution 1562) November 9, 2011;
Revised (Resolution 1596) April 16, 2014;
Revised (Resolution 1654) January 13, 2016;
Revised (Resolution 1834) December 14, 2022

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PREFACE

This Governance Manual is not intended to serve as an all-inclusive or comprehensive collection of every past or present policy, procedure and practice utilized in the operation of the Monterey Peninsula Airport District (“District”). The development of such a document would be well beyond the scope of any single, brief manual. Rather, the objective of this Governance Manual is to provide members of the District’s Board of Directors with a handy summary of and reference to the general manner in which the District and its Board of Directors does now and should continue to operate. In addition, this manual sets forth a code of conduct and ethical standards applicable to members of the District’s Board of Directors, as well as to members of District staff, as applicable.

BACKGROUND

Monterey Peninsula Airport District (MPAD or District)

The Monterey Peninsula Airport District was created by the legislature in 1941 through passage of special legislation (“Enabling Act”). The legislature has, from time to time, amended the Enabling Act. Most recently, this occurred in 2006.¹ The MPAD boundaries encompass the cities of Carmel, Del Rey Oaks, Monterey, Pacific Grove, Sand City and portions of Seaside, Pebble Beach, Carmel Highlands, portions of Carmel Valley and some of the land along the Monterey Salinas Highway.² The District boundaries may be changed through the Monterey County Local Agency Formation Commission.³

Mission Statement

The mission of MPAD is to provide users access to the national air transportation system, to operate the airport in a safe, efficient and fiscally responsible manner, and to develop and adapt the airport’s facilities to meet future needs.⁴ The airport serves both civil and military purposes.⁵ The Mission of the District is described by the Strategic Plan which is adopted by the Board and periodically updated.

District Powers

The District has the powers that commonly apply to local government entities (such as the right to sue, the ability to own and develop property, the right to enter into contracts, etc.).⁶ The District can condemn property,⁷ can borrow money through a variety of means including the issuance of bonds,⁸ and is empowered with general police powers, including the provision of a police department.⁹ By adopting ordinances, the District can define what activities taking place on the airport constitute crimes and can establish penalties for violations

¹ AB 2650, 2005-2006 Legislative Session.

² Enabling Act section 1

³ Enabling Act section 24, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000

⁴ Monterey Peninsula Airport District Strategic Plan – December 10, 2008

⁵ Enabling Act section 2

⁶ Enabling Act section 3

⁷ Enabling Act section 3 (f)

⁸ Enabling Act section 3 (g), 23

⁹ Enabling Act section 3 (l)

(either as a misdemeanor or infraction).¹⁰ The Enabling Act grants the District the power to levy taxes.¹¹ In 1979, the Board of Directors elected to forego receipt of its share of property taxes for that year. By action of the Board of Directors taken in 2011, the District formally requested to receive its share of property tax revenue again.¹² Since that time, the District has received a small share of property tax revenue.

Imposition of new taxes would require voter approval.¹³ In sum, the District has all of the powers that are necessary or appropriate to a public airport district which are not specifically prohibited by the California Constitution.¹⁴

Governing Board

The District is governed by a five member Board of Directors¹⁵ who have lived and been registered voters in the District for at least thirty days prior to nomination.¹⁶ They are elected for staggered four year terms (with either two or three seats up for election during November of each even-numbered year).¹⁷ The Directors formerly were elected at large¹⁸, however, to comply with the Voting Rights Act, the District transitioned to by-district elections effective November 2020.¹⁹ The Districts were readjusted in 2022, as required following the release of the United States Census.²⁰

BOARD ROLE AND FUNCTIONS

The Role of the Board of Directors in Relation to District Staff

The primary role of the Board of Directors is to establish and oversee implementation of policy for the District. Established policy is carried out and implemented by the airport staff, under the supervision of the Executive Director²¹.

¹⁰ Enabling Act section 3 (l) (2)

¹¹ Enabling Act section 3 (h), 13, 20

¹² Resolution 1537

¹³ California Constitution Article XIII, XIII A

¹⁴ Enabling Act section 3 (m)

¹⁵ Enabling Act section 4

¹⁶ Enabling Act section 7

¹⁷ Enabling Act section 5

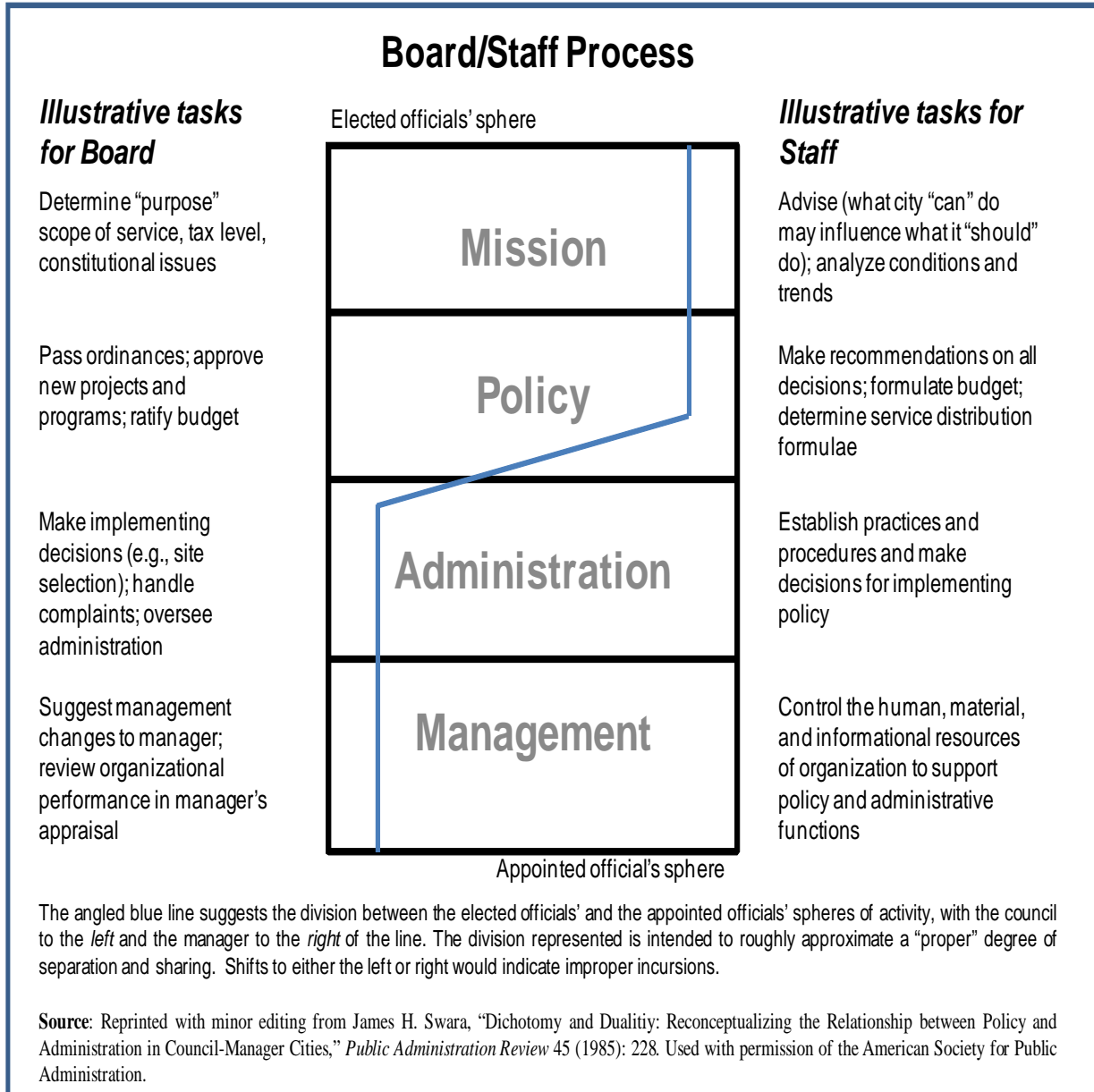
¹⁸ The Enabling Act is attached as "Exhibit B."

¹⁹ Ordinance 924

²⁰ Ordinance 929

²¹ The Enabling Act refers to a General Manager. The Board of Directors changed the title of the General Manager to Executive Director. Resolution 1645, adopted July 8, 2015

The following chart illustrates the proper relationship between the Board and District staff. (Where the chart references “city” read as “district”.)



MPAD Officers

Officers of the District are the members of the Board of Directors, the Executive Director, one or more Deputy Directors, a Secretary, District Counsel and an Auditor (internally referred to as the Controller)¹. The Board appoints the Executive Director and a District Counsel. The Executive Director appoints all other employees of the District.

EMPLOYMENT MATTERS

Appointment and Discharge of Executive Director and District Counsel

The Executive Director is the administrative head of the District² and is appointed by the affirmative vote of at least three members of the Board of Directors.³ In the event that an opening occurs, the Board should advertise for candidates or establish another unbiased procedure for selection. The Executive Director's performance and compensation is evaluated annually by the Board.

The District Counsel is an attorney-at-law admitted to practice before the Supreme Court of the State of California⁴ and is appointed by the affirmative vote of at least three members of the Board of Directors.⁵ In the event that an opening occurs, the Board should approve an appointment procedure which is clear and unbiased. The District Counsel serves at the pleasure of the Board of Directors.

The Executive Director or District Counsel may be removed only by the affirmative vote of at least four members of the Board of Directors if the removal is without cause.⁶ However, either the Executive Director or the District Counsel may be removed by the affirmative vote of at least three members of the Board of Directors if the removal is for cause.⁷ Appropriate provisions for notice and hearing are in place.⁸

¹ Enabling Act section 7

² Ordinance 905 section 4

³ Ordinance 905 section 1

⁴ Ordinance 905 section 5

⁵ Ordinance 905 section 1

⁶ Ordinance 905 section 1

⁷ Ordinance 905 section 1

⁸ Ordinance 905 section 2

Employee Compensation and Job Descriptions

The Board of Directors approves job descriptions and sets compensation ranges for each position description. This is typically done in conjunction with the budget approval process or as a function of approval of collective bargaining agreements.

Employees move through established compensation steps as established by Board approved salary ranges. The Board of Directors does not play a role in the awarding of step increases. The process of evaluating the performance of subordinate employees and adjusting their rates of pay within the pay range established by the Board (or the labor contracts that have been approved by the Board) is within the responsibility of the Executive Director.

Other Officers and Employees of the District

The District employees are comprised of multiple disciplines. Classifications for each authorized position are maintained by the Executive Director. These documents establish job duties, education requirements, necessary experience and knowledge required of each position.

The Executive Director has oversight authority regarding the recruitment, hiring and retention of District employees. The Executive Director is the hiring authority and as a result the Board has no authority over these subordinate positions.

Employee Grievances

The District's collective bargaining agreements (Memorandums of Understanding) reflect that certain employee grievances may be pursued through an appeal. Generally speaking, aggrieved employees must first exhaust reviews up through the chain of supervision. Only if the grievance has not been resolved by one of these earlier reviews does the matter come a Fair Hearing Officer. Grievance procedures are established by the various Memorandums of Understanding, as well as Policy 217 of the Administrative and Personnel Policy Manual, which is applicable to all District employees.

Staff Direction

The Board does not manage the daily operations of the airport. The Board of Directors, as a body, provides policy-level direction to the Executive Director.

The Executive Director directs staff so as to carry out these policies. Individual Directors may appropriately make simple inquiries of or seek basic information from staff. As required by the Administrative and Personnel Policy Manual, the Board Member and the employee are required to notify the Executive Director of the communication as soon as practicable.

The Board of Directors as a body may give instructions or directions to the Executive Director. However, members of the Board of Directors, either collectively or individually, are prohibited from giving orders or instructions to any subordinates of the Executive Director.¹

MISCELLANEOUS ISSUES

Ordinance vs. Resolution

The Board of Directors makes laws by adopting ordinances or resolutions. Other things that the Board of Directors may do can be accomplished by resolution, motion or order.² Ordinances are the most permanent and binding type of Board action. An ordinance may be repealed or replaced only by a subsequent ordinance.³ An ordinance must be “passed to print” before it may be adopted (and thus requires at least two meetings to put into effect).⁴ Ordinances must be published as a legal advertisement in an appropriate newspaper. The adoption of an ordinance cannot take place until more than three days have passed since its publication and more than five days have passed its since introduction (i.e., passage to print).⁵ Except in emergency situations, the effective date of an ordinance is 30 days after its final adoption.⁶ Certain laws may only be put in place by ordinances. These include laws which levy any tax or assessment or which impose any penalty.⁷

In contrast, resolutions may be adopted at the same meeting at which they are introduced and need not be published. There need not be any delay in the effective date of a resolution. Resolutions are passed to express the policy of the Board or to direct certain administrative action. Resolutions memorialize acts of the Board which are not otherwise subject to legislation by ordinance and that are

¹ Ordinance 905 section 9

² Enabling Act section 6 (a) (1)

³ Enabling Act section 6 (e) (1)

⁴ Enabling Act section 6 (c) (1)

⁵ Enabling Act section 6 (c) (1)

⁶ Enabling Act section 6 (e) (3)

⁷ Enabling Act section 6 (d)

of a contractual, enduring or consequential nature in a more permanent way than would a mere motion.

Roll call votes are required to be taken with respect to all ordinances and resolutions. No ordinance or resolution may pass without receiving the affirmative vote of at least three Directors.¹ Ordinary motions do not require a roll call vote, but any Director may request that one be taken.² Motions may be passed by majority vote.

Board Committees

Board committees are advisory bodies. All decisions are made by the Board of Directors. Committees may be “standing” (i.e., of a permanent or long-term nature) or “ad hoc” (existing only temporarily until the accomplishment of their purpose). The Chair, with the ratification of the Board, determines which committee will be active at any given time. The Chair appoints directors to the membership of the committees as well as selects Directors to serve as liaisons or representatives of the District to certain groups, each subject to the ratification of the Board of Directors. The membership of any ad hoc committee will be composed exclusively of not more than two Board Members. However, the creation of an ad hoc committee shall expire annually on January 1. During the first meeting of the calendar year, the chair, with concurrence of the Board, will establish new ad hoc committees, if any are deemed necessary by the Board. However, the creation of an ad hoc committee shall expire annually on January 1. During the first meeting of the calendar year, the Chair will establish new ad hoc committees, with concurrence of the Board, if any are necessary.

Agendas are prepared for meetings of standing committees, and the meetings are open and public. Minutes are ordinarily prepared and approved by the Board of Directors.

Agendas need not be prepared for ad hoc committee meetings, nor do such meetings need to be open and public. Minutes are not ordinarily taken. Ad hoc committee meetings are typically informal and are set at the convenience of the committee members.

¹ Enabling Act section 6 (a) (3)

² Enabling Act section 6 (a) (2)

Citizen Inquiries

Board Members often receive inquiries, requests for service and occasional complaints from constituents. Such contacts with Directors may be the result of a condition that requires attention that staff is unaware of, a service that has not been properly provided, a request that is above or beyond appropriate service levels, a miscommunication or misunderstanding, or a mischaracterization of an occurrence by the constituent. A Director who is contacted by a constituent should ensure that the Executive Director is made aware of the issue. Copies of responses to significant citizen inquiries that are submitted by Directors to the Executive Director for follow-up will be provided to all Directors as part of an agenda packet or at a public meeting.

Fiscal Administration

The fiscal administration of the District is based both on statutory requirements and generally recognized policies and practices applicable to public finance and the administration of airports. The airport operates on a business enterprise basis. Costs are recovered from rents, fees, rates and charges assessed to users of the airport. The District needs to generate sufficient funds to cover its costs of operation (including administration, facilities maintenance and capital improvement) and to maintain a reasonable reserve for contingencies.¹

Annually the District's financial operations are audited by an independent accounting firm selected by the Board of Directors. That firm prepares and submits an audit report to the Board of Directors.

During the course of the fiscal year the Board maintains oversight of the financial condition of the District. This is accomplished through regular and routine (typically monthly) financial reporting to the Board by the District Controller. The Finance Committee of the Board reviews monthly results with the Executive Director/Controller and other staff and then reports to the Board any recommendations that may result from their review.

Budget Operation

The District operates on a fiscal year running from the first day of July through the end of June each year.² A budget is developed each year in advance of the start of the fiscal year. The budget contains the estimate of all revenue and

¹ Resolution 981 section 1

² Enabling Act section 18

expenses, including operating and maintenance expenses, payroll, acquisitions and improvements, and a reasonable contingency to cover unanticipated expenses or revenue shortfall. Often accompanying the budget is an update to the District's capital improvement plan.

A draft of the budget is initially prepared by the airport staff, usually beginning in the early part of the calendar year. Typically the draft budget will be reviewed with the District's standing Finance Committee. That review may result in refinement of the draft before its presentation to the Board as a whole. Ordinarily a draft budget will be presented to the Board of Directors in April or May in order to allow time for review, discussion, further revision and adoption by the end of June. Upon adoption by the Board, the approved budget becomes applicable to the soon-to-commence fiscal year.

The Executive Director has the authority to make transfers of up to \$30,000 between line items of the budget to adjust it as necessary as the fiscal year progresses.¹ Larger adjustments, if needed, may be approved by the Board of Directors at a mid-fiscal-year review or at such other time as may be necessary. With respect to the capital improvement plan, the Executive Director has been given the authority to execute on behalf of the District any grant agreements or other related documents that have been previously approved by the Board of Directors.²

Investment Policy

District investments are controlled by state law. Within the types of investments allowed by law, the District seeks to meet three distinct objectives – to safeguard the assets of the District, to insure that the District's liquidity needs are met, and to achieve the highest rate of return on investment commensurate with appropriate risk evaluation.³ The District's investment policy is periodically reviewed by the Finance Committee and approved by the Board of Directors, generally on an annual basis.

Awarding Construction Contracts

The District has opted into coverage under Uniform Public Construction Cost Accounting Act.⁴ This provides the District with greater flexibility in the

¹ Resolution 1424 section 8

² Resolution 1420

³ Resolution 1482 adopted December 10, 2008

⁴ Resolution 1131

awarding of construction contracts than would be the case if the District relied on other bidding provisions contained in the Enabling Act.¹

Under the Uniform Act, public projects, depending on the cost or contract amounts, may be performed by employees of the District, be constructed by negotiated contract or result from a purchase order, contracted through informal bidding procedures or awarded only after formal bidding procedures. The District has adopted an informal bidding ordinance,² pursuant to which smaller-scale projects are ordinarily handled. For projects funded in whole or in part with federal grants, additional bidding requirements and restrictions may apply.

Planning and development staff maintain familiarity with these requirements and structure contract procedures accordingly. The Executive Director may authorize payment under a certain amount without separate Board approval. The Executive Director may also award informally-bid contracts. Any capital projects over the threshold for Executive Director approval³ requires approval from the Board of Directors, even if the project is contained in an approved budget.⁴ Approval will ordinarily be made by simple motion.⁵ A contract, regardless of size, must be awarded as required by law. Any construction contracts being proposed for adoption will be available to the directors in the office of planning and development.

Lease Agreements

The Executive Director has the authority to approve all rentals and leases on a month-to-month basis or for a term of five years or less. Longer term leases require separate approval from the Board of Directors, which will ordinarily be by simple motion.⁶ All leaseholders must be vetted in accordance with approved MPAD guidelines. Any proposed or adopted lease agreements are available for Board review in the administrative office.

¹ Enabling Act section 16

² Ordinance 719

³ The present spending authority of the Executive Director is \$30,000

⁴ Resolution 1424 section 6

⁵ Resolution 1424 section 7

⁶ Resolution 1424 section 9

Other District Contracting

Individual Board Members should not attempt to influence the District's purchasing of goods or services from any particular vendor or vendors.¹

Other Fiscal Controls

MPAD fiscal control policies and procedures require periodic reporting of all District expenditures.² Checks exceeding \$30,000 must be signed by at least one Board Member.³ The District may not acquire or dispose of any real property without approval from the Board of Directors (which approval will ordinarily be by resolution).⁴ The District utilizes a purchase order system calling for prior approval of all District expenditures.⁵ The purchase order requirements apply to both employees and Directors. There is also in place a set of "Finance & Accounting Policies & Procedures."⁶

ETHICAL REQUIREMENTS

Personal Financial Gain

A. Laws Prohibiting Bribery (Pen. Code § 68)

Any employee, elected official or appointee is prohibited from accepting a bribe. Doing so may constitute a felony and is punishable by prison time and fines.

B. Conflicts of Interest Under the Political Reform Act (Gov. Code § § 87100, 87103)

Gov. Code § 87100: No government employee, official or appointee shall make, or in any way attempt to use, his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has any financial interest.

Gov. Code § 87103: No employee, official or appointee shall make a decision with a financial interest if it is reasonably foreseeable that the

¹ Ordinance 905 section 11

² Resolution 1424 section 1

³ Resolution 1424 section 3

⁴ Resolution 1424 section 10

⁵ Described in an interim policy memorandum implemented December 1, 2005

⁶ Implemented July 1, 2006; Most recently updated August 8, 2018, Resolution 1721

decision will have a material financial effect on the official, a member of his/her immediate family.

C. Contractual Conflicts of Interest (Gov. Code § 1090)

No government employee, official or appointee may be financially interested in any contract created by them in their official capacity. Neither will they be purchasers or vendors at any sale made in their official capacity.

D. Conflicts of Interest and Campaign Contributions (Gov. Code § 84308)

Employees of a government agency shall not receive contributions in excess of \$250 during the time that any permit or license is pending approval by said agency and for 12 months thereafter.

E. Conflicts of Interest When Leaving Office (Gov. Code §§ 87406.3, 87407)

Gov. Code § 87406.3: For a period of one year after leaving office or employment, no elected official who formerly worked for a government agency shall make an appearance for another person in front of that agency.

Gov. Code § 87407: No public official shall make, participate in making or use their official position to influence any governmental decision that directly relating to any person with whom he/she is negotiating, or has any arrangements concerning prospective employment.

Limitations on Accepting Contributions

A. Gov. Code § 86203: Lobbyists are prohibited from making any gift worth upward of \$10 in any given month.

B. Gov. Code § 89503: No elected official shall accept gifts totaling over a proscribed amount from a single source in one calendar year, as established annually by the Fair Political Practices Commission.¹

C. Gov. Code § 89506: Payment from agencies for travel and lodging and food expenses are not considered a gift under Gov. Code §§ 86203 and 89503.

D. Honoraria Ban (Gov. Code § 89502)

¹ Gov. Code § 89503(f). For 2022, the FPPC has established the gift cap at \$520.

No government official shall accept any honorarium.

- E. Misuse of Public Funds (Pen. Code § 424; Gov. Code § 8314; *Fair Political Practices Commission v. Suitt* (1979) 90 Cal.App.3d 125; *Stanson v. Mott* (1976) 17 Cal.3d 206)

Use of public funds for personal benefit or for the benefit of friends or families is punishable by imprisonment. The official will be disqualified from holding public office in the state.

- F. Prohibitions Against Gifts of Public Funds (Cal. Const., art. XVI, § 6)

The legislature body will not have the authority or power to give or lend public funds to any person except for a public purpose

- G. Mass Mailing Restrictions (Gov. Code § 89001)

No newsletter or mass mailing shall be sent at public expense.

- H. Prohibition against acceptance of free transportation by transportation companies (Cal. Const., art. XII, § 7)

A transportation company may not offer free transportation to any person holding office in California. The acceptance of free transportation will be deemed a forfeiture of office.

Government Transparency Laws

- A. Economic interest disclosure under the Political Reform Act (Gov. Code § 87200)

Candidates for government office must file a statement disclosing financial and real property interests. In addition, a statement of income for the prior 12 months is required.

- B. Brown Act (Gov. Code § 54950 et seq.)

Public agencies exist to serve the people and should conduct their meetings openly.

- C. Public Records Act (Gov. Code § 6250)

Information relating to the conduct of people's business as produced by any government agency is the people's right to know.

Fair Process Laws

A. Common Law bias provisions

A decision maker who stands to gain or lose from a decision is disqualified from acting as a decision maker.

Breakzone Billiards v. City of Torrance, 81 Cal.App.4th 1205(2000)

B. Due Process Requirement

A hearing officer whose potential future income derives from work that an agency might give based on his or her performance in a hearing at hand is not giving due process.

Haas v. County of San Bernardino 27 Cal.4th 1017 (2002)

C. Doctrine of Incompatible Offices (Gov. Code § 1099)

A government officer may not hold two offices in government that are incompatible.

D. Ethics Training and Harassment Avoidance Training

AB1234 requires that a Director receive ethics training every two years. In addition, AB1875 requires that a Director receive harassment avoidance training every two years.

CONDUCT OF MEETINGS

RULES OF THE MONTEREY PENINSULA AIRPORT DISTRICT

1. Purpose

These rules shall apply to all proceedings and meetings of the Board of Directors of the Monterey Peninsula Airport District (District).

2. Meetings

- A. Brown Act. All meetings of the Board shall be conducted in accordance and in compliance with the Ralph M. Brown Act.
- B. Regular Meetings. The regular meetings of the Board of Directors (Board) shall be held in accordance with the duly adopted meeting schedules. Meetings shall commence at 9:00 a.m. unless otherwise directed by the Chair of the Board. In the Chair's discretion and prior to posting of the Agenda, regularly scheduled meetings may be canceled. Cancellation of agendized meetings or noticed hearing require majority approval.
- C. Special Meetings. A special meeting may be called at any time by the Chair of the Board of Directors or by the Executive Director. Notice of a special meeting shall be written and shall specify the time and place of the meeting and the business to be transacted. Such notice shall be delivered to or mailed to each Director at least 24 hours before the time of the special meeting and be supplied to the local newspaper of general circulation and radio or television if such entities have previously requested notice in writing. The notice shall be posted by the Secretary to the District at least 24 hours prior to the special meeting in a location that is freely accessible to the public and on the District website.
- D. Adjourned Meetings. Any regular or special meeting of the District may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members of the Board are absent, the Secretary to the District may adjourn the meeting to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as is required for special meetings.
- E. Administrative Sessions and Information Hearings. The District may, from time to time, schedule administrative sessions and informational hearings with staff or the public for the purpose of receiving information on and discussing subjects of interest to the District. No action shall be taken on any item at any such meeting. Such meetings may be called by the Directors during any regular, adjourned, or special meeting. Otherwise, such meetings shall be called in the same manner as special meetings.

3. Officers

- A. Chair. At the first regular meeting of each calendar year, the Director who served as Chair Pro Tem during the preceding calendar year shall be seated as Chair. If for any reason the Chair Pro Tem is unable to be Chair, then the Director who was next in order to be Chair Pro Tem during the preceding year shall be Chair, provided that no Director shall be Chair who has not completed one (1) year of service on the District.

The Chair shall hold office for one (1) year and until the qualification of his or her successor. The Chair shall be the presiding officer of the Board and shall have all lawful authority to preserve order at all meetings. The Chair shall announce all matters as they come before the Board, shall restate all motions before they are submitted to vote, and shall announce the Board's vote on all subjects. Whenever the Secretary calls the roll, the Chair's name shall be called last. The Chair shall sign all ordinances, resolutions, minutes, contracts, and other documents, with the exception of those documents authorized for signature by the Executive Director, when authorized to sign by the Board.

- C. Chair Pro Tem. The Chair Pro Tem shall be selected by rotation. If for any reason a Director is unable to serve when it is his or her turn, that Director shall be skipped and the office shall fall on the Director next in order. The Chair Pro Tem shall be seated at the first regular meeting of each calendar year and shall hold office for one (1) year and until qualification of his or her successor, provided that no Director shall serve as Chair Pro Tem who has not completed one (1) year of service on the Board. The Chair Pro Tem shall, in the absence of the Chair, have and perform all powers and duties of the Chair.
- D. Administrative Officer. The Administrative Officer shall be the Executive Director and shall perform the duties prescribed by law and the District. The Executive Director may review and make recommendations on questions that come before the District.
- E. Secretary to the District. The Secretary to the District shall perform the duties prescribed by law and the District.

F. Legal Counsel. The General Counsel shall be legal counsel to the Directors and shall perform all duties prescribed by law and the District. The General Counsel shall act as parliamentarian.

4. Quorum

A quorum shall consist of three (3) Directors.

5. Meeting Protocol

A. The Chair shall convene all meetings and shall call the Directors to order. In the absence of the Chair and the Chair Pro Tem, the Secretary shall convene the meeting and call the Directors to order, whereupon a temporary chair shall be selected by the Directors present. The temporary chair shall relinquish the chair upon arrival of the Chair or Chair Pro Tem and after the conclusion of the question then being considered by the Directors.

B. The Secretary shall enter in the minutes the names of those Directors that are present, absent or those who arrive late.

C. To facilitate the conduct of meetings, a consent agenda may be used. The consent agenda normally contains items that are considered to be routine. Action for all items on the consent agenda is taken by one motion. Items on the consent calendar shall be considered first and shall be acted upon in one motion. Any Director may request that any item be removed from the consent calendar and placed on the agenda for discussion.

D. Items on the agenda shall be considered in order, except that the Chair may take items out of order when necessary to accommodate persons appearing before the District. Items scheduled for a particular time shall be taken up as close to the designated time as is possible. In no case shall a timed item be taken up before the designated time.

E. The order of procedure at all public hearings and quasi-judicial hearings shall be as follows: The District officer responsible for the matter shall present his or her report and recommendation; all persons wishing to speak in favor of the question shall be heard; persons wishing to speak in opposition to the question shall be heard; rebuttal will follow. No new matter may be introduced during rebuttal except with the consent of the Chair, in which case the opposition shall be

given an opportunity to rebut the new matter. The question shall then be submitted to the Directors for discussion and decision.

- F. Every agenda for regular meetings shall provide a time for members of the public to directly address the District on matters within the District's jurisdiction that are not on the agenda. Each speaker shall be limited to three (3) minutes. Members of the Board may ask clarifying questions of the speaker, which shall not reduce the speaker's time. Speakers may not transfer or assign their time to another person.
- G. Executive/closed sessions may be used by the Board of Directors for deliberations involving personnel, certain negotiation matters and litigation. The Board of Directors will return to open session before making any motions or voting on any matters considered in closed session.
- H. The Chair may reasonably limit the time allotted to any speaker or party including a Director. Whenever any group of persons wishes to address the Board, the Chair may require that the group designate a spokesman to represent the group before the Board. Time limits proposed on a speaker must be announced prior to consideration of the agenda item.
- I. No person, including Directors, shall address the Board without permission of the Chair. Directors shall limit their individual comments to a presentation of their respective position on a matter. Directors shall not address the issue again except for new matter and as allowed by the Chair.

6. Voting

The Board shall take no action except upon the affirmative vote of at least three (3) Directors unless otherwise provided by law, ordinance or these rules. Unless disqualified or absent, all Directors should vote on all questions coming before the Board. The Chair shall call for a roll call vote. Whenever a roll call vote is requested, the Secretary shall call the name of a Director and record the vote of that Director.

7. Rights and Duties of Directors

- A. When a Director desires to speak, he or she shall address the Chair and be acknowledged. When two (2) or more Directors address the Chair at the same time, the Chair shall designate the Director who will speak first. All Directors shall confine their remarks to the question then under consideration.
- B. Every motion shall require a second. Discussion on a motion shall not be permitted until the motion receives a second. Motions and seconds may be made by any member of the Board, including the Chair.
- C. If any Director is unable to attend a meeting, he or she shall notify the Secretary as soon as possible and advise the Secretary of the reasons therefore.
- D. If in a Director's absence, the Board would lack a quorum, no Director shall leave his or her seat on the dais without first obtaining permission from the Chair.

8. Agenda

- A. The agenda for all Board meetings shall be prepared by the Secretary with input from District departments and Board members. Matters to be placed on the agenda for a regular meeting must be received by the Secretary no later than noon on the Wednesday prior to Regular Meeting. Any item sought to be placed on the agenda, which item has not been previously approved by the Board must be approved by the Chair. Individual Directors, other than the Chair, must seek approval of the Chair or the Board to place an item on the agenda.
- B. The Board shall not take action on any item that is not on the agenda at a regular meeting, except under any of the following conditions:
 - (1) The Board, by majority vote, determines that an "emergency situation" exists. An emergency situation means (a) work stoppage or other activity which severely impairs public health, safety or both, as determined by a majority of the Board, or (b) crippling disaster which severely impairs public health, safety or both, as determined by a majority of the Directors; or

- (2) The Board, by four-fifths (4/5) vote, determines that there is a need to take immediate action on the item and that the need for action came to the Board's attention after the agenda was posted; or
- (3) The item was on the posted agenda for a prior meeting which was held no more than five (5) calendar days earlier, and at that earlier meeting the item was continued to the later meeting.

9. Findings

Written findings shall be adopted by the Board as part of its decision whenever required by law. After receiving evidence, the Board may continue such an item to a future meeting for the adoption of written findings. The Board's decision shall not be final until the findings have been adopted.

10. Advisory Committees, Appointments and Officers

The Board may appoint such committees as it deems necessary to advise the Board. The qualifications of persons appointed to such committees shall be as prescribed by the Board. All such persons shall serve at the pleasure of the Board and may be removed at any time by a majority vote, unless state law prescribes a different method for creation or removal, in which case such procedure shall take precedence over these rules. Any member of the Board may be appointed or assigned by the Chair to a committee. In general, no Director should serve on more than two (2) standing committees. The Chair's assignments shall be ratified by a majority vote of the Board and Directors may be removed from committee assignments by a majority vote of the Board.

11. Rosenberg's Rule of Order

Except as otherwise provided in these Rules, the most current edition of Rosenberg's Rules of Order (Exhibit "A" incorporated by reference) shall constitute the rules of order of the Board. The following rules apply to the special actions described and take precedence over Rosenberg's Rules of Order to the extent they differ in text or application.

A. Motion to Reconsider

A motion to reconsider an item upon which the Board has acted may only be made at the meeting in which the action was taken. Such motion may only be made by a Director who voted on the prevailing

side of the question. Adjournment of the meeting effectively extinguishes a Director's opportunity to move for reconsideration of any item on that specific agenda.

B. Motion to Rescind

A motion to rescind any action of the Board may be made by any Director at any time. The grounds for such motion are limited to an error in the adoption of the item either through rule violation or procedural mistakes. The motion may be made to rescind an item on further grounds that the facts underlying the Director's decision were misrepresented or determined later to be incorrect.

12. Amendment

These rules may be amended from time to time by the Board.

13. Failure to Follow Rules

Failure to follow these rules shall not invalidate or otherwise affect any action or decision of the Board.

BOARD MEMBER COMPENSATION

The Enabling Act allows Directors to be paid for each regular or special meeting of the Board of Directors that they attend and for each day's service that is rendered at the request of the Board.¹ As of January 1, 2019, the maximum rate of compensation allowed by state law was \$100 per meeting or day, up to a maximum of six compensated meetings or days per month.² The Board of Directors has the discretion to set the rate of compensation at any amount up to the statutory maximum and may adjust the compensation by resolution. The Board is also empowered to determine which activities constitute the "rendering of service as a Director at the request of the Board." The Board has set the rate of compensation for attendance at regular and special meetings of the Board of Directors at the statutory maximum of \$100 per meeting, with an annual adjustment of 5% commencing March 2019, and every January thereafter.³ The rate of Director Compensation per meeting shall be \$127.63 for the 2023 calendar year.

¹ Enabling Act section 7.5 (a)

² Enabling Act section 7.5 (b), Public Utilities Code section 22407

³ Resolution 1743, passed March 13, 2019.

With the adoption of this Governance Manual, a Director’s attendance at any meetings of District standing committees¹ of which such Director is a member, ad hoc committees² of which such Director is a member, or attendance at any meetings as a designated District liaison or representative³ will be established as the “rendering of service at the request of the Board” and the rate of compensation for such service will be set at the statutory maximum.

A Director’s attendance at an airport trade association or professional association meeting, an educational or training event or other activity on behalf of the District will not be compensated as a day of “service rendered at the request of the Board” unless the Chairman has approved the Director’s attendance. Compensation will be paid at the rate established by the Board for attendance at regular meetings.

The Board of Directors has adopted a “Director Remuneration & Business Expense Reimbursement Policy” that contains more detail concerning payment of compensation to Directors.⁴ There is also in place an “Employee Travel & Business Expense Reimbursement Policy.”⁵

The Enabling Act also allows Directors, with the approval of the Board, to be reimbursed for travel and other expenses necessarily incurred in the actual performance of the Director’s duties.⁶ With the adoption of this Governance Manual, the Board of Directors has established that travel expenses will not be paid for attendance at regular or special meetings of the Board of Directors or attendance at meetings of District standing committees, no matter where such meetings may be held. Expenses of travel by automobile to attend District ad hoc committee meetings by members of such committees or attendance at any meetings as a designated District liaison or representative are eligible for reimbursement at the standard mileage rates established by the Internal Revenue Service and in effect on the date of such travel.

¹ Standing committees are of an enduring nature. At present, the standing committees of the District are a Local Jurisdiction & Community Relations Committee, an Air Carrier services Committee, and a Finance Committee.

² Ad hoc committees are of a temporary nature and do not continue to exist past the accomplishment of their purpose. At present the ad hoc committees of the District are an Employee Relations Committee, a Governance Committee, and a Property Development Committee.

³ At present, the established liaison or representative positions are to the Airport Land Use Commission, the Local Agency Formation Commission, the Regional Airports Planning Group, the Transportation Agency for Monterey County, and the Monterey Peninsula Water Management District Policy Advisory Committee.

⁴ Updated concurrently with this Governance Manual on November XX, 2022

⁵ Updated concurrently with this Governance Manual on November XX, 2022

⁶ Enabling Act section 7.5 (c)

Travel expenses associated with attendance at an airport trade association or professional association meetings, educational or training events or other activities attended on behalf of the District will not be reimbursed unless the Chair has approved the Director's attendance. The Board of Directors has adopted a "Director Remuneration & Business Expense Reimbursement Policy" that describes limitations on reimbursements (such as lodging expenses ordinarily not to exceed government or group rates).¹ Directors should refer to that policy for more detailed information concerning reimbursements.

Note: Directors who attend any meetings at the expense of the District shall provide a brief report concerning the meeting attended to the Board of Directors at the next occurring regular District meeting.²

Directors must prepare an attendance report on a form supplied by the District in order to receive compensation for meeting attendance. Expense reimbursement is made on the basis of expense reports filled out by Directors on forms supplied by the District. The detailed procedures for obtaining such payment are spelled out and forms are contained in the District's "Director Remuneration & Business Expense Reimbursement Policy."³

NOTE: With respect to travel planning, the District's policy encourages early notice and estimation. This is to allow expenditures to be budgeted and processed using a purchase order system.

¹ Adopted April 12, 2006 for implementation May 1, 2006

² Government Code section 53232.3 (d)

³ Adopted April 12, 2006 for implementation May 1, 2006

VACANCIES IN OFFICE

If any Board member dies, becomes physically or mentally incapacitated, resigns or is removed from office, ceases to reside in the District,¹ ceases to perform duties for three consecutive months except when prevented by sickness or with permission of the Board of Directors, is convicted of a felony, is committed for drug abuse, etc., then his or her office becomes vacant.² The District Secretary notifies the county elections official of the vacancy within fifteen (15) days after (a) the District learns of the vacancy or (b) the effective date of the vacancy, whichever is later.³

Although the Board of Directors may choose to allow the Monterey County Board of Supervisors the opportunity to fill the vacancy by appointment⁴ or may choose to hold a special election to fill the vacancy,⁵ vacancies are ordinarily filled by appointment made by a majority vote of the remaining members of the Board of Directors.⁶ Appointments made by the remaining Directors need to be accomplished within 60 days after either the date on which the District is notified of the vacancy or the effective date of the vacancy, whichever is later.⁷ The District Secretary notifies the county elections official of any such appointments within fifteen (15) days after they are made.⁸

If the vacancy occurs in the first half of a Director's four-year term of office and at least 130 days before the next general District election, then the person appointed to fill the vacancy will serve until the next general district election that is more than 130 days after the vacancy occurs. A person will then be elected at that election to fill the remaining two year balance of the term⁹ (i.e., the seat filled by the appointee will be on the ballot for a short term). If the vacancy occurs in the first half of a Director's four-year term of office but less than 130 days before the next general district election or if the vacancy occurs in the second half of the term of office, then the person appointed to fill the vacancy will serve the remaining balance of the term of office.¹⁰

¹ Enabling Act section 7

² Government Code section 1770

³ Government Code section 1780 (b)

⁴ Government Code section 1780 (f)

⁵ Government Code section 1780 (e)

⁶ Enabling Act section 11, Government Code section 1780

⁷ Government Code section 1780 (d) (1)

⁸ Government Code section 1780 (d) (1)

⁹ Government Code section 1780 (d) (2)

¹⁰ Government Code section 1780 (d) (3)

The process of filling vacancies involves many steps and is subject to an array of inter-related deadlines described in state law.¹ Although the Board of Directors is empowered to establish its own selection process for filling vacancies, the recent practice of the Board has been to solicit expressions of interest from qualified persons living within the boundaries of the vacant district area through the running of advertisements (in addition to making the statutorily-required postings of notices of vacancy²) calling for responses to a set of questions. These responses are to be sent to the District Secretary. Typically a cut-off date has been established, following the passage of which any written material received from applicants is distributed by the District Secretary to the Directors for their review. In the event that there are more than a handful of candidates, the Directors engage in a preliminary ranking process in order to select which candidates to invite to a Board meeting to make oral presentations.

After the conclusion of the oral presentations, the Directors again rank the candidates in order to assist in the selection process. However, the top-ranked candidate is not automatically appointed. The vacancy is filled after a motion to appoint a named individual is made, seconded and passed by the Board of Directors. That individual ordinarily is from the pool of candidates invited to make oral presentations, but that need not be the case.

NOTE: Directors may not communicate directly with each other or through intermediaries concerning any preliminary or final ranking, except in an open and public meeting. Moreover, no portion of the selection process can be conducted through the use of any secret ballot.³ All records concerning any ranking that is done are public information.

¹ Government Code section 1770 - 1782

² Government Code section 1780 (d) (1)

³ Government Code section 54953 (c)

MONTEREY PENINSULA AIRPORT DISTRICT – DRONE AND BALLOON REGULATIONS

MAY 17, 2023

Scott E. Huber

Cole Huber LLP

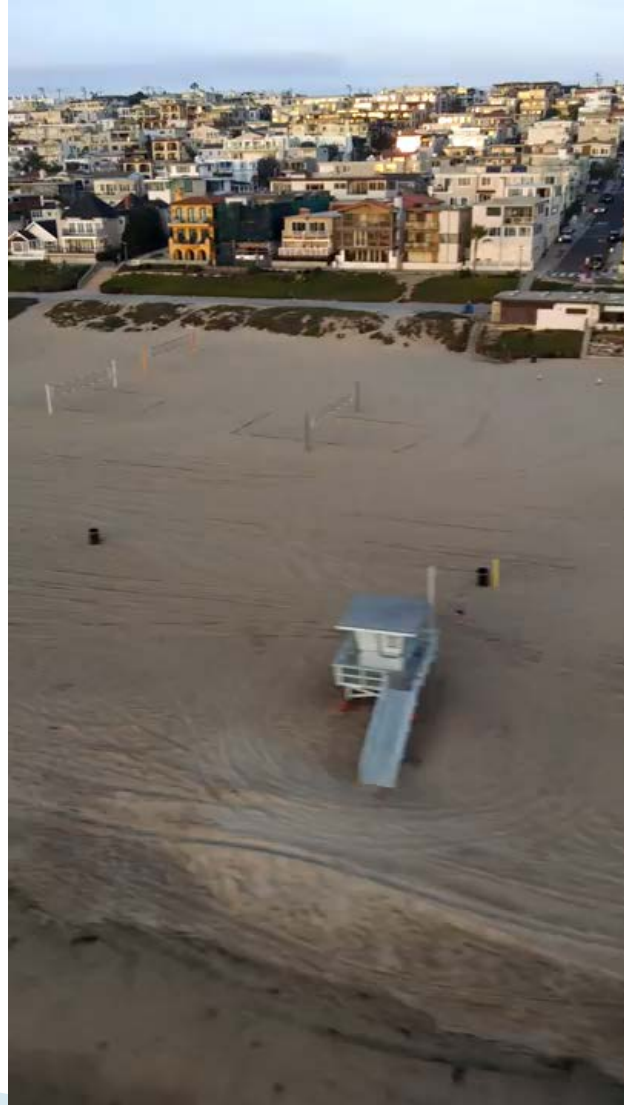
General Counsel

Monterey Peninsula Airport District

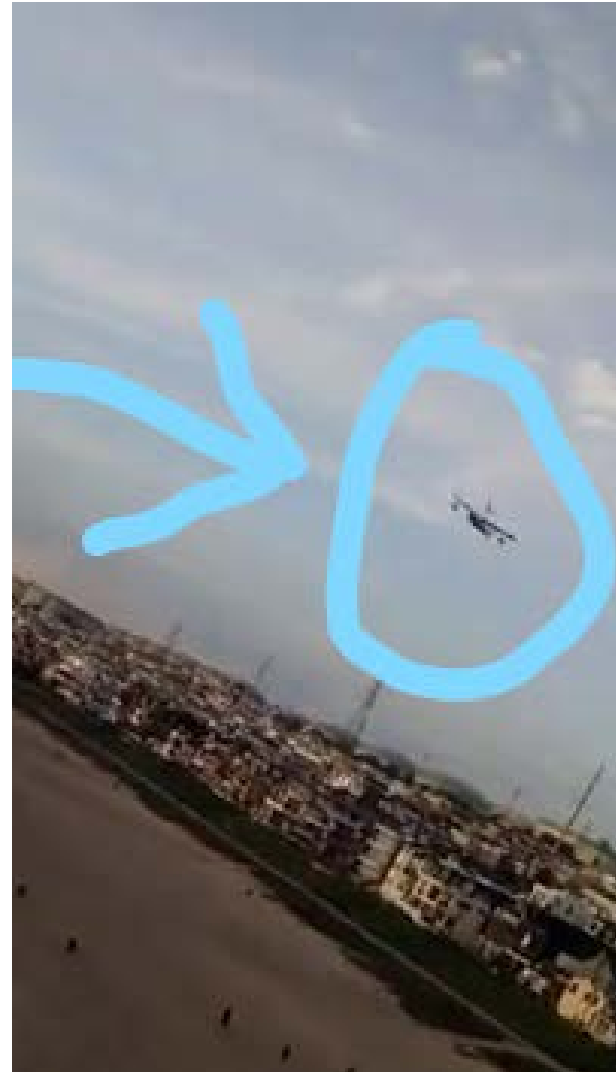


COLE|HUBER LLP
ATTORNEYS

Why are Regulations Important?



Why are Regulations Important?

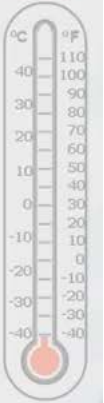


Why are Regulations Important?

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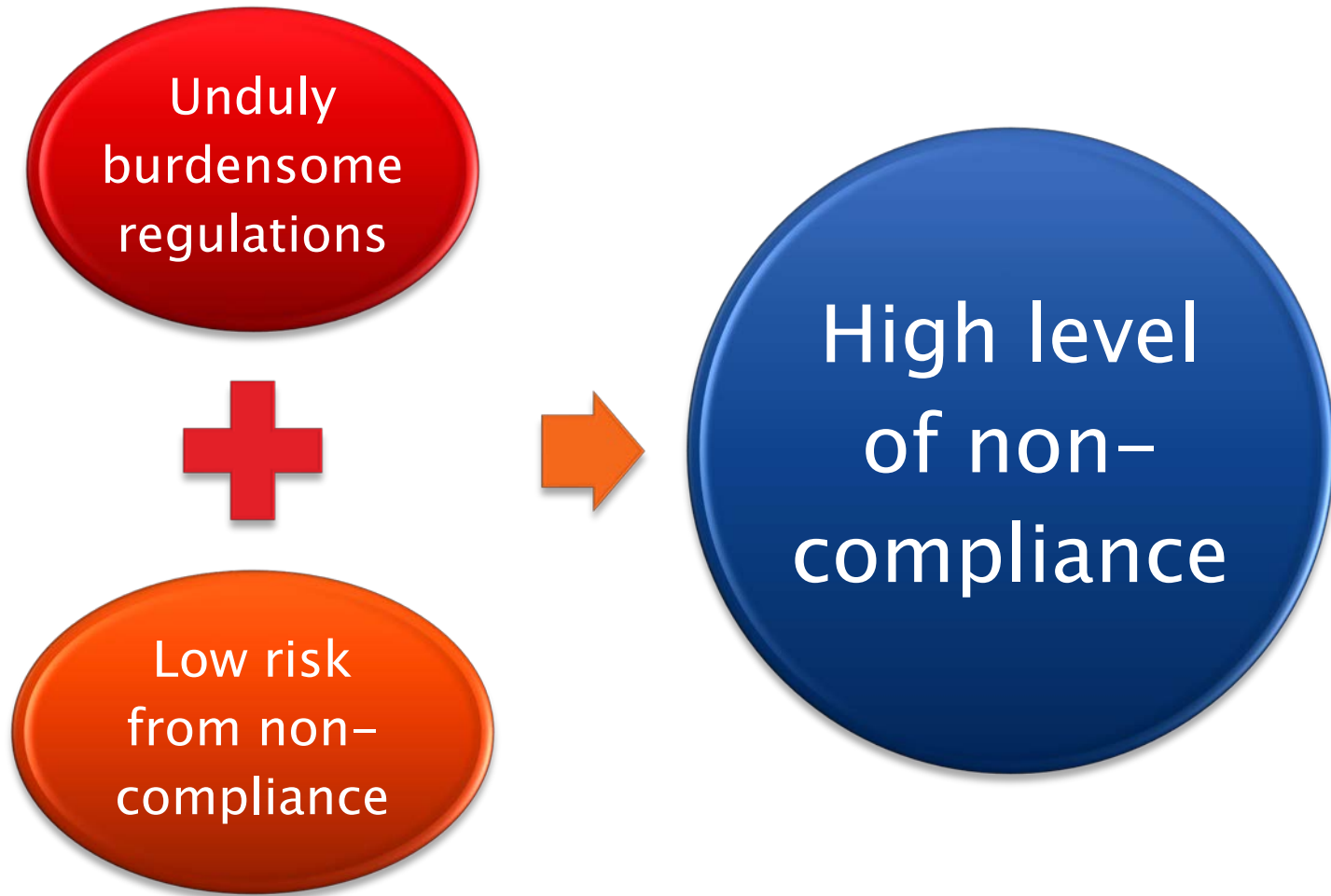
overlookhorizon.com/flight-5

Delta Airlines
Flight 159 from
Boston to Detroit

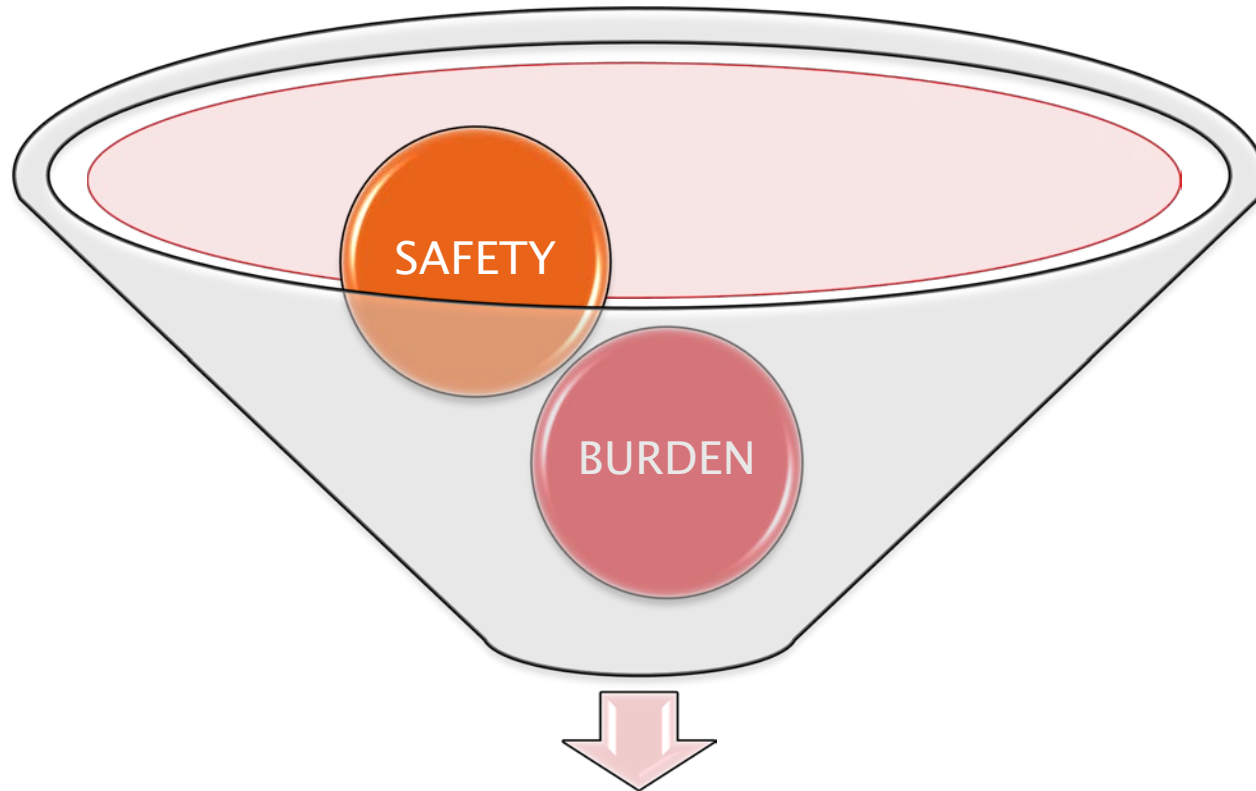


Our balloon flights have NOTAMs filed, contain an onboard radar reflector & APRS beacon and ATC, ARTCCs & local airports are notified.

Can Over-Regulation Backfire?



Aiming for the Right Mix of Safety and Low Burden



MAXIMIZING COMPLIANCE

What Regulations Apply to Drones?

- ▶ Drones are also called UAS or Unmanned Aircraft Systems
- ▶ 14 CFR Part 107
- ▶ Advisory Circular 107-2A (104 pages!)



U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Subject: Small Unmanned Aircraft System
(Small UAS)

Date: 2/1/21

AC No: 107-2A

Initiated by: AFS-800


Change:

This advisory circular (AC) provides guidance for conducting small unmanned aircraft systems (UAS) operations in the National Airspace System (NAS) in accordance with Title 14 of the Code of Federal Regulations (14 CFR) part 107.

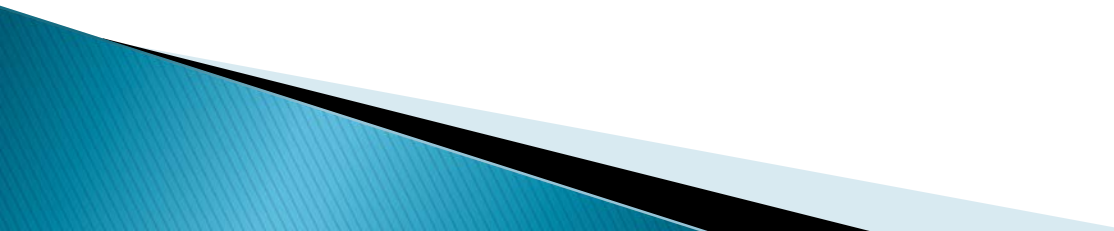
A handwritten signature in black ink, appearing to read 'R. Carty'.

Robert C. Carty
Deputy Executive Director, Flight Standards Service

What Are the General Rules for Flying Drones?

- ▶ Fly for hobby or recreational purposes only (i.e. no commercial use or pay for services)
 - ▶ Fly the UAS within visual line-of-sight
 - ▶ Fly at or below 400 feet in altitude
 - ▶ Give way to manned aircraft
 - ▶ Never fly over groups of people
 - ▶ Never fly over stadiums or sports events
 - ▶ Never fly near emergency response efforts such as fires
 - ▶ (cont.)
- 

What Are the General Rules for Flying Drones? (cont.)

- ▶ Fly UAS that weigh no more than 55 lbs.
 - ▶ Register the UAS using the FAA UAS Online Registration Service
 - ▶ When flying within 5 miles of an airport, provide prior notification to the air traffic control tower
- 

Example of Notice to the Tower



Example of Notice to the Tower



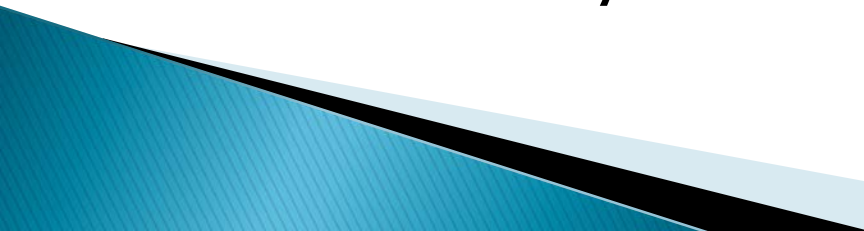
What Are the General Rules for Flying Drones for Commercial Use?

- ▶ Obtain a remote pilot certificate or be under the direct supervision of someone who holds such a certificate
- ▶ Register the aircraft using the FAA UAS Online Registration Service
- ▶ Follow all the operating rules in accordance with Part 107 (the regulations are fairly detailed, which is why there is a course and exam that must be passed)
 - For example, this regulation allows for flight over a crowd of people provided drone is safety compliant.

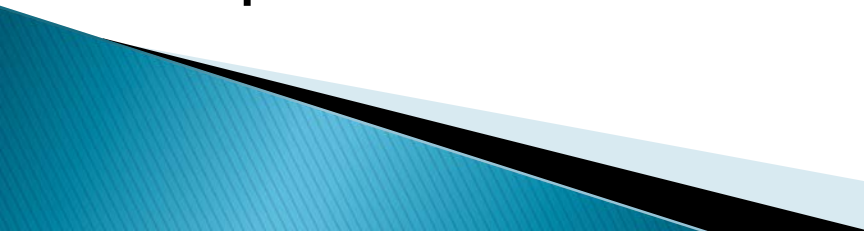
What Regulations Apply to Balloons?

- ▶ 14 CFR Part 101, Subpart D
- ▶ Part 101 uses the term “unmanned free balloons”
 - A non-power-driven, unmanned, lighter-than-air aircraft in free flight.

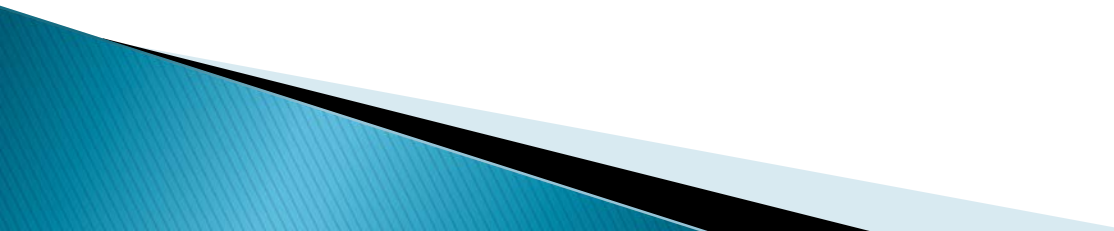
What Are the General Rules for Balloon Use?

- ▶ An unmanned free balloon may carry a single payload that weighs up to six pounds
 - ▶ An unmanned free balloon may carry two or more payload packages that weigh up to 12 pounds
 - ▶ You cannot launch a balloon from an airport without permission
 - ▶ You need to be able to see 5 miles (visibility), have no more than 50% cloud cover at launch and across your entire flight path.
- 

What Are the General Rules for Balloon Use? (cont.)

- ▶ You cannot fly over a town or open-air group of people for the first 1,000 feet of (vertical) flight
 - ▶ Your balloon and its payload cannot be a hazard to people if it should hit them
 - ▶ You need two ways to terminate the flight (i.e. a manual cut, a timer cut, balloon vent, or the balloon will pop if it gets too high)
 - ▶ A radar reflector so that the payload shows up on radar.
- 

What Are the General Rules for Balloon Use? (cont.)

- ▶ You need a strobe light that can be seen 5 miles away if you fly before sunrise or after sunset.
 - ▶ If the payload string is more than 50 feet long, you need colored streamers that can be seen from 1 mile away.
- 

MPAD Website – UAS and Drone Information Page

Select Language Powered by Google Translate



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[Home](#) [District Board](#) [Doing Business with Us](#) [Regulations & Reports](#) [Contact Us](#)

REGULATIONS & REPORTS

[ORDINANCES & RESOLUTIONS](#)

[AVIATION DOCUMENTS & REGULATIONS](#)

[AUDITED FINANCIAL REPORTS](#)

[UAS AND DRONE INFORMATION](#)

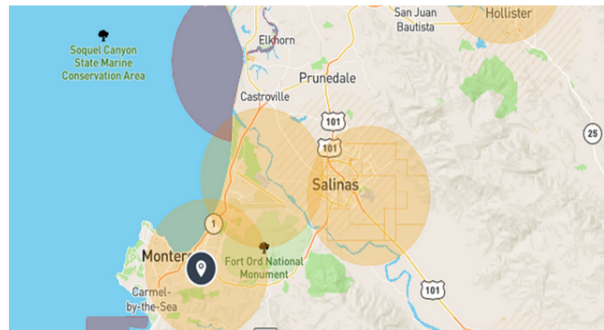
[LEGAL NOTICES](#)

UAS and Drone Information

Unmanned Aircraft Systems (UAS), including "drones," "quadcopters," "model airplanes," etc., can be a great source of fun if operated properly. However, the UAS can also be very dangerous to passengers and the aircraft in which they fly if the UAS enters restricted airspace or if operated improperly.

The Monterey Regional Airport and the Monterey Peninsula Airport District (MPAD) respects the growing demand and utilization of Unmanned Aircraft Systems (UAS) for a diverse range of civil, public, and recreational uses. The FAA released an advisory circular ([AC 107-2](#)) providing guidance for conducting UAS operations in the United States in accordance with Title 14 of the Code of Federal Regulations (14 CFR).

Visit the [FAA UAS website](#) for additional information.



Questions?



AGENDA ITEM: H
DATE: June 21, 2023

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

FINANCE AND ADMINISTRATION.

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

FIRE.

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

OPERATIONS.

[Operations Report by Mark Curtis, Superintendent of Field Operations](#)

PLANNING AND DEVELOPMENT.

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

POLICE.

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

RATING	DATE OF VISIT	TIME OF VISIT	PURPOSE	FLIGHT	AIRLINE	COMMENT	CITY	STATE
EXCELLENT	5/5/2023	9:30 PM	Departing	33	Allegiant	Super cool airport experience, EXCEPT one horribly sour, rude, dismissive, angry, sggressive woman at security, short, blonde, old, mean	Monterey	CA



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

May 2023

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 34 incidents during the month as follows:

- MPAD property – 12
- City of Monterey – 22
- Other Cities in Monterey Fire Jurisdiction – 0
- Auto / Mutual Aid – 0

2. Training

Personnel completed a total of 8.0 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): 77
- 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

- On Sunday, May 28, at 4:29 PM, crews at the Airport station as well as an additional engine company, a truck company, and the Division Chief, were dispatched to a reported Alert 2 for an aircraft on final with landing gear problems. Upon leaving the station, crews found a Beachcraft Bonanza aircraft had already belly landed on the runway. The pilot (sole occupant) was uninjured and there was no fire.



MONTEREY FIRE DEPARTMENT - Report to Airport Board of Directors

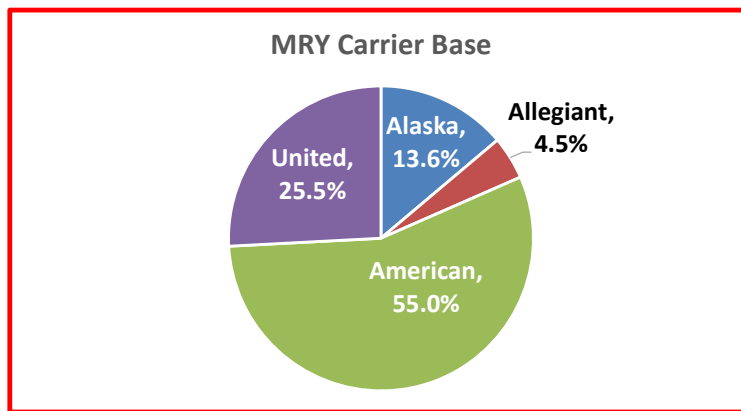
4. Incident List – on Airport property incidents

Alarm Date / Time	Response Time	Location	Incident Type
5/1/2023 12:52 PM	0:04:16	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
5/5/2023 4:03 PM	0:02:11	200 Fred Kane DR	EMS call, party transported by non-fire agency
5/8/2023 2:07 PM	0:01:48	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
5/11/2023 1:18 PM	0:02:18	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
5/13/2023 9:13 PM	0:01:49	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
5/15/2023 7:38 AM	0:02:38	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
5/22/2023 3:01 PM	0:00:00	200 Fred Kane DR	Medical assist, assist EMS crew
5/25/2023 12:45 PM	0:03:35	300 Sky Park DR	No incident found on arrival at dispatch address
5/25/2023 2:18 PM	0:00:00	300 Sky Park DR	Assist invalid
5/26/2023 9:19 PM	0:02:54	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
5/28/2023 4:29 PM	0:02:54	200 Fred Kane DR	Vehicle accident, general cleanup
5/30/2023 7:25 PM	0:05:07	2965 Mty Sns HWY	Sprinkler activation, no fire - unintentional

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

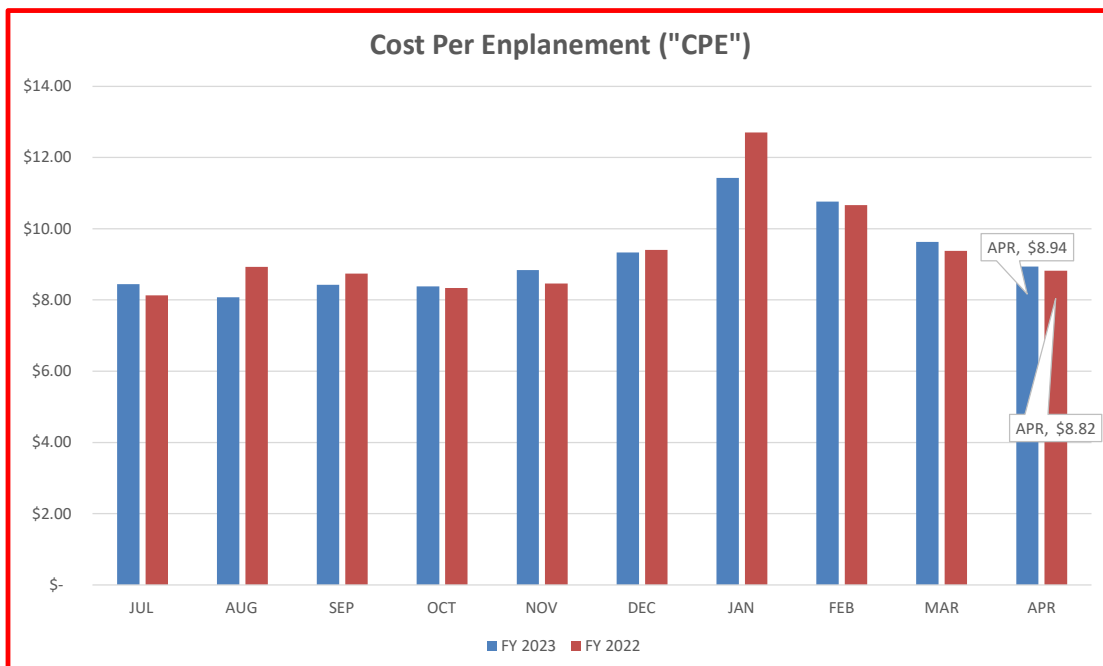
KEY OPERATING STATISTICS. April enplanements were 20,246, up 2.5% from the 19,758 in the previous period in 2022. April airline landings were less than budgeted (338 actual vs. 428 budgeted). Total Passengers for the month of April were 41,153 up from 40,109 in the previous period in 2022. Total aircraft operations for April were 4,604, down from 5,164 in the previous period in 2022, while Vehicle exit counts in the parking lots were 10,445 up 39.0% from the exit counts in April of 2022.

In April, American Airlines accounted for approximately 55.0% of the Airport's traffic.



In April the Airport's CPE was \$8.94, compared to \$8.82 in the same period in 2022 .

Chart 1



LIQUIDITY AND CAPITAL RESOURCES. As of April 30, 2023 the Airport had unrestricted cash and investments of \$15.826M with \$.987M of funds available under the CARES Grant; a draw of \$542K was funded on 5/11/2023 and the final draw for \$444.9K was submitted on 6/5/2023. Loan Proceeds of \$3,740,958 from the CalTrans Loan were received on 4/5/2023.

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

As of April 30, 2023 the Airport had Restricted PFC cash and investments of \$1.816M and Restricted CFC cash and investments of \$.913M.

The Current Ratio of unrestricted current assets to current liabilities is a very healthy 26.3X. Days Cash on Hand (based on FY 23 Budgeted Operating Expenses), was 610.

OPERATING INCOME. The Airport's higher than budgeted revenues and lower than budgeted operating expenses in April resulted in an operating income of \$288.5K, which is a favorable variance of \$209.80K to April's budgeted operating income of \$78.7K.

OPERATING INCOME				
	April 2023 ACTUAL	April 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
	\$	\$	\$	%
Operating Revenues	\$ 993,508	\$ 849,467	\$ 144,040	17%
Operating Expenses	(705,022)	(770,732)	65,710	9%
Operating Income	\$ 288,486	\$ 78,736	\$ 209,750	266%

REVENUES. April 2023 combined reported Airport Operating Revenues were \$993.5K, which was \$144.0K (17%) higher than budget (\$849.5K). This favorable variance was primarily due to higher Terminal Revenues and Interest Income.

	April 2023 ACTUAL	April 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
	\$	\$	\$	%
Terminal Revenues	\$ 535,230	\$ 430,460	\$ 104,770	24%
General Aviation	160,461	162,684	(2,223)	-1%
Non-Aviation	182,428	182,732	(304)	0%
Other Operating	76,840	70,900	5,940	8%
Interest Income	38,549	2,692	35,858	1332%
Total Operating Revenues	\$ 993,508	\$ 849,467	\$ 144,040	17%

Terminal Revenues:

Commercial Aviation fees (\$92.5K) for April were lower than the budget (\$95.8K) by \$3.3K/3%. This unfavorable variance was primarily due to lower than budgeted air carrier landings.

Terminal Rents (\$144.7K) for April were materially on budget (\$145.K).

TNC Permits & Trip Fees (\$19.8K) for April were higher than the budget (\$15.K) by \$4.8K/32%. This favorable variance was primarily due to higher than budgeted revenues for Uber and Lyft.

Terminal Concessions (\$24.6K) for April were higher than the budget (\$15.5K) by \$9.1K/59%. This favorable variance was primarily due to higher than budgeted revenues for Woody's, Lamar and Gifts & More.

Rental Car Concessions (\$139.1K) for April were higher than the budget (\$89.1K) by \$50.K/56%. This favorable variance was due primarily to higher than budgeted rental car activity for all the rental car companies.

Parking Concession (\$111.2K) for April was higher than the budget (\$65.8K) by \$45.4K/69%. Parking Concession revenues for April were budgeted at 6,795 parked cars with an average of \$9.68. In April the number of parked cars was more at 10,445 with an average of \$10.64 per car, resulting in a favorable variance.

General Aviation Revenues:

Heavy General Aviation revenues (\$127.5K) for April were materially on budget (\$129.8K)

Light General Aviation revenues (\$33.K) for April were materially on budget (\$32.8K).

Non-Aviation Revenues:

Non-Aviation revenues (\$182.4K) for April were materially on budget (\$182.7K).

Other Operating Revenues:

Other Operating revenues (\$76.8K) for April were higher than budget (\$70.9K) due primarily to higher than budgeted License Fees, Utility Chargebacks and Tenant Employee Parking.

Interest Income:

Interest Income (\$38.5K) for April exceeded budget (\$2.7K) due to higher than budgeted interest income earned on T-Bills.

EXPENSES. Total operating expenses of (\$705.K) for April were lower than the budget (\$770.7K) by \$65.7K/9%. This favorable variance was primarily due to lower Salaries & Taxes, Employer Benefits, and Repairs & Maintenance, partially offset by higher utilities; detailed analyses follows:

OPERATING EXPENSES - BY MAJOR CATEGORY TYPE				
	April 2023 ACTUAL	April 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Salaries & Taxes	\$ 164,390	\$ 195,058	\$ 30,668	16%
Employer Benefits	107,597	161,979	54,383	34%
Recruitment & Training	8,104	6,850	(1,254)	-18%
Business Expenses	31,973	30,849	(1,124)	-4%
Supplies & Materials	5,316	12,380	7,064	57%
Repairs & Maintenance	27,074	38,890	11,816	30%
Outside Services	245,141	242,799	(2,342)	-1%
Professional Services	31,634	29,405	(2,229)	-8%
Marketing, PR	27,341	24,405	(2,936)	-12%
Utilities	48,838	26,235	(22,603)	-86%
Interest Expense	7,614	1,881	(5,732)	-305%
Total Operating Expenses	\$ 705,022	\$ 770,732	\$ 65,710	9%

OPERATING EXPENSES - BY DEPARTMENT				
	April 2023 ACTUAL	April 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Admin & Finance	\$ 223,295	\$ 208,749	\$ (14,546)	-7%
Planning & Development	54,233	60,642	6,409	11%
Maintenance	118,084	149,934	31,850	21%
Operations	43,920	53,102	9,182	17%
Police	98,219	109,983	11,764	11%
Fire	140,010	160,747	20,737	13%
Board of Directors	14,885	15,773	888	6%
Rental Properties	4,763	9,920	5,157	52%
Interest Expense	7,614	1,881	(5,732)	-305%
Total Operating Expenses	\$ 705,022	\$ 770,732	\$ 65,710	9%

Salary & Tax Expenses (\$164.4K) for April were lower than the budget (\$195.1K) by \$30.7K/16%. This favorable variance was primarily due to lower salaries and wages for the Maintenance Department (\$10.4K) and the Admin & Finance Department (\$11.8K).

Employer Benefit Expenses (\$107.6K) for April were lower than the budget (\$162.K) by \$54.4K or 33.6%. This favorable variance was primarily due to lower UAL amortization expense (\$33.3K) from prepaying the \$4.0M in June of 2022, lower CalPERS Health Insurance (\$15.4K) and lower CalPERS Retirement (\$3.4K).

Personnel Recruitment, Training & Pre-Employment and Related Expenses (\$8.1K) for April were higher than budget (\$6.9K), due primarily to higher than budgeted Dues and Subscriptions.

Business Expenses (\$32.K) were higher than the budget (\$30.8K) by \$1.1K/4%. This unfavorable variance was primarily due to higher than budgeted Insurance (\$3.1K) and Telephone (\$.8K), partially offset by lower Telecommunications Expense (\$2.5K).

Supplies & Materials expenses (\$5.3K) for April were lower than the budget (\$12.4K) by \$7K or 57%. This favorable variance was primarily due to lower than budgeted District Vehicle Fuel (\$2.9K) and Custodial Supplies & Materials (\$4.5K).

Repair & Maintenance expenses (\$27.1K) for April were lower than budget (\$38.9K) due primarily to the timing of Airfield, Terminal, Rental Space and District Vehicle repair & maintenance items.

Outside Services expenses (\$245.1K) for April were materially on budget (\$242.8K).

Professional Service expenses for the Art Program, Architect & Engineer, Legal, Audit, Computer / LAN & IT, Environmental, and Human Resources (\$31.6K) for April were higher than the budget (\$29.4K) by (\$2.2K)/7.6%. This unfavorable variance was primarily due to higher than budgeted Human Resources (\$2.7K) expenses.

Marketing, Public Relations, Air Service Development and Social Media Marketing expenses (\$27.3K) for April were higher than the budget (\$24.4K) by \$2.9K or 12.0%. This unfavorable variance was primarily due to higher than budgeted Public Relations (\$4.5K) and Marketing (\$.4K), expenses, partially offset by lower Air Service Development (\$.2K), and Social Media Marketing expenses (\$1.7K).

Utilities expenses, combined, (\$48.8K) for April were higher than budget (\$26.2K) by \$22.6K due primarily to higher PG&E natural gas bills (\$15.4K), higher CalAm water bills (\$9.7K), partially offset by lower Electricity billings (\$2.7K).

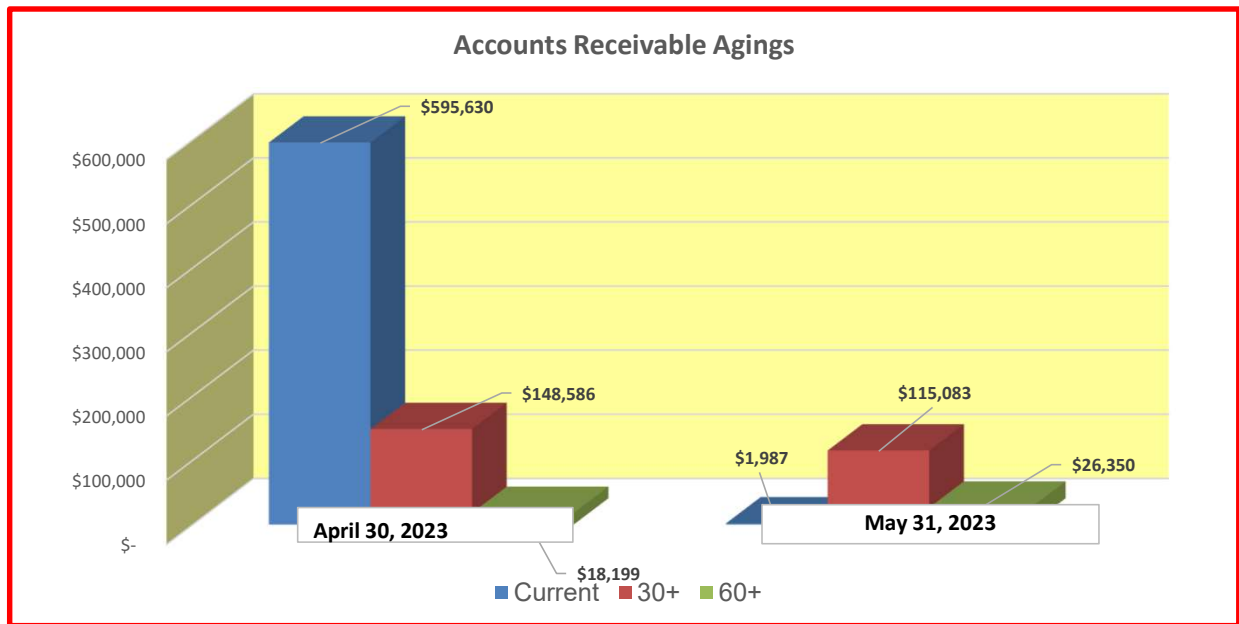
Interest expense was higher than the budget due to the new CalTrans Loan.

SELECTED BALANCE SHEET ANALYSES:

ACCOUNTS RECEIVABLE. The accounts receivable balance on April 30, 2023 was \$762.4K. This balance is \$148.8K or 24% higher than the March 31, 2023 balance (\$613.6K), and \$12.7K/2% higher than the \$749.7K balance on April 30, 2022. The accounts receivable balance over 60 days old on April 30, 2023, was \$18.2K.

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

Chart 2



Total accounts receivable of \$762.4K as of April 30, 2023 was comprised of \$140.9K/(18.5%) from Commercial Airlines, \$162.4K/(21.3%) from Rental Car companies, \$84.2K/(11.0%) from FBOs, \$193.5K/(25.4%) from Parking, \$28.2K/(3.7%) from the Monterey Hi-Way Self Storage, \$23.4K/(3.1%) from TNCs and Taxis, \$13.9K/(1.8%) from Woody’s and \$115.9K/(15.2%) from all other customer accounts.

The District carries a \$10K allowance for doubtful accounts. Prepaid accounts receivable as of April 30, 2023 of \$45.9K have been reclassified to deferred revenue.

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

Chart 3

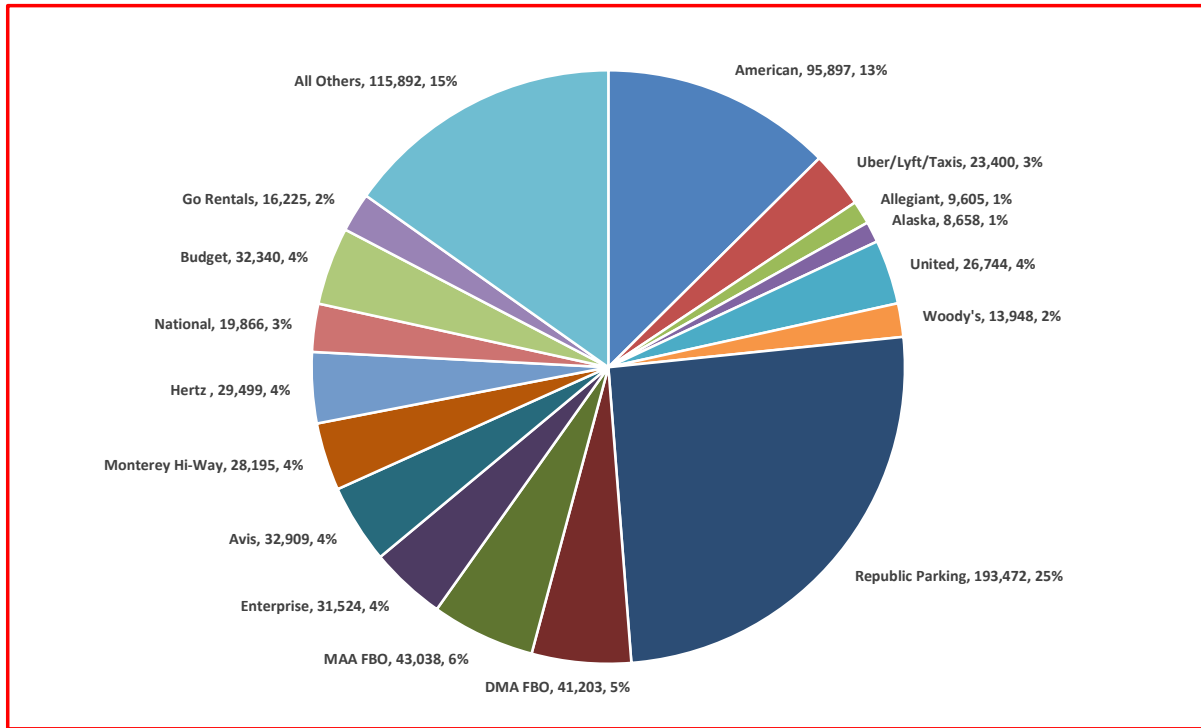
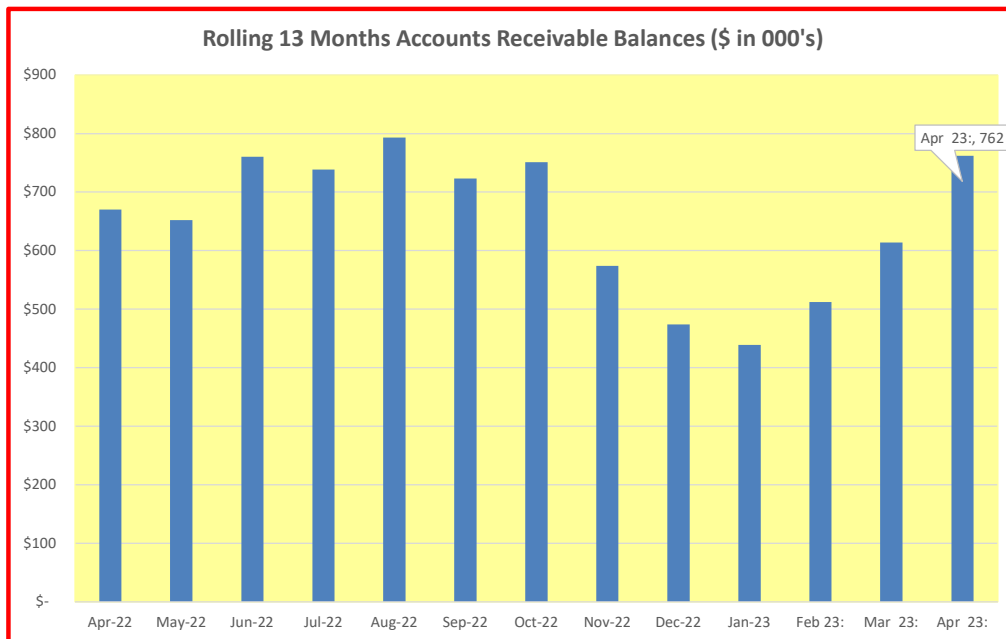


Chart 4 below depicts the total accounts receivable balances for the 13 months from April 2022 to April 2023.

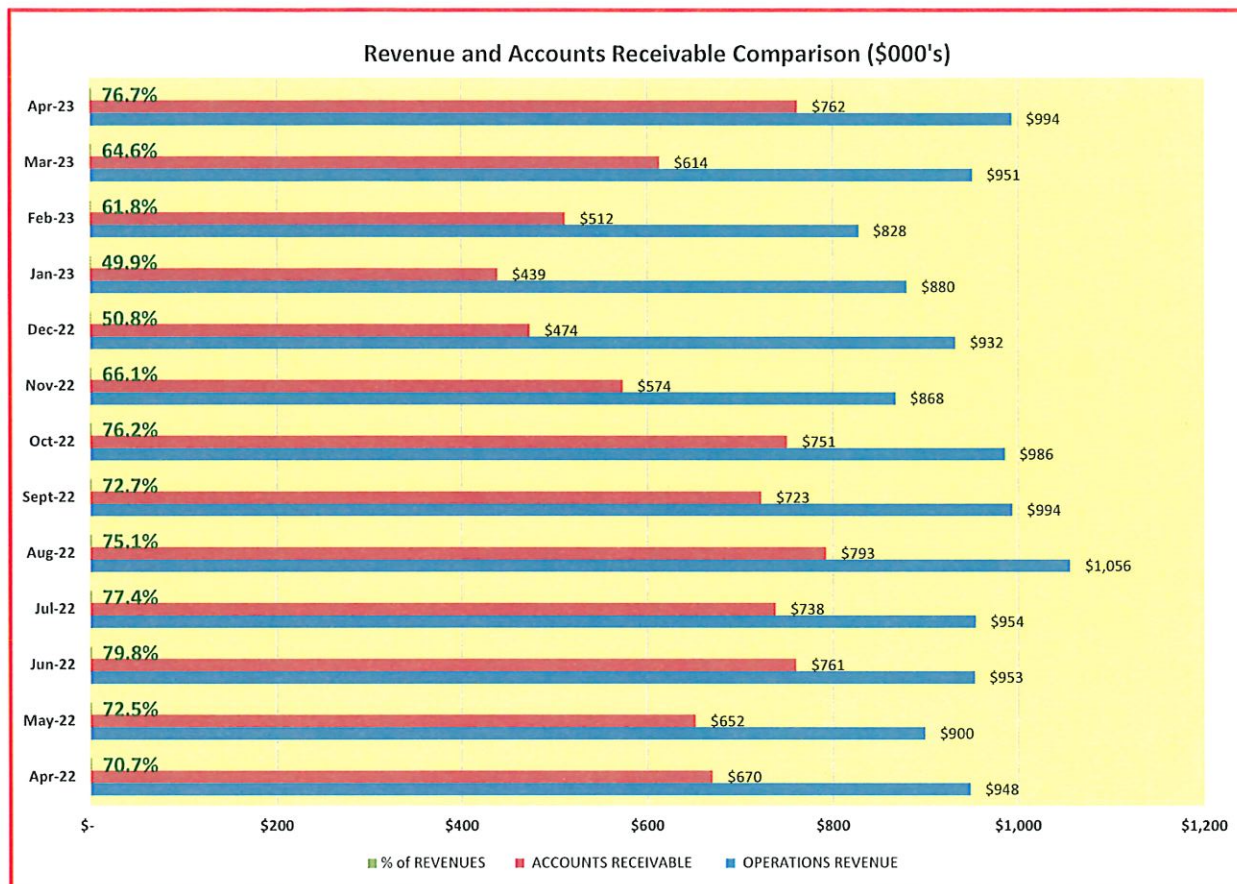
Chart 4



The balance of accounts receivable at month-end aligns with operating revenues in that month. The month-end balance of accounts receivable historically is approximately 50% to 70% of revenues. On April 30, 2023, accounts receivable is 76.7% of revenues and the rolling thirteen-month average is 68.8%.

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

Chart 5

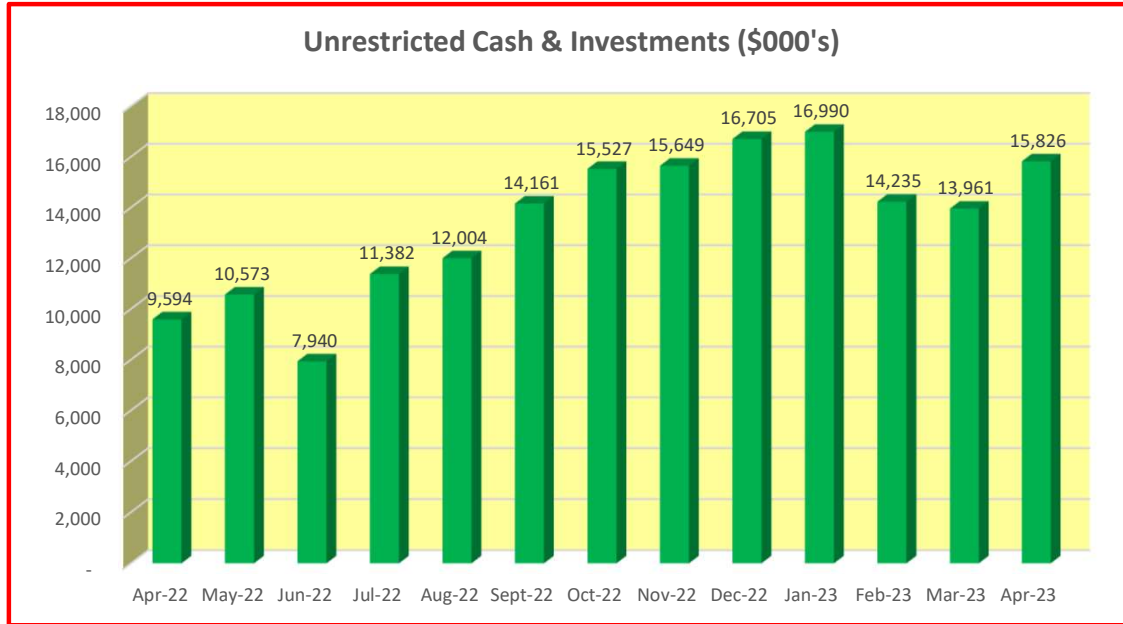


UNRESTRICTED CASH AND INVESTMENTS. The unrestricted cash and investments balance on April 30, 2023, was \$15.826M and the unrestricted cash and investments balance on March 31, 2023 was \$13.961M, an increase of \$1.865M.

The increase in unrestricted cash and investments was primarily due to: (1) cash provided by Capital and Related Financing Activities of \$3,046K, partially offset by (2) the net cash used by Operating Activities of \$748.6K (see Statement of Cash Flows on Page 17 for more details).

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

Chart 6



SELECTED OPERATING STATISTICS:

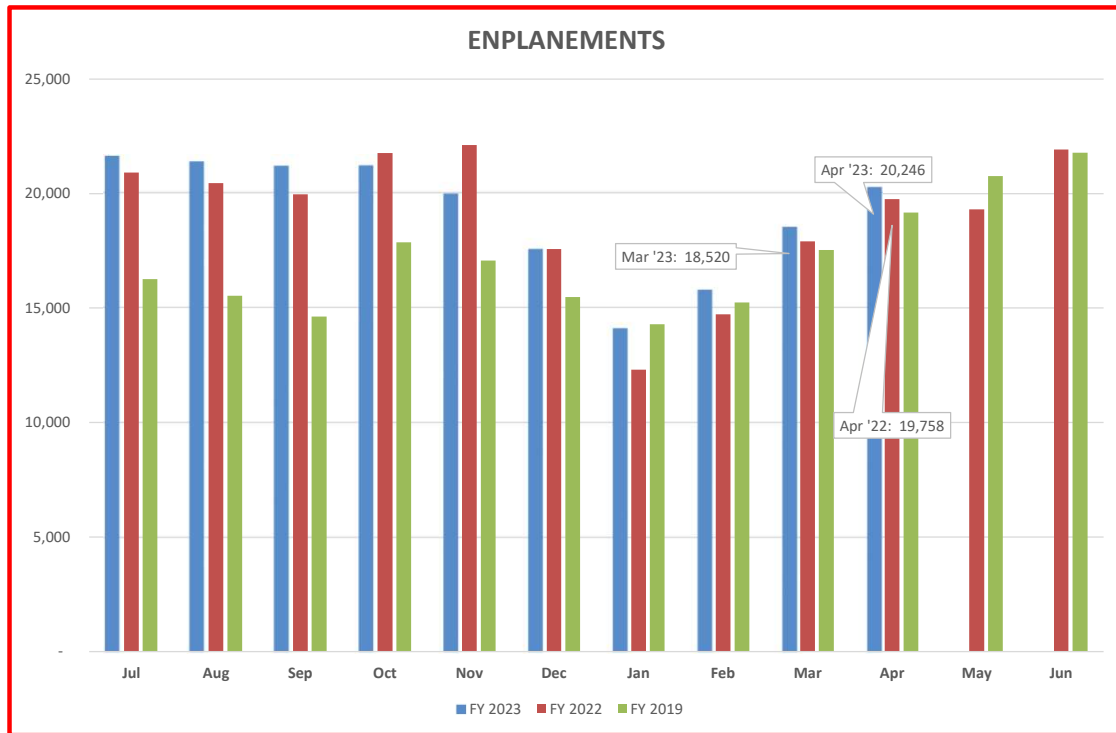
ENPLANEMENTS AND LOAD FACTORS. The table below presents simple load factors for fiscal years 2016 to 2023. Load factors indicate the customer utilization of available airline seat capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically annual load factors range from approximately 70% to 77%. Commercial Airline aircraft types have a direct impact on capacity and potential changes in enplanements. As the mix of aircraft and destinations change, the goal is to have load factors sustained or increased, which indicates that customers are willing to use the services offered by the Airlines.

Fiscal Year	April 30, 2023				FYTD			
	Load Factors	Enplanements	Available Seats	Flights	Load Factors	Enplanements	Available Seats	Flights
2023	76.2%	20,246	26,578	338	75.6%	191,637	253,549	3,494
2022	80.0%	19,758	24,687	385	74.1%	187,518	253,216	3,765
2021	62.2%	12,618	20,290	269	45.8%	69,792	152,468	2,077
2020	7.2%	601	8,344	118	69.5%	166,587	239,532	3,636
2019	67.1%	19,159	28,532	420	68.5%	163,070	238,135	3,565
2018	71.4%	16,400	22,964	354	76.7%	158,577	206,646	3,238
2017	71.3%	17,677	24,786	387	74.2%	169,714	228,698	3,518
2016	67.6%	15,886	23,508	326	75.0%	152,400	203,088	3,222

Airline/destination specific simple load factors for April 2023 were Alaska/SAN 87.0%, Alaska /SEA 86.0% American/DFW 82.1%, American/PHX 76.3%, United/DEN 89.7%, United/LAX 68.3%, United/SFO 67.9%, Allegiant/LAS 73.6%, and JSX/SNA 59.3%.

Chart 7 below presents a comparison of monthly enplanements for FY 2023 to all FY 2022 enplanements (which reflect the seasonality of the Airport's historical business cycle). When comparing enplanements for April 2023 (20,246) and March 2023 (18,520), enplanements increased by 1,726. When comparing April 2023 to April 2022, enplanements were up: (20,246) vs. (19,758).

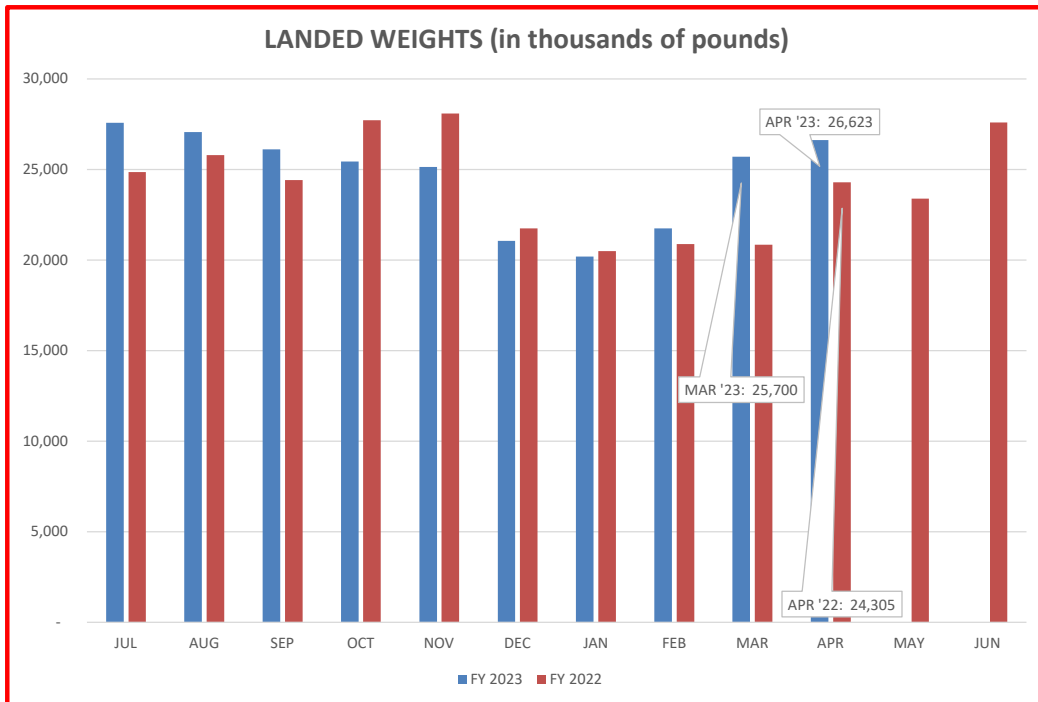
Chart 7



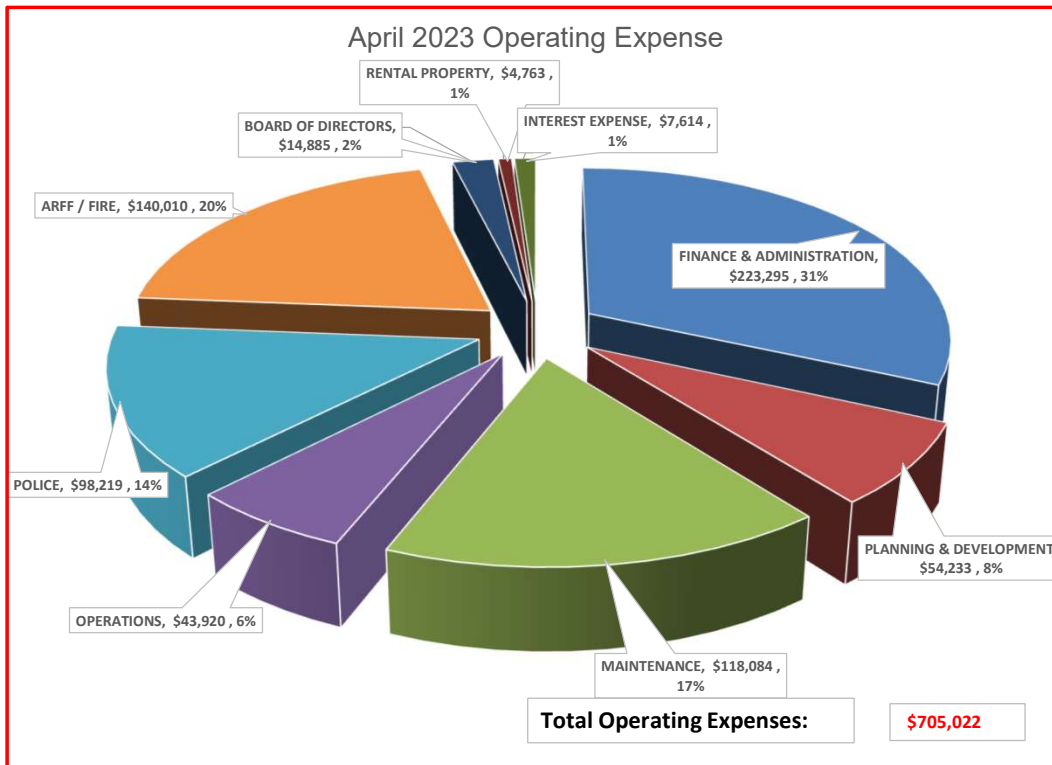
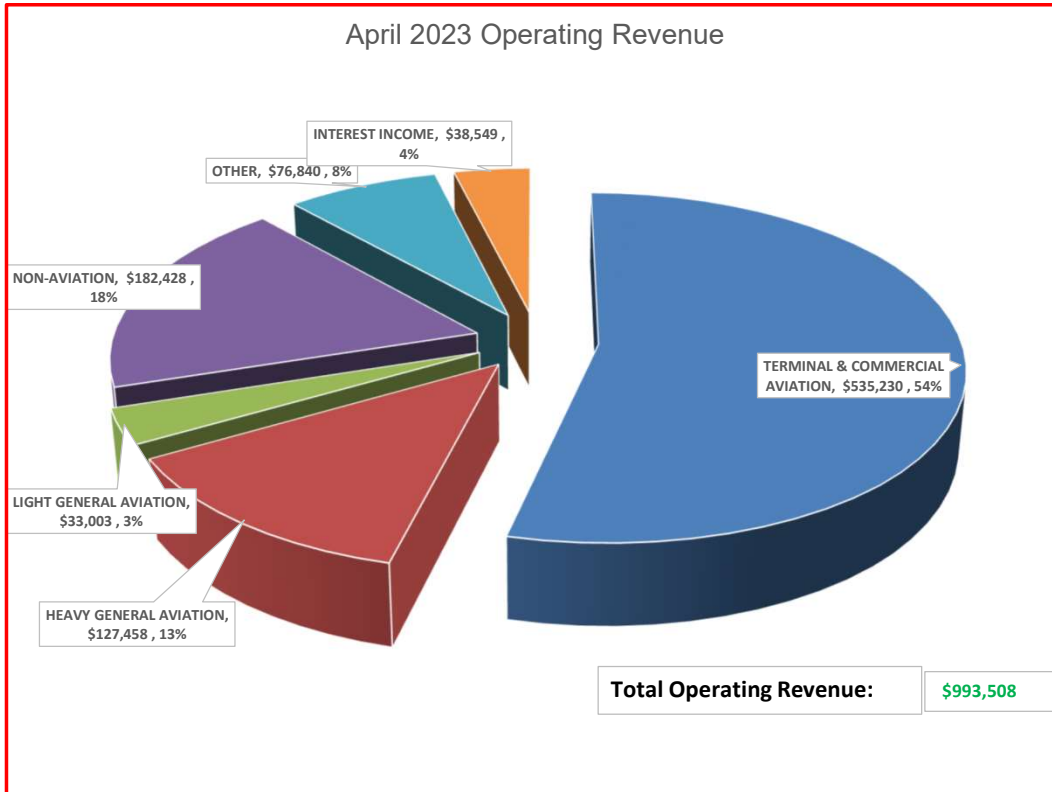
LANDED WEIGHTS. Chart 8 presents the Airport’s landed weights for FY 2022 to FY 2023. We expected landed weights to increase when American began up-gauging with heavier aircraft (the Mainline A319 has a Maximum Gross Landing Weight of 137,788 pounds, as compared to a Maximum Gross Landing Weight of 74,957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

Total landed weights for April 2023 were 26,623 thousand pounds, an increase of 2,318 thousand pounds over the 24,305 landed in the comparable period in 2022, and an increase of 923 thousand pounds over the 25,700 thousand pounds landed in March 2023.

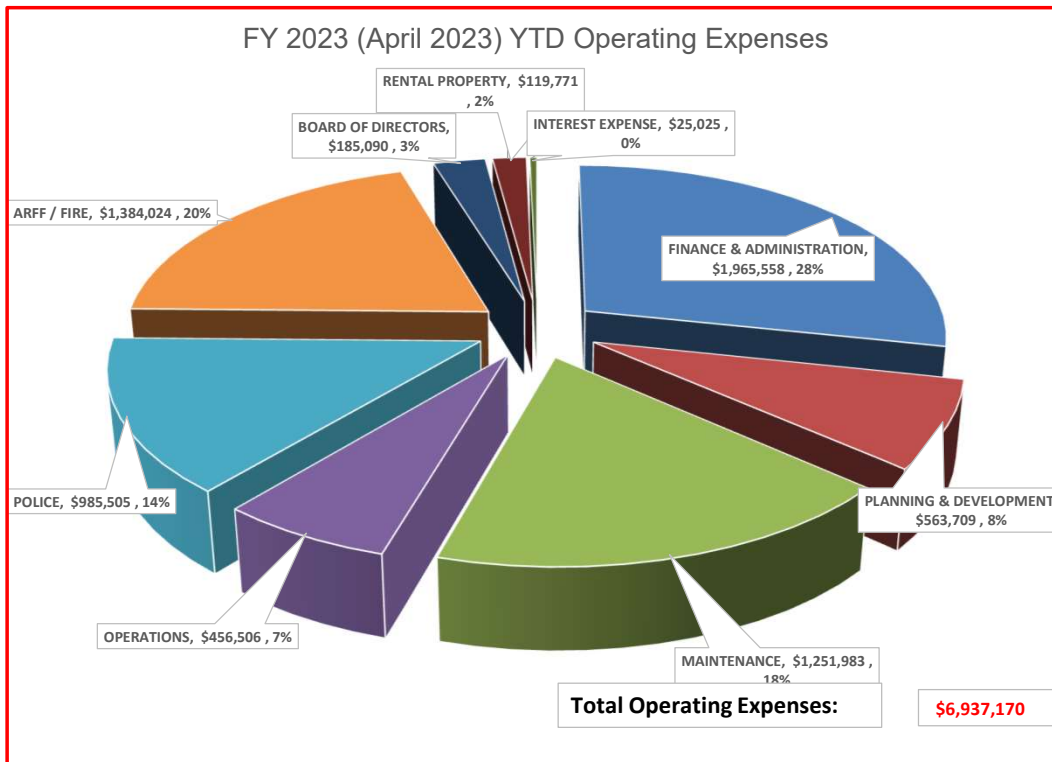
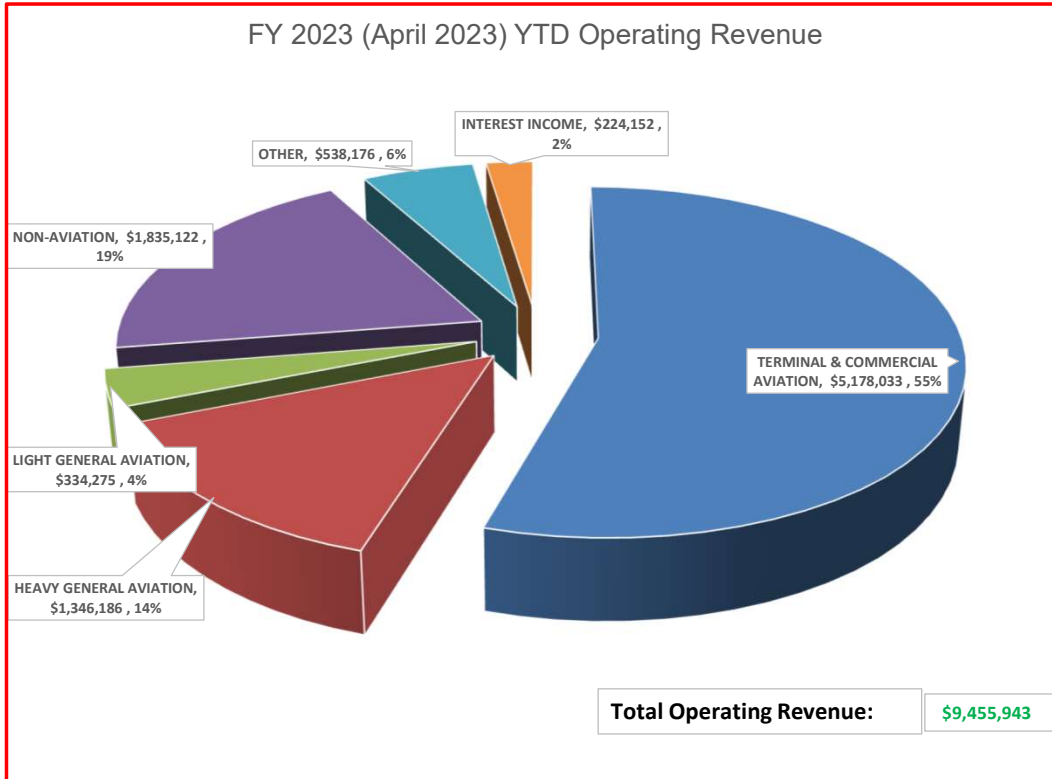
Chart 8



Monterey Peninsula Airport District



Monterey Peninsula Airport District



AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

Apr. 30, 2023

OPERATING STATISTICS	Apr. 30, 2023	Budget	%	Apr. 30, 2022	YTD FY 23	Budget	%	YTD FY 22
AIRPORT ACTIVITY								
Air Carrier Landings ¹	338	428	-21%	385	3,494	4,335	-19%	3,711
Landed Weight (in thousands of pounds)	26,623			24,305	246,857			239,153
Enplanements	20,246			19,758	191,521			187,518
Passengers (emp/dep)	41,153			40,109	381,589			375,366
Total Cargo (in pounds)	36,856			53,456	506,556			591,633
Commercial	1,292			1,469	13,969			15,330
General Aviation	3,182			3,394	29,351			32,354
Military	130			301	1,705			2,729
TOTAL AIRCRAFT OPERATIONS	4,604	0	0	5,164	45,025	0	0	50,413
VEHICLE EXIT COUNT								
Long Term (1) Lot	2,208			1,781	24,369			18,197
Upper Short Term (2) Lot	2,181			1,922	18,538			19,389
Lower Short Term (3) Lot	6,056			3,813	54,680			45,928
TOTAL VEHICLE EXIT COUNT	10,445	0	0	7,516	97,587	0	0	83,514

1: Cancelled Flight Landings: Current Month =2 (2 - Alaska /0 - Allegiant /0 - American /0 - United) FYTD = 47 (12 - Alaska /0 - Allegiant /19 - American /16 - United)

	Apr. 30, 2023	Apr. 30, 2023	Var.	Apr. 30, 2022	YTD FY 23	Budget	Var.	YTD FY 22
	ACTUAL	Budget	\$	15%	ACTUAL	Budget	\$	ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, RON, Apron, and Fuel Flowage Fees	\$ 92,512	\$ 95,815	\$ (3,303)	85,873	\$ 863,607	\$ 958,898	\$ (95,291)	814,406
Rents	144,674	145,044	(370)	144,724	1,449,434	1,450,440	(1,006)	1,458,524
TCP Operator Permits	420	450	(30)	490	4,771	4,500	271	5,191
Taxi Operator Permits & Trip Fees	2,982	3,739	(757)	5,077	30,745	43,265	(12,521)	42,170
TNC Permits, Trip Fees and Peer-to-Peer Rentals	19,752	15,000	4,752	17,145	170,052	137,157	32,895	140,103
Concessions	24,625	15,527	9,098	19,667	231,339	178,760	52,579	180,355
Rental Car	139,103	89,129	49,974	140,108	1,477,935	1,243,442	234,494	1,412,695
Parking	111,162	65,755	45,407	89,261	950,149	854,006	96,144	861,944
HEAVY GENERAL AVIATION								
GA Landing Fees	30,993	36,600	(5,607)	42,369	364,852	389,577	(24,725)	427,972
FBO Rent	58,677	60,232	(1,555)	57,780	586,770	602,320	(15,550)	577,800
Fuel Fees	37,788	33,007	4,781	39,451	394,564	395,745	(1,181)	404,284
LIGHT GENERAL AVIATION								
NON-AVIATION	33,003	32,845	158	32,762	334,275	328,450	5,825	320,145
OTHER OPERATING REVENUE	182,428	182,732	(304)	187,848	1,835,122	1,818,042	17,080	1,842,981
INTEREST INCOME	76,840	70,900	5,940	77,084	538,176	355,600	182,576	353,730
TOTAL OPERATING REVENUE	\$ 993,508	\$ 849,467	\$ 144,040	\$ 935,431	\$ 9,455,943	\$ 8,796,118	\$ 659,825	\$ 8,857,745

OPERATING EXPENSE								
Finance & Administration	\$ 223,295	\$ 208,749	\$ 14,546	180,571	\$ 1,965,558	\$ 2,103,491	\$ (137,933)	1,194,247
Planning & Development	54,233	60,642	(6,409)	53,676	563,709	618,997	(55,288)	275,670
Maintenance & Custodial Services	118,084	149,934	(31,850)	130,480	1,251,983	1,585,433	(333,451)	757,961
Airport Operations	43,920	53,102	(9,182)	39,482	456,506	535,307	(78,801)	259,961
Police Department	98,219	109,983	(11,764)	102,787	985,505	1,098,548	(113,043)	620,067
ARFF /Fire Services	140,010	160,747	(20,737)	151,865	1,384,024	1,601,959	(217,936)	905,018
Board of Directors	14,885	15,773	(888)	14,126	185,090	306,230	(121,140)	88,399
Office Rentals	4,763	9,920	(5,157)	12,397	119,771	114,330	5,441	86,474
Interest Expense	7,614	1,881	5,732	2,693	25,025	19,268	5,757	31,432
TOTAL OPERATING EXPENSE	\$ 705,022	\$ 770,732	\$ (65,710)	\$ 688,077	\$ 6,937,170	\$ 7,983,564	\$ (1,046,394)	\$ 4,219,229

OPERATING INCOME	\$ 288,486	\$ 78,736	\$ 209,750	\$ 247,354	\$ 2,518,773	\$ 812,554	\$ 1,706,219	\$ 4,638,516
DISTRICT CAPITAL EXPENDITURES (See Page 20)	\$ (479,116)	\$ (955,750)	\$ 476,634	\$ (123,916)	\$ (3,785,238)	\$ (7,287,630)	\$ 3,502,392	\$ (195,547)
DEBT SERVICE - PRINCIPAL ONLY	\$ (7,864)			\$ (48,164)	\$ (122,526)			\$ (288,981)

MONTEREY PENINSULA AIRPORT DISTRICT
Statements of Net Position

	<u>Apr. 30, 2023 (Unaudited)</u>	<u>June 30, 2022 (Audited)</u>
ASSETS:		
Current assets:		
Unrestricted:		
Cash	\$ 4,512,751	\$ 2,004,131
Investments - L.A.I.F.	2,726,533	5,581,919
Investments - T-Bills	7,850,968	-
Investments - Negotiable CDs	1,070,030	768,848
Accounts receivable, net of \$10,000 allowance	752,414	763,199
Accrued Interest receivable	67,249	8,014
Leases receivable (GASB 87), current portion ⁽¹⁾	1,092,200	1,092,200
FAA Grant Receivable	-	4,806,805
Prepaid and other assets	428,396	183,582
	<u>18,500,541</u>	<u>15,208,699</u>
Restricted:		
Cash	2,868,018	2,392,750
Investments - Negotiable CDs	562,550	540,013
Total restricted current assets	<u>3,430,568</u>	<u>2,932,763</u>
Total Current Assets	<u>21,931,109</u>	<u>18,141,462</u>
Noncurrent assets:		
Leases receivable (GASB 87), net of current portion ⁽¹⁾	9,945,002	10,855,165
Capital assets:		
Construction-in-Process	22,250,073	14,000,068
Non-depreciable land	4,206,755	4,206,755
Depreciable capital assets, net	63,633,438	66,179,970
	<u>90,090,265</u>	<u>84,386,793</u>
	<u>100,035,268</u>	<u>95,241,958</u>
	<u>121,966,376</u>	<u>113,383,419</u>
DEFERRED OUTFLOWS OF RESOURCES:		
Actuarial valuation of deferred outflows related to pensions ⁽²⁾	6,194,423	6,194,423
Actuarial valuation of deferred outflows related to OPEB ⁽⁴⁾	410,942	410,942
	<u>6,605,365</u>	<u>6,605,365</u>
LIABILITIES:		
Current liabilities:		
Accounts Payable	723,918	935,434
Accrued liabilities	113,327	177,401
Unearned revenues, current portion	52,500	16,826
Accrued compensated absences, current portion	34,044	34,044
Due to the City of Monterey	0	19,966
Loans payable, current portion	209,972	209,972
Funds held in trust (CFCs)	1,103,470	922,457
Total Current Liabilities	<u>2,237,231</u>	<u>2,316,100</u>
Long-term liabilities:		
Security deposits	461,875	442,154
Unearned revenues, net of current portion	230,044	238,921
Accrued compensated absences, net of current portion	134,656	155,573
Loans payable, net of current portion	5,857,051	2,238,619
Actuarial valuation of net pension liability ⁽⁶⁾	6,509,179	6,509,179
Actuarial valuation of OPEB liability ⁽⁷⁾	2,032,252	2,032,252
Total Long-Term Liabilities	<u>15,225,058</u>	<u>11,616,699</u>
Total Liabilities	<u>17,462,289</u>	<u>13,932,798</u>
DEFERRED INFLOWS OF RESOURCES:		
Actuarial valuation of deferred inflows related to pensions ⁽³⁾	5,159,271	5,159,271
Actuarial valuation of deferred inflows related to OPEB ⁽⁵⁾	737,385	737,385
Deferred inflows related to leases (GASB 87) ⁽¹⁾	11,037,202	11,947,365
Total Deferred Inflows of Resources	<u>16,933,858</u>	<u>17,844,021</u>
NET POSITION:		
Net investment in capital assets	83,440,534	81,250,855
Restricted - unspent Passenger Facilities Charges	1,806,230	1,611,495
Restricted - Cash Assets	1,496,344	881,507
Unrestricted	7,432,486	4,468,108
	<u>\$ 94,175,594</u>	<u>\$ 88,211,965</u>

See Notes to Statements of Net Position.

Notes to Statement of Net Position
As of Apr. 30, 2023

	Lease Receivable	Lease Interest	Total Lease Payments
1. Lease Receivable (GASB 87)			
Current:			
FY 2023	\$ 1,092,200	\$ 343,580	\$ 1,435,780
Noncurrent:			
FY 2024	214,624	129,216	343,841
FY 2025	1,046,968	277,587	1,324,555
FY 2026	1,007,337	246,749	1,254,086
FY 2027	1,043,172	215,988	1,259,160
FY 2028-FY2032	2,689,211	763,579	3,452,790
FY 2033-FY2037	1,182,766	493,643	1,676,409
FY 2038-FY2042	1,001,169	342,175	1,343,344
FY 2043-FY2047	1,099,260	181,320	1,280,580
FY 2048-FY2052	581,179	51,152	632,331
FY 2053	79,316	1,094	80,410
	9,945,002	2,702,503	12,647,506
	\$ 11,037,202	\$ 3,046,083	\$ 14,083,286

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.

2. Deferred Outflows of Resources related to Pensions

Pension contributions subsequent to measurement date	\$ 5,035,621
Differences between expected and actual experience	1,022,699
Adjustments due to differences in proportions	136,103
	\$ 6,194,423

3. Deferred Inflows of Resources related to Pensions

Net differences between projected and actual earnings on pension plan investments	\$ 4,297,015
Adjustments due to differences in proportions	9,981
Differences between actual contributions and the proportionate share of contributions	852,275
	\$ 5,159,271

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	\$ 178,572
Differences between expected and actual experience	137,447
Contributions made subsequent to the Measurement Date	94,923
	\$ 410,942

5. Deferred Inflows of Resources related to OPEB

Changes in assumptions	\$ 84,280
Differences between expected and actual experience	653,105
	\$ 737,385

6. Net Pension Liability

CalPERS - Miscellaneous Plan (6/30/2021 Measurement Date)	\$ 1,522,217
CalPERS - Safety Plan (6/30/2021 Measurement Date)	4,986,961
	\$ 6,509,178

7. Total OPEB Liability

Actives	\$ 302,431
Retirees	1,729,821
	\$ 2,032,252

MONTEREY PENINSULA AIRPORT DISTRICT
Statement of Cash Flows

	April 2023 (Unaudited)	FYTD 2023 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Receipts from customers	\$ 791,572	\$ 9,289,095
Payments to vendors for goods and services	(1,368,692)	(5,553,884)
Payments for employees pension and OPEB benefits	(68,235)	(697,651)
Payments to employees for services	(103,219)	(1,221,898)
Net Cash Provided (Used) by Operating Activities	(748,575)	1,815,662
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:		
Proceeds from operating grants (CARES Act)	-	2,945,671
Net cash provided by non-capital financing activities	-	2,945,671
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Proceeds from FAA Grants and Passenger Facilities Charges	316,074	9,699,801
Proceeds from Customer Facilities Charges	46,648	435,656
CalTrans Loan Proceeds	3,740,958	3,740,958
Acquisition and construction of capital assets	(1,049,893)	(10,348,151)
Interest paid on loans	-	(19,293)
Principal paid on loans	(7,864)	(122,526)
Net cash provided (used) by capital and related financing activities	3,045,923	3,386,445
CASH FLOWS FROM INVESTING ACTIVITIES:		
Investment income received	(46,086)	100,808
Investments (purchased)	1,038,806	(5,264,698)
Net cash (used) by investing activities	992,720	(5,163,890)
Net Change in Cash and Cash equivalents	3,290,068	2,983,887
Cash and Cash Equivalents at Beginning of Period	4,090,700	4,396,882
Cash and Cash Equivalents at End of Period	\$ 7,380,768	\$ 7,380,769
STATEMENT OF NET POSITION		
CLASSIFICATION OF CASH AND CASH EQUIVALENTS:		
Unrestricted	\$ 4,512,751	\$ 4,512,751
Restricted	2,868,018	2,868,018
Total cash and cash equivalents	\$ 7,380,768	\$ 7,380,768
Reconciliation of operating loss to net cash provided (used) by operating activities:		
Operating Loss after Depreciation and Amortization	\$ (209,717)	\$ (2,325,033)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Depreciation and amortization	467,267	4,644,679
(Increase) decrease in:		
Accounts receivable	(148,787)	10,785
Prepaid and other current assets	80,630	(244,815)
Increase (decrease) in:		
Accounts payable	(937,004)	(211,516)
Accrued liabilities	12,596	(64,074)
Security deposits	1,575	19,721
Unearned revenues	(16,174)	26,797
Accrued compensated absences	1,040	(20,917)
Due to the City of Monterey	-	(19,966)
Total Adjustments	(538,858)	4,140,695
Net cash provided (used) by operating activities	\$ (748,575)	\$ 1,815,662
Non-cash capital and related financing activities:		
Acquisition of capital assets in accounts payable	\$ 582,708	\$ 582,708
Accrued interest on CEC loan	\$ 1,881	\$ 19,293

MONTEREY PENINSULA AIRPORT DISTRICT
FINANCIAL STATEMENTS UNAUDITED

	FY 2023 April ACTUAL	FY 2023 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH:		
CASH RECEIVED - OPERATING REVENUE	\$ 954,958	\$ 9,231,791
CASH RECEIVED - INTEREST INCOME	38,549	224,152
CASH RECEIVED	<u>993,508</u>	<u>9,455,943</u>
USES OF CASH -- OPERATIONS:		
CASH (DISBURSED) - OPERATING EXPENSE	(697,408)	(6,912,145)
CASH (DISBURSED) - DEBT SERVICE (INTEREST EXPENSE)	(1,881)	(19,293)
CASH (DISBURSED) - DEBT SERVICE (PRINCIPAL REDUCTION)	<u>(7,864)</u>	<u>(122,526)</u>
CASH (DISBURSED)	<u>(707,154)</u>	<u>(7,053,964)</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>286,354</u>	<u>2,401,979</u>
SOURCES (USES) OF CASH -- CAPITAL PROGRAM:		
CASH (DISBURSED) - ALL CAPITAL PROJECTS (See Page 20)	(1,049,893)	(10,266,935)
LOAN PROCEEDS - CALTRANS LOAN	3,740,958	3,740,958
CASH REIMBURSED - ALL CAPITAL PROJECTS (See Page 21)	<u>236,029</u>	<u>4,614,156</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>2,927,094</u>	<u>(1,911,821)</u>
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ 3,213,448</u>	<u>\$ 490,158</u>

Supplemental Information:

PAID FROM 2023 OPERATING INC:	DATE PAID	AMOUNT PAID	AMOUNT UNAMORTIZED
WORKER'S COMP PREPAID	7/1/2022	(43,405)	9,439
UAL PREPAID 07-01-2022	7/1/2022	(628,029)	(102,485)
			<u>\$ (93,046)</u>
FAA CARES, CRRSA and ARPA Grants Billed FYTD (See Page 24)			<u>\$ 3,387,467</u>

FISCAL YEAR 2023
FINANCIAL STATEMENTS UNAUDITED
Construction-In-Progress
Apr. 30, 2023

Project Number/AIP #	Project Name	Balance at 30-Jun-22	FYTD Additions	FYTD Placed in Service	Balance at Apr. 30, 2023	Total Project Budget	Percentage Physically Complete
CFC Funded:							
2019-03	Water Distribution System	\$535,192	\$379,057		\$ 914,249	\$2,828,058	45%
PFC Funded:							
2020-04	CCTV and Perimeter Camera System	-	64,819		64,819	200,000	50%
FAA Funded:							
2020-12/AIP 73	Northside GA Apron Construction	8,516,259	614,846		9,131,105	11,000,000	99%
2020-13/AIP 72	Northeast VSR Improvements	1,912,961	103,970	(2,016,931)	-	1,946,065	100%
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	2,429,001	673,282		3,102,283	3,350,000	100%
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	374,767	3,760,870		4,135,637	6,603,000	35%
2023-01	SEP Phase D1 - Terminal Design	150	4,750		4,900	3,775,000	0%
District Only Funded:							
2020-14	Northwest Building Abatement	203,879	-		203,879	350,000	50%
2022-02	Vehicle Replacement	27,859	53,357	(81,216)	-	n/a	n/a
2023-04	2801 Property Repairs	-	23,490		23,490	350,000	0%
2023-05	Fred Kane to Skypark Paving	-	31,661		31,661	250,000	
2023-06	Airfield Vehicle Gates - \$100K	-	15,833		15,833	100,000	15%
2023-07	Terminal Building Painting	-	160,000		160,000	160,000	100%
2023-07	West Hold Room Passenger flow upgrades	-	58,004	-	58,004	165,000	95%
2023-08	SE Hangar Relocation - \$7M	-	4,404,212		4,404,212	7,000,000	15%
		\$ 14,000,068	\$ 10,348,152	\$ (2,098,147)	\$ 22,250,073	\$ 38,077,123	

FISCAL YEAR 2023
Airport Capital Improvements / Capital Expenditures
FINANCIAL STATEMENTS UNAUDITED
Apr. 30, 2023

Airport Improvement Programs

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

Actual FY 2023		
Current Period		
\$	479,116.15	46%
	443,311.00	42%
	104,210.99	10%
	23,254.50	2%
\$	1,049,892.64	100%

Actual FY 2023		
Year-To-Date		
\$	3,785,237.63	37%
	5,386,154.34	52%
	718,986.53	7%
	376,556.90	4%
\$	10,266,935.40	100%

FY 2022/23 District Capital Expenses/Budget:

	Actual PTD	Budget PTD	Actual FYTD	Budget FYTD
2019-03 Water Distribution System	C \$ 25,754.50	-	\$379,057.23	\$ 1,051,705.00
2020-04 CCTV and Perimeter Camera System	R 58,540.35	-	64,819.32	200,000.00
2020-12 Northside GA Apron Construction	R 18,787.75	-	614,846.02	440,194.00
2020-13 Northside VSR Improvement	-	-	103,969.95	-
2020-14 Northwest Building Abatement	D -	50,000.00	-	194,425.00
2021-04 SEP Phase A1 Commercial Apron	R -	-	673,282.07	1,398,403.00
2022-01 SEP Phase B1/B2/B3-ARFF Design	R 470,193.89	949,167.00	3,760,869.91	6,666,670.00
2022-02 Replacement Vehicles	D -	-	(27,859.00)	55,000.00
2023-01 SEP Phase D1 Terminal Design	R -	209,720.00	4,750.36	2,097,200.00
2023-02 Runway 28L-10R Treatment	R -	-	-	2,170,000.00
2023-03 Commercial Apron Construction	R -	620,000.00	-	620,000.00
2023-04 2801 Property Repairs	D -	175,000.00	23,489.45	350,000.00
2023-05 Fred Kane to Skypark Pavement Improvements	D 16,071.40	-	31,661.40	250,000.00
2023-06 Airfield Vehicle Gate Upgrades	D -	-	15,833.00	100,000.00
2023-07 Terminal Building Outside Painting	D 17,145.00	-	160,000.00	160,000.00
2023-07 West Hold Room Passenger Flow Upgrades	D -	-	58,003.93	165,000.00
2023-08 Southeast Hangar Relocation	D 443,399.75	505,750.00	4,404,211.76	4,511,500.00
	\$1,049,892.64	\$2,509,637.00	\$10,266,935.40	\$20,430,097.00

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

FISCAL YEAR 2023
FINANCIAL STATEMENTS UNAUDITED
Reimbursements of Construction-In-Progress
Apr. 30, 2023

Project Number/AIP #	Project Name	FAA	PFC	CFC	Totals
Jul 2022 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System			14,950	
FAA/PFC Funded:					
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	171,860	6,711		
		171,860	6,711	14,950	\$193,521
Aug 2022 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System			1,402	
FAA/PFC Funded:					
2020-12/AIP 73	Northside GA Apron Construction		2,151		
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	116,876	45,640		
		116,876	47,791	1,402	\$166,069
Sept 2022 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System				
FAA/PFC Funded:					
2020-12/AIP 73	Northside GA Apron Construction	252,159	25,975		
2020-13/AIP 72	Northeast VSR Improvements	258,990			
		511,149	25,975	-	\$537,125
Oct 2022 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System			64,185	
FAA/PFC Funded:					
2020-12/AIP 73	Northside GA Apron Construction	5,127			
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	305,523	21,439		
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	615,670			
		926,320	21,439	64,185	\$1,011,944
Nov 2022 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System				
FAA/PFC Funded:					
2020-12/AIP 73	Northside GA Apron Construction	194,123	22,379		
2020-13/AIP 72	Northeast VSR Improvements	18,863	84,352		
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	111,466	10,924		
		324,452	117,655	-	\$442,107
Dec 2022 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System				
FAA/PFC Funded:					
2020-12/AIP 73	Northside GA Apron Construction		953		
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	468,951	12,733		
		468,951	13,686	-	\$482,637
Jan 2023 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System			20,983	
FAA/PFC Funded:					
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	378,524			
		378,524	0	20,983	\$399,507
Feb 2023 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System			35,098	
FAA/PFC Funded:					
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	181,726			
		181,726	0	35,098	\$216,824
Mar 2023 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System			118,024	
FAA/PFC Funded:					
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	810,369			
		810,369	0	118,024	\$928,393
Apr 2023 Reimbursements					
CFC Funded:					
2019-03	Water Distribution System			-	
FAA/PFC Funded:					
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	236,029			
		236,029	0	-	\$236,029
		\$4,126,256	\$233,257	\$254,642	\$4,614,156

FISCAL YEAR 2023
Schedule Of Cash and Investments
FINANCIAL STATEMENTS UNAUDITED

	Purchase Date	Maturity Date	Value At Apr. 30, 2023	Interest Rate
UNRESTRICTED:				
U.S. Treasury Bills - MPAD (JP Morgan custodian):				
U.S. Treasury Bill - \$1,000,000	03/3/23	05/02/23	992,383.33	4.67%
U.S. Treasury Bill - \$1,000,000	03/3/23	06/01/23	988,325.00	4.79%
U.S. Treasury Bill - \$2,000,000	03//7/23	07/05/23	1,968,000.00	4.96%
U.S. Treasury Bill - \$4,000,000	03/3/23	08/31/23	3,902,260.00	5.06%
			<u>7,850,968.33</u>	
Pooled Money Investment Account - MPAD				
State of California - Local Agency Investment Fund	Various	Various	2,799,335.31	2.07%
Money Market Account - MPAD				
JP Morgan Chase - District Reserve - Money Market Account			250,013.95	0.01%
Debt Service Accounts - MPAD				
JP Morgan Chase - California Energy Commission Loan Reserve			94,940.84	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD				
American Express NATL BK	04/13/22	04/15/24	200,000.00	2.25%
Capital One Bank USA New York CFT DEP ACT/365	04/13/22	04/15/25	250,000.00	2.60%
Goldman Sachs Bk USA New York CTF DEP ACT/365	04/13/22	04/15/25	200,000.00	2.25%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365	06/13/19	06/13/23	125,000.00	3.30%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365	06/28/22	07/08/24	250,000.00	3.30%
Cash And Cash Equivalents	Various	Various	70,852.00	Variable
			<u>1,095,852.00</u>	
CalTrans Loan Proceeds - MPAD				
JP Morgan Chase			3,407,039.27	
General Accounts - MPAD				
JP Morgan Chase - various checking accounts			426,837.86	
			15,924,987.56	
			(72,802.20)	
			(25,822.01)	
			<u>\$ 15,826,363.35</u>	
Subtotal: Unrestricted Cash and Investments				

FISCAL YEAR 2023
Schedule Of Cash and Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At Apr. 30, 2023</u>	<u>Interest Rate</u>
RESTRICTED:				
Passenger Facility Charges (PFCs) - RESTRICTED:				
JP Morgan Chase - Passenger Facility Charges (PFCs)			\$ 1,243,680.44	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents:				
American Express NATL BK	04/13/22	04/15/24	100,000.00	2.60%
Capital One Bank USA New York CFT DEP ACT/365	04/13/22	04/15/25	100,000.00	3.15%
Goldman Sachs Bk USA New York CTF DEP ACT/365	04/13/22	04/15/24	100,000.00	2.25%
Cash and Cash Equivalents	Various	Various	272,012.86	Variable
			<u>572,012.86</u>	
			<u>\$ 1,815,693.30</u>	
Customer Facility Charges (CFCs) - RESTRICTED:				
JP Morgan Chase - Customer Facility Charges (CFCs)			<u>\$ 913,060.38</u>	0.01%
Tenant's Security Deposits - RESTRICTED:				
JP Morgan Chase - Money Market Account			<u>\$ 461,912.28</u>	0.01%
Airport Improvement Program - RESTRICTED:				
JP Morgan Chase - AIP Checking Account			<u>\$ 249,364.69</u>	
CalTrans Annual Debt Service - RESTRICTED:				
			<u>\$ 333,918.73</u>	
			3,773,949.38	
Sub-Total: MPAD Cash and Investments - Restricted			(9,463.00)	
			<u>3,764,486.38</u>	
			<u>\$ 19,590,849.73</u>	
Total MPAD Cash and Investments:			<u>\$ 19,590,849.73</u>	

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

CARES ACT GRANT -3-06-0159-071-2021		Total Draws		FY 2023	
Grant Date	Grant Amount	Prior Fiscal Years	Draws	Balance	
5/13/2020	\$ 12,664,025	\$ 8,289,975	\$ 3,387,467	\$ 986,583	
CRSSA ACT CONCESSIONS GRANT -3-06-0159-075-2021					
Grant Date	Grant Amount		Total Draws*	Balance	
3/22/2021	\$ 50,110	\$ -	\$ 50,110	\$ -	
ARPA ACT GRANT -3-06-0159-077-2021					
Grant Date	Grant Amount		Total Draws	Balance	
8/12/2021	\$ 3,149,773	\$ 3,149,773	\$ -	\$ -	
ARPA ACT LARGE CONCESSIONS GRANT -3-06-0159-078-KY 2022					
Grant Date	Grant Amount		Total Draws*	Balance	
12/22/2021	\$ 40,088	\$ -	\$ 40,088	\$ -	
ARPA ACT SMALL CONCESSIONS GRANT -3-06-0159-078-KY 2022					
Grant Date	Grant Amount		Total Draws*	Balance	
12/22/2021	\$ 160,351	\$ -	\$ 160,351	\$ -	
	<u>\$ 16,064,347</u>	<u>\$ 11,439,748</u>	<u>\$ 3,638,016</u>	<u>\$ 986,583</u>	
Grant Funds General	\$ 15,813,798	\$ 11,439,748	\$ 3,387,467	\$ 986,583	
Grant Funds Concession	250,549	-	250,549	-	
Grants Funds	<u>\$ 16,064,347</u>	<u>\$ 11,439,748</u>	<u>\$ 3,638,016</u>	<u>\$ 986,583</u> **	

*Draws submitted and pending approval:

ARPA Concessions (200,439) (Received 5/9/2023)
 (50,110) (Received 5/11/2023)

Funded: \$ 3,387,467

CARES ACT DRAWS:

July	\$ 572,752
Sept	654,933
Oct	567,444
Dec	887,525
Feb	704,813
	<u>\$ 3,387,467</u>

****Post-Report Draws:**

May	\$ 541,707
June	444,877
	<u>\$ 986,584</u>

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

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

1. The following reports are attached:
 - May 2023 Noise Comment Report
 - Operating and Expense Reports for the Taxi (through May 2023) and TNC ground transportation systems (through April 2023)
 - Commercial Flight Cancellations & Delays Report for May 2023
 - Commercial Flight Schedule for June 2023
2. Operations responded to an aircraft emergency over the holiday weekend on Sunday May 28th. An alert 2 was called on RWY 28L at 4:30pm for a Bonanza aircraft that landed with its wheels up. The aircraft slid 2,000 feet on its belly before coming to rest just off the centerline. There were no injuries. Operations oversaw the recovery of the aircraft and declared the runway available at 6:31pm.
3. Below is the summary of scheduled airline activity for June 2023:

Alaska Air operated by SkyWest / Horizon

- SAN operates daily with 4 exceptions using the E175.
- SEA operates daily with 4 exceptions using the E175.
- Scheduled to operate a monthly total of 104 flights (Arrivals and Departures)

Allegiant Air

- Continues to operate twice weekly to LAS using the Airbus 319/320 series
- Scheduled to operate a total of 14 flights (Arrivals and Departures)

United operated by SkyWest

- SFO operates twice daily using the CRJ200 / 700 / E175
- LAX operates twice daily using the CRJ 200 / 700 / E175
- DEN operates daily using the E175
- Scheduled to operate a monthly total of 299 flights (Arrivals and Departures)

American and American Eagle operated by Mesa / Envoy

- PHX is scheduled to operate three flights a day using the E175
- DFW operates two flights a day using the A319

- Scheduled to operate a monthly total of 292 flights (Arrivals and Departures)

Cumulatively speaking, the airlines have decreased flights by 67 (709 vs 776) compared to June 2022, a decrease of 8%. The number of available seats has increased by approximately 13% (59,086 vs. 52,134).

**MRY AIRPORT NOISE COMMENT LOG
MAY 2023**

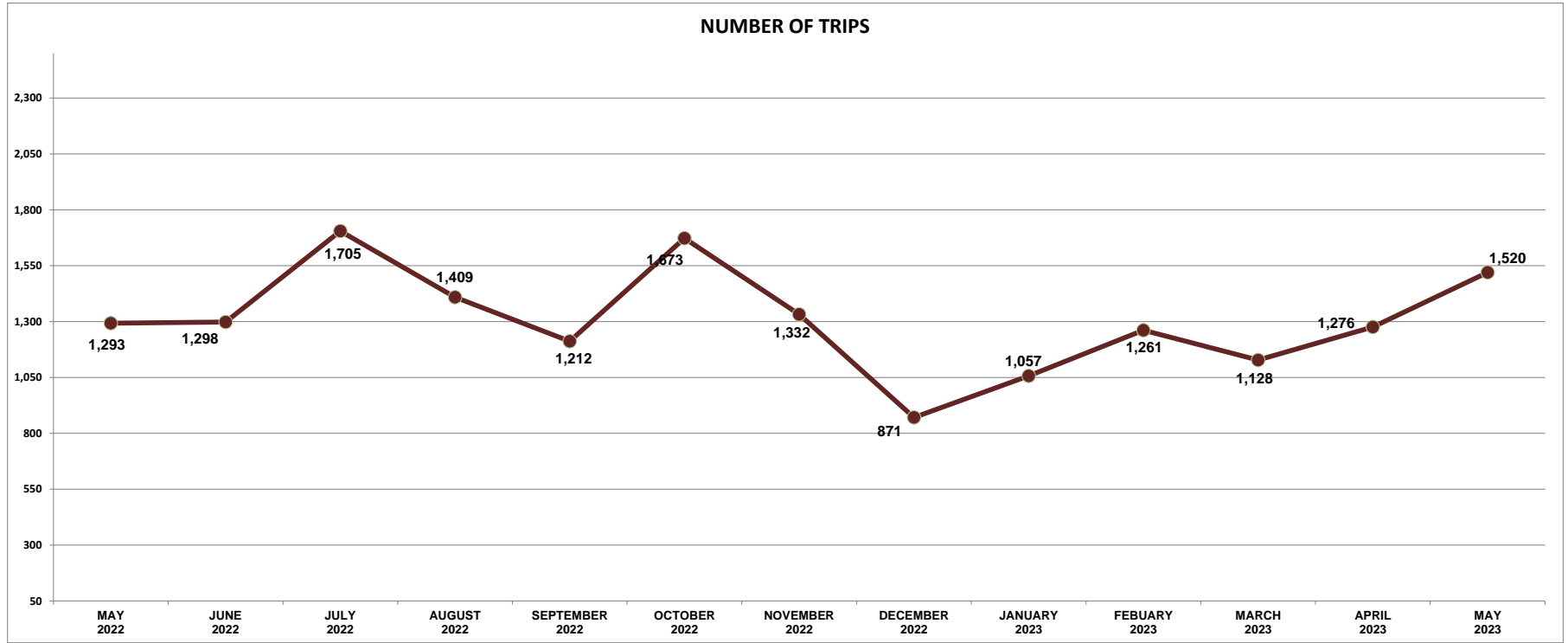
Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Reported Weather / Notes	
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT										
1	Daniel Trautman	Monterey	5/2/2023	5:30 AM	A319	28L Dep	Large, loud aircraft taking off at 05:30	BR	Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable	
2	Sarah Hunter	Seaside	5/4/2023	10:30 AM	C182	Pattern	Increase in traffic circling over Seaside, two aircraft in particular. Both flying dangerously low, around 500'. They need to be circling out over the bay.	MC	Called and spoke to Ms. Hunter and explained aircraft were performing pattern work rather than just circling. I explained our noise abatement guidelines, and what our legal powers are with regards to enforcing them. Also checked with tower who have had no low altitudes for any aircraft recently. Also directed Ms. Hunter to the airports noise abatement guidelines and noise comment submission form.	
3	Sarah Hunter	Seaside	5/7/2023	4:15 PM	C182	Pattern	N3500m has been abusing touch and go policies for weeks. Currently on 7th touch and go in 35 minutes over seaside! I've spoken to operations manager and filled out phone reports! Please stop this abuse. This plane is new to airport and continues to disturb and disrupt peace in seaside! Sometimes 15 touch n go in 1.5 hours!	BR	Reiterated noise abatement guidelines. Reminded her that we ask our tenants to be mindful of our neighbors and limit their pattern work. Emphasized pilot proficiency and training.	
4	Michael Weaver	Corral De Tierra	5/11/2023	3:29 PM	Unknown	28L Arr	Flights coming generally from the south-east are turning and/or making their landing approach over the SR68 X Corral de Tierra intersection. This has become a pattern, whereas previously, the approach to MRA was more southerly of this.	MC	A lot of aircraft flying the LOC and CVA approaches to avoid the RNAV approach. Both these approaches take aircraft near this area. Unable to provide a specific answer to this query other than aircraft are flying visually rather than by instruments.	
5	Celeste Williams	Carmel	5/12/2023	5:45 AM	A319	28L Dep	Today, at 5:45 A.M., there was a loud jet flying over our neighborhood. I have heard jet noise several times at the exact same time. I check departures from Monterey Airport, San Jose Airport, and SF airport. No commercial flights seem to leave that early. I am curious about what type of plane this could be. Thank you.	MC	Responded to explain they heard the first scheduled departure which leaves around 5.30 AM.	Aircraft passed location at 11,000ft.

6	Jacqueline Van Nes	Coral De Tierra	Various	Various	Various	28L Arr	Howdy! I live on San Benancio Road and would like to know why in the last 2 weeks planes are flying over us unusually frequently some as close as 10 minutes apart and at a minimum 1 per hour ??	MC	I explained when the weather allowed, aircraft from the East or South favor a straight in approach. This takes aircraft over the intersection of Hwy60 and San Benancio Rd. Visual approaches or approaches with wind may see aircraft deviate off that approach slightly.
7	Michael And Cheryl Halpern	Ryan Ranch	5/30/2023	2:00 PM	Unknown	28L App	we were showing the restaurant space in our building in Ryan Ranch (1 Harris court) today when a plane flew over (around 2:00pm) extremely low and with a extremely high level of noise. Planes are not supposed to be flying over this building and certainly not this low. Please correct this problem	MC	Explained the supplied address was on the approach path and was less than a mile from the threshold from the runway which was why the plane was low.
10									
0	**NONE**								
AIR OPERATIONS OF UNKNOWN ORIGIN									
0	**NONE**								
MONTHLY TOTALS and COMPARISONS									

	May-23	May-22	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	7	10	-30%	0	0
Number of Operations:	5,153	5,661	-9%	0	0
Annual Total	25	35	-29%	0	0

13-MONTH ROLLING COMPARISON

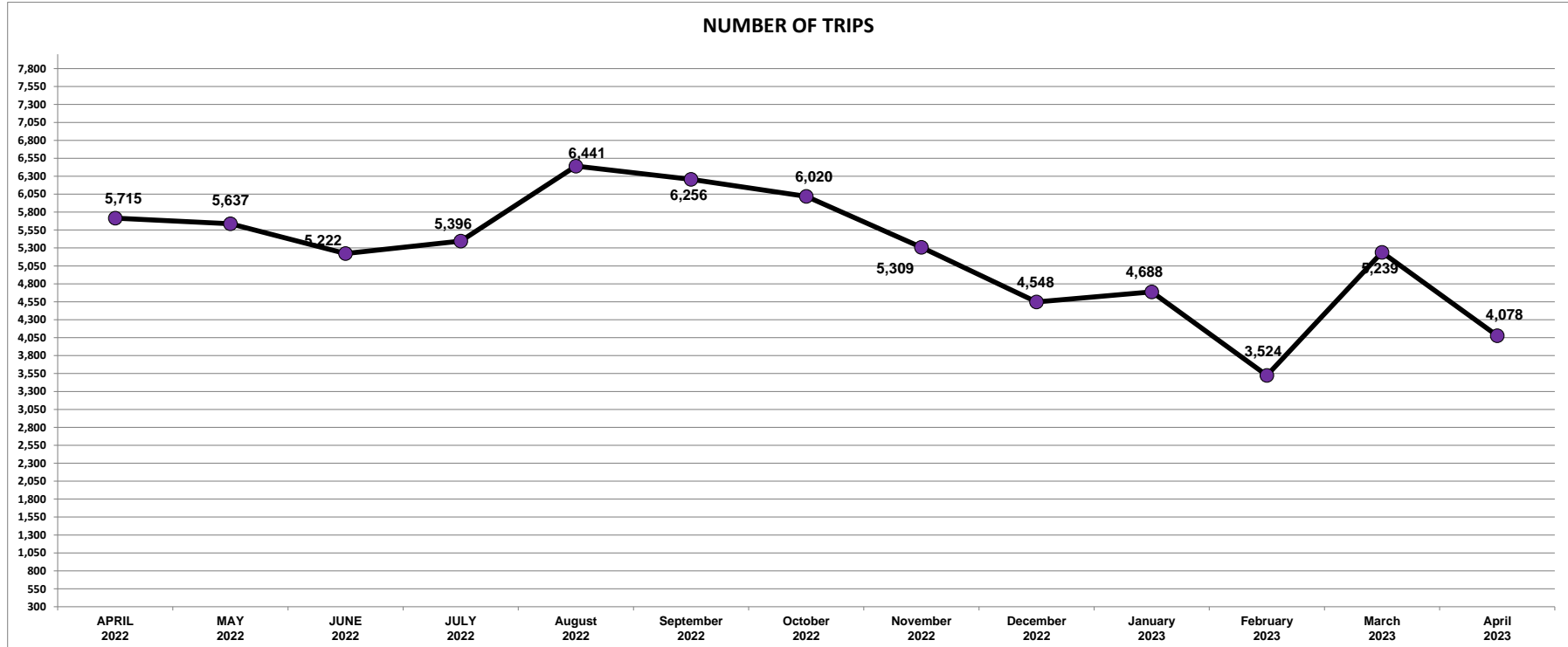
Taxis



	2022 MAY	2022 JUNE	2022 JULY	2022 AUGUST	2022 SEPTEMBER	2022 OCTOBER	2022 NOVEMBER	2022 DECEMBER	2023 JANUARY	2023 FEBRUARY	2023 MARCH	2023 APRIL	2023 MAY
NUMBER OF TRIPS	1,293	1,298	1,705	1,409	1,212	1,673	1,332	871	1,057	1,261	1,128	1,276	1,520
PERMITS SOLD	1	17	7	3	1	0	0	0	1	1	1	0	0
TAXI TRIP FEES	\$ 3,879	\$ 3,894	\$ 5,115	\$ 4,227	\$ 3,636	\$ 5,019	\$ 3,996	\$ 2,613	\$ 3,171	\$ 3,783	\$ 3,384	\$ 3,828	\$ 4,560
TAXI PERMIT FEES	\$50	\$850	\$350	\$75	\$25	\$0	\$0	\$100	\$100	\$100	\$100	\$100	\$0
TAXI - TOTAL REVENUE	<u>\$ 3,929</u>	<u>\$ 4,744</u>	<u>\$ 5,465</u>	<u>\$ 4,302</u>	<u>\$ 3,661</u>	<u>\$ 5,019</u>	<u>\$ 3,996</u>	<u>\$ 2,713</u>	<u>\$ 3,271</u>	<u>\$ 3,883</u>	<u>\$ 3,484</u>	<u>\$ 3,928</u>	<u>\$ 4,560</u>
CURB MGMT CONTRACT													
SOFTWARE LICENSE/HOSTING								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BEACON LICENSING	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916
TAXI - TOTAL EXPENSE	<u>\$ 2,083</u>	<u>\$ 2,083</u>	<u>\$ 2,083</u>	<u>\$ 2,083</u>	<u>\$ 2,083</u>	<u>\$ 2,083</u>	<u>\$ 2,083</u>	<u>\$ 2,916</u>	<u>\$ 2,916</u>	<u>\$ 2,916</u>	<u>\$ 2,916</u>	<u>\$ 2,916</u>	<u>\$ 2,916</u>
OPERATING INCOME / (LOSS)	\$ 1,846	\$ 2,661	\$ 3,382	\$ 2,219	\$ 1,578	\$ 2,936	\$ 1,913	\$ (203)	\$ 355	\$ 967	\$ 568	\$ 1,012	\$ 1,644
FYTD 2023 (July 2022 - June 2023) OPERATING INCOME / (LOSS)													\$ 16,371
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 19,032

* September 1st swap to "OBD" system

Transportation Network Companies (TNCs)



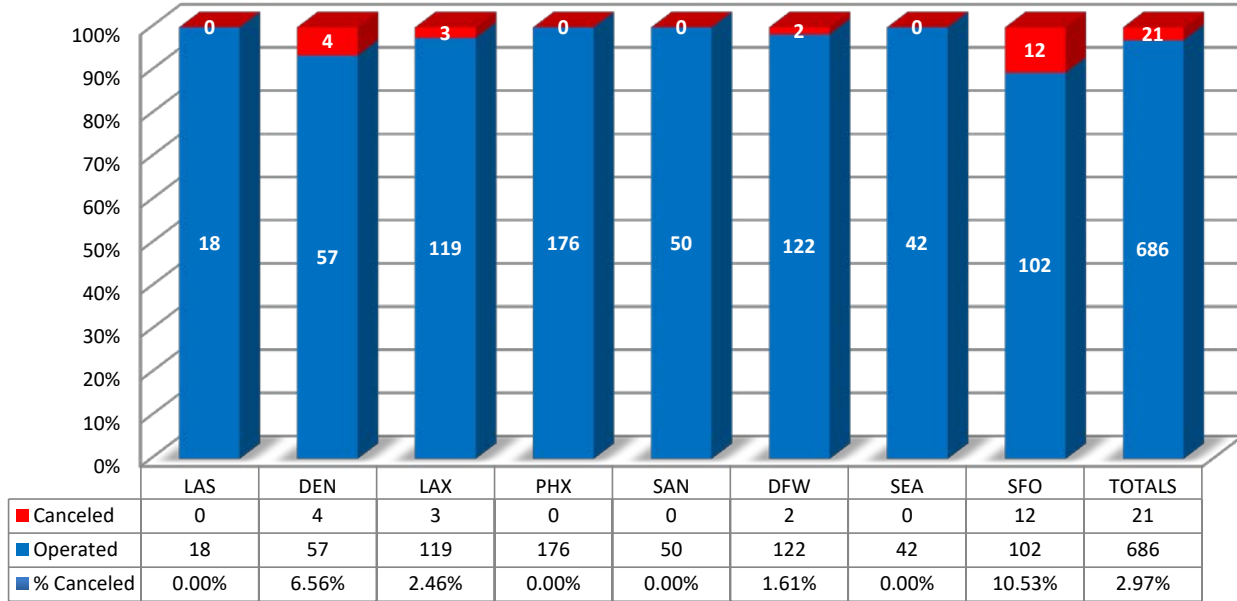
	2022 APRIL	2022 MAY	2022 JUNE	2022 JULY	2022 August	2022 September	2022 October	2022 November	2022 December	2023 January	2023 February	2023 March	2023 April
NUMBER OF TRIPS	5,715	5,637	5,222	5,396	6,441	6,256	6,020	5,309	4,548	4,688	3,524	5,239	4,078
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 17,145	\$ 16,911	\$ 15,666	\$ 16,188	\$ 19,323	\$ 18,768	\$ 18,060	\$ 15,927	\$ 13,644	\$ 14,064	\$ 10,572	\$ 15,717	\$ 12,234
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	<u>\$ 17,145</u>	<u>\$ 16,911</u>	<u>\$ 15,666</u>	<u>\$ 16,188</u>	<u>\$ 19,323</u>	<u>\$ 18,768</u>	<u>\$ 18,060</u>	<u>\$ 15,927</u>	<u>\$ 13,644</u>	<u>\$ 14,064</u>	<u>\$ 10,572</u>	<u>\$ 15,717</u>	<u>\$ 12,234</u>

Cumulative 12-Month Operating Income: \$ 187,074

Fiscal Year To Date (July 2022 - June 2023) Operating Income: \$ 154,497

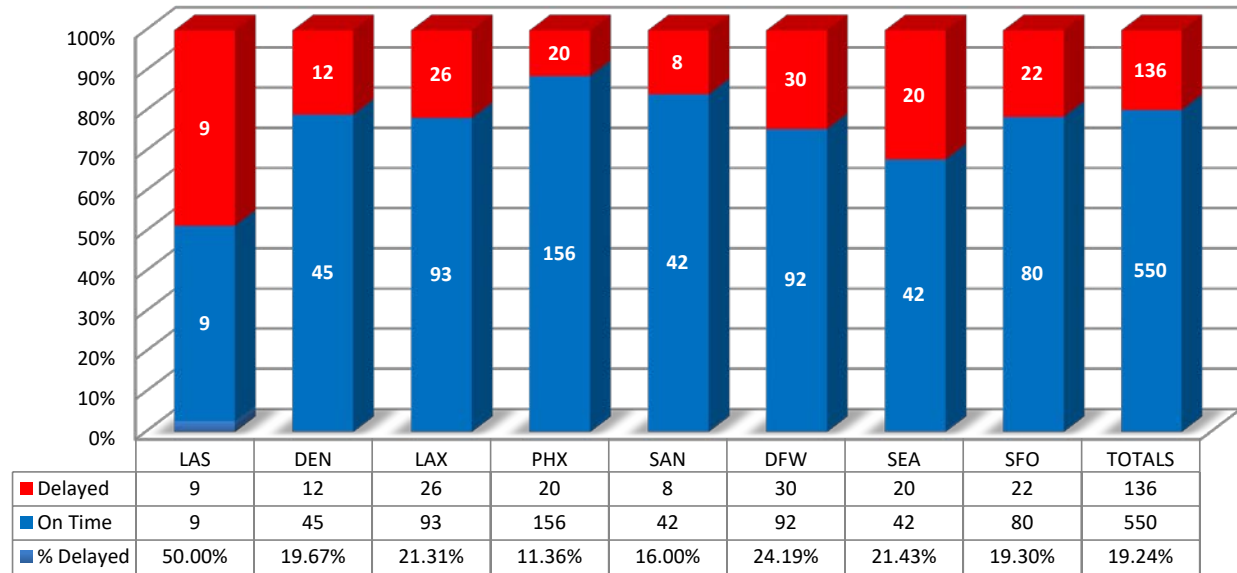
MAY 2023

May Commercial Flights Operated vs. Canceled



TOTAL CANCELLATIONS: 21

May Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 136



Monterey Regional Airport June 2023 Flight Schedule



		ARRIVALS					DEPARTURES						
Aircraft Type (Seats)	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	Aircraft Type (Seats)		
CRJ700 (66)	LAX		5310	9:45 AM	DAILY	DFW		1835	5:15 AM	DAILY	A319 (128))		
EMB175 (76)	PHX		4901	12:00 PM	DAILY	PHX		4813	6:00 AM	DAILY	EMB175 (76)		
EMB175 (76)	SFO		5479	12:20 PM	DAILY EX 5	SFO		5653	6:30 AM	DAILY EX 23	CRJ200 (50)		
A319 (128))	DFW		2879	12:30 PM	DAILY	LAX		5658	10:30 AM	DAILY	CRJ700 (66)		
EMB175 (76)	SAN		2045	12:50 PM	1, 4-8, 11-15	PHX		4901	12:30 PM	DAILY	EMB175 (76)		
EMB175 (76)	DEN		5438	1:20 PM	DAILY	DEN		5778	1:00 PM	DAILY	EMB175 (76)		
A319 (156)	LAS		18	2:10 PM	2, 5	DFW		2879	1:10 PM	DAILY	A319 (128))		
EMB175 (76)	SAN		3489	2:10 PM	1-14	SFO		4729	2:30 PM	DAILY	EMB175 (76)		
EMB175 (76)	PHX		3464	3:30 PM	DAILY EX 6,13, 20, 27	SEA		3471	2:50 PM	1-12 EX 6,7	EMB175 (76)		
EMB175 (76)	SEA		3319	3:40 PM	15-30	LAS		15	3:00 PM	2, 5	A319 (156)		
A319 (156)	LAS		18	4:20 PM	9,12,16, 19,23,26,30	PHX		3464	4:00 PM	DAILY EX 6,13, 20, 27	A319 (128))		
EMB175 (76)	SEA		3457	6:00 PM	1-12 EX 6,7	SAN		3473	4:20 PM	15-30 EX 20,21	EMB175 (76)		
EMB175 (76)	SEA		3379	7:00 PM	20,27	LAS		33	5:10 PM	9,12,16, 19,23,26,30	A319 (156)		
EMB175 (76)	SAN		3489	7:10 PM	15-30 EX 20,21,27,28	SAN		3473	6:40 PM	1-14	EMB175 (76)		
EMB175 (76)	LAX		5233	7:45 PM	DAILY	SEA		3379	7:00 PM	20,27	EMB175 (76)		
EMB175 (76)	PHX		3438	8:40 PM	DAILY	SEA		3471	7:50 PM	15-30 EX 27,28	EMB175 (76)		
A319 (128))	DFW		1563	9:15 PM	DAILY	LAX		4743	8:30 PM	DAILY	EMB175 (76)		
CRJ200 (50)	SFO		5447	11:30 PM	DAILY EX 1, 22								

*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: June 1, 2023
SUBJ: Planning, Environmental and Maintenance Monthly Project Report

Attached is the current monthly Project Report for the Planning and Maintenance Departments with the following highlights for May 2023:

➤ **ARFF Construction**

- Exterior wall and roof installation was completed on May 30th. The contractor will begin to install wall layout, wall framing, electrical and fire sprinkler rough in.

➤ **Security Camera Installation**

- The landside terminal portion of the camera upgrade project was completed in May 2023 and completes the project.

➤ **West Hold Room Upgrades**

- The furniture was ordered in mid-April and has an approximate 12-week delivery delay.

➤ **Photovoltaic System (PV) Performance**

- We are pleased to report that the 5th year of the solar program has exceeded the projected production by 8%.
- For Year 5, the Projected Annual Output was 1,418,242 kWh. The Actual Electricity Output was 1,533,729 kWh, a cost savings of \$276,378. Inception-to-date production value is \$1,247,572, since 10/1/2017.
- Below is the Year 5 Monthly PV Production that depicts the expected production and the actual production month-by-month.

Total Unit Savings by Month vs. Expected

From Timestamp	Expected Production (kWh)	Percent of Expected (%)	PV Production (kWh)
4/1/2022 12:00:00 AM	140,294	109	152,246.5
5/1/2022 12:00:00 AM	153,212	124	190,737.0
6/1/2022 12:00:00 AM	157,202	119	187,359.0
7/1/2022 12:00:00 AM	138,491	118	163,832.5
8/1/2022 12:00:00 AM	152,453	111	169,669.5
9/1/2022 12:00:00 AM	125,667	116	146,159.5
10/1/2022 12:00:00 AM	103,345	106	110,061.5
11/1/2022 12:00:00 AM	84,348	119	100,666.5
12/1/2022 12:00:00 AM	77,320	80	62,098.0
1/1/2023 12:00:00 AM	76,085	92	69,688.0
2/1/2023 12:00:00 AM	81,497	95	77,713.0
3/1/2023 12:00:00 AM	128,328	81	103,498.0
	1,418,242		1,533,729.0

1 Month (Month and Year) : 4/1/2022 12:00 AM - 3/31/2023 11:59 PM

Below is the Year 5 actual electricity output PV cost savings per month and Year 5 actual total.

Total PV Savings

From Timestamp	Airport (\$)
4/1/2022 12:00:00 AM	27,434.82
5/1/2022 12:00:00 AM	34,370.81
6/1/2022 12:00:00 AM	33,762.09
7/1/2022 12:00:00 AM	29,522.62
8/1/2022 12:00:00 AM	30,574.44
9/1/2022 12:00:00 AM	26,337.94
10/1/2022 12:00:00 AM	19,833.08
11/1/2022 12:00:00 AM	18,140.10
12/1/2022 12:00:00 AM	11,190.06
1/1/2023 12:00:00 AM	12,557.78
2/1/2023 12:00:00 AM	14,003.88
3/1/2023 12:00:00 AM	18,650.34
	276,377.96

1 Month (Month and Year) : 4/1/2022 12:00 AM - 3/31/2023 11:59 PM

Conclusion:

For Year 5, the Projected Annual Output was 1,418,242 kWh.
 The Actual Electricity Output was 1,533,729 kWh, a cost savings of \$276,378.
 The Year 5 percentage of expected production was 108.1%.

Inception-to-date production value is \$1,247,572, since 10/1/2017.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2023 Expenditures to Date	5/31/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<u>ACTIVE FEDERALLY-FUNDED PROJECTS:</u>											
1	2020-12	73	18-22-C-00-MRY	\$11,000,000	\$8,435,652	\$695,453	\$9,131,105	99%	NORTHSIDE GA APRON CONSTRUCTION	Grant was executed on 12/18/2020. Construction contract was awarded to Teichert at the 12/18/20 BOD meeting. Construction began on March 29, 2021.	Final engineering reports have been submitted to FAA with the primary project complete; mitigation will remain open until June 2023.
2	2020-13	72	18-22-C-00-MRY	\$1,946,065	\$1,881,783	\$135,148	\$2,016,931	100%	NORTHEAST VSR IMPROVEMENTS	Grant was executed on 9/10/2020. Construction contract was awarded to Teichert at the 12/18/20 BOD meeting. Construction began on March 29, 2021.	Final reports have been submitted to FAA for grant closeout.
3	2021-04	76	18-22-C-00-MRY	\$3,350,000	\$2,207,111	\$895,173	\$3,102,283	100%	SEP Phase B1 Commercial Apron Design	An FAA Grant Offer for Design was executed on August 2, 2021. C&S Engineering completed design and FAA gave approval to begin solicitation. The Notice to Bidders was published on February 7, 2023.	The Airport received three Bids in response to the Request for Proposals that were due on April 11, 2023. The low bid of \$41,046,883.83 was approximately 1% above the Engineer's Opinion of cost and approximately 3% below the average of the other two bidders. A grant application, based on bids, was submitted to the FAA.
4	2022-01	79	18-22-C-00-MRY	\$6,603,000	\$258,771	\$3,876,866	\$4,135,637	50%	SEP Phase C1/C2/C3 ARFF Design/Construction Demo/Airfield Access	Mill Construction and Mar Jang Architects have completed the footprint design based on AIP eligibility and the site positioning. The AIP grant was executed on September 22, 2022. The contract for construction was approved at the September BOD meeting.	Construction began in late November and the underground utilities and site preparation were completed. The concrete pad for the building was poured the first week of March 2023. The steel frame erection was completed in April 2023. The exterior walls and roof installation was completed in May 2023. Interior rough in will begin in June 2023.
5	2023-01	TBD	18-22-C-00-MRY	\$3,775,000	\$0	\$4,900	\$4,900	0%	SEP Phase D1 Terminal Design	The initial interview panel selected two architectural firms for Board interviews on 10/21/22: HOK was the first-ranked team. The draft HOK Scope of Work was discussed at an online meeting with FAA in February 2023.	The contract for Terminal Design was approved at the April 5, 2023 meeting. Staff are working with HOK on the phase 1 schedule of activities. Grant applications, based on the HOK, KHA and PFM contracts were submitted to the FAA in late April.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2023 Expenditures to Date	5/31/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
6	2023-02	TBD	18-22-C-00-MRY	\$2,170,000	\$0	\$0	\$0	0%	RUNWAY 28L-10R TREATMENT	No work has started at this time.	
7	2023-03	TBD	18-22-C-00-MRY	\$44,707,180	\$0	\$0	\$0	0%	SEP Phase B2 Commercial Apron Construction	See status update above on Project 2021-04.	
<u>OUTSIDE FUNDED PROJECTS:</u>											
8	2019-03	N/A	N/A	\$2,828,058	\$520,242	\$394,007	\$914,249	45%	WATER DISTRIBUTION SYSTEM	Capacity testing was completed at both locations, 2999 Monterey Salinas Highway and 2801. The contract amendment with Kimley Horn to design the distribution system was approved at the December BOD meeting.	KHA are completing the water distribution route and project design specifications. A presentation was provided at the April 27, 2023 board meeting.
9	2023-08	N/A	N/A	\$7,100,000		\$4,846,832	\$4,846,832	25%	SOUTHEAST HANGAR PURCHASE	A purchase agreement with Monterey Fuel Company was approved at the January meeting.	Staff have been reviewing the design submittals. A construction permit for full construction was provided to Avila Construction in May 2023.
<u>PFC FUNDED PROJECTS</u>											
10	2020-04	N/A	20-24-C-00-MRY	\$200,000	\$0	\$64,819	\$64,819	50%	CCTV TERMINAL AND PERIMETER SECURITY UPGRADES	After approval at the December BOD meeting, staff have begun to work with Bandit Systems to develop a schedule for construction/installation.	The terminal installation was completed in May 2023, this concludes the project.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2023 Expenditures to Date	5/31/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<u>DISTRICT ONLY FUNDED PROJECTS</u>											
11	2020-14	N/A	N/A	\$350,000	\$203,879	\$0	\$203,879	0%	NORTHWEST BUILDING ABATEMENT	Abatement work was completed in June, 2021.	Staff are evaluating building 1105 Airport Way.
12	2022-02	N/A	N/A	\$83,000	\$27,859	\$53,357	\$81,216	100%	VEHICLE REPLACEMENT	The new maintenance truck was finally ready for pickup on September 13, 2022 and has been added to the vehicle fleet.	Project closed.
13	2023-04	N/A	N/A	\$350,000		\$23,490	\$23,490	0%	2801 PROPERTY REPAIRS	2801 Building A needed significant elevator updates to meet State requirements that were completed in September.	Staff are working with our consulting engineers to design the parking lot pavement improvements.
14	2023-05	N/A	N/A	\$250,000		\$31,661	\$31,661	5%	FRED KANE-SKYPARK PAVEMENT IMPROVEMENTS		Staff are working with our consulting engineers to design the pavement improvements.
15	2023-06	N/A	N/A	\$100,000		\$45,236	\$45,236	100%	AIRFIELD VEHICLE GATE IMPROVEMENTS	A contract was approved at the February 2023 Board meeting with R&S Erection Company. R&S have ordered the materials for the improvements. There is a three to five week lead time for the materials.	The project was completed in April 2023.
16	2023-07	N/A	N/A	\$325,000		\$229,210	\$229,210	95%	TERMINAL BUILDING OUTSIDE PAINTING and WEST HOLD ROOM UPGRADES	A contract was approved at the January 2023 meeting with RC Elite Painting Company. The contract with KBM Hogue for the west hold room upgrades was approved at the March 2023 Board meeting.	The terminal painting began in February 2023 and was completed the first week of April 2023. The west hold room furniture was ordered in April and has an approximate 12-week delivery schedule.



POLICE

DEL REY OAKS

MONTHLY POLICE ACTIVITY REPORT

MAY 2023

TO: Michael La Pier, Executive Director
FROM: Sergeant Roger Guzman
DATE: JUNE 2, 2023
SUBJECT: Police Activity Report for MAY 2023

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

Highlights

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

Training

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

Calls for Service

1. 05/15/23 7:30 AM
Del Monte Aviation
Ofcr Dowson responded to suspicious person who was attempting to enter Del Monte.
Officers ID person and sent out alert.
2. 05/22/2023 1:30 PM Ofcr Nguyen
Terminal: Customer service
Helen Walsh legally blind passenger was assisted to Taxi-Cab. APS was notified
3. 05/28/23 1:23 AM Det Moore
Northside Airport : Open Door
During patrol Det Moore located an open door. Moore called owner and had door secured.
4. 05/30/23 3:15 PM Ofcr Andoy
MRY/ Terminal: Lost property
Passenger claimed property was stolen but it was taken by mistake. Ofcr Andoy was able to locate passenger and return luggage.

END OF REPORT.