

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

**January 11, 2017 10:00 AM**

**Board Room, 2<sup>nd</sup> Floor of the Airport Terminal Building  
200 Fred Kane Drive, Suite 200  
Monterey Regional Airport**

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

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

**B. PLEDGE OF ALLEGIANCE**

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

**D. PUBLIC COMMENTS**

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

**E. DECLARATION OF ELECTION RESULTS**

- Adopt     1. [Resolution No. 1675, A Resolution Acknowledging the Results of the Monterey Peninsula Airport District General Election held on November 8, 2016](#)

**F. ADMINISTER OATH OF OFFICE FOR ELECTED OFFICIALS**

**G. SEATING OF CHAIR**

**H. SELECTION OF CHAIR PRO TEM**

**I. APPOINTMENT OF COMMITTEES BY CHAIR**

- a. Standing Committees:  
i. Local Jurisdiction Liaison \_\_\_\_\_

- ii. Budget and Finance \_\_\_\_\_
- iii. Air Service, Marketing, Community Relations \_\_\_\_\_
- b. Ad-Hoc Committees:
  - i. Community Affairs \_\_\_\_\_
  - ii. Airport Property Development & Leases \_\_\_\_\_
  - iii. Noise Mitigation \_\_\_\_\_
- c. Liaison/Representatives:
  - i. Local Agency Formation Commission \_\_\_\_\_
  - ii. Regional Taxi Authority \_\_\_\_\_
  - iii. Transportation Agency for Monterey County \_\_\_\_\_
  - iv. Water Management District (Policy Advisory) \_\_\_\_\_
  - v. Special Districts Association Liaison \_\_\_\_\_

**J. CONSENT AGENDA – ACTION ITEMS**

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

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

- Approve 1. [Minutes of the Special Meeting of the Air Carrier Service, Marketing, and Community Relations Committee of December 6, 2016](#)
- Approve 2. [Minutes of the Special Meeting of the Budget and Finance Committee of December 9, 2016](#)
- Approve 3. [Minutes of the Regular Meeting of December 14, 2016](#)
- Adopt 4. [Ordinance No. 921, an Ordinance to Adopt California Code of Regulations Title 24, 2016 Edition of the California Building Standards Code and Other Building Related Codes](#)

**K. DEFERRED CONSENT AGENDA - ACTION ITEMS**

**L. REGULAR AGENDA - ACTION ITEMS**

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

- Pass to Print 1. [Ordinance No. 922, an Ordinance Providing for Traffic and Parking Regulations at the Monterey Peninsula Airport and Prescribing Penalties for Violation Thereof](#)
- Adopt 2. [Resolution No. 1676, a Resolution Certifying the Mitigated Negative Declaration for Installation of a Three-Acre Solar Photovoltaic \(PV\) Electric Generating System and Adopting Related Findings and Project Mitigation Measures](#)

- Adopt 3. [Resolution No. 1677, a Resolution Authorizing a Professional Services Agreement with Kimley Horn and Associates, Inc. to Prepare Bid Specifications for a Replacement Airfield Electrical Vault](#)
- Presentation 4. Air Service Development Update by Michael La Pier, Executive Director
- Approve 5. [Board Member Attendance at Future Conferences](#)

**M. ACCEPTANCE OF DEPARTMENT REPORTS** (11:30AM - 12:00PM Estimated)

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

**N. BOARD COMMITTEE REPORTS** (12:00PM - 12:15PM Estimated)

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

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

**O. CLOSED SESSION**

- 1. **REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) the Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the properties identified as APN 013-222-001 and 013-222-005.

**P. RECONVENE TO OPEN SESSION**

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

- Letter/Resolution from the Board to Representative Denham in Support of HR 5563

## **R. 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.)

## **S. ADJOURNMENT**

### **AGENDA DEADLINE**

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

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

**AGENDA ITEM:** E-1  
**DATE:** January 11, 2017

**TO:** Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Scott E. Huber, District Counsel  
**SUBJ:** Resolution Declaring the Results of the Monterey Peninsula Airport District General Election Held November 8, 2016

**BACKGROUND.** The Board may consider the adoption of Resolution No. 1675 Declaring the Results of the Monterey Peninsula Airport District General Election Held November 8, 2016.

**DISCUSSION.**

During the November 8, 2016 Board Election, the three incumbent directors, Mary Ann Leffel, William Sabo, and Richard D. Searle, were the only qualified candidates for the three open positions on the Board of Directors. As such, there were insufficient nominees to cause an election on November 8, 2016.

Pursuant to Elections Code Section 10515, the Monterey County Board of Supervisors approved the appointments Mary Ann Leffel, William Sabo, and Richard D. Searle, as qualified nominees, in Lieu of the Election held on November 8, 2016. The Monterey County Board of Supervisors issued Board Report No. 16-1363 formalizing approval and the Monterey County Registrar of Voters certified these appointments with individual Certifications of Election.

The Board will consider adoption of the Resolution.

**BUDGET EFFECT:** None.

**RECOMMENDATION:**

Adoption of Resolution No. 1675 - A Resolution Declaring the Results of the Monterey Peninsula Airport District General Election Held November 8, 2016

**ATTACHMENTS:**

Resolution No. 1675  
Certificate of Registrar of Voters

**RESOLUTION NO. 1675**

**A RESOLUTION DECLARING THE RESULTS OF THE MONTEREY PENINSULA AIRPORT DISTRICT GENERAL ELECTION HELD NOVEMBER 8, 2016**

**WHEREAS**, a General Election was held on November 8, 2016, in the County of Monterey, State of California, in accordance with the Monterey Peninsula Airport District Act as amended, for the election of three (3) members of the Board of Directors of said District for the full term of four (4) years until each of their successors has been elected and has qualified for such office; and

**WHEREAS**, the three incumbent directors, Mary Ann Leffel, William Sabo, and Richard D. Searle, were the only qualified nominees (candidates) for the three open positions on the Board of Directors, and so there were insufficient nominees to cause an election on November 8, 2016, and

**WHEREAS**, the Monterey County Board of Supervisors, under Elections Code Section 10515 approving the appointments of qualified nominees in Lieu of the Election held on November 8, 2016, passed and adopted Monterey County Board Order File Number 16-1363 dated December 13, 2016, attached hereto as Exhibit "A" and incorporated herein by this reference, that specifically appoints "Mary Ann Leffel, William 'Bill' Sabo and Dick Searle", each to serve a four-year term, and

**WHEREAS**, Claudio Valenzuela, Registrar of Voters, County of Monterey, State of California, certified these appointments and has provided Individual Certificates of Election for each nominee as described in his letter to the Monterey Peninsula Airport District dated December 8, 2016, attached hereto as Exhibit "B",

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT** that the District Secretary is hereby authorized and directed to enter upon the records of the District a statement of the results of said election as follows: Mary Ann Leffel, William Sabo, and Richard D. Searle, each being duly qualified persons and having duly filed Nomination Papers, and having been appointed by the Monterey County Board of Supervisors for a full term of four (4) years each; and that each said person hereinabove declared appointed shall be given the Certified Oath of Office to be administered by the District Secretary.

**ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 11th day of January 2017 by the following roll call vote:

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

Signed this 11th day of January 2017

Mary Ann Leffel, Chair

**A T T E S T**

Michael La Pier, AAE  
District Secretary

EXHIBIT "A"



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Received the Certified Statement of Votes Cast and declare final the results of the November 8, 2016 Presidential Election as set forth in the attached document;
- b. Declared "elected" the candidates to each office under the Board's jurisdiction; and,
- c. Appointed in lieu of election the candidates to their respective offices that have insufficient nominees to cause an election as set forth in the attached document.

PASSED AND ADOPTED on this 13th day of December 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on December 13, 2016.

Dated: December 22, 2016  
File ID: 16-1363

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By

Deputy



**Judge of the Superior Court**

(Judicial Officer – 6 year term – 5 seats available)

- Vanessa W. Vallarta
- Efren N. Iglesia
- Pamela Butler
- Robert Burlison
- Thomas W. Wills

**City of Sand City**

(Mayor – 2 year term – 1 seat available)

- David K. Pendergrass

**City of Sand City**

(City Council Member – 4 year term – 2 seats available)

- Todd C. Kruper
- Mary Ann Carbone

**Aromas Tri-County Fire Protection District**

(Director – 4 year term – 2 seats available)

- Michael E. Miller
- Ernest P. Brown

**Marina Coast Water District**

(Director – 4 year term – 2 seats available)

- Thomas P. Moore
- Herbert L. Cortez

**Monterey Peninsula Airport District**

(Director – 4 year term – 3 seats available)

- Dick Searle
- William Sabo
- Maryann Leffel

**Monterey Peninsula Regional Park District, Ward 1**

(Director – 4 year term – 1 seat available)

- Kelly Sorenson

**Monterey Peninsula Regional Park District, Ward 2**

(Director – 4 year term – 1 seat available)

- Shane E. Anderson

**Moss Landing Harbor District**

(Harbor Commissioner – 4 year term – 2 seats available)

- Margaret Shirrel
- Russ Jeffries

**Pajaro Valley Water Management District, District D**

(Director – 4 year term – 1 seat available)

- Paul R. Faurot

**Salinas Valley Memorial Healthcare System, Zone 3**

(Director – 4 year term – 1 seat available)

- Rafael Garcia

**Soledad Community Health Care District**

(Director – 4 year term – 3 seats available)

- Graig R. Stephens
- Rosemary A. Guidotti
- Margarita R. Campa

**EXHIBIT "B"**

# MONTEREY COUNTY ELECTIONS



PO Box 4400  
Salinas, CA 93912

1370-B South Main Street  
Salinas, CA 93901

831-796-1499 Phone  
831-755-5485 Fax

[www.MontereyCountyElections.us](http://www.MontereyCountyElections.us)

[elections@co.monterey.ca.us](mailto:elections@co.monterey.ca.us)

**Claudio Valenzuela**  
Registrar of Voters

**Gina Martinez**  
Assistant Registrar of Voters

December 8, 2016

Monterey Peninsula Airport  
Attention: Michael La Pier  
200 Fred Kane Drive, Suite 200  
Monterey, CA 93940

Subject: Appointment in Lieu of Election

Attached hereto is the Certificate of the Registrar of Voters in connection with the November 8, 2016 Presidential General Election.

Sincerely,

Claudio Valenzuela  
Registrar of Voters

Enclosures

# CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTE CAST )  
at the **Monterey Peninsula Airport District** )  
held on November 8, 2016 )

I, **Claudio Valenzuela**, Registrar of Voters of the County of Monterey, State of California hereby certify;

**WHEREAS**, the number of nominees did not exceed the number of offices required by law to be filled at the Election held on the 8<sup>th</sup> day of November, 2016 within the boundaries of the **Monterey Peninsula Airport District**;

**NOW, THEREFORE** the Registrar of Voters hereby requests the supervising authority to appoint the following qualified person or persons as listed below:

William J. Sabo 4 year term

Mary Ann Leffell 4 year term

Richard D. Searle 4 year term

**IN WITNESS WHEREOF**, I have hereunto affix my hand and official seal this Friday, December 2, 2016 and file this date with the **Monterey Peninsula Airport District**.



**Claudio Valenzuela**  
Registrar of Voters

**MINUTES OF THE SPECIAL MEETING OF THE AIR CARRIER SERVICE – MARKETING - COMMUNITY RELATIONS COMMITTEE OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS**  
**December 6, 2016 9:30 AM, Executive Conference Room**

**A. CALL TO ORDER**

*Director Nelson called to order the Special Meeting of the Board of Directors at 9:30am. Directors Miller and Nelson, Communications and Community Affairs Coordinator Fahselt and Executive Director La Pier were present.*

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

*None.*

**C. PUBLIC COMMENTS**

*None.*

**D. REGULAR AGENDA – ACTION ITEMS**

**Review      1. Marketing, Advertising & Promotions**

*Executive Director La Pier reviewed the marketing and promotions campaign executed during the month. Discussion regarding the use of Google ads and Facebook advertising initiatives and the potential impact of that marketing strategy was had. He highlighted the results of a campaign just completed in Dallas in support of the recent American Airlines meeting. The campaign resulted in nearly 29,000 views during a one-week period at a cost of just less than \$750.00. The target of the campaign was the American Airlines executives and decision makers. The committee expressed their support for the initiative.*

**Review      2. Passenger Comment Cards**

*Passenger comment cards were reviewed with the Committee. Director Miller highlighted the complaint regarding the lack of a gift shop in the gate area and the condition and appearance of the current snack shop. Discussion occurred regarding the current effort to bring a new gift shop to the terminal and how to best address the snack shop appearance.*

**Review      3. Air Service Update**

*Executive Director La Pier provided an update on the status of the Small Community Air Service Development Program grant that is set to expire on January 16, 2017. Director La Pier reported that he was scheduled to have discussions with SkyWest Airlines regarding their continued interest in providing service to Seattle under the grant through a pro-rate agreement with Alaska*

*Airlines. He also reported that he had reached out to Alaska to gauge their continued interest in the market but had received no response.*

**Discussion 4. Schedule Next Meeting**

*The next meeting was scheduled for January 5, 2017 at 10:00am.*

**E. ADJOURNMENT**

*The meeting adjourned at 10:18am.*

Minutes Approved at the Regular  
Meeting of January 11, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE  
District Secretary

**MINUTES OF THE SPECIAL MEETING OF THE BUDGET & FINANCE COMMITTEE OF THE  
MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS**                      **December 9, 2016**  
**9:30 AM, BOARD ROOM**

**A. CALL TO ORDER**

*Director Sabo called to order the Special Meeting of the Board of Directors at 9:30 AM. Chair Leffel, Director Sabo, Executive Director La Pier and Deputy Executive Director of Finance and Administration Bergholz were present.*

*Presented the following documents to the Budget and Finance committee members:*

*October 2016 Financial Statement*

*October 2016 Financial Statement Variance Analysis*

*October 30, 2016 Accounts Receivable Aged Invoice Report*

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

*Executive Director La Pier has scheduled meetings with managers to review the fiscal year to date revenues and departmental expenses, and request manager input on the remaining fiscal year budget objectives. The mid-year budget review will commence in early January and is expected to be completed in late February.*

**C. PUBLIC COMMENTS**

*None.*

**D. REGULAR AGENDA – ACTION ITEMS**

Review            1.    FYTD 2017 Financial Statements

*Reviewed overall financial performance of the District as of October 31, 2016. District revenues continue to be slightly above budget (8%) and expenses are below budget (3%).*

Review            2.    October 2016 Financial Statement Variance Analysis

*Reviewed        Revenues:  
CA Landing Fees  
GA Landing Fee  
Taxi Operator Permits and Trip fess  
TNC Permits and Trip Fees  
Rental Car Concessions  
Parking Concessions  
Fuel Flow Fees  
Self-Storage Concession\**

*\* Carol Genrich, CPA is providing accounting service for Monterey Highway Self Storage. Tenant revenues are recognized on a mix of cash and accrual. Tenants can pay monthly or prepay for two or more months. Tenants who pay rents for two or three months are recognized in the month received. Tenants who pay more than three months (typically*



one or two years) are deferred and recognized over the prepayment term. A few tenants pay rents every other month so natural fluctuations should be expected. Tenant occupancy is over 98% with a small number of rental units turning over each month.

*Miscellaneous Other Operating Revenue\*\**

\*\* MPAD received a \$10K contribution to the Art Program from Central Coast Federal Credit Union. Funds will be used to offset decreased Art Show funding by MPAD. No additional follow-up questions on revenues.

**Expenses:**

**Finance and Administration**

*Salaries and Wages, Benefits, etc.  
Temporary Personnel  
Art Program  
Annual Audit / Accounting\*\*\**

\*\*\* MPAD FY 16 audit was completed on time and MGO was paid upon delivery of the audit report (\$41K). MPAD also requested an initial review of various financial policies and procedures (\$2.5K) for possible revisions. This review of financial policies is an unbudgeted item.

*Umbrella Liability Insurance Expenses  
Marketing\*\*\*\**

\*\*\*\* Marketing overage represents the Districts sponsorship of the Salinas International Airshow, unbudgeted, as well as unbudgeted expenses related to the Community Day event.

*Utilities – Electricity\*\*\*\*\**

\*\*\*\*\* G&E issued rebates to commercial and residential customers. MPAD received a rebate worth approximately 1 months power expense.

**Planning & Development:**

*Environmental^*

^ In May of FY 2016 an invoice from SWCA was expensed (\$9.2K). In November the invoice was reclassified to Job 2016-01 NEPA/CEQA Safety Initiative and capitalized.

**Maintenance & Custodial Services:**

*Airfield Repair & Maintenance +*

+ The lavatory dump project at the Monterey Jet Center was completed in late September/early October. The contractor completed the project billing and MPAD expects to receive an invoice for approximately \$14.5K in early November. Overall the project will be under budget.

*Terminal Repairs & Maintenance  
Rental Space Repairs*

**Airport Operations:**

*Salary & Wage Reimbursement*

**Police Department:**

Salary and Wages  
Salary & Wage Reimbursement  
Overtime (OT) Pay

**ARFF / Fire Services:**

District Vehicle Repair & Maintenance

**Other Income and Expense:**

Grants – FAA  
Depreciation and Amortization Expense

No additional questions on expenses.

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

*Review of accounts over 60 pass due were reviewed. Some accounts have been paid and others have been contacted for collections. MPAD is implementing a revised collections and tracking process that should improve collections and communications.*

Discussion 6. Future Agenda Items/Finance Committee Schedule

*The next meeting was scheduled for January 6, 2016 at 10:00 am in the Board Room.*

**E. ADJOURNMENT**

*The meeting adjourned at 12:30 pm.*

Minutes Approved at the Regular  
Meeting of January 11, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE  
District Secretary

**MINUTES OF THE REGULAR MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS**  
**BOARD ROOM, December 14, 2016 10:00 AM**

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

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

**B. PLEDGE OF ALLEGIANCE**

*Director Searle led the Pledge of Allegiance.*

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

1. Achievement of Accredited Airport Executive Status

<u>Name</u>	<u>Department</u>	<u>Position</u>
Neil Gabrielson	Operations	Operations Supervisor

**D. PUBLIC COMMENTS**

*None.*

**E. CONSENT AGENDA – ACTION ITEMS**

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

- Approve 1. Minutes of the Special Meeting of the Air Carrier Service, Marketing, and Community Relations Committee of November 3, 2016
- Approve 2. Minutes of the Special Meeting of the Budget and Finance Committee of November 7, 2016
- Approve 3. Minutes of the Regular Meeting of November 9, 2016

*Director Miller moved to approve Items E.1, E.2 and E.3. Director Sabo seconded the motion. The motion passed unanimously.*

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

**G. REGULAR AGENDA – ACTION ITEMS**

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

- Pass to Print 1. Ordinance No. 921, an Ordinance to Adopt California Code of Regulations Title 24, 2016 Edition of the California Building Standards Code and Other Building Related Codes

*Scott Huber, District Counsel, presented Item G.1.*

*Director Miller moved to Pass to Print Ordinance No. 921. Director Sabo seconded the motion. The motion passed by a roll call vote of 4-0. Director Leffel was absent.*

**MONTEREY PENINSULA AIRPORT DISTRICT  
ORDINANCE NO. 921**

**AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REPEALING IN ITS ENTIRETY ORDINANCE 914 AND ADOPTING BY REFERENCE THE 2016 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 1997 UNIFORM HOUSING CODE, AND THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE AS PUBLISHED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERNATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES IN THE MONTEREY PENINSULA AIRPORT; ADOPTING BY REFERENCE PART 9, CALIFORNIA FIRE CODE INCLUDING THE APPENDIX CHAPTERS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF.**

**NOW, THEREFORE,** the Board of Directors of the Monterey Peninsula Airport District DO ORDAIN as follows:

**SECTION 1. Repeal.** That Ordinance No. 914 entitled “AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REPEALING IN ITS ENTIRETY ORDINANCE 637 AND ADOPTING BY REFERENCE THE 2013 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 1997 UNIFORM HOUSING CODE, AND THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE AS PUBLISHED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERNATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES IN THE MONTEREY PENINSULA AIRPORT; ADOPTING BY REFERENCE PART 9, CALIFORNIA FIRE CODE INCLUDING THE APPENDIX CHAPTERS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF” and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 2. Adoption.** The Monterey Peninsula Airport District hereby adopts by reference the 2016 California Building Standards Code, Title 24, as adopted by the California Building Standards Commission, which includes the 2016 California Administrative Code, the 2016 California Building Code, the 2016 California Residential Code, the 2016 California Electrical Code, the 2016 California Mechanical Code, the 2016 California Plumbing Code, the 2016 California Energy Code, the 2016 California Historical Building Code, the 2016 California Fire Code, the 2016 California Existing Building Code, the 2016 California Green Building Code, the 2016 California Referenced Standards Code, the 1997 Uniform Code for the Abatement of Dangerous Buildings, the 1997 Uniform Housing Code, and the 2012 International Property Maintenance Code. A true and correct copy of the 2016 California Building Code as adopted by this section shall be on file in the office of the Secretary of the Monterey Peninsula Airport District for examination and use by the Public.

**SECTION 3.** The California Fire Code, 2016 edition, including Appendix Chapters, is hereby adopted as the Fire Code of the Monterey Peninsula Airport District, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of building and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, condition and terms of said Fire Code on file in the office of the Monterey Peninsula Airport District are hereby referred to, adopted, and made a part thereof, as if fully set out in this Chapter

**SECTION 4.** That any person, firm or corporation violating any provision of the code adopted hereby or failing to comply therewith, or violating or failing to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder shall be deemed guilty of a misdemeanor or infraction, whichever may be charged, and, upon conviction thereof, shall be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment in the county jail for not to exceed six (6) months, or both fine and imprisonment. Each separate day or portion thereof, during which any violation occurs or continues, shall be deemed to constitute a separate offense. The imposition of any one penalty for any violation shall not excuse the violation or permit it to continue and all such violations shall be corrected or remedied by the person, firm or corporation responsible for the violation within a reasonable time. The application of any penalties provided for above shall not be held to prevent the enforced removal of any violation of the code hereby adopted.

**SECTION 5.** Compliance with the California Environmental Quality Act: The Board of Directors finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 6.** Severability: If any section provision, of this Ordinance or the application thereof to any person or circumstances is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase hereof not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

This ordinance shall take effect on the 30<sup>th</sup> day after its adoption.

**PASSED TO PRINT BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** this 14th day of December 14, 2016 by the following roll call vote:

<b>AYES:</b>	<b>DIRECTORS:</b> Miller, Sabo, Searle, Vice Chair Nelson
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b> Leffel

Presentation 2. Findings on the Initial Study for Installation of a Three-Acre Solar Photovoltaic (PV) Electric Generating System

*Chris Morello, Senior Manager for Development and Environment, MPAD, presented Item G.2.*

*She delivered a status update to the Board on the Solar PV Electric Generating System. She stated that the next step in the process is to publish a notice of intent and to move forward with the comment period from the public on that notice of intent to adopt a mitigated negative declaration.*

Adopt 3. Resolution No. 1674, a Resolution Authorizing and Approving Submission of an Energy Conservation Assistance Act (ECAA) Program Loan Application

*Michael La Pier, Executive Director, MPAD, presented Item G.3.*

*He stated that Resolution No. 1674 authorizes staff to file an application on behalf of the District with the California Energy Commission to participate in a low interest loan program that could be used to pay for the installation of the solar panels. A Resolution of the Board is required to submit an application for the loan program.*

*Director Miller moved to adopt Resolution No. 1674. Director Sabo seconded the motion. The motion passed by a roll call vote of 4-0. Director Leffel was absent.*

### **RESOLUTION NO. 1674**

#### **A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF AN ENERGY CONSERVATION ASSISTANCE ACT (ECAA) PROGRAM LOAN APPLICATION**

**WHEREAS**, the California Energy Commission provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements;

**WHEREAS**, the District engages in facilities improvements for the purposes of improving sustainability and reducing energy costs;

**WHEREAS**, that the Governing Board of the Monterey Peninsula Airport District hereby finds, determines, declares, orders and resolves to apply for energy efficiency loan at 1% interest from the California Energy Commission to implement energy efficiency measures.

**WHEREAS**, that in compliance with the California Environmental Quality Act (CEQA), the Board finds that the activity funded by the loan is a project and an initial study prepared recommends that a mitigated negative declaration document need be prepared.

**WHEREAS**, that if recommended for funding by the California Energy Commission, the Board authorizes the Monterey Peninsula Airport District to accept a loan up to \$3,000,000.

**WHEREAS**, that the amount of the loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement, Promissory Note and Tax Certificate of the California Energy Commission.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** that the Executive Director is hereby authorized and empowered to execute in the name of Monterey Peninsula Airport District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to secure funding to complete the energy efficiency projects.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 14th day of December 2016, by the following roll call vote:

**AYES:**                      **DIRECTORS:**                      Miller, Sabo, Searle, Vice Chair Nelson

**NOES:**           **DIRECTORS:**  
**ABSTAIN:**     **DIRECTORS:**  
**ABSENT:**       **DIRECTORS:**           Leffel

Presentation 4. Drone Regulations – Informing Members of the Public

*Scott Huber, District Counsel, presented Item G.4.*

*He presented a brief overview of information regarding various regulations, rules and guidelines regarding drones. He indicated that the presented information will be put on the website for public reference.*

**H. ACCEPTANCE OF DEPARTMENT REPORTS** (11:30AM - 12:00PM Estimated)

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

**I. BOARD COMMITTEE REPORTS** (12:00PM - 12:15PM Estimated)

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

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

**J. CLOSED SESSION**

1. **ANTICIPATED LITIGATION** (Government Code section 54956.9(d)(2)) the Board will meet with the Executive Director and District Counsel regarding anticipated litigation – one case.

**K. RECONVENE TO OPEN SESSION**

*Vice Chair Nelson reported that no action was taken during Closed Session.*

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

- *Letter/Resolution from the Board to Representative Denham in Support of HR 5563*

- *Electronic Equipment Vending Machine Information*

**M. DISCUSSION OF FUTURE AGENDAS**

- *Approval of Board Member Attendance at ACI-NA/AAAE Conference in Washington, DC*
- *Air Service Development Presentation*

**N. ADJOURNMENT**

*The meeting adjourned at 12:38 pm.*

Minutes Approved at the Regular  
Meeting of January 11, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE  
District Secretary



**AGENDA ITEM:** J-4  
**DATE:** January 11, 2017

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Chris Morello, Senior Planning Manager  
Scott Huber, District Counsel  
**SUBJ:** Ordinance No. 921, an Ordinance to Adopt California Code of Regulations Title 24, 2016 Edition of the California Building Standards Code and Other Building Related Codes (1<sup>st</sup> Reading)

**BACKGROUND:** The Board of Directors may consider adopting the most recent editions of the California Code of Regulations Title 24, 2016 edition of the California Building Standards Code for the Monterey Peninsula Airport District. Further, the Board of Directors may consider adopting the most recent edition of the 2016 California Fire Code for the Monterey Peninsula Airport District.

**STAFF ANALYSIS:** The California Health and Safety Code, Section 17958, mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (Title 24 California Code of Regulations) every three (3) years. The State recently adopted the 2016 Edition of the California Building Standards Code, which includes the 2016 California Building, Electrical, Plumbing, Mechanical, Residential, Green Building, Fire, Energy, Administrative, Historical, Existing Building, and Reference Standard Codes. The 2016 Edition of the California Code of Regulations Title 24 becomes effective statewide on January 1, 2017.

The California Health and Safety Code requires that the Monterey Peninsula Airport District adopt ordinances that impose the same building standards as are contained in the 2016 California Building Standards Code, with the exception that the Monterey Peninsula Airport District may make amendments to these building standards that are more restrictive and that are reasonably necessary because of local climatic, geological, topographical and/or local environmental conditions as established by the Monterey Peninsula Airport District.

With the adoption of the attached ordinance, the Monterey Peninsula Airport District will comply with state requirements to adopt the 2016 Building Standards Codes. If approved, Ordinance No. 921 would adopt the California Building Standards Code, which includes the Fire Code.

**SCOPE.** n/a

**SOURCE OF FUNDS.** Costs are minimal (purchase of a set of the codes and staff training).

**IMPACT ON REVENUES.** n/a

**SCHEDULE.** n/a

**IMPACT ON OPERATIONS.** n/a

**CONTINGENCY.** n/a

**RECOMMENDATION.** Adopt Ordinance No. 921 - AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REPEALING IN ITS ENTIRETY ORDINANCE 914 AND ADOPTING BY REFERENCE THE 2016 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 1997 UNIFORM HOUSING CODE, AND THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE AS PUBLISHED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERNATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES IN THE MONTEREY PENINSULA AIRPORT; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF.

**MONTEREY PENINSULA AIRPORT DISTRICT  
ORDINANCE NO. 921**

**AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REPEALING IN ITS ENTIRETY ORDINANCE 914 AND ADOPTING BY REFERENCE THE 2016 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 1997 UNIFORM HOUSING CODE, AND THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE AS PUBLISHED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERNATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES IN THE MONTEREY PENINSULA AIRPORT; ADOPTING BY REFERENCE PART 9, CALIFORNIA FIRE CODE INCLUDING THE APPENDIX CHAPTERS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF.**

**NOW, THEREFORE,** the Board of Directors of the Monterey Peninsula Airport District DO ORDAIN as follows:

**SECTION 1. Repeal.** That Ordinance No. 914 entitled “AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REPEALING IN ITS ENTIRETY ORDINANCE 637 AND ADOPTING BY REFERENCE THE 2013 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 1997 UNIFORM HOUSING CODE, AND THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE AS PUBLISHED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERNATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES IN THE MONTEREY PENINSULA AIRPORT; ADOPTING BY REFERENCE PART 9, CALIFORNIA FIRE CODE INCLUDING THE APPENDIX CHAPTERS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF” and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 2. Adoption.** The Monterey Peninsula Airport District hereby adopts by reference the 2016 California Building Standards Code, Title 24, as adopted by the California Building Standards Commission, which includes the 2016 California Administrative Code, the 2016 California Building Code, the 2016 California Residential Code, the 2016 California Electrical Code, the 2016 California Mechanical Code, the

2016 California Plumbing Code, the 2016 California Energy Code, the 2016 California Historical Building Code, the 2016 California Fire Code, the 2016 California Existing Building Code, the 2016 California Green Building Code, the 2016 California Referenced Standards Code, the 1997 Uniform Code for the Abatement of Dangerous Buildings, the 1997 Uniform Housing Code, and the 2012 International Property Maintenance Code. A true and correct copy of the 2016 California Building Code as adopted by this section shall be on file in the office of the Secretary of the Monterey Peninsula Airport District for examination and use by the Public.

**SECTION 3.** The California Fire Code, 2016 edition, including Appendix Chapters, is hereby adopted as the Fire Code of the Monterey Peninsula Airport District, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of building and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, condition and terms of said Fire Code on file in the office of the Monterey Peninsula Airport District are hereby referred to, adopted, and made a part thereof, as if fully set out in this Chapter

**SECTION 4.** That any person, firm or corporation violating any provision of the code adopted hereby or failing to comply therewith, or violating or failing to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder shall be deemed guilty of a misdemeanor or infraction, whichever may be charged, and, upon conviction thereof, shall be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment in the county jail for not to exceed six {6} months, or both fine and imprisonment. Each separate day or portion thereof, during which any violation occurs or continues, shall be deemed to constitute a separate offense. The imposition of any one penalty for any violation shall not excuse the violation or permit it to continue and all such violations shall be corrected or remedied by the person, firm or corporation responsible for the violation within a reasonable time. The application of any penalties provided for above shall not be held to prevent the enforced removal of any violation of the code hereby adopted.

**SECTION 5.** Compliance with the California Environmental Quality Act: The Board of Directors finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 6.** Severability: If any section provision, of this Ordinance or the application thereof to any person or circumstances is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining

portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase hereof not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

This ordinance shall take effect on the 30<sup>th</sup> day after its adoption.

**ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** this 11th day of January, 2017 by the following roll call vote:

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>

Signed this 11th day of January 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE  
District Secretary



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MONTEREY, CA 93940

Legal No. 0005872775  
Ord #921

Ordered by:

## PROOF OF PUBLICATION

STATE OF CALIFORNIA  
County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Monterey Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

12/19/16

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 12/19/2016 at Monterey, California.

Signature



Published by The Monterey Herald  
P.O. Box 271 • Monterey, California 93942  
(831) 726.4382

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MONTEREY PENINSULA AIRPORT DISTRICT  
Account No. 2141463  
200 FRED KANE DR  
STE 200  
MONTEREY, CA 93940

Legal No. 0005872775  
Ord #921  
Total Cost: \$880.1799999999999  
Ordered by:

## PROOF OF PUBLICATION

STATE OF CALIFORNIA  
County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Monterey Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

12/19/16

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 12/19/2016 at Monterey, California.

Signature

MONTEREY PENINSULA AIRPORT DISTRICT  
ORDINANCE NO. 322

AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REPEALING IN ITS ENTIRETY ORDINANCE 314 AND ADOPTING BY REFERENCE THE 2016 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 1997 UNIFORM HOUSING CODE, AND THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE AS PUBLISHED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES IN THE MONTEREY PENINSULA AIRPORT; ADOPTING BY REFERENCE PART 9, CALIFORNIA FIRE CODE INCLUDING THE APPENDIX CHAPTERS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF.

NOW, THEREFORE, the Board of Directors of the Monterey Peninsula Airport District DO ORDAIN as follows:

**SECTION 1. Repeal.** That Ordinance No. 314 entitled "AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REPEALING IN ITS ENTIRETY ORDINANCE 317 AND ADOPTING BY REFERENCE THE 2013 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24 AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 1997 UNIFORM HOUSING CODE, AND THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE AS PUBLISHED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES IN THE MONTEREY PENINSULA AIRPORT; ADOPTING BY REFERENCE PART 9, CALIFORNIA FIRE CODE INCLUDING THE APPENDIX CHAPTERS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF" and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 2. Adoption.** The Monterey Peninsula Airport District hereby adopts by reference the 2016 California Building Standards Code, Title 24, as adopted by the California Building Standards Commission, which includes the 2016 California Administrative Code, the 2016 California Building Code, the 2016 California Residential Code, the 2016 California Electrical Code, the 2016 California Mechanical Code, the 2016 California Plumbing Code, the 2016 California Energy Code, the 2016 California Historical Building Code, the 2016 California Fire Code, the 2016 California Existing Building Code, the 2016 California Green Building Code, the 2016 California Referenced Standards Code, the 1997 Uniform Code for the Abatement of Dangerous Buildings, the 1997 Uniform Housing Code, and the 2012 International Property Maintenance Code. A true and correct copy of the 2016 California Building Code as adopted by this section shall be on file in the office of the Secretary of the Monterey Peninsula Airport District for examination and use by the Public.

**SECTION 3.** The California Fire Code, 2016 edition, including Appendix Chapters, is hereby adopted as the Fire Code of the Monterey Peninsula Airport District, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of building and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, condition and terms of said Fire Code on file in the office of the Monterey Peninsula Airport District are hereby referred to, adopted, and made a part thereof, as if fully set out in this chapter.

**SECTION 4.** That any person, firm or corporation violating any provision of the code adopted hereby or failing to comply therewith, or violating or failing to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder shall be deemed guilty of a misdemeanor or infraction, whichever may be charged, and, upon conviction thereof, shall be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment in the county jail for not to exceed six (6) months, or both fine and imprisonment. Each separate day or portion thereof, during which any violation occurs or continues, shall be deemed to constitute a separate offense. The imposition of any one penalty for any violation shall not excuse the violation or permit it to continue, and all such violations shall be corrected or remedied by the person, firm or corporation responsible for the violation within a reasonable time. The application of any penalties provided for above shall not be held to prevent the enforced removal of any violation of the code hereby adopted.

**SECTION 5.** Compliance with the California Environmental Quality Act: The Board of Directors finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(a)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 6.** Severability: If any section, provision, or this Ordinance or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase hereof not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

This ordinance shall take effect on the 30th day after its adoption.

**PASSED TO PRINT BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** this 14th day of December 14, 2016 by the following roll call vote:

**AYES:** DIRECTORS: Miller, Sabo, Searle, Vice Chair Nelson  
**NOES:** DIRECTORS:  
**ABSTAIN:** DIRECTORS:  
**ABSENT:** DIRECTORS: Lefel

Signed this 14th day of December 2016

Michael La Pier, AAE, Executive Director

Publication Date: Dec. 15, 2016



**TO:** Michael La Pier, Executive Director  
**FROM:** Jeffrey Hoyne, Chief of Police  
**SUBJ:** Ordinance No. 922, An Ordinance Providing for Traffic and Parking Regulations at the Monterey Peninsula Airport and Prescribing Penalties for Violations Thereof.

**BACKGROUND.** Existing Ordinance No. 906 contains the traffic and parking regulations that govern vehicle operations on airport property. As currently written, Ordinance No. 906 has become out dated.

The proposed ordinance incorporates provisions for authorizing vehicle searches by airport police during times of increased security alerts, incorporates general provisions of the Vehicle Code, and allows the imposition of fines pursuant to the Vehicle Code. Most importantly, the proposed ordinance gives staff and administration maximum flexibility to modify parking restrictions, time limits and no-parking zones to meet the needs of the Airport by posting signage indicating the change.

**STAFF ANALYSIS.** Generally speaking, Ordinance 906 establishes parking regulations by specifically identifying parking zones on an airport map. Any time that the parking regulations need to change to meet the conditions of the Airport, the Ordinance would need to be modified.

The proposed ordinance incorporates general provisions of the Vehicle Code which allow parking regulations to be established and enforced by the placement of signage and the painting of curbs. In the event that parking needs change, the Airport can replace signage indicating the new parking restrictions. In addition, the proposed ordinance allows the imposition of fines for violations of the Ordinance pursuant to the Vehicle Code.

The proposed ordinance also incorporates regulations related to traffic flow, street closure, and oversized equipment on Airport roads and property. The proposed ordinance regulates long-term storage of vehicles on the streets and roadways of the airport by incorporating sections of the California Vehicle Code that, among other things, restrict overtime parking.

In the event the Transportation Security Administration imposes increased security requirements related to vehicles that enter the Airport property, the proposed ordinance provides authority and procedures for conducting inspections in a lawful, consistent manner while meeting the Federal mandate.

**RECOMMENDATION.** Pass to Print Ordinance No. 922 - AN ORDINANCE PROVIDING FOR TRAFFIC AND PARKING REGULATIONS AT THE MONTEREY PENINSULA AIRPORT AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF

**ATTACHMENT.**

Proposed Ordinance 922

## ORDINANCE NO. 922

### AN ORDINANCE PROVIDING FOR TRAFFIC AND PARKING REGULATIONS AT THE MONTEREY PENINSULA AIRPORT AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF

#### THE BOARD OF DIRECTORS OF MONTEREY PENINSULA AIRPORT DISTRICT DO ORDAIN AS FOLLOWS:

**SECTION 1. Definitions.** Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following words or phrases have the meanings set forth below. Words or phrases that are not defined in this ordinance, but that are defined in the California Vehicle Code, have the meanings set forth therein.

"Airport" means the Monterey Peninsula Airport and all lands owned or operated by the Monterey Peninsula Airport District for airport purposes or activities. "Airport" includes all improvements, facilities and appurtenances.

"Executive Director" means the executive director of the airport or his or her designee.

"Board of Directors" means the board of directors of the Monterey Peninsula Airport District.

"Chief of Police" means the Chief of the Monterey Peninsula Airport District Police Department or his or her designee.

"Curb" means the lateral boundary of the roadway, whether such curb is marked by curbing construction, paint, reflectors or buttons on the roadway surface or is not so marked.

"District" means the Monterey Peninsula Airport District.

"FAA" means the United States Department of Transportation, Federal Aviation Administration.

"Fuel Tanker" means any motor vehicle used for the transportation or delivery of gasoline, jet fuel or any other petroleum product.

"Mph" means miles per hour.

"Operator" means every person who shall operate a vehicle as the owner thereof, or as the agent, employee or permittee of the owner, or who is in actual physical control of a vehicle, including, without limitation, the driver thereof.

"Park", "Parked" or "Parking" means the stopping, parking or leaving standing of any vehicle in any location whether the operator thereof leaves or remains in such vehicle when such stopping, parking or standing is not required by traffic controls.

"Parking Enforcement Officer" means an employee of the District authorized by the Executive Director to enforce parking laws and regulations at the airport through the issuance of parking infraction notices.

"Police Officer" means any officer of the Monterey Peninsula Airport District Police Department or any other peace officer acting at the request of the Executive Director or Chief of Police.

"Street" means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public; airport tenants, their employees and invitees; or others for purposes of vehicular travel or parking and shall include, without limitation, any highway, road, alley, public parking lot, public parking area and public drive.

"Taxicab" means any motor vehicle used for the carriage of passengers for hire upon the basis of distance traveled or on a flat-fee basis.

**SECTION 2. Hours and Time Limits.** Wherever certain hours are set forth in this ordinance they mean Pacific Standard Time or Pacific Daylight Time, whichever is then in current use. The provisions of this ordinance imposing a time limit on parking shall not relieve any operator from the duty to observe other or more restrictive provisions of the California Vehicle Code or the ordinances of the District prohibiting or the limiting parking in specified places or at specified times. Every parking regulation adopted under this ordinance which imposes a time limit on parking shall be so construed as to require the complete removal of a vehicle from the entire space occupied by such vehicle at or before the expiration of such time limit. A partial removal from such space so occupied, or a complete removal and the return of such vehicle to such space or any part thereof before such vehicle shall have first exited the airport shall constitute a violation of such time limit.

**SECTION 3. General Applicability of Vehicle Code.** Subject to the rules and regulations contained herein or otherwise adopted by the District pursuant to the California Vehicle Code, the provisions of the California Vehicle Code in effect as of the date of adoption of this ordinance, and as the same may be amended from time to time hereafter, shall apply upon all streets within the airport.

**SECTION 4. Direction of Traffic.** Each police officer is authorized to direct traffic within the airport. If a police officer determines that the traffic load on a particular street, or a portion thereof, is such that little or no vehicular flow is occurring and, additionally, if the police officer finds that a significant number of vehicles are not promptly moving when an opportunity

arises to do so, then the police officer may divert vehicles, excepting public safety or emergency vehicles, from that street, or portion thereof, subject to traffic congestion until such time as reasonably flowing traffic is restored. The police officer may place any approved traffic control devices to accomplish such diversion. Members of the Airport Fire Department, when at the scene of a fire, accident or other emergency, and in uniform may direct or assist police officers in directing traffic thereat or in the immediate vicinity thereof and while so engaged shall be considered as persons appointed pursuant to California Vehicle Code section 21100(e). Similarly, members of the Airport Operations Department; whenever official traffic control devices are disabled or otherwise inoperable, at the scenes of accidents or disasters, or at such locations as may require traffic direction for orderly traffic flow; shall be considered as persons appointed pursuant to California Vehicle Code section 21100(e) while acting in the course of their official duties, provided that they are wearing insignia issued by the District.

**SECTION 5. Temporary Street Closure for Maintenance or Emergency.** The Executive Director or Chief of Police may temporarily restrict the use of or close any street within the airport whenever he or she considers such closing or restriction necessary for the protection of the public (due to the holding of assemblages or processions or otherwise), the protection of the street, or during construction, improvement or maintenance operations on the street. The Executive Director and Chief of Police are directed to notify the public of any such temporary closure or restriction by erecting suitable traffic control devices, warnings, notices or signs or by assigning a traffic officer or by other method suitable to conveying to operators of vehicles on such street that it is closed or its use restricted.

**SECTION 6. Parking on Closed Streets.** No vehicle shall be parked within the airport on any street or portion thereof which is necessary for the cleaning, repair, or construction of the street, or for the installation of underground utilities or for a purpose other than the normal flow of traffic or for the movement of equipment, articles or structures of unusual size, if the parking of that vehicle would prohibit or interfere with that use or movement provided that signs giving notice that the vehicle may be removed are erected or placed at least twenty-four (24) hours prior to the closure and/or removal. The Executive Director is directed to place and maintain such signs wherever required in connection with such circumstances. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 7. Driving Over Fresh Pavement.** No operator shall drive any vehicle over or across any newly made pavement or freshly painted markings on any street within the airport when a traffic officer, traffic control device, sign or other marking device is in place warning operators not to drive over or across such pavement or marking, or when any such sign or device is in place indicating that the street or any portion thereof is closed.

**SECTION 8. Speed Limits on Airport Road.** Except to the extent that lower speed limits are required by the California Vehicle Code or the ordinances of the District, the maximum speed limit upon that portion of Airport Road situated within the airport and lying east of a point four hundred (400) feet east of the intersection of Airport Road with North Road shall be thirty

(30) mph. The Executive Director is directed to place and maintain an appropriate speed restriction sign at a point four hundred (400) feet east of the intersection of Airport Road with North Road.

**SECTION 9. Speed Limits on Other Streets.** Except to the extent that lower speed limits are required by the California Vehicle Code, other sections of this ordinance or the other ordinances of the District, the maximum speed limit upon any street within the airport shall be twenty-five (25) mph. The Executive Director is directed to place and maintain appropriate speed restriction signs at all entrances to the airport.

**SECTION 10. Through Streets.** The following streets and portions of streets within the airport are through streets and all vehicles shall stop before entering or crossing the same:

Airport Road  
Fred Kane Drive

The Executive Director is directed to place and maintain appropriate stop signs at all entrances to such through streets.

**SECTION 11. Stop Intersections.** The Executive Director is directed to place and maintain appropriate stop signs at the entrance.

**SECTION 12. Yield Intersections.** The Executive Director is directed to place and maintain appropriate yield right-of-way signs at the entrance.

**SECTION 13. No Left Turns.** No vehicle shall make a left hand turning movement at any entrance to any intersection at which a no left turn sign is to be placed. The Executive Director is directed to place and maintain appropriate no left turn signs at the entrance.

**SECTION 14. No Right Turns.** No vehicle shall make a right hand turning movement at any entrance to any intersection at which a no right turn sign is to be placed. The Executive Director is directed to place and maintain appropriate no right turn signs at the entrance.

**SECTION 15. No U-Turns.** No vehicle shall make a U-turn at any entrance to any intersection shown as an entrance at which a no U-turn sign is to be placed. The Executive Director is directed to place and maintain appropriate no U-turn signs at the entrance

**SECTION 16. One-Way Streets.** The Executive Director is directed to place and maintain appropriate one-way street and do not enter signs at the entrance or entrances

**SECTION 17. Lane Markings.** All vehicles shall be moved only in the direction specified for the lane in which the vehicle is moving. The Executive Director is authorized to

mark and maintain center lines and lane lines upon the streets within the airport to indicate the lanes and course to be traveled by vehicles.

**SECTION 18. Crosswalks.** The Executive Director is directed to place and maintain appropriate pavement markings to indicate such crosswalks.

**SECTION 19. Additional Temporary Traffic Control Devices.** The Executive Director or Chief of Police may place and maintain additional temporary traffic control devices meeting the requirements of California Vehicle Code within the airport when necessary or convenient to regulate traffic or to guide or warn traffic due to conditions of temporary congestion or hazard. The determination to place or maintain additional temporary traffic control devices shall be made by the Executive Director or Chief of Police upon the basis of traffic engineering principles and traffic investigations and in accordance with such standards, limitations, policies and rules as may be set by the Board of Directors by ordinance or resolution. Such additional temporary traffic control devices shall be removed when the conditions which warranted or required the installation no longer exist.

**SECTION 20. Obstruction of Traffic.** It is unlawful for any operator to park on any street within the airport in such manner as to obstruct the free use of such street. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 21. Authority to Relocate Vehicles.** Any police officer may relocate or cause to be relocated, by means of towing or otherwise, any vehicle parked upon any street, within any parking area, or at any other place within the airport when such officer determines that such vehicle creates an operations problem, nuisance or safety hazard by reason of the place or manner in which it is parked, even if the vehicle is legally parked. In the event that such officer makes such determination, the vehicle shall be relocated to the nearest available area where the vehicle may legally be parked without creating such an operations problem, nuisance or safety hazard, without notice to the owner or operator of the vehicle. Provided that the vehicle was legally parked prior to relocation, no charge shall be assessed against the owner or operator of the relocated vehicle for the relocation of the vehicle.

**SECTION 22. Off-street Parking Lots and Driveways.** Permission is granted to drive vehicles upon those portions of the airport devoted to public driveways and off-street public parking lots unless such driving is restricted by appropriate signs to specific classes of vehicles and to park vehicles upon those portions of the airport devoted to off-street public parking lots in such manner as may be designated by appropriate signs or curb or surface markings. The Executive Director is directed to place and maintain appropriate signs or curb markings giving notice of said restrictions and designations. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 23. Payment for Parking.** It is unlawful for any operator to park within the airport in any area requiring payment for parking therein without paying or arranging for the payment of the required parking charges for the right and privilege of parking therein. It is unlawful for any person charged with the responsibility to collect parking fees to voluntarily cooperate in allowing any operator owing a parking fee to leave the parking lot without making or arranging for the payment of such parking fee. Nothing in this ordinance shall require any person charged with the responsibility to collect parking fees to physically restrain any operator. The prohibitions of this section shall not apply when no parking fee is due because the operator has an appropriate and valid, un-expired, un-revoked, un-suspended and un-terminated parking permit or validation applicable to the area in which the vehicle is parked.

**SECTION 24. Parking Space Markings.** When lines or other appropriate markings upon the surface of any street within the airport are in place designating parking spaces no operator shall park any vehicle except entirely within any such parking space. Within angle parking zones no operator shall park in any manner other than at the angle indicated by the markings on the surface of the street. When the parking of a vehicle is required to be within a parallel parking space, the vehicle or a combination of connected vehicles exceeding the dimensions of such a space may also occupy one or more adjoining parallel parking spaces, provided that all other provisions of this ordinance applicable to such space shall be observed. No vehicle in excess of fifteen (15) feet in length shall be stopped, left standing or parked in any parking space designated for compact cars only by appropriate surface markings or signs. The Executive Director is authorized to place and maintain appropriate lines, surface markings and signs for the designation of parking spaces and parking spaces for compact cars only. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 25. Freight Loading (Yellow) Zones.** No operator shall park any vehicle, whether attended or unattended, except for the purpose of loading or unloading of freight onto or from a commercial vehicle in freight loading zones at any time. The Executive Director is directed to place and maintain appropriate signs or curb markings giving notice of this regulation at such places. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 26. Passenger Loading (White) Zones.** No operator shall park any vehicle, whether attended or unattended, except for the purpose of loading or unloading of passengers or luggage or depositing mail in an adjacent mailbox or leave any vehicle unattended at passenger loading (white) zones at any time. The Executive Director is directed to place and maintain appropriate signs or curb markings giving notice of this regulation at such places. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 27. Time Limit (Green) Zones.** No operator shall park any vehicle, whether attended or unattended, for any period of time at time limit (green) zones. The Executive Director is directed to place and maintain appropriate signs or curb markings giving notice of



this regulation at such places. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 28. No Parking (Red) Zones.** No operator shall park any vehicle, whether attended or unattended, except a bus stopped or parked in a red zone marked or sign posted as a bus loading zone within a no parking (red) zones. The Executive Director is directed to place and maintain appropriate signs giving notice of this regulation at such places. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 29. Taxi Stands.** No operator shall park any vehicle, whether attended or unattended, except a taxicab awaiting employment (the operator of which holds an appropriate and valid, unexpired, un-revoked, unsuspended and un-terminated operating permit from the District) within a taxi stand at any time. The Executive Director is directed to place and maintain appropriate signs or curb markings giving notice of this regulation at such places. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 30. Disabled Persons Parking (Blue) Zones.** No operator shall park any vehicle, whether attended or unattended, unless the vehicle displays either a disabled persons special identification license plate or a disabled persons distinguishing placard issued pursuant to California Vehicle Code within a disabled persons parking (blue) zone. With regard to on-street parking spaces designated for disabled persons, the Executive Director is directed to place and maintain appropriate curb markings and in addition appropriate signs or other suitable means of giving notice of this regulation at such places. With regard to off-street parking spaces designated for disabled persons, the Executive Director is directed to place and maintain by posting immediately adjacent to and visible from, each stall or space, an appropriate sign and place and maintain appropriate surface markings, each in compliance with the requirements of the California Vehicle Code. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 31. Angle Parking Zones.** No operator shall park any vehicle in a space marked for angle parking unless one of the front wheels of said vehicle is within twelve (12) inches of the curb or barrier marking the maximum forward movement for vehicles in said parking space. The Executive Director is directed to place and maintain appropriate surface markings giving notice of this regulation at such places. The Executive Director or Chief of Police may issue permits for the backing of a vehicle to the curb for the purpose of loading or unloading materials subject to the terms and conditions of such permit. Such permits may be issued either to the lessee of real property at the Airport or to the operator of the vehicle and shall grant such privileges as are therein stated. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 32. Permit Parking Zones.** No operator shall park any vehicle, whether attended or unattended, in permit parking zones at any time without an appropriate and valid, unexpired, un-revoked, unsuspended and un-terminated permit allowing for such use. The

Executive Director is directed to place and maintain appropriate signs giving notice of this regulation at such places. The Executive Director or Chief of Police may issue permits for the use of permit parking zones subject to the terms and conditions of such permit. Such permits may be issued either to the lessee of real property at the airport or to the operator of the vehicle and shall grant such privileges as are therein stated. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 33. Reserved Parking.** No operator other than the operator to whom the use of such space has been reserved shall park any vehicle, whether attended or unattended, in reserved parking areas at any time. The Executive Director is directed to place and maintain appropriate signs giving notice of this regulation at such places. No operator shall park any vehicle in a reserved parking space unless the vehicle prominently displays appropriate and valid, unexpired, un-revoked, unsuspended and un-terminated identifying insignia provided by the District or bears other marking acceptable to the District identifying the vehicle as entitled to park in the reserved parking space. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 34. Overnight Parking.** No operator shall park any vehicle, whether attended or unattended, where overnight parking is prohibited between the hours of 2:00 a.m. and 6:00 a.m. without a permit. The Executive Director is directed to place and maintain appropriate signs or curb markings giving notice of this regulation at such places. The Executive Director or Chief of Police may issue permits for overnight parking subject to the terms and conditions of such permit. Such permits may be issued either to the lessee of real property at the airport or to the operator of the vehicle and shall grant such privileges as are therein stated. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 35. Double Parking by Commercial Vehicles.** It is unlawful for the operator of any commercial vehicle to park such vehicle on any street within the airport so that its right tires are more than eighteen (18) inches from the curb. Vehicles parked in violation of this section may be removed at the owner's expense.

**SECTION 36. Parking of Oversized Vehicles.** No vehicle that is six (6) feet or more in height (including any load thereon) shall be parked on any portion of any street within the airport that is within one hundred (100) feet of any intersection or on a street upon which the parking of oversized vehicles is prohibited. The Executive Director is directed to place and maintain appropriate signs giving notice of such restrictions in such places.

**SECTION 37. Vehicle Repairs, Washing, Etc.** No person shall drain or change any antifreeze or other coolant, brake fluid, hydraulic fluid, automatic transmission fluid, engine oil or other lubricant from or in any vehicle or make any repairs to, or install any part or accessory on, any vehicle while it is upon any street within the airport, except emergency repairs necessary to

enable a disabled vehicle to be moved from the street. No person shall wash or cause to be washed or polish or cause to be polished any vehicle or any part thereof upon any street within the airport.

**SECTION 38. Vending Prohibited.** The Board of Directors, having determined that the public safety requires such regulation, declares that no operator shall park any vehicle or place any structure wholly or partly within any street within the airport for the purpose of selling such vehicle or structure, or selling there from or thereon any article or thing. No person shall sell, display for sale, or offer for sale any vehicle or thing either in or from any such vehicle or structure so parked or placed. The provisions of this section shall not prohibit a seller from taking away or delivering any commodity from a vehicle on that part of a street immediately adjacent to the premises of the purchaser.

**SECTION 39. Unattended Taxicabs.** It is unlawful for an operator to leave any taxicab unattended on the airport without the prior written permission of the Executive Director, except when such taxicab is lawfully parked in a public parking facility.

**SECTION 40. Impounding of Taxicabs.** It is unlawful for any person to operate a taxicab at the airport without an appropriate and valid, unexpired, unsuspended and un-terminated operating permit from the District. Whenever a police officer arrests any person for operating as a taxicab without a valid operating permit as required by this ordinance, the police officer may impound and retain possession of any vehicle used in a violation of this ordinance, pursuant to and in conformity with the requirements of either section 53075.6 of the California Government Code or section 21100.4 of the California Vehicle Code.

**SECTION 41. Fuel Tankers Prohibited on Portion of Fred Kane Drive.** No operator shall drive any fuel tanker, whether loaded or empty, over that portion of Fred Kane Drive lying between a point two hundred (200) feet east of the easternmost edge of the airport terminal building and the intersection of Fred Kane Drive with Sky Park Drive. The Executive Director directed to place and maintain appropriate signs giving notice of this regulation at such places.

**SECTION 42. Report of Damage to District Property.** The operator of any vehicle involved in any accident resulting in damage to any property owned by the District, including, but not limited to any fire hydrant, parking meter, lighting post, telephone pole, fence, electric light or power pole, or resulting in damage to any tree, traffic control device or other property of a like nature located in or along any street, shall within one business day after such accident make a written report of such accident to the Airport Police Department office. Every such report shall state the time when and the place where the accident took place, the name and address of the person owning and of the person operating or in charge of such vehicle, the license number of every such vehicle and shall briefly describe the property damage in such accident. The operator of any vehicle involved in any accident shall not be subject to the requirements of this section if and during the time he is physically incapable of making a report,

but in such an event he shall make a report within one business day after regaining ability to make such report.

**SECTION 43. Chalk Marks.** It is unlawful for any operator to remove, obliterate or conceal for the purpose of evading the time limitations set forth in this ordinance any chalk mark or other distinguishing mark used by any police officer in connection with the enforcement of the parking regulations of this ordinance.

**SECTION 44. Vehicle Searches.** From time to time, including but not limited to periods of increased terrorist threat, the District may designate roads, parking lots or other areas of the airport (or any portions thereof) as areas entry into which constitutes consent to search of the vehicle and any occupants or property contained therein. Notice of such designation shall be provided by conspicuously posted signs or in the alternative, through verbal or written notice (including but not limited to hand-outs) provided to persons prior to their entry into such areas. If notice is provided through the posting of signs, such signs shall be posted in such places and in such manner as will afford persons not desiring to undergo a search a reasonable opportunity to leave the airport without being searched, provided that no reasonable suspicion of criminal wrongdoing exists independent of the evidenced desire not to be searched. If verbal or written notice is provided, such notice shall be provided at such a location and in such a manner as will afford persons not desiring to be searched a reasonable opportunity to leave the airport without being searched, provided that no reasonable suspicion of criminal wrongdoing exists independent of the evidenced desire not to be searched. Once entry has been made into an area that has been properly posted or described in such verbal or written notice it shall be unlawful to refuse to submit to any lawful inspection of the person, property or vehicle for weapons, explosives, hazardous materials or other items or material which could be a threat to persons or property at the airport.

**SECTION 45. Parking Enforcement Officers.** All persons duly assigned by the Executive Director as parking enforcement officers are hereby empowered and directed to enforce the provisions of this ordinance through the issuance of parking citations, or other action as outlined in this Ordinance or the California Vehicle Code.

**SECTION 46. Obedience to Traffic Directions.** It is unlawful for any person to disobey or willfully fail to comply with any lawful order, signal or direction of any uniformed peace officer or member of the fire department when that officer or member is directing traffic.

**SECTION 47. General Exemptions.** The prohibitions of this ordinance shall not apply when violation is necessary to comply with the directions of a traffic officer, a person appointed pursuant to California Vehicle Code section 2100(e) or an official traffic control device.

**SECTION 48. Commercial Vehicle Exemptions.** The provisions of this ordinance shall not apply to commercial vehicles carrying heavy tools, material or equipment while actually engaged in construction or repair work upon a street or property adjacent hereto provided that

the operator thereof obtains a permit for such use. The Executive Director is authorized to issue permits for such use subject to the terms and conditions outlined in the permit. Permits may be issued either to the lessee of real property at the airport or to the operator of the vehicle and shall grant such privileges as are therein stated.

**SECTION 49. Government and Emergency Vehicle Exemptions.** The prohibitions of this ordinance shall not apply to emergency vehicles, to vehicles of any political subdivision of the State of California, or to vehicles of a public utility provided in each instance that the driver of any such vehicle is engaged in the necessary performance of public emergency duties. The prohibitions of this ordinance shall not apply to vehicles of the United States Postal Service while delivering or collecting mail, to vehicles of the United States Department of Transportation, to vehicles of the FAA or to vehicles of the District.

**SECTION 50. Penalties.** Every person who violates any provision of this ordinance is guilty of an infraction, and upon conviction thereof shall be punished in the maximum amount specified in California Vehicle Code section 42001, or such greater sum as may be provided by the California Vehicle Code for the violation of such a parking restriction.

**SECTION 51. Repeal and Cancellation of Prior Ordinance.** Ordinance No. 906, entitled "An Ordinance Providing for Traffic and Parking Regulations at the Monterey Peninsula Airport and Prescribing Penalties for Violation Thereof" is hereby repealed. All other ordinances and parts of ordinances in conflict with this ordinance, to the extent of such conflict and no further, are each hereby repealed.

**SECTION 52. Severability.** This ordinance is not the exclusive regulation of traffic or parking at or within the airport and shall supplement and be in addition to the other regulatory codes, statutes and ordinances heretofore or hereafter enacted by the District, the State of California or any other legal entity or agency having jurisdiction. This ordinance shall not be interpreted or construed to permit parking where or when it is otherwise restricted by other applicable laws. Nothing in this ordinance is intended to make punishable any act or acts which are prohibited by any law of the state or federal government. Nothing in this ordinance shall authorize the maintenance of any public or private nuisance. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this ordinance are declared to be severable.

**SECTION 53. Effective Date.** This ordinance shall take effect thirty (30) days from and after the date of its adoption. No provision of this ordinance for which signs, pavement markings, curb markings or other markings giving notice thereof are required by the California Vehicle Code shall be effective unless and until such signs or markings are in place.

**PASSED TO PRINT** by the Board of Directors of the Monterey Peninsula Airport District at a meeting of January 11, 2017 by the following vote:

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>

Signed this 11th day of January, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE  
District Secretary

**AGENDA ITEM: L-2**  
**DATE: January 11, 2017**

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Chris Morello, Senior Planning Manager  
**SUBJ:** Resolution 1676, a Resolution Certifying the Mitigated Negative Declaration for Installation of a Three-Acre Solar Photovoltaic (PV) Electric Generating System and Adopting Related Findings and Project Mitigation Measures

**BACKGROUND.**

In accordance with the requirements of the California Environmental Quality Act (CEQA), an Initial Study checklist was prepared for the Fly Monterey Solar project. The checklist evaluated 17 environmental categories and determined that potential environmental impacts could be successfully mitigated and a negative declaration was the appropriate vehicle for project approval.

The Initial Study and Notice of Intent to Adopt a Negative Declaration was brought before the board for consideration on December 14, 2016. Immediately after the board meeting the NOI was posted (1) at the office of the County Clerk and (2) on the airport's website. The NOI provided for a 20 day public and agency comment period. The comment period closed on January 4, 2017. No comments were received during the comment period.

**Proposed Project**

The proposed project evaluated within the Initial Study included the installation of a solar installation at Monterey Regional Airport. Grading, construction, and implementation into the existing utility infrastructure will be completed in a manner that will allow the vegetation to regenerate naturally. The system chosen for this application is a photovoltaic ground mount system. The system is comprised of the photovoltaic modules (solar panels), the controller, energy storage, energy distribution, and ultimately the end user (the Airport). Electricity is produced by solar panels through the process of converting light (photons) to electricity (voltage). The array will be integrated into the existing utility infrastructure via underground conduit.

The photovoltaic array will be constructed in an open field and will occupy an area approximately 2.97 acres. The array will be positioned in such a way where the highest point will be 9 feet above the ground. The total power output of the system will be approximately 862kw. Minimal grading will be required to prepare the site for the array installation.

The Airport, with the assistance of OpTerra Energy Services will be coordinating the construction and mitigation of impact to the local environment. OpTerra specializes in sustainable energy and are committed to provide solutions that will provide comprehensive energy programs that transform the way the airport will operate.

## **Environmental Findings**

No significant environmental impacts were identified through the environmental review and field investigations. Less than significant impacts to biological resources were identified and mitigation measures were incorporated to reduce overall project impacts to protected resources. Mitigation measure BIO-6 was included within the Initial Study and the remaining mitigation measures will be employed to meet FAA and industry best management practices.

**BIO-1** Prior to ground disturbance, the project sponsor shall retain an environmental monitor for all measures requiring environmental mitigation to ensure compliance with the mitigation measures. The monitor shall be responsible for: 1) ensuring that procedures for verifying compliance with environmental mitigations are implemented; 2) conducting compliance monitoring and reporting; and 3) conducting construction crew training regarding environmentally sensitive areas. Monitoring shall be full time during the initial disturbance phase and be reduced to monthly following completion of initial disturbances.

**BIO-2** Prior to the commencement of site grading, the environmental monitor shall conduct an environmental awareness training for all construction personnel. The environmental awareness training shall include discussions of the special communities and special-status species that occur adjacent to the project area. Topics of discussion shall include: description of the species' habitats; general provisions and protections afforded by the Federal Endangered Species Act and California Environmental Quality Act; measures implemented to protect special-status species; review of the project boundaries and special conditions; the monitor's role in project activities; lines of communication; and procedures to be implemented in the event a special-status species is observed in the work area.

**BIO-3** In order to avoid unanticipated impacts to sensitive resources, the project plans shall clearly show the location of project delineation fencing that excludes adjacent Monterey spineflower, sandmat manzanita, Monterey pine, and sandmat manzanita chaparral occurrences from unnecessary disturbance. The fencing shall consist of highly visible construction fence supported by steel T-stakes that are driven into the soil. The project delineation fencing shall remain in place and functional throughout the duration of the project construction, and no work activities shall occur outside the delineated work area without the oversight of a monitoring biologist. Project plans shall clearly show all staging areas, which shall be located within previously developed areas on the airport property or within the identified project footprint.

**BIO-4** To the maximum extent possible, site preparation, ground-disturbing, and construction activities should be conducted between October and February, which is outside of the typical migratory bird breeding season for the area. If such activities are required during the nesting bird season (March through September), the monitor must conduct a nesting bird survey and verify that migratory birds are not occupying the site. If nesting activity is detected, the following measures should be implemented:



- a. The project should be modified or delayed as necessary to avoid direct take of identified nests, eggs, and/or young protected under the Migratory Bird Treaty Act;
- b. The biologist should contact the California Department of Fish and Wildlife to determine an appropriate biological buffer zone around active nest sites. Construction activities within the established buffer zone will be prohibited until the young have fledged the nest; and,
- c. The biologist should document all active nests and submit a letter report to the Monterey Peninsula Airport District, documenting project compliance with the Migratory Bird Treaty Act and applicable project mitigation measures.

**BIO-5** Within 30 days prior to site grading, the environmental monitor shall conduct surveys for black and/or silvery legless lizards and other reptiles. The surveyor should utilize hand search or cover board methods in areas of disturbance where legless lizards are expected to be found (e.g., vegetation or debris). If cover board methods are used, they should commence at least 30 days prior to the start of construction. If hand search methods are used, the surveys should be completed immediately prior to and during grading activities. The surveyor should capture and relocate any legless lizards or other reptiles observed during the survey effort. The captured individuals should be relocated from the construction area and placed in suitable habitat on the airport property.

**BIO-6** To mitigate the loss of the 17 sandmat manzanita plants that are located in the project footprint, the Airport shall propagate (or purchase), install, and maintain 51 sandmat manzanita container plants outside of but adjacent to the solar array. To avoid unanticipated impacts to other special-status resources, the sandmat manzanita plantings should be installed along the permanent solar array fence line, which is included in the project footprint. The planted individuals shall be maintained and monitored for no less than 3 years. Maintenance shall ensure that the plantings receive a sufficient amount of supplemental water to become established and that the presence of non-native species does not reduce the planting's survival. Irrigation for the plantings is not expected to be installed as part of the project; therefore, the plantings may be watered by hand. Water may be supplied by a water truck or installation of a temporary water tank. If a temporary water tank is installed, the tank shall be located within the project footprint and shall not affect any sensitive resources that occur adjacent to the project footprint. In order for the mitigation to be considered successful, at least 38 sandmat manzanita plants must be alive in the planting area at the end of the 3-year maintenance period.

**AB52** Consultation resulted in one request from Ohlone-Costanoan-Esselen-Nation (OCEN). Within 30 days prior to site grading a field survey presence/absence site evaluation will be completed and the results will be provided to OCEN. During implementation of the Proposed Action, should resources be unearthed during construction, all construction activities in the vicinity of the find will cease until a determination can be made as to its/their significance and, if necessary, a data recovery plan will be implemented. OCEN will be included in any mitigation or recovery program.

**SOURCE OF FUNDS.** Evaluation costs are covered under MPAD project 2016-02. Installation costs will be determined prior to project approval.

**IMPACT ON OPERATIONS.** None anticipated.

**RECOMMENDATION.** Adopt proposed Resolution 1676, a Resolution Certifying the Mitigated Negative Declaration for Installation of a Three-Acre Solar Photovoltaic (PV) Electric Generating System and Adopting Related Findings and Project Mitigation Measures

## RESOLUTION NO. 1676

### A RESOLUTION CERTIFYING THE MITIGATED NEGATIVE DECLARATION FOR INSTALLATION OF A THREE-ACRE SOLAR PHOTOVOLTAIC (PV) ELECTRIC GENERATING SYSTEM AND ADOPTING RELATED FINDINGS AND PROJECT MITIGATION MEASURES

**WHEREAS**, the Monterey Peninsula Airport District (MPAD) proposes further the installation of a solar facility at the airport; and

**WHEREAS**, MPAD caused an Initial Study (IS) to be prepared for the Project pursuant to the California Environmental Quality Act (CEQA; Pub. Resources Code, §21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.); and

**WHEREAS**, No significant environmental impacts were identified through the environmental review and field investigations; and,

**WHEREAS**, Less than significant impacts to biological resources were identified and mitigation measures were incorporated to reduce overall project impacts to protected resources; and,

**WHEREAS**, AB 52 Consultation efforts resulted in one request for a field survey to be completed prior to construction and the results provided to the Ohlone-Costanoan-Esselen-Nation; and,

**WHEREAS**, a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND) was prepared by MPAD and circulated in December 2016 to provide interested agencies and the general public with an opportunity to express their concerns regarding the potential environmental effects of the Project. The NOI was posted with the Office of the County Clerk and on the airport's website for a 20 day comment period, as mandated by CEQA, with the public comment period beginning on December 16 2016; and

**WHEREAS**, the comment period closed on January 4, 2017 and no comments were received;

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

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Pursuant to State CEQA Guidelines section 15090, and based on all information contained in MPAD's files related to the Project, including but not limited to the Project IS and its supporting documents, MPAD does hereby certify that:
  - a. The Project IS and MND was prepared in compliance with CEQA;

- b. The Project IS and MND were presented to the Board of Directors of MPAD, and that decision-making body reviewed and considered the information contained in the Project IS prior to approving the Project;
  - c. The Project IS reflects MPAD's independent judgment and analysis.
3. MPAD hereby adopts the CEQA Findings in attached Exhibit A, incorporated herein by reference. These CEQA Findings address – in part – the changes or alterations that have been incorporated into the Project to reduce all of the Project's environmental impacts to a level below significant.
4. Staff is hereby directed to file a Notice of Determination in accordance with CEQA within five working days of these approvals.
5. The custodian of the documents or other materials that constitute the record of proceedings upon which this decision is based is the Planning and Development Department, Monterey Peninsula Airport, 200 Fred Kane Drive, #200, Monterey, CA 93940.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 11th day of January 2017, by the following roll call vote:

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

Signed this 11th day of January 2017

Matthew Nelson, Chairman

**ATTEST**

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

## CEQA Environmental Checklist

### PROJECT DESCRIPTION AND BACKGROUND

**Project Title:**

Fly Monterey Solar Program

**Lead agency name and address:**

Monterey Peninsula Airport Division (MPAD)  
200 Fred Kane Drive, Suite 200  
Monterey, CA 93940

**Contact person and phone number:**

Ms. Chris Morello, Planning Manager  
(831) 648-7000 – Ext. 219

**Project Location:**

The solar project is located on an approximately 2.97 acre site in the northeastern quadrant of Monterey Regional Airport. The installation will occur within a portion of airport property that is currently undeveloped and is located north of the facilities leased by the Navy Flying Club. **Exhibit 1** depicts the solar installation location in relation to airfield facilities. Access to the site is provided via Airport Road which connects to Stuart Avenue and Euclid Avenue within the City of Monterey.

The Airport itself is centrally located between the cities in and around the Monterey Peninsula, in the northwest portion of Monterey County, California. **Exhibit 2** depicts the location of the airport as it relates to the Monterey region. The Airport encompasses approximately 498 acres.

**Project Sponsors name and address:**

Monterey Peninsula Airport Division (MPAD)  
200 Fred Kane Drive, Suite 200  
Monterey, CA 93940

**General Plan Description:**

The Airport is located within a Special District (i.e., MPAD); therefore, there are no General Plan designations applicable to airport property with two exceptions as follows:

1. Airport property located on the northwest corner of the intersection of Highways 68 and 218 is within the City of Del Rey Oaks. This area is designated as Neighborhood Commercial on the City of Del Rey Oaks General Plan land use map (City of Del Rey Oaks 1997).
2. Airport property that is located on the northwest corner of Garden Road and Olmsted Road on Assessor Parcel Number (APN) No. 013321009000; airport property located directly east of Olmstead Road and abutting Highway 68 to the north; and airport property abutting Highway 68 within APN No. 013221015000 is within the City of Monterey and designated as Industrial by the City (City of Monterey 2015).

The portion of airport property that would be developed as part of the solar installation does not fall within the two exceptions noted above.

**Zoning:**

See discussion above under General Plan Designation. There are no local zoning ordinances over airport property with the exception of the areas noted above as being contained within the general plan for the cities of Del Rey Oaks and Monterey. These areas have associated zoning designations.

The portions of airport property that would be developed as part of the solar installation are not contained within these areas; therefore, the area has no associated zoning.

The project is not located within a coastal zone.

**Description of project:**

OpTerra Energy Services is designing and implementing a solar installation at Monterey Regional Airport. The goal of this installation is to provide the Airport with an alternative energy source to offset rising energy costs.

One important objective associated with this project will be the mitigation of impact to the local ecosystem and the numerous protected species that inhabit the airport. The solar site was selected due to its ability to afford the smallest possible impact to the naturally environment. Grading, construction, and implementation into the existing utility infrastructure will be completed in a manner that will allow the vegetation to regenerate naturally.

The system chosen for this application is a photovoltaic ground mount system. The system is comprised of the photovoltaic modules (solar panels), the controller, energy storage, energy distribution, and ultimately the end user (the Airport). Electricity is produced by solar panels through the process of converting light (photons) to electricity (voltage). The array will be integrated into the existing utility infrastructure via underground conduit.

The photovoltaic array will be constructed in an open field and will occupy an area approximately 2.97 acres. The array will be positioned in such a way where the highest point will be 9 feet above the ground. The total power output of the system will be approximately 862kw. Minimal grading will be required to prepare the site for the array installation.

OpTerra Energy Services will be coordinating the construction and mitigation of impact to the local environment. OpTerra specializes in sustainable energy and are committed to provide solutions that will provide comprehensive energy programs that transform the way the airport will operate.

**Surrounding land uses and setting:**

The 2.97 acre solar installation site is located in the northeast quadrant of airport property. Surrounding land uses included undeveloped land, areas leased for equipment storage, and the Naval Flying club.

The Airport itself is located in the Monterey Bay area, approximately two miles southeast of downtown Monterey and just over one mile from the Monterey Bay and the Pacific Ocean. It is bordered by the City of Del Rey Oaks to the north and east, and the City of Monterey to the south and west (refer to Exhibit 2). Land uses in proximity to the Airport include the U.S. Navy golf course, a government research complex (includes the Fleet Numerical Meteorology and Oceanography Center, Naval Research Laboratory, and National Weather Service), residential neighborhoods, agriculture, and commercial and light industrial development along Highways 68 and 218. To the south of Highway 68 is open space located within Monterey County.

Topography on the Airport is nearly flat in areas directly adjacent to the runway, but slopes steeply at the western and eastern ends creating a plateau. On the north side of the airfield, topography is more varied with several hills and drainages. Elevation at the Airport ranges from approximately 125 feet above mean sea level (msl) to 300 feet above msl.

The airport property supports several plant communities, including sensitive communities such as maritime chaparral, coast live oak woodland, and Monterey pine forest. Numerous types of sensitive plants have also been documented on the property as well as in the general area.

Within the Monterey area, Highways 1 and 68 are designated as scenic highways and provide scenic views of the ocean and wooded hills along their respective corridors

**Other public agencies whose approval is required:**

Approval of the installation is primarily a discretionary action by the MPAD Board and is dependent upon board certification of an appropriate CEQA document prior to taking action on the project.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project. Please see the checklist beginning on page 3 for additional information.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture and Forestry	<input type="checkbox"/>	Air Quality
<input checked="" type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input checked="" type="checkbox"/>	Geology/Soils
<input checked="" type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards and Hazardous Materials	<input checked="" type="checkbox"/>	Hydrology/Water Quality
<input type="checkbox"/>	Land Use/Planning	<input type="checkbox"/>	Mineral Resources	<input checked="" type="checkbox"/>	Noise
<input type="checkbox"/>	Population/Housing	<input type="checkbox"/>	Public Services	<input type="checkbox"/>	Recreation
<input type="checkbox"/>	Transportation/Traffic	<input type="checkbox"/>	Utilities/Service Systems	<input checked="" type="checkbox"/>	Mandatory Findings of Significance



**DETERMINATION:**

On the basis of this initial evaluation:

<input type="checkbox"/>	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input checked="" type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required

<b>Signature:</b>	<b>Date:</b>
<b>Printed Name:</b>	<b>For:</b>

# CEQA Environmental Checklist

Dist.-Co.-Rte.

P.M/P.M.

E.A.

This checklist identifies physical, biological, social and economic factors that might be affected by the proposed project. In many cases, background studies performed in connection with the projects indicate no impacts. A NO IMPACT answer in the last column reflects this determination. Where there is a need for clarifying discussion, the discussion is included either following the applicable section of the checklist or is within the body of the environmental document itself. The words "significant" and "significance" used throughout the following checklist are related to CEQA, not NEPA, impacts. The questions in this form are intended to encourage the thoughtful assessment of impacts and do not represent thresholds of significance.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
<b>I. AESTHETICS:</b> Would the project:				
a) Have a substantial adverse effect on a scenic vista	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>II. AGRICULTURE AND FOREST RESOURCES:</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**III. AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IV. BIOLOGICAL RESOURCES:** Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**V. CULTURAL RESOURCES:** Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VI. GEOLOGY AND SOILS:** Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VII. GREENHOUSE GAS EMISSIONS:** Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VIII. HAZARDS AND HAZARDOUS MATERIALS:** Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IX. HYDROLOGY AND WATER QUALITY:** Would the project:

a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**X. LAND USE AND PLANNING:** Would the project:

a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XI. MINERAL RESOURCES:** Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XII. NOISE:** Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XIII. POPULATION AND HOUSING:** Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XIV. PUBLIC SERVICES:**

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
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**XV. RECREATION:**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**XVI. TRANSPORTATION/TRAFFIC:** Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Result in inadequate emergency access?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**XVII. UTILITIES AND SERVICE SYSTEMS:** Would the project:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE**

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **I. AESTHETICS:**

- (a-d) No Impact. The solar installation will occur in the internal portion of airport property and will not be visible beyond the airport. The site is buffered to the north and east by vegetation and terrain and airport facilities to the south and west.

## **II. AGRICULTURE AND FOREST RESOURCES:**

- (a-e) No Impact. No portion of the project site is located on Prime Farmland, Unique Farmland, or Farmland of Statewide importance, as show on the Important Farmland in California map prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency (FMMP 2014). Likewise, there are no agricultural or forestry leasehold on the Airport. Nor would any off-airport agricultural or forestry resources be affected by this project, since the land proposed for the project is not in agricultural or forest land use areas.

## **III. AIR QUALITY:**

- (a-e) No impact. The operation of the photovoltaic array will not result in an increase in current air emissions at the Airport. Construction of the array will result in short term emissions due to the use of trucks to bring materials to the site and the use of construction equipment to prepare the site. Due to the small project footprint these impacts are expected to be localized.

## **IV. BIOLOGICAL RESOURCES:**

- (a) Less than significant impact with mitigation. The proposed project would remove 17 Sandmat manzanita (*Arctostaphylos pumila*) during the minor grading and solar panel construction activities. Sandmat manzanita is a CNPS Rank 1B species and impacts to this species will be mitigated. Mitigation for this species will include propagating, planting, and maintaining 51 individuals in the project footprint. This includes a 3:1 replacement ratio. The propagated individuals will be planted outside of but along the solar array fence line. In order for the mitigation to be successful, the planted individuals must realize a 75% success rate over a three-year maintenance period. At the end of three years, a minimum of 38 living sandmat manzanita plantings must be present in the project area. (b) No impact. The project footprint entirely consists of ruderal vegetation, which is not a sensitive natural community. The project footprint does not include any wetland or riparian habitats. Maritime chaparral, a sensitive natural community is located adjacent to the project footprint, but will not be affected by the proposed project.
- (c) No impact. The project footprint does not include any wetland or riparian habitats.
- (d) No impact. The project footprint does not include any aquatic fish habitat. Due to the ruderal nature of the project footprint and the level of development surrounding the project footprint, the project footprint is not located in an active wildlife corridor. Installation of the proposed solar array would not impede movement of wildlife species that may occasionally pass through the area.
- (e) No impact. Other than ensuring MPAD compliance with CEQA and other State and Federal regulations, the MPAD does not have any local policies or ordinances protecting biological resources. The proposed project will not conflict with any local policies protecting biological resources.
- (f) No impact. The project footprint is not located in any Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

## **V. CULTURAL RESOURCES:**

- (a-d) No Impact. The area proposed for development has been surveyed for cultural resources and none have been identified in the project site. That said, during construction of previous projects at the airport, cultural resources considered significant to the Amah Mutsun Tribal Band were discovered below the surface. To ensure that additional resources, if discovered, are projected a construction monitor from Amah Mutsun Tribal Band will be present.

## **VI. GEOLOGY AND SOILS:**

- (a, c-e) No Impact. The Airport is not within a State-designated Alquist Priolo Earthquake Fault Zone nor is it within an area covered by the current State mapping for Liquefaction Hazard Zones (Cornerstone Earth Group 2009). Previous geotechnical investigations conducted for the recently completed Runway Safety Area (RSA) project found that expansive soils are not present on airport property (Cornerstone Earth Group 2009). No facilities, such as septic are required as part of the project.
- (b) Less than Significant Impact. Previous investigations at the airport have found that the airport soils are susceptible to erosion. However, the relatively small and contained footprint of the project results in limited potential for significant erosion. Best management practices (BMPs) will be used during construction to sure that any potential erosion is contained. BMPs will include revegetation of the site immediately after construction is complete and the installation of measures such as silt fence to contain soils from leaving the project site.

## **VII. GREENHOUSE GAS EMISSIONS:**

- (a) Less than Significant Impact. Construction of the solar installation will generate additional greenhouse gas (GHG) emissions; however, due to the small footprint of the site and ease of installation these impacts will be minimal and will be contained to impacts resulting from vehicles to the site as well as emissions of the limited construction equipment to be used.
- (b) No Impact. The minimal impact of construction does not conflict with area plans regarding greenhouse gasses.

## **VIII. HAZARDS AND HAZARDOUS MATERIALS**

- (a -b) No Impact. The proposed installation does not propose any modification to existing Airport operations related to the transport, use, or storage of hazardous materials.
- (c) No Impact. the nearest school is Del Rey Woods Elementary School, located approximately 2 miles north at 1281 Plumas Ave, Seaside, CA 93955. Installation of the solar feature will not have any impact on this school.
- (d) No impact. The project site is not located on/near a site listed under Government Code Section 65962.5.
- (e) No impact. Installation of the solar facility has no impact on the safety or land use compatibility zones defined within the Airport Land Use Compatibility Plan.
- (f) No impact. The proposed project is not within one mile of a private airstrip. As a result, the project will not constitute a safety hazard for people residing or working in the project area.
- (g) No Impact. The Airport has an approved emergency response and evacuation plan (per 14 CFR Section 139.325) that addresses emergency procedures for all parts of the facility. Construction and operation of the solar installation will have no impact on this plan.
- (h) No impact. The project would not construct buildings adjacent to wildlands or expose people to a significant risk of wildland fire, and therefore, would have no impact.

## **IX. HYDROLOGY AND WATER QUALITY:**

- (a) Less than significant impact. Water quality issues will be limited to those related to construction activity and petroleum product spills associated with misfueling or accidents .Existing standard water quality measures are sufficient to make these potential impacts less significant. The only waste discharge will be through the facilities of the Monterey Regional Waste Management District.
- (b) No impact. The Airport receives domestic water from American Water Monterey California District. The proposed addition of the photovoltaic array will not increase water demand at the airport.
- (c-e) Less than significant impact. Minor grading will occur during construction and could result in the need for enhanced storm water management. This could present minor changes to the sites drainage pattern, therefore presenting a less than significant impact.
- (f) No impact. This project will not present an factors that would alter the current water quality.
- (g-h) No impact. No housing is included in this project. According to the FEMA Flood Map Service Center, the Airport is not located within the 100-year flood hazard area.
- (j) No impact. The California Emergency Management Agency prepared an inundation map. The Airport is not currently located within the inundation area.

## **X. LAND USE AND PLANNING:**

- (a) No impact. The proposed array installation will be constructed on airport property. This project does not require relocation of homes or businesses. Therefore the project will not divide an established community. No impact is anticipated.
- (b) Less than significant impact. Refer to discussion contained within Section IV.
- (c) Less than Significant Impact. There are no adopted HCPs or other types of resource management plans addressing sensitive biological resources at the Airport. The closest plan of this type is the administrative draft Fort Ord HCP, which addresses the conservation and enhancement of habitat for several special-status plants and animals known to occur on the former Fort Ord. At this time, MPAD is not a Cooperative Party to the agreement and the HCP has not been adopted.

## **XI. MINERAL RESOURCES:**

- (a-b) No Impact. No mineral extraction occurs on the airport property nor is the Airport identified as an area of "Identified Mineral Resource Significance" within the Monterey County General Plan (Monterey County 2008).

## **XII. NOISE:**

- (a) No impact. The project would impose no impact on the current noise levels as established in the local general plan or noise ordinance.
- (b) Less than significant impact – The project will not generate excessive ground borne vibration. Construction activities may result in minor generation of ground borne vibration from construction equipment. No high vibration activities are proposed as part of construction. Ground borne vibrations generated by construction

activities would be of low magnitude, would be temporary, and would result in a less than significant ground borne noise impact.

- (c) No impact. This project will not result in a substantial permanent increase in ambient noise levels in the vicinity of the Airport.
- (d) Less than significant impact. Construction of the photovoltaic array will temporarily increase the ambient noise within the vicinity of the project.
- (e) No impact. This project will not result in subjection of residents or workers to excessive noise levels.
- (f) No impact. The proposed project is not located within the vicinity of a private airstrip.

#### **XIII. POPULATION AND HOUSING:**

- (a-c) No impact. This project is not in a residential area and does not include any changes that would displace housing or people.

#### **XIV. PUBLIC SERVICES:**

- (a) No impact. Monterey Regional Airport is currently serviced by emergency services. This project will not alter existing service or increase demand for those services.

#### **XV. RECREATION:**

- (a-b) No impact. The implementation of this project does not include new or expansion of existing recreational facilities.

#### **XVI. TRANSPORTATION/TRAFFIC:**

- (a-f) No impact. The project is located on airport property with no public access to the project site. No existing roadways, traffic patterns or emergency access points will be compromised due to the project.

#### **XVII. UTILITIES AND SERVICE SYSTEMS:**

- (a) No impact. The project will not produce additional wastewater, therefore, there is no expected impact to the current treatment requirements.
- (b) No impact. The construction of the photovoltaic array will not result in the need for expanded wastewater treatment facilities. Therefore, no impact will be experienced as a result of the project.
- (c) No impact. The project will require minor grading prior to the installation of the photovoltaic array; however, no new storm water management systems may be required as a result.
- (d) No impact. The project will not require additional water resources, therefore, no impact is anticipated.
- (e) No impact. The project will not produce any additional amount of wastewater.
- (f) No impact. The project does not include structures or facilities that would produce solid waste, therefore, no impact is anticipated.
- (g) No impact. The proposed project would comply with applicable Federal, state, and local statutes and regulations related to solid waste during operation and construction, and therefore, would have no impact.

#### **XVII. MANDATORY FINDINGS OF SIGNIFICANCE:**

- (a) Less than significant impact. As discussed in Section IV of this Initial Study, state protected species are present within the project area; however, with implementation of the proposed mitigation measures it is expected that the project will not have long-lasting or significant impacts on these resources.
- (b) Less than significant impact. The small construction time table for this project, combined with the isolated, 2.97 acre project impact, results in a less than significant impact on cumulatively considerable environmental impacts. Within implementation of the mitigation measures described in Section IV and the use of a construction monitor for cultural resources, a less than significant cumulative impact will occur. (c) No Impact. Potential human impacts will not occur as a result of the solar installation. The installation is contained entirely on airport property and is not visible beyond the airport boundaries..

## **XIX. REFERENCES USED IN THE COMPLETION OF THE INITIAL STUDY CHECKLIST**

Association of Monterey Bay Area Governments (AMBAG) 2005. Monterey Bay Regional Airport System Plan.

California Air Resources Board (CARB) 2013. 2013 State Area Designation Maps. Available at: [http://www.arb.ca.gov/degis/adm/2013/state\\_o3.pdf](http://www.arb.ca.gov/degis/adm/2013/state_o3.pdf), accessed November 2015.

California Department of Conservation, Farmland Mapping and Monitoring Program, "A Guide to the Farmland Mapping and Monitoring Program," November 1994. ([www.consrv.ca.gov](http://www.consrv.ca.gov))

Central Coast Regional Water Quality Control Board (RWQCB) 2011. Water Quality Control Plan for the Central Coast Basin, June.

CEQA Air Quality Analysis Guidance Handbook, South Coast Air Quality Management District, Revised November 1993. ([www.aqmd.gov](http://www.aqmd.gov))

City of Del Rey Oaks 1997. General Plan Update for the City of Del Rey Oaks, January.

City of Monterey 2015. Geographic Information Systems (GIS) Portal. Available at: <http://monterey.org/en-us/City-Hall/Geographic-Info-Systems>, accessed November.

MPAD 2013. Wildlife Hazard Management Plan for Monterey Peninsula Airport, Monterey, CA, February.

MPAD 2014. Monterey Regional Airport Layout Plan, conditionally approved FAA on June 27.

MPAD 2014. Monterey Regional Airport Master Plan forecasts, approved by FAA on September 24.

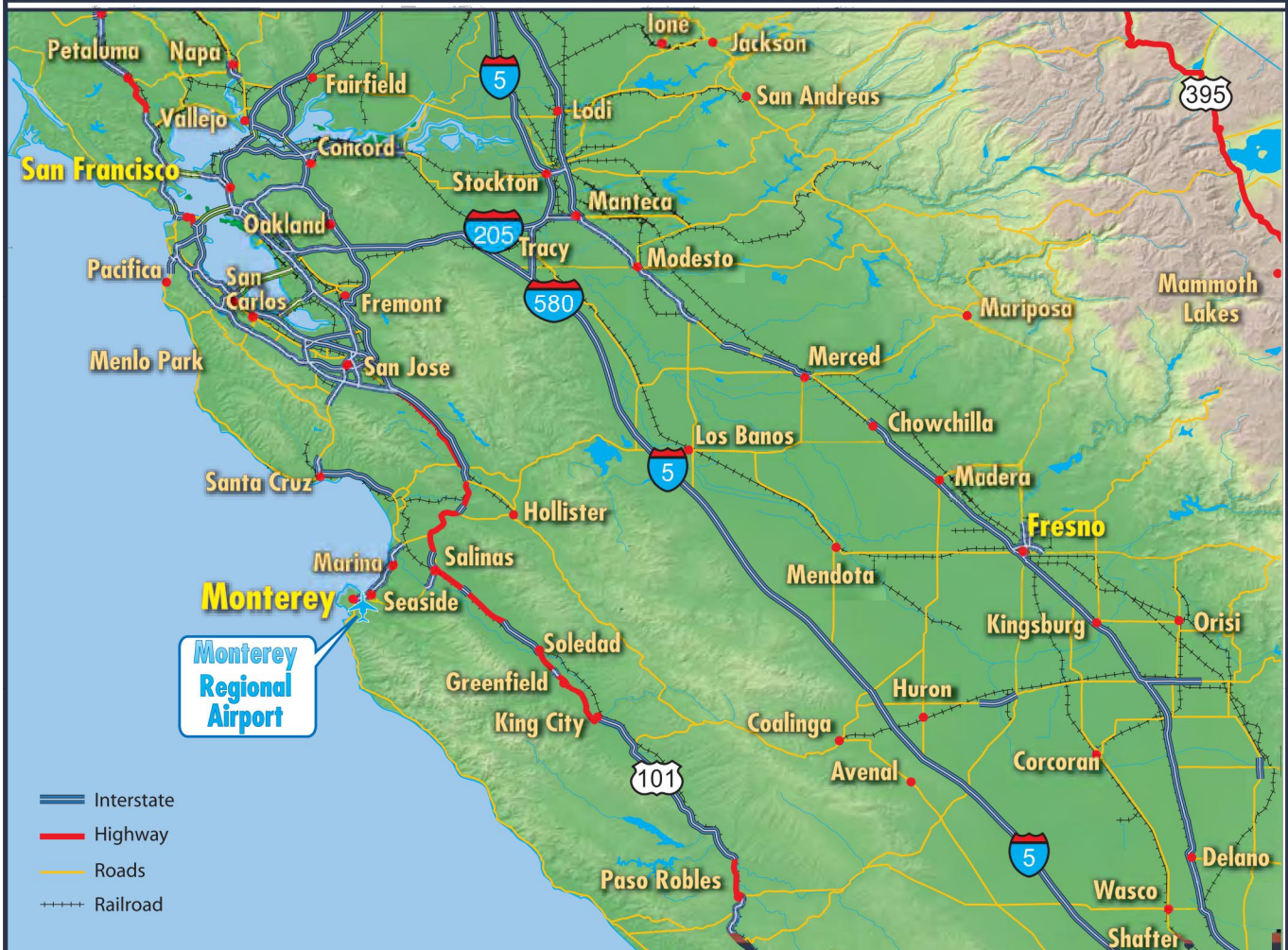
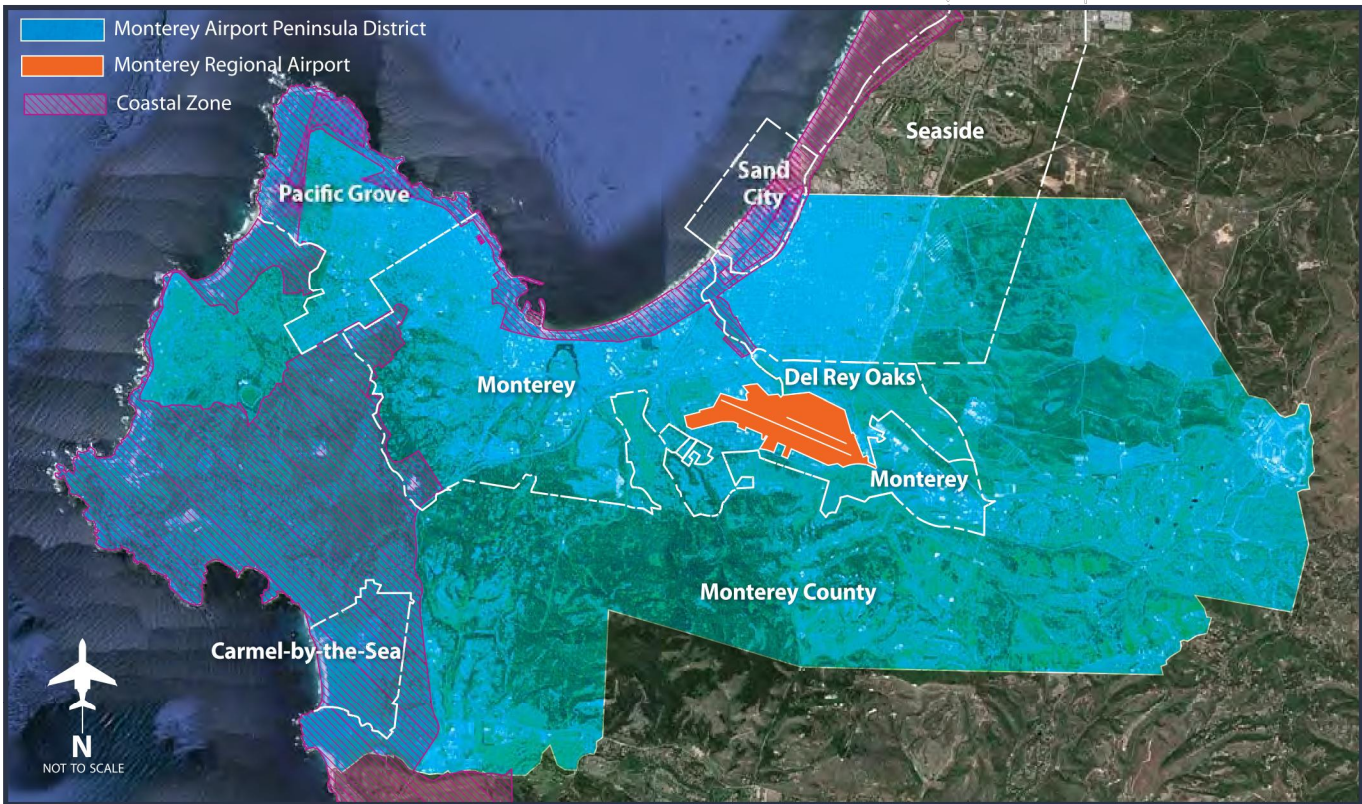
Monterey Regional Waste Management District (MRWMD) website. Monterey Peninsula Landfill. Available at: <http://www.mrwmd.org/programs-services/disposal/monterey-peninsula-landfill/>, accessed November 2015.

United States Department of Agriculture, Natural Resource Conservation Service LESA System. ([www.nrcs.usda.gov](http://www.nrcs.usda.gov), [www.swcs.org](http://www.swcs.org)).



PROJECT DESCRIPTION		
ARRAY	ARRAY SIZE	MODULE COUNT
#1	862KW	2,394

- NOTES
1. ALL GROUND MOUNT DESIGN IS BASED ON 142 DEGREE AZIMUTH SINGLE AXIS TRACTER SYSTEM.
  2. LG 360W MODULE, 19 MODULES STRING SIZE.
  3. 50% GROUND COVER RATIO.





## Avoidance and Mitigation Measures

The following a measures will be implemented for avoiding, minimizing, or mitigating adverse effects to sensitive resources.

**BIO-1** Prior to ground disturbance, the project sponsor shall retain an environmental monitor for all measures requiring environmental mitigation to ensure compliance with the mitigation measures. The monitor shall be responsible for: 1) ensuring that procedures for verifying compliance with environmental mitigations are implemented; 2) conducting compliance monitoring and reporting; and 3) conducting construction crew training regarding environmentally sensitive areas. Monitoring shall be full time during the initial disturbance phase and be reduced to monthly following completion of initial disturbances.

**BIO-2** Prior to the commencement of site grading, the environmental monitor shall conduct an environmental awareness training for all construction personnel. The environmental awareness training shall include discussions of the special communities and special-status species that occur adjacent to the project area. Topics of discussion shall include: description of the species' habitats; general provisions and protections afforded by the Federal Endangered Species Act and California Environmental Quality Act; measures implemented to protect special-status species; review of the project boundaries and special conditions; the monitor's role in project activities; lines of communication; and procedures to be implemented in the event a special-status species is observed in the work area.

**BIO-3** In order to avoid unanticipated impacts to sensitive resources, the project plans shall clearly show the location of project delineation fencing that excludes adjacent Monterey spineflower, sandmat manzanita, Monterey pine, and sandmat manzanita chaparral occurrences from unnecessary disturbance. The fencing shall consist of highly visible construction fence supported by steel T-stakes that are driven into the soil. The project delineation fencing shall remain in place and functional throughout the duration of the project construction, and no work activities shall occur outside the delineated work area without the oversight of a monitoring biologist. Project plans shall clearly show all staging areas, which shall be located within previously developed areas on the airport property or within the identified project footprint.

**BIO-4** To the maximum extent possible, site preparation, ground-disturbing, and construction activities should be conducted between October and February, which is outside of the typical migratory bird breeding season for the area. If such activities are required during the nesting bird season (March through September), the monitor must conduct a nesting bird survey and verify that migratory birds are not occupying the site. If nesting activity is detected, the following measures should be implemented:

- a. The project should be modified or delayed as necessary to avoid direct take of identified nests, eggs, and/or young protected under the Migratory Bird Treaty Act;
- b. The biologist should contact the California Department of Fish and Wildlife to determine an appropriate biological buffer zone around active nest sites. Construction activities within the established buffer zone will be prohibited until the young have fledged the nest; and,
- c. c. The biologist should document all active nests and submit a letter report to the Monterey Peninsula Airport District, documenting project compliance with the Migratory Bird Treaty Act and applicable project mitigation measures.

**BIO-5** Within 30 days prior to site grading, the environmental monitor shall conduct surveys for black and/or silvery legless lizards and other reptiles. The surveyor should utilize hand search or cover board methods in areas of disturbance where legless lizards are expected to be found (e.g., vegetation or debris). If cover board methods are used, they should commence at least 30 days prior to the start of construction. If hand search methods are used, the surveys should be completed immediately prior to and during grading activities. The surveyor should capture and relocate any legless lizards or other reptiles observed during the survey effort. The captured individuals should be relocated from the construction area and placed in suitable habitat on the airport property.

**BIO-6** To mitigate the loss of the 17 sandmat manzanita plants that are located in the project footprint, the Airport shall propagate (or purchase), install, and maintain 51 sandmat manzanita container plants outside of but adjacent to the solar array. To avoid unanticipated impacts to other special-status resources, the sandmat manzanita plantings should be installed along the permanent solar array fence line, which is included in the project footprint. The planted individuals shall be maintained and monitored for no less than 3 years. Maintenance shall ensure that the plantings receive a sufficient amount of supplemental water to become established and that the presence of non-native species does not reduce the planting's survival. Irrigation for the plantings is not expected to be installed as part of the project; therefore, the plantings may be watered by hand. Water may be supplied by a water truck or installation of a temporary water tank. If a temporary water tank is installed, the tank shall be located within the project footprint and shall not affect any sensitive resources that occur adjacent to the project footprint. In order for the mitigation to be considered successful, at least 38 sandmat manzanita plants must be alive in the planting area at the end of the 3-year maintenance period.

**AB52** Consultation resulted in one request from Ohlone-Costanoan-Esselen-Nation (OCEN). Within 30 days prior to site grading a field survey presence/absence site evaluation will be completed and the results will be provided to OCEN. During implementation of the Proposed Action, should resources be unearthed during construction, all construction activities in the vicinity of the find will cease until a determination can be made as to its/their significance and, if necessary, a data recovery plan will be implemented. OCEN will be included in any mitigation or recovery program.

**AGENDA ITEM:** L-3  
**DATE:** January 11, 2017

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Chris Morello, Senior Planning Manager  
**SUBJ:** Resolution 1677, Authorizing a Professional Services Agreement with Kimley Horn and Associates, Inc. to Prepare Bid Specifications for a Replacement Airfield Electrical Vault

**BACKGROUND.**

On November 9, 2016 the Board adopted Resolution 1672 approving Submission of FY 2017-2022 Airport Capital Improvement Plan (ACIP), its annual five-year Airport Capital Improvement Plan (ACIP), which included the Replacement Airfield Electrical Vault at the Monterey Regional Airport (Airport).

Subsequently, Airport Staff has solicited for Statements of Qualifications (SOQs) from qualified firms interested in providing on-call professional Consulting Services of one or more qualified firms and/or individuals for a three-year period. Services were divided into two different disciplines: 1) Engineering Services, and 2) Environmental Natural-Cultural Resources. Respondents were invited to respond to either, or a combination of disciplines.

Kimley Horn and Associates, Inc. was determined to be the most suited Engineering Firm to prepare the Bid Specifications for this Project.

The Airport has routinely accomplished the design for construction projects ahead of receipt of an actual construction grant. When the construction grants are offered to the District, the funding includes a reimbursement, as project formulation costs, for the design services. The FAA refers to this system as “based on bids.” The Airport, of necessity, must get each construction project designed at its on cost initially, go out to bid, and present the results of the bidding process to the FAA in May 2017.

Given the timing of the FAA grant process, the scope of the proposed contract is limited to the design and bidding process in a not-to-exceed cost of \$385,000.00. Given the timing of the FAA’s funding cycle, Staff recommends hiring the firm of Kimley Horn and Associates, Inc. to prepare the bid specifications for this Project.

When a grant is received, Staff will bring back a subsequent professional services agreement, for the additional engineering services required during construction (e.g., inspections, project management, final report documentation, as-built preparation, etc.)

**SCOPE OF WORK.** The Airport is seeking federal funds to purchase upgraded electrical equipment to replace outdated equipment that is used to power the existing Airfield Lighting System. Currently, the Airport’s electrical equipment is dated and therefore not as efficient or reliable as the most up-to-date electrical equipment available today. The Airport Regulator Building Electrical and Mechanical System update will include the minimum requirements for an Airport Lighting Control System per Advisory Circular 150/5345.

A Notice to Proceed (NTP) will be issued for each of the three Tasks as outlined in the Scope of Work.

To be able to plan for both current and future airfield lighting needs the Pre-Design task assessment will include three specific evaluations:

- Conduct an Existing Conditions and Inventory to determine if just the equipment or if the entire vault need replacing.
- Conduct a Needs Assessment that will inventory and evaluate existing airfield electrical and NAVAIDs so that we are constructing smartly for the future.
- At the conclusion of the Pre-design (Task 1) a potential alternate procurement process of Construction Management At Risk (CMAR) will be evaluated for the airfield vault replacement.

The FAA is required to approve any alternate procurement process. The Pre-Design documentation will provide information necessary to request FAA's potential approval of the CMAR.

If a CMAR process is approved, the Airport will only issue a NTP for Task 1 and a new contract will come back to the Board for a contract for the CMAR process.

**BUDGET EFFECT.** The source of funding to commence design is the General Fund. There will be an initial cost impact to District General Fund revenues until a grant based on bid in-hand is received.

**SOURCE OF FUNDS.** Subsequent to the conclusion of the bidding process for construction, it is anticipated that the District will receive a grant offer from the FAA. The FAA AIP grant application will provide a FAA 90.66% share of the estimated funding costs (Airport Improvement Program) and a 9.34% District share (Passenger Facility Charges).

**IMPACT ON OPERATIONS.** There will be no impacts on Airport operations occasioned by the design process.

**SCHEDULE.** The bid specification preparation is anticipated to begin immediately. Bids are anticipated to be in-hand on or around May 1, 2017.

**CONTINGENCY.** None. The fees in the professional services agreement with Kimley Horn and Associates Inc. are "not to exceed."

**RECOMMENDATION.** Adopt Resolution 1677, Authorizing a Professional Services Agreement with Kimley Horn and Associates, Inc. to Prepare Bid Specifications for a Replacement Airfield Electrical Vault.

**RESOLUTION NO. 1677**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN AND ASSOCIATES INC. TO PREPARE BID SPECIFICATIONS FOR A REPLACEMENT AIRFIELD ELECTRICAL VAULT**

**WHEREAS**, the Monterey Peninsula Airport District (MPAD) has previously submitted an Airport Capital Improvement Program (ACIP) for FY 2017-2011; and

**WHEREAS**, representatives of the Federal Aviation Administration (FAA) have indicated a willingness fund the Replacement Airfield Electrical Vault, based on actual bids must be received by May 1, 2017 and a grant application submit soon thereafter; and

**WHEREAS** in order to provide such documentation to the FAA, bid documents and preliminary engineering must occur;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** That MPAD contract with the firm of Kimley Horn and Associates, Inc. for preliminary engineering and design of the Replacement Airfield Electrical Vault, including development of plans, specifications and working details in an amount not-to-exceed \$385,000.00

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 11th day of January, 2017, by the following roll call vote:

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>

Signed this 11<sup>th</sup> day of January 2017

Matthew Nelson, Chairman

**A T T E S T**

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

**MONTEREY REGIONAL AIRPORT  
PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN AND ASSOCIATES INC.  
TO PREPARE BID SPECIFICATIONS FOR A REPLACEMENT AIRFIELD ELECTRICAL  
VAULT**

This Agreement for Professional Services (“Agreement”) is made and entered into effective this \_\_\_th day of \_\_\_\_, 2017, by and between the Monterey Peninsula Airport District, a California special district (“District”), and Kimley Horn and Associates, Inc. (“Consultant”).

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

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

NOW, THEREFORE, Consultant and District agree as follows:

1. Scope of Service.

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

2. Completion Schedule.

Consultant shall provide an individual schedule for completing the consulting services described in Exhibit “A,” subsequent to receipt of a Notice To Proceed (NTP) (refer to Paragraph 22). The time for completion of this project is exclusive of governmental reviews, approvals, and/or delays.

3. Compensation.

District hereby agrees to pay Consultant for services rendered to District pursuant to this Agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit “A” Scope of Services.

The Consultant shall be paid for authorized and satisfactorily completed services on a time and materials fee basis with a not to exceed fee as identified below.

Tasks	Total Fee
Prepare Bid Specifications for an Upgrade to the Airfield Electrical Vault Equipment.	\$384,516.00
▪ Task 1:	\$169,507.00
▪ Task 2:	\$190,000.00
▪ Task 3:	\$ 25,009.00

4. Billing.

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

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

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

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

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

5. Additional Services.

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

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this Agreement and shall be subject to all of the provisions of this Agreement.

6. Additional Copies.

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

7. Responsibility of Consultant.

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

(b) Consultant shall assign a single project director to have overall responsibility for the execution of this Agreement for Consultant. Kevin Flynn is hereby designated as the Manager for the Consultant. Any changes in the Manager designee shall be subject to the prior written acceptance and approval of District's Executive Director.

8. Responsibility of District.

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

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

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

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

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

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

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



9. Acceptance of Work Not a Release.

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

10. Indemnification and Hold Harmless.

Consultant shall indemnify, defend and hold District and its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Consultant, Consultant's employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole negligence or willful misconduct of District, its officers, employees, agents, or representatives. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall reimburse District for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by District in enforcing the provisions of this section.

11. Insurance.

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

(b) Consultant shall maintain the following limits:

*General Liability*

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

*Automobile Liability:*

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

*Workers Compensation..... Full Liability Coverage*

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

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

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

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

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

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

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

## 12. Access to Records.

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

## 13. Assignment.

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

14. Changes to Scope of Services.

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

15. Compliance with Laws, Rules, and Regulations.

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

16. Licenses.

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

17. Exhibits Incorporated.

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

18. Independent Contractor.

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

19. Integration and Amendment.

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

20. Jurisdiction.

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

21. Severability.

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

22. Notice to Proceed; Progress; Completion.

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

23. Ownership of Documents.

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

24. Subcontractors.

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to District for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement. In the event that Consultant subcontracts a portion of the work to be performed under this Agreement with an individual or entity that is not listed as part of the Project Team in Exhibits A and B, Consultant shall provide notice to District in advance of entering into such subcontract.

25. Termination.

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

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

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

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

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

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

26. Audit and Examination of Accounts.

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

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

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

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

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

27. Notices.

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

Chris Morello, Planning & Development Department  
Monterey Peninsula Airport District  
200 Fred Kane Dr., Suite 200  
Monterey, CA 93940

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

Kevin Flynn, Vice President  
Kimley Horn and Associates, Inc.  
765 The City Drive  
Suite 200  
Orange, CA 92868

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

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

28. Nondiscrimination.

During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability.

29. Conflict of Interest.

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

30. Headings.

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

31. Multiple Copies of Agreement.

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

32. FAA Requirements.

Contractor agrees to observe the provisions of the Standard Requirements attached hereto as Exhibit "D" and made a part hereof.

33. Completion Schedule for Performance of Scope of Services.

Time shall be of the essence on the Agreement and on each and every covenant and condition hereof. Consultant shall be responsible for all expenses for the selection and employment of such staff as will enable Consultant to perform its services diligently and skillfully in order to complete the stated services in an expeditious manner and in accordance. The environmental services shall be completed in accordance with an approved schedule exclusive of review time by the District and FAA.

34. Conditional Approval.

This agreement for the Scope of Services for the Environmental Assessment is specifically conditioned upon receipt/execution of an appropriate grant offer/agreement from the Federal Aviation Administration (FAA). In the event that a grant offer is not received from the FAA, the Scope of Services Exhibit A will be considered null and void and unenforceable.

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

MONTEREY PENINSULA AIRPORT DISTRICT:

CONSULTANT:

\_\_\_\_\_  
Matthew Nelson  
Board Chairman

\_\_\_\_\_  
Kevin Flynn  
Vice President  
Kimley Horn and Associates Inc.

RECOMMENDED FOR APPROVAL:

AFFIX DISTRICT SEAL:

\_\_\_\_\_  
Michael La Pier, AAE  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Huber,  
District Counsel

Attachments:

- |         |   |
|---------|---|
| Exhibit | A - Scope of Services, consisting of fifteen (15) pages.      |
| Exhibit | B - Additional Services, consisting of one [1] page.          |
| Exhibit | C - Fees for Additional Services, consisting of one [1] page. |
| Exhibit | D - FAA Requirements, consisting of twelve [12] pages.        |

## **EXHIBIT A**

### **KIMLEY HORN AND ASSOCIATES, INC SCOPE OF SERVICES**

#### **REHABILITATE AIRFIELD ELECTRICAL (VAULT/VAULT EQUIPMENT)**

#### **MONTEREY REGIONAL AIRPORT**

### **I. SUMMARY**

Kimley-Horn and Associates, Inc (KH) has entered into an Agreement with the Monterey Peninsula Airport District (MPAD) to provide Design and Bid Assistance Services for the Rehabilitation of the Airfield Electrical Vault and Associated Equipment (the Project).

The Scope of Service will be completed by KH (inclusive of KH and subconsultants) under the following Tasks:

1. Pre-Design
  - 1.1. Project Kick-Off and Research
  - 1.2. Inventory and Existing Conditions
  - 1.3. Needs Assessment
2. Design and Bid Assistance
  - 2.1. Design
  - 2.2. Bid Assistance
3. Project Management

Project-wide assumptions, clarifications and exclusions:

- The current vault/equipment is reaching the end of its useful life. Some, or all, of the equipment, including the vault itself, needs to be rehabilitated or replaced to continue to serve the airport in a safe and serviceable manner that complies with the MPAD obligations under their grants and Part 139 certificate.
- The MPAD is preparing a Master Plan Update (MPU). While the vault rehabilitation Project is needed, independent of the MPU, the vault project will consider information in the MPU in terms of vault size and location.



- For the purposes of this scope and fee, KH assumes that the Project will have a construction cost of less than \$3.5M and include the relocation of the vault and rehabilitation/replacement of the vault equipment. The actual project and fee may be revised based on the results of Task 1, Pre-Design.
- The inventory and needs assessment will include an evaluation of existing Navigational Aids (NAVAIDs) and approach minimums at the airport. The intent is to design the vault and associated equipment in a manner that addresses current and imminent needs, but is scalable to accommodate medium and long terms needs as well.

## II. DETAILED SCOPE OF SERVICES

### 1. Pre-Design

#### 1.1. **Kick-Off Meeting, Initial Stakeholder Coordination and Project Site Familiarization:**

Under this Task, KH will complete the following:

- **Kickoff Meeting:** KH will work with the MPAD to schedule and participate in a meeting at the Airport to discuss the project, objectives, approach and schedule.

Assumptions and Clarifications:

- KH assumes that all of the effort in Task 1.1. will be accomplished in a one 1-day trip to Monterey.
- KH assumes that any as-builts or documents provided by the MPAD will either be provided as copies by the MPAD, or can be taken from the MPAD, copied and returned.

Deliverables:

- KH will provide agendas and minutes for the Kick-Off Meeting.

## 1.2. Existing Conditions and Inventory

- 1.2.1. KH will research and compile readily available, as-built information on the vault and associated electrical equipment and NAVAIDs.
- 1.2.2. KH will inventory and evaluate existing NAVAIDs (and associated arrival and departure procedures). Task includes:

- Evaluation of Existing Airspace and Approaches - This task will focus on establishing a consistent aeronautical and geospatial baseline upon which current and potential instrument approaches will be analyzed and evaluated for effectiveness. It involves three primary sub tasks.
  - Geospatial Deconfliction - This task involves the collection and reconciliation of aeronautical, obstacle, terrain and other physical features at the airport, and in the surrounding area where instrument approach procedures will be evaluated. The task seeks to discover and reveal the differences between information known only to the airport and information known to other airspace stakeholders which must be taken into consideration for instrument procedure design.

Geospatial deconfliction data is generated from 14 different sources of FAA and USGS information. The only sources of information necessary for this analysis from the airport are any eALP, ALP or CAD drawings depicting NAVAID locations and runway protection/safety areas. OE/AAA data will be acquired by KH.

- Historical Environmental Analysis - This task involves an assessment of the historical environmental information which summarizes weather information that is pertinent to instrument approach design by month and hour. This analysis provides a baseline for understanding which runway would be in use during low ceiling and visibility periods, and whether these phenomena will affect the intended aircraft operators due to limitations in approach, NAVAID or lighting design. The historical environmental data will form one of the primary forms of measurement to determine whether an existing or enhanced approach is beneficial to the airport.

Historical environmental data is generated from NCDC data and is not necessary from the airport except in rare situations where the on field AWOS is found to be insufficient. In such instances, supplemental information from the Tower may be required.

- Operator Assessment - The operator assessment task focusses on the current and future aircraft operator capabilities at the airport. In particular, the analysis summarizes which kinds of instrument approaches can be flown, are being trained, and can pass the FAA Procedure Review Board. This analysis typically highlights any significant technical limitations (i.e. lack of RNP or LPV capable regional carriers) that must be considered for instrument approach enhancements. Operator assessment data is generated from historical traffic figures and operational data provided by the airport. It is also important to receive any information from the airport planning group about aircraft operators that do not currently serve the airport, but must be considered for the instrument approach analysis.
- Evaluation of Current Approach Capabilities - This task will involve the recreation of existing approaches to runways 10R and 28L at MRY, as well as analyzing the current and proposed approaches to the runways at the Salinas Municipal Airport with a particular focus on the new RNAV approach to runway 08 which will overlay the MRY airport and potential approach options.

The KH team will use access to NGA Global Procedure Designer, FAA IPDS, FAA TARGETS and other proprietary instrument procedure design software to recreate the existing approaches and determine:

- Limiting factors to the approaches
- Criteria deviations and waivers
- Potential changes to the approaches that will occur due to updates in regulations
- KH may discuss existing approaches with the FAA Flight Procedures Team in Renton.

1.2.3. Survey - Existing Vault: KH will procure a survey of the existing vault and immediate area (up to up to 1 acre centered, approximately, on the existing vault.) Survey will identify:

- 25 foot grid points (or greater as needed)

- 0.5 foot contours
- Monuments and survey control points
- Pavement limits and edges (edges, centerlines, intersections)
- Readily Identified Utilities
- Trees/heavily rooted vegetation (3 in trunk dia. or greater)
- Pull boxes (utility and landscape)
- Visible drainage features
- Building features:
  - o Foundation locations and elevations
  - o Doors, windows, meters
  - o Building height for the vault building

### 1.3. Needs Assessment

- 1.3.1. Existing Conditions: KH will inventory and evaluate existing airfield electrical and NAVAIDS and analyze the appropriate vault size, location and equipment necessary to operate those in a safe, serviceable and reliable manner.
- 1.3.2. Imminent and Future Conditions: KH will research and evaluate new and imminent projects (solar, MPU, etc.) for potential impacts on the location, size, design and equipment for the vault (note all future project information shall be provided by the MPAD).
- 1.3.3. KH will identify/evaluate potential approach/departure minimums and associated equipment needs
  - Exploration of New Approach Capabilities and Recommended Solutions - This task will use the same technology and geospatial information from Tasks 1 to evaluate and create initial designs for potential instrument approaches which can enhance safety and access to the MRY airport. The primary exploration will be to determine whether CAT II, CAT II SA or CAT III approaches can be achieved on runway 10R. The secondary exploration will be for alternative approach designs that can improve approach minimums for category C and D aircraft operations.

When approach options are evaluated that will require the installation of new, or enhanced, NAVAIDS or lighting, the KH team will utilize CAD drawings provided by the airport to make initial design recommendations, prepare feasibility and cost estimates.

The results of this task will be summarized into a table describing the kind of approach, NAVAIDS, lighting, minimums, aircraft restrictions, likelihood of FAA approval and approach category. Certain cost estimates may be provided for options with extensive cost

implications.

A technical memorandum will be prepared explaining the tasks that have been achieved, the table of results, and exhibits about the approaches that were analyzed and a recommendation about which options the team feels the airport should consider in the future.

- 1.4. Report and Recommendations: KH will prepare a draft and final report compiling the inventory and needs assessment as well as a recommendation for vault size, location and equipment.

Deliverables:

- Five (5) hard copies plus an electronic PDF copy of the Draft Report.
- Five (5) hard copies plus an electronic PDF copy of the Final Report.

- 1.5 Additional Pre-Design: If the recommendation is for a new, relocated or expanded vault and the MPAD agrees, the following, additional, predesign services may be required:

- 1.5.1 Topographical Survey: New Vault Location - KH will procure a survey of the proposed vault location and immediate area. Survey will identify:

- 25 foot grid points (or greater as needed)
- 0.5 foot contours
- Monuments and survey control points
- Pavement limits and edges (edges, centerlines, intersections)
- Readily Identified Utilities
- Trees/heavily rooted vegetation
- Pull boxes (Utility and landscape)
- Visible drainage features

Assumptions and Clarifications:

- Horizontal and Vertical Project Control: Recover existing monumentation and set additional monuments (up to four) in the vicinity of proposed project. All survey information shall be provided/based on Vertical Datum: NAVD 88, Horizontal Datum: NAD83.
- Survey access, schedule and procedures will be based on a mutually agreed upon approach between the MPAD, KH and the Subconsultant. Approach will incorporate roles and responsibilities, as well as mutually agreeable days, times, escorts,

runway and taxiway closures.

- MPAD will work with the surveyor to locate and identify locations and types of utilities and drainage infrastructure.
- Potholing, if necessary, is not included in this Scope of Work or within the associated fee.

Deliverables:

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

1.5.2. Geotechnical Analysis (only required if the existing vault must be expanded or a new/relocated vault building is needed): KH will complete coring and boring to complete the following:

- Slab and foundation design for the expansion of the existing vault or the construction of a new/relocated vault.
- Slab and foundation size and thickness for existing vault.

Assumptions and Clarifications:

- No drilling permits will be needed.
- Geotechnical access, schedule and procedures will be based on a mutually agreed upon approach between the MPAD, KH and the Subconsultant. Approach will incorporate roles and responsibilities, as well as mutually agreeable days, times, escorts, runway and taxiway closures.
- For the purpose of this proposal, site restoration is limited to backfilling borings with cement grout and covering with on-site soil.
- General clean-up does not include the restoration or re-vegetation of disturbed areas. Drilling in the airport area will be performed in the daylight hours.
- Spoils generated during drilling will be left near the exploration boring locations and spread relatively thin across the ground surface in landscape areas. This proposal does not include the cost to drum spoils, environmental testing of spoils, or drum disposal

Deliverables:

- Following the completion of the engineering analysis, a report will be prepared with conclusions and recommendations. The report will present results of the geotechnical investigation. The geotechnical investigation will be completed in accordance with established professional practices and the current FAA guidelines.

## 2. Design and Bid Assistance

2.1. Design: Plans, Specifications and Engineer’s Design Report (PS&E): Project design will be prepared in four stages with four submittals consisting of the “25% complete”, “65% Complete”, “95% Complete” and “bid ready” PS&E. KH will also prepare an Engineer’s Design Report (EDR) and Construction Safety and Phasing Plan (CSPP) as part of this Task.

- Project Plans: KH will prepare up to 50 plan sheets under this Task.
- Specifications: KH will prepare specifications as follows:

Notice to Bidders	KH will prepare the Notice to Bidders based on FAA requirements and MPAD input.
Bid Proposal	KH will prepare the Bid Proposal based on FAA requirements and MPAD input.
Contract	MPAD will provide standard contract documentation for incorporation into the specifications.
Federal Assurances	KH will incorporate the required Federal language and current Davis Bacon Wage Rates.
General Provisions	General Provisions must be consistent with the current version of AC 150/5370-10, FAA Technical Specifications. Any changes to the general provisions requires a Modification to Standards, which is not included in this scope of services.
Special Provisions	KH will work with the MPAD to develop appropriate special provisions.
Technical Specifications	Technical Specifications must be consistent with the current version of AC 150/5370-10, FAA Technical Specifications. Any changes require a Modification to Standards, which is not included in this scope of services.

- Engineers Design Report (EDR): KH will prepare an Engineer's Design Report, including an Opinion of Probable Construction Cost (OPCC) for the Project for submittal concurrent with the 65% complete submittal of plans and specifications.
- Construction Safety and Phasing Plan (CSPP): KH will prepare an outline of the CSPP with the 25% submittal and a final CSPP with the 95% complete submittal.

Assumptions, Clarifications and Exclusions:

- Specifications will be prepared under this Task. General provisions and technical specifications will be developed from the current at time of preparation FAA advisory circular for specifying construction on airports. Front end documents will be developed from the MPAD's boilerplate document supplied by the MPAD. Unique or non-standard FAA technical specifications are not anticipated or included in this task.
- Plans will be prepared on 22" x 34" border sheets.
- There will only be one bid process for this project.
- Assumes Storm Water Pollution Prevention Plan (SWPPP), Notice of Intent (NOI), Notice of Termination (NOT), Best Management Practices (BMP's) etc. to comply with local, State and Federal storm water codes and requirements will be included in the contractor's scope of work.
- Assumes a drainage study/report is not necessary.
- Assumes no modifications are required to electrical services (i.e. edge lights, NAVAIDS, signs, etc.).
- This task assumes that the MPAD will provide one consolidated (MPAD, FAA, etc.) set of comments on submittals within one week of receipt from KH. Comments received will be integrated or addressed under a subsequent Task.
- Assumes up to three project meetings at the Airport.
- It is not anticipated that any additional plans or specification items will be added to the ninety-five (95) percent Pre-Bid construction document set as a result of the response to and incorporation of the review comments.



## Deliverables

- 25% Plans – three (3) full sized copies, plus a PDF set.
- 65% and 95% Submittals will include three (3) copies of the EDR, Specifications, OPCC, CSPP, and Plans (1-full size, 2-half size, Bond Paper Only). KH will concurrently provide one set of the submittal to the FAA ADO for review.
- The one-hundred (100) percent construction document submittal will include three (3) copies of the specifications, OPCC, and plans (1-full size, 2-half size, Bond Paper for half size, ), and an electronic Adobe Acrobat™ file of the plans and specifications. KH will concurrently provide one hard copy set of the submittal to the FAA ADO for their use

## 2.2. Advertising Phase

**2.2.1.** KH will offer response to bidder questions and comments during the bidding of the project. For this task KH has assumed a total of ten (10) bidder's questions assuming a total of one-hour for drafting an applicable response to each question

**2.2.2.** KH will attend one (1) project Pre-Bid meeting held at the airport.

### Assumptions, Clarifications and Exclusions:

- For the bidding phase all communications will be directed through the MPAD's representative(s).
- Addendums and/or changes to the design resulting from bidder's questions or MPAD changes are not included in this task.

### Deliverables:

- Response to bidder's questions will be provided in the form of e-mail communications.

### 3. Project Management

#### 3.1. Client Communications and Contract Management: Under this Task, KHA will:

- Implement a client communication process that involves ongoing email and phone calls and participation in up to one meeting in Livermore, California during the design and advertising process. This meeting is in addition to other Task related meetings at the airport.
- Manage contract/subcontract preparations, negotiations and execution.
- Manage contract/subcontract schedules and budgets including invoicing and maintaining internal KHA project controls related to staffing, schedules and budgets.

#### Deliverables:

- Copies of contracts, subcontracts and invoices as appropriate.
- Periodic updates (email) on project status, schedule and budget.

#### 3.2. Quality Control: This task includes formal and informal, project specific Quality Control and Continuous Quality Improvement (CQI) measure implemented by KHA on this Project. Specific efforts anticipated on this project are:

- Quality Control/Work Plan: KHA will prepare a quality control/work plan for the project. The plan will address schedule, budget, resources and overall project quality, oversight and implementation.
- Submittals: Submittals will be reviewed by senior staff for quality, accuracy and acceptability.
- Constructability: KHA will complete a field visit at the 95% complete design stage to verify and/or address constructability/feasibility and overlooked site conditions.

#### Assumptions and Clarifications:

- Quality Control on submittals assumes up to five (5) submittal packages (Contracts, preliminary design (up to 25%) and submittal packages at the, 95% and bid ready phases).

Deliverables:

- One hard copy of the Quality Control/Work Plan
- Updates on Quality Control actions (incorporated/concurrent with periodic project status report)

### III. **ADDITIONAL SERVICES**

Any other services, including but not limited to the following, are not included in this Agreement.

- Site Utility Design - Including Franchised Utilities and any relocation of utilities, other than noted.
- Design for the relocation/modification of existing airport and FAA communication and electrical services including NAVAID's, not specifically identified in our scope of services.
- Construction Services including Construction Administration and inspections / Record Drawings (As-Builts) / Construction Staking / Bidding Services / Negotiation, except as detailed within the scope of services.
- Storm Water Pollution Prevention Plan.
- Any item not specifically mentioned in our Scope of Services

Any services not specifically provided for in the scope are available at our then current hourly rates.

### IV. **SPECIAL CONSIDERATIONS**

- **TITLE 16:** We would like to take this opportunity to notify you that Mr. Pearse Melvin will be providing Quality Control on this Project. Mr. Melvin is licensed by the California Board for Professional Engineers and Land Surveyors as a Civil Engineer (Registration Number 63346). This notification to you is to comply with the requirements, effective March 10, 2000, of Title 16, California Code of Regulations, section 463.5. Your acceptance of this scope and subsequent issuance of a NTP serves as acknowledgement that you have received this notification.
- **STANDARDS:** The plans will be provided in AUTOCAD Civil 3D format compatible with the MPAD CAD standards, the Microsoft Word XP software for word processing and the Microsoft Excel software for quantities and estimating purposes. All work by the KH team will conform to or be compatible with these conventions
- **CLIENT'S Responsibilities:** It is understood that the MPAD will provide the following services:

- The MPAD will provide copies of all relevant reports, studies, drawings, correspondence, specifications, contract documents and other relevant project information or data.
- Provide Consultant access and if necessary escorting services during the field investigations.
- Timely review and response (5 working days).

**V. SCHEDULE:**

KH will complete all work in this Task Order within 12 months of receiving a Notice to Proceed from the MPAD.

**VI. TERMS OF COMPENSATION**

Kimley-Horn will perform the services in Tasks 1 - 3 on a labor fee plus expense basis. KH will not exceed \$385,000, including all labor and expenses, without authorization from the MPAD. KH estimates the fee per task as follows:

Task 1 Pre-Design	\$ 170,000
Task 2 Design and Bid Assistance	\$ 190,000
Task 3 Project Management	\$ 25,000
<hr/>	
Maximum Fee	\$ 385,000

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to the rate table below.

Role	Rate
Firmwide and Regional Role and Oversight	\$357.40
Sr Client Service Mgr; Program Manager	\$316.36
Project Manager; Sr Engineer; Sr Planner	\$254.79
Journey level Engineer or Planner	\$193.04
Jr Engineer/Planner; Analyst/Designer	\$128.27
Professional Support (DBE, Contracts, Accountant)	\$120.94
Clerical and Admin	\$92.88

The rate schedule is subject to an annual adjustment of 5% beginning July 1, 2017.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. Subconsultant costs will be billed at 1.10 time cost. A percentage of labor fee may be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

Invoices will be submitted by the Consultant to the MPAD periodically for services performed and expenses incurred. The MPAD is also responsible for payment of any taxes, including sales tax. Payment of each invoice will be due within twenty-five (25) days of receipt.

If the MPAD objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

MONTEREY REGIONAL AIRPORT  
REPLACEMENT AIRFIELD ELECTRICAL VAULT

					LABOR							EXPENSES											
					Principal, Sr Professional	Project Management Team			Sr Professional	Professional	Jr Professional	Project Support (admin, accounting, clerical, etc)	Subcontractant			Expenses							
					PIC	PM	Asst PM	QC/Tech Advisors		KH	KH	KH	Subcontractants	Sub-Fee	Total Sub	Expenses (printing, FedEx, etc)	1-Day Trip		Overnight Trip		Expense Fee	Total Expenses	
					Firmwide Role and Sr PIC	PM Team	Sr Professional	QC/Tech Advisors	Sr Professional	Professional	Jr Professional	Project Support	\$145,000	10%		\$376	Totals	\$650.00	\$ per person trip	\$1,300.00	10%		
Rate					\$341.63	\$302.40	\$243.54	\$304.03	\$184.52	\$184.52	\$122.61	\$88.79					Per Trip	\$650.00	Per Trip	\$1,300.00			
Lbs						85	283	48		483	164	29				Person Trips	5	Person Trips	0				
Expenses					\$221,027	\$163,489	\$384,516																
Totals																							
1.	Pre-Design	Comments	\$9,292	\$160,215	\$169,507		5	10			28	2											
	Kick Off		\$605	\$715	\$1,320		2							\$0	\$0		1	\$650.00		\$0.00	\$65.00	\$715.00	
	Inventory/Research Existing Vault and Equipment		\$2,472	\$0	\$2,472		1	4		6		1		\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	
	Existing Approaches		\$0	\$66,330	\$66,330								\$60,300	\$6,030	\$66,330			\$0.00		\$0.00	\$0.00	\$0.00	
	Survey (Existing)		\$0	\$3,850	\$3,850								\$3,500	\$350	\$3,850			\$0.00		\$0.00	\$0.00	\$0.00	
	Needs Assessment Existing Electrical and NAVAIDs		\$1,897	\$0	\$1,897		1	2		6				\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	
	Needs Assessment (current and future (Solar, MPU, Etc))		\$1,594	\$0	\$1,594			2		6				\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	
	Needs Assessment Future Category Approaches		\$0	\$60,984	\$60,984								\$55,440	\$5,544	\$60,984			\$0.00		\$0.00	\$0.00	\$0.00	
	Report and Recommendations		\$2,723	\$11,286	\$14,009		1	2		10		1		\$10,260	\$1,026	\$11,286			\$0.00		\$0.00	\$0.00	
	Survey (New Location)	Only if expanded or new vault shelter	\$0	\$3,850	\$3,850								\$3,500	\$350	\$3,850			\$0.00		\$0.00	\$0.00	\$0.00	
	Geotechnical (New Facility)	Only if expanded or new vault shelter	\$0	\$13,200	\$13,200								\$12,000	\$1,200	\$13,200			\$0.00		\$0.00	\$0.00	\$0.00	
2.	Design and Bid Assistance		\$188,157	\$1,844	\$190,000		56	267		455	164	24											
#	Plans (25%, 65%, 95%, Bid Ready)	Includes up to 50 Plan sheets	\$140,633	\$414	\$141,047		40	200		350	120	6		\$0	\$0		\$376		\$0.00		\$0.00	\$37.60	\$413.60
	CSPP (25%, 95%)		\$7,926	\$0	\$7,926		1	8		24	8	3		\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	
	EDR (25%, 65%, 95%, Bid Ready)		\$12,740	\$0	\$12,740		4	18		24	20	3		\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	
	Specifications (25%, 65%, 95%, Bid Ready)		\$12,504	\$0	\$12,504		4	20		30		10		\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	
	ORC (Estimate) (25%, 65%, 95%, Bid Ready)		\$8,080	\$0	\$8,080		2	9		18	16			\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	
	Bid Assistance: Responses to questions during bidding		\$4,000	\$0	\$4,000		1	8		9		1		\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	
	Attend Prebid Meeting		\$2,273	\$1,430	\$3,703		4	4				1		\$0	\$0		2	\$1,300.00		\$0.00	\$130.00	\$1,430.00	
3.	Project Management		\$23,579	\$1,430	\$25,009		24	6	48			3											
	Client Communications and Contract Management		\$8,985	\$1,430	\$10,415		24	6				3		\$0	\$0		2	\$1,300.00		\$0.00	\$130.00	\$1,430.00	
	Quality Control	Approx 6 submittals, avg of 8 hours each.	\$14,594	\$0	\$14,594				48					\$0	\$0			\$0.00		\$0.00	\$0.00	\$0.00	

**EXHIBIT "B"**  
**ADDITIONAL SERVICES**

**MONTEREY REGIONAL AIRPORT**

**PROFESSIONAL SERVICES AGREEMENT WITH  
KIMLEY HORN AND ASSOCIATES INC.  
TO PREPARE BID SPECIFICATIONS FOR A  
REPLACEMENT AIRFIELD ELECTRICAL VAULT**

**SCOPE OF ADDITIONAL CONSULTING SERVICES**

Additional Services. For the purpose of this agreement, Additional Services means the following professional services:

- Scope of Work excluded from Basic Services that may be desired by District to perform additional unspecified tasks such as the following:
  - Additional Engineering Services not defined in the Scope of Work
- Additional unforeseen office or field tasks determined to be necessary by District to complete the project.

Consultant shall furnish all the additional services to the satisfaction of District's Executive Director, with reasonable diligence. Consultant shall perform such additional services upon District's written request, specifying the details thereof and the time and manner in which such services shall be performed.

Services required that are not obvious or become apparent when uncovered shall be considered as additional services. The extent of these services will be determined and approved by District's Executive Director.

Compensation. Consultant will perform the work on an hourly charge rate basis as shown in Exhibit "C". The maximum Consultant's Fee for this work shall be approved by District's Executive Director.

**EXHIBIT "C"**  
**HOURLY RATES OF COMPENSATION**

**MONTEREY REGIONAL AIRPORT**

**PROFESSIONAL SERVICES AGREEMENT WITH  
KIMLEY HORN AND ASSOCIATES INC.  
TO PREPARE BID SPECIFICATIONS FOR A REPLACEMENT AIRFIELD ELECTRICAL  
VAULT**

**BILLING RATE SCHEDULE**

Payments to Consultant for authorized and satisfactorily completed Basic Services and Additional Services shall be made on a time-and-expense basis in accordance with the rates shown below.

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Firmwide and Regional Role and Oversight	\$357.40
Senior Client Service Manager/Project Manager	\$316.36
Project Manager/Senior Engineer/Senior Planner	\$254.79
Journey level Engineer or Planner	\$193.04
Jr. Engineer/Planner, Analyst/Designer	\$128.27
Professional Support (DBE, Contracts, Accountant)	\$120.94
Clerical and Admin	\$92.88
Subcontractors/Vendors/Materials/Travel	At Cost

The above rates include direct salary costs, overhead and related fees.



## **Exhibit D – Federal Equipment Acquisition Contract Provisions**

### **a. ACCESS TO RECORDS AND REPORTS**

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.

### **b. 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.

### **c. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the 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.

### **d. 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.

**e. TITLE VI SOLICITATION NOTICE:**

The **Monterey Peninsula Airport District** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND 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.*).

#### **f. DISADVANTAGED BUSINESS ENTERPRISES**

**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 {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} 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 the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

#### **g. ENERGY CONSERVATION REQUIREMENTS**

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.*).

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

**i. 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.

**j. RIGHTS TO INVENTION**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**k. 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/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must

require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **I. 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.

#### **m. Seismic Safety**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National

Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**n. 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.

**o. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**p. DAVIS BACON**

*Professional Services* - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) include tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, then Respondent will be required to comply with the Davis Bacon prevailing wage requirement and it will be included in the Professional Services Agreement.

**q. 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.

**r. AFFIRMATIVE ACTION -49 USC § 47123**

Respondent's Obligation

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

**s. EQUAL OPPORTUNITY**

Equal Employment Opportunity Policy Statement

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

**t. NON-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.

**u. 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/conserva/tools/cpg/products/](http://www.epa.gov/epawaste/conserva/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.

**v. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

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:



- c) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- d) 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;
- e) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- f) 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.

#### **TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such

completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner. The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **w. DEBARMENT AND SUSPENSION**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **x. CONTRACT WORKHOURS AND SAFETY STANDARDS**

Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Respondent 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). Respondent 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.

#### **y. 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.

#### **z. 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.

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. 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.

#### **aa. 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.

**bb. 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.

**AGENDA ITEM: L-5**  
**DATE: January 11, 2017**

**2017 ACI-NA & AAE Events**

ACI-NA/AAAE Washington Legislative  
Conference  
March 21-22, 2017  
Washington, DC

ACI-NA Commissioners Congressional  
Reception  
March 21, 2017  
Washington, DC

ACI-NA/AAE Airport Board &  
Commissioners Conference  
April 2-4, 2017  
Greenville, SC

ACI-NA Annual Conference & Exhibition  
September 17-20, 2017  
Fort Worth, TX

89<sup>th</sup> Annual AAE Conference & Exposition  
May 7-10, 2017  
Long Beach, CA

**2017 NBAA Events**

NBAA Schedulers & Dispatchers  
Conference  
February 7-10, 2017  
Ft. Worth, TX

NBAA Business Aviation Convention &  
Exhibition  
October 10-12, 2017  
Las Vegas, NV

**AGENDA ITEM: H**  
**DATE: January 11, 2017**

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

**DEPARTMENT REPORTS**

**Michael La Pier, Executive Director**  
[Air Service Development Report](#)

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

**Jeff Hoyne, Police Chief**  
[Police Activity Report](#)

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

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

**Chris Morello, Planning Manager / Grants Administration**  
[P & D Monthly Project Report](#)

**AGENDA ITEM: M**  
**DATE: January 11, 2017**

**TO:** Air Service Committee  
**FROM:** Michael La Pier, A.A.E., Executive Director  
**DATE:** January 5, 2017  
**SUBJ:** Air Service Development Report

## **Marketing, Advertising & Promotions**

### **Advertising**

- **Billboard:** On Hwy 101, 2 miles north of Prunedale. The Alaska Airlines creative is installed.
- **Advertising and Marketing:** Chris Chidlaw with Chidlaw Marketing is working on new television advertising spots highlighting international connectivity through the United San Francisco flights as well as a stand-alone spot that targets the American flight to Phoenix for Spring Training baseball in late February, and March. We are also working on a Google AdWorks campaign that highlights the convenience of MRY. The target market for this campaign will be our area travelers.

### **Air Carrier Update**

- AS - SAN and LAX service continues once a day.
- G4 (Allegiant) - LAS service continues Thursdays and Sundays.
- AA - PHX service continues four times a day for the majority of the month, with three of the turns operated by CRJ900s.
- UA SFO - SFO service continues twice a day. Most flights are now being operated using a CRJ-700 or CRJ-900 aircraft with two class configuration. Our last outbound flight is being operated using a CRJ-200 aircraft. UA LAX service continues at four times daily.

### **Air Service Development**

- The first meeting of the new Community Air Service Committee is being scheduled for January 25, 2017. Joseph Pickering will be in attendance and will lead the group in organizing this effort.
- Communications and Community Affairs Coordinator Jennifer Fahselt will attend a pop-up marketing event in Chicago in February to promote United Airlines connection opportunities.

- The DOT has provided us with confirmation that the SCASDP grant will not be extended for a 4<sup>th</sup> time unless we can secure a strong letter of commitment from an interested carrier. This is formal notice of what we have understood for some time. Alaska Airlines finally made contact with us through Joseph Pickering and indicated they will be meeting this week to discuss whether or not to offer a letter of support as part of our effort to seek another extension.

### **Public Relations**

- Social Media/Facebook: Continue to get mostly positive feedback on our Facebook page and through our website inquiry section.
- Salinas Rodeo Sponsorship: We are meeting with the promoters of the Salinas Rodeo and the MCCVB at the end of the month to begin discussions regarding continuing our sponsorship of the Rodeo and hosting the Rodeo Mixer at the airport.
- AT&T Pebble Beach Partnership: We have been in contact with the sponsors of this event and have offered to assist them as we did last year with staging of the tournament vehicles and a welcome presence in the terminal building for arriving guests and participants. In return we receive promotion of the airport on the tournament website.

### **Customer Service**

- Customer Comment Cards: see December responses attached.

### **Future Meeting Schedule**

To be determined.



Tone	Date	Time	A/D/G	Airline	Flt #	Comments	Name	City & State
N	12/01/16	11:15	D	AA	-	As a very frequent and very satisfied user of this airport, I am dissapointed that the store is gone! Bring it back!	MB	Carmel, CA
P	12/06/16	13:30	D	AK	2603	Super friendly secutity staff; spic and spam restroom waiting area; much improved ticketing area without snack bar.	KG	Carmel Valley, CA
P	12/10/16	13:00	D	UA	5139	Damon did a great job of helping me rebook my flight despite another flight going out. He did awesome.	DC	-
N	12/10/16	13:00	D	AA	-	There are no electrical outlets in the terminal, except in the bar!	AS	-
N	12/12/16	18:00	A	UA	-	It takes forever for the luggage to be unloaded!	-	-
P	12/15/16	19:00	D	AA	-	Efficient, pleasant TSA	J	Seaside, CA
C	12/16/16	23:50	A	UA	5850	Ask passengers to refrain using their cell phones in short flights. I could not sleep from SFO to MRY because one woman was playing on her phone.	-	-
P	12/17/16	1:28	D	UA	-	Awesome flight!	HC	Santa Cruz, CA
N	12/18/16	20:19	A	-	7778	No jetway for arriving plane - no luggage management - and no one by phone or in person to manage the problem. Don't. Unless you have oodles of time. Elderly are inconvenienced! No walkers?	-	Aptos, CA
N	12/22/16	12:30	D	-	-	Service is mediocre. Needs some friendly faces.	-	-
C	12/27/16	14:00	D	AK	26034	Everyone was very kind and helpful, but going through TSA, employee Elizabeth Johnson was extremely rude without warrant; I do no expect the best of services, but I do expect to be treated as a human being.	BF	Monterey, CA
N	12/29/16	11:20	D	AA	5989	How bout some power outlets? Gate 2 area has one floor outlet only	L	Spreckles, CA

**TO:** Michael La Pier, Executive Director  
**FROM:** Operations Manager Griggs  
**DATE:** January 4, 2017  
**SUBJ:** Operations Report

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The following is a summary of activity of general Airport Operations for December 2016 and planned airline activities for January 2017.

1. Airline activity for the holiday period was encouraging with passengers experiencing minimal delays. Our parking lots were almost at capacity suggesting that patrons were not discouraged with the parking lot pricing increase (The long-term lot was full over Thanksgiving).
2. The December 2016 noise comment report is attached.
3. The Operating and Expense Reports for the Taxi Open-Entry and Uber ground transportation systems are attached.
4. The Commercial Flight Cancellations & Delay Report for December 2016 is attached.
5. Attached is the Commercial Flight Schedule for January 2017.
6. Below is the summary of scheduled airline activity for January 2017:

Alaska Air flown by Horizon

- Continuing to operate one daily departure to San Diego and Sunday-Friday once a day to Los Angeles
- Scheduled to operate a total of 116 flights (Arrivals and Departures)

Allegiant Air

- Continues service twice a week on Thursdays and Sundays.
- Scheduled to operate a total of 18 flights (Arrivals and Departures)

United flown by SkyWest

- Four daily LAX departures continue (three on Saturdays)
- Two daily SFO departures (second SFO flight resumes Jan 4)
- Scheduled to operate a total of 356 flights (Arrivals and Departures)

American Eagle flown by SkyWest/Mesa

- Service to PHX continues with four daily departures using one CRJ900, two CRJ700 and one CRJ200 aircraft. Evening turn does not operate on Saturdays effective Jan 10.
- Scheduled to operate a total of 240 flights (Arrivals and Departures)

Cumulatively speaking the airlines have scheduled 106 more flights (730 vs. 624) as compared to last January. This has been attributed to the increase of PHX (American) and LAX (Alaska & United) flights.

## MRY AIRPORT NOISE COMMENT LOG DECEMBER 2016

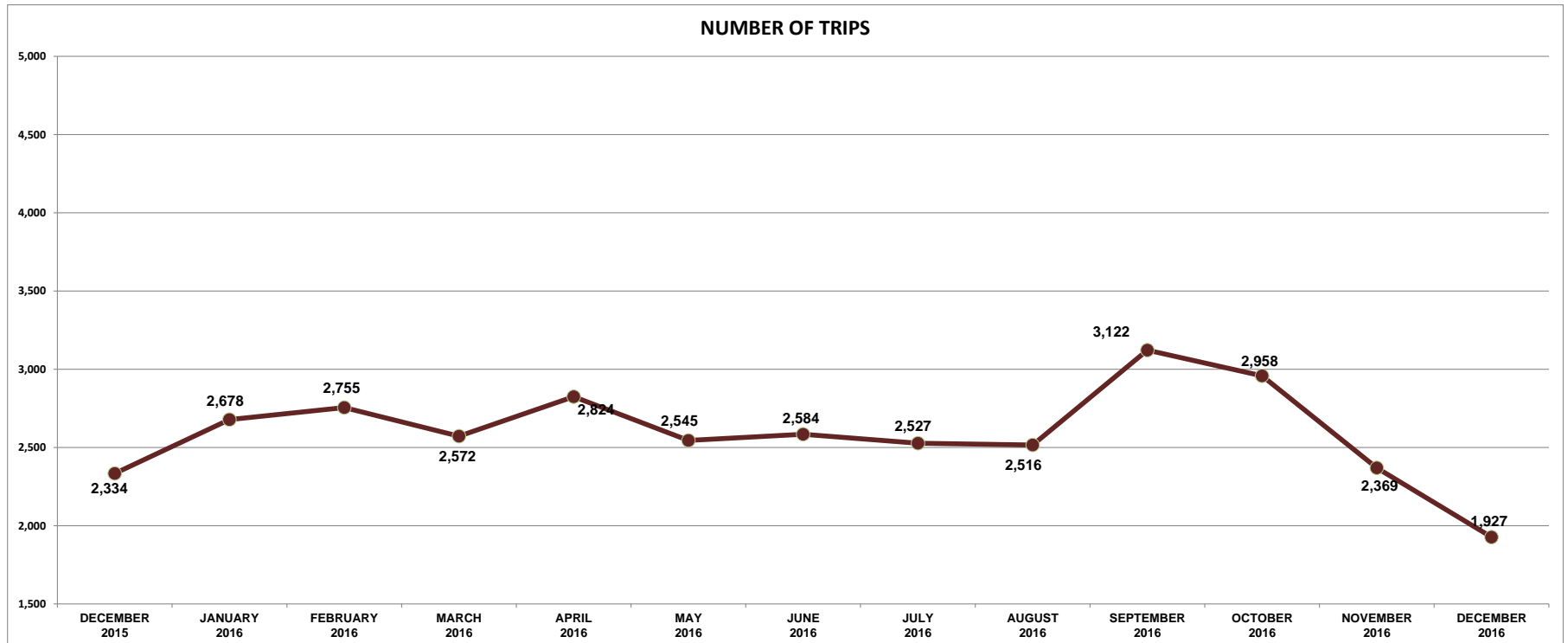
Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Notes	
1	Pete Di Maria	North Monterey	12/4/2016	1:45pm	White Single Engine Cessna	north pattern work	white SE airplane flew over the top of my house 4 times within the last hour.	KG	Flight training operations are within the District's voluntary noise abatement procedures.	Repeated attempts to contact Mr. Di Maria were unsuccessful.
2	Barbara Lovero	Pasadera	12/1-8, 12-15	multiple	multiple	landing RWY 28L	Ongoing concerns regarding changes to RWY 28L RNAV approaches.	NG	Documented.	Ops has corresponded at length with complainant regarding this issue.
3	Rolf Langland	DRO	ongoing	multiple	small white Cessna	right-traffic pattern	7 days a week with low-altitude flights.. They are flying over the neighborhood in continual five minute loops, over and over again.	NG	Advised complainant to report specific instances of noise abatement procedure non-compliance.	Complainant believes acct belongs to MRY tenant.
4	Eleanor Cullem	Skyline Forest	week leading up to 12/8/16	multiple	multiple	unknown	"So noisy" at various times of day.	NG	ATCT advised C-130 conducting south pattern work on day of call.	No other notable operations - possible vectoring due to recent weather.
5	Rolf Langland	DRO	12/18/2016	12pm	Cessna	south to north	Overflew my house at very low altitude, less than 400 feet above ground.	NG	ATCT advised aircraft departing to the north. Nothing unusual noted.	
6	Nina DeMello	Corral De Tierra	12/23/2016	10:13pm & 10:28pm	unknown	unknown	Loud planes due to low flying planes late at night (past bedtime).	NG	Advised of scheduled airline ops around time of observation	
7										
<b>AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT</b>										
<b>AIR OPERATIONS OF UNKNOWN ORIGIN</b>										
<b>MONTHLY TOTALS and COMPARISONS</b>										

	Dec-16	Dec-15	% Change
Number of Complaints:	6	3	200%
Number of Operations:	8,081	3,458	134%
			% Change
Annual Total	157	138	14%

Other Airport	UNKNOWN ORIGINS
0	0
0	0

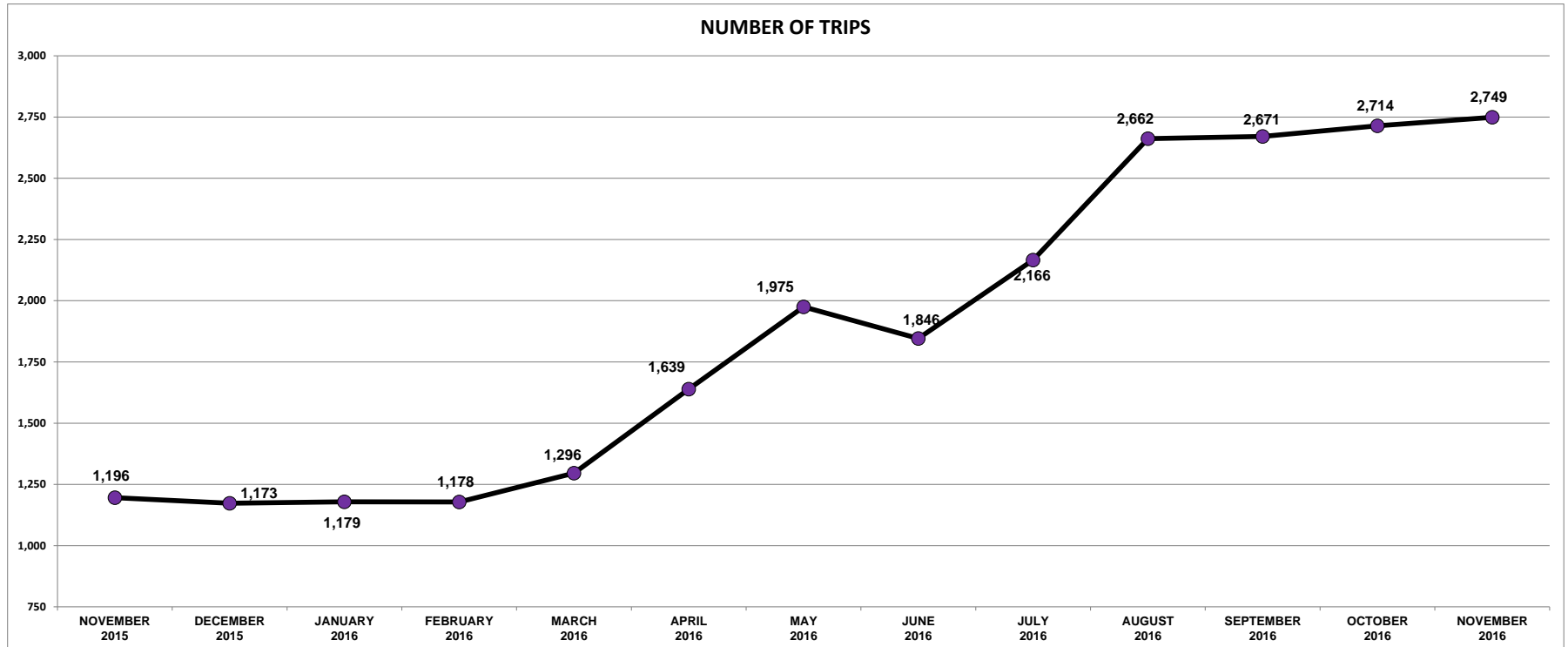
13-MONTH ROLLING COMPARISON

Taxis



	2015 DECEMBER	2016 JANUARY	2016 FEBRUARY	2016 MARCH	2016 APRIL	2016 MAY	2016 JUNE	2016 JULY	2016 AUGUST	2016 SEPTEMBER	2016 OCTOBER	2016 NOVEMBER	2016 DECEMBER
NUMBER OF TRIPS	2,334	2,678	2,755	2,572	2,824	2,545	2,584	2,527	2,516	3,122	2,958	2,369	1,927
NUMBER OF MEDALLIONS	115	115	115	116	116	116	116	72	78	79	82	84	85
TAXI TRIP FEES	\$ 8,034	\$ 8,265	\$ 7,716	\$ 8,202	\$ 8,472	\$ 7,635	\$ 7,752	\$ 7,581	\$ 7,548	\$ 9,366	\$ 8,874	\$ 7,107	\$ 5,781
TAXI MEDALLION FEES	\$ 2,104	\$ 2,104	\$ 2,354	\$ 2,354	\$ 2,104	\$ 2,104	\$ 2,104	\$ 19,500	\$ 750	\$ 250	\$ 750	\$ 500	\$ 250
TAXI - TOTAL REVENUE	\$ 10,138	\$ 10,369	\$ 10,070	\$ 10,556	\$ 10,576	\$ 9,739	\$ 9,856	\$ 27,081	\$ 8,298	\$ 9,616	\$ 9,624	\$ 7,607	\$ 6,031
CURB MGMT CONTRACT	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897
EQUIPMENT DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SOFTWARE LICENSE / HOSTING	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245
EXPENDABLE SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TAXI - TOTAL EXPENSE	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,142	\$ 13,142	\$ 13,142	\$ 13,142	\$ 13,142	\$ 13,142
OPERATING INCOME / (LOSS)	\$ (2,934)	\$ (2,703)	\$ (3,002)	\$ (2,516)	\$ (2,496)	\$ (3,333)	\$ (3,216)	\$ 13,939	\$ (4,844)	\$ (3,526)	\$ (3,518)	\$ (5,535)	\$ (7,111)
FYTD 2017 (July 2016 - June 2017) OPERATING INCOME / (LOSS)													\$ (10,595)
CUMULATIVE (13-MONTH) OPERATING INCOME / (LOSS)													\$ (30,794)

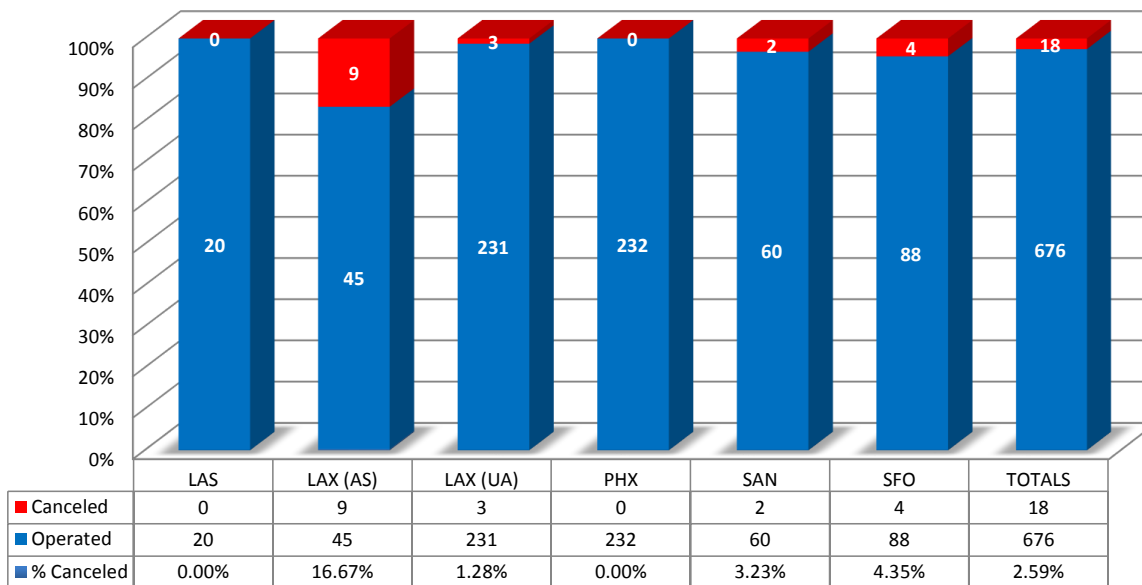
Transportation Network Companies (TNCs)



	2015 NOVEMBER	2015 DECEMBER	2016 JANUARY	2016 FEBRUARY	2016 MARCH	2016 APRIL	2016 MAY	2016 JUNE	2016 JULY	2016 AUGUST	2016 SEPTEMBER	2016 OCTOBER	2016 NOVEMBER
NUMBER OF TRIPS	1,196	1,173	1,179	1,178	1,296	1,639	1,975	1,846	2,166	2,662	2,671	2,714	2,749
NUMBER OF TNCs	1	1	1	1	1	1	1	1	1	1	1	1	1
NUMBER OF VEHICLES	231	205	221	264	240	281	289	302	357	434	423	380	406
TNC TRIP FEES	\$ 2,925	\$ 3,588	\$ 3,519	\$ 3,537	\$ 3,534	\$ 3,888	\$ 4,917	\$ 5,925	\$ 5,538	\$ 6,498	\$ 7,986	\$ 8,013	\$ 8,142
TNC PERMITS	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	\$ 3,925	\$ 3,588	\$ 3,519	\$ 3,537	\$ 3,534	\$ 3,888	\$ 4,917	\$ 5,925	\$ 5,538	\$ 6,498	\$ 7,986	\$ 8,013	\$ 8,142

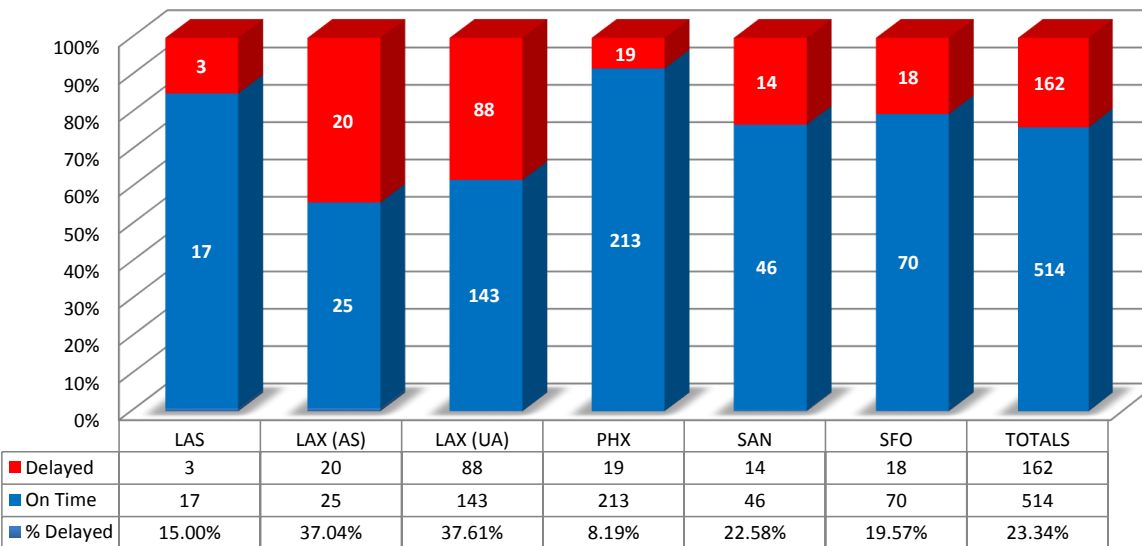
# December 2016

## December Commercial Flights Operated vs. Canceled



**TOTAL CANCELED FLIGHTS: 18**


























## December Commercial Flights On Time vs. Delayed



**TOTAL DELAYED FLIGHTS: 162**

# Monterey Regional Airport

## January 2017 Flight Schedule

ARRIVALS					DEPARTURES						
FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD		
CRJ200 (50)	LAX	 UNITED	5018	10:00 AM	DAILY	SFO	 UNITED	5316	6:00 AM	DAILY EXC JAN 15	CRJ200 (50)
CRJ200 (50)	SFO	 UNITED	5984	11:00 AM	JAN 4-31 ONLY	PHX	 American Airlines	3069/ 3071	6:05 AM	DAILY	CRJ700 (66)
CRJ900 (76)	PHX	 American Airlines	5896	11:50 AM	DAILY	LAX	 UNITED	5052	6:25 AM	DAILY	CRJ200 (50)
CRJ200 (50)	LAX	 UNITED	5166	1:45 PM	DAILY	SAN	 Alaska	2437	8:00 AM	DAILY	Q400 (76)
MD80 (166)	LAS	 allegiant air	540	8:36 AM 4:30 PM	JAN 2 TH & SU EXC JAN 1	LAX	 UNITED	5053	10:30 AM	DAILY	CRJ200 (50)
Q400 (76)	LAX	 Alaska	2604	2:38 PM 10:40 AM	SU-TU,TH,FR WE	SFO	 UNITED	5740	11:30 AM	JAN 4-31 ONLY	CRJ200 (50)
CRJ700 (66)	PHX	 American Airlines	3108	3:45 PM	DAILY	PHX	 American Airlines	5989	12:20 PM	DAILY	CRJ900 (76)
CRJ200 (50)	LAX	 UNITED	5037	5:40 PM 5:15 PM	JAN 1-4 JAN 5-31 EXC SA	LAX	 UNITED	5139	2:15 PM	DAILY	CRJ200 (50)
Q400 (76)	SAN	 Alaska	2436	8:02 PM	DAILY	LAS	 allegiant air	541	9:21 AM 5:15 PM	JAN 2 TH & SU EXC JAN 1	MD80 (166)
CRJ700 (66)	PHX	 American Airlines	3073	6:50 PM	DAILY EXC JAN 10,17,24	LAX	 Alaska	2603	3:10 PM 11:25 AM	SU-TU,TH,FR WE	Q400 (76)
CRJ200 (50)	LAX	 UNITED	5023	8:50 PM	DAILY	PHX	 American Airlines	3104	4:15 PM	DAILY EXC JAN 31	CRJ700 (66)
CRJ700 (66)	PHX	 American Airlines	3107	10:05 PM	DAILY EXC JAN 31	LAX	 UNITED	5054	6:10 PM 5:45 PM	JAN 1-4 JAN 5-31 EXC SA	CRJ200 (50)
CRJ200 (50)	SFO	 UNITED	5850	11:35 PM	DAILY EXC JAN 14	PHX	 American Airlines	5815/ 3050	7:15 PM	DAILY EXC JAN 10,17,24,31	CRJ700 (66)

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

**AGENDA ITEM: M**  
**DATE: January 11, 2017**

**TO:** Mike La Pier, Executive Director  
**FROM:** Police Chief Jeff Hoyne  
**DATE:** January 3, 2017  
**SUBJECT:** Police Activity Report for December 2016

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

### **Highlights**

- MRY PD responded to **308 door and gate alarms** in December.
- Officers worked a total of **28.5 hours of overtime** in December.
- MRY PD Officers responded to one outside agency assists in December which consisted of the following:
  - 12/30 @ 0100 hrs. Assisted Del Rey Oaks officer with traffic control while he took measurements for a past tense car accident.

### **Training**

- All officers completed monthly DTBs.
- Chief Hoyne attended week one of the POST Executive Development Course.
- Officer Jensen attended Aviation Security Course.
- All officers completed range qualification.

### **Calls for Service**

1. 12/1 @ 0601 hrs. Dispatched to Monterey Jet Center regarding an open gate. Area check performed and UTL any open gate. Area check performed and no unauthorized items or people were located inside the AOA.
2. 12/3 @ 1524 hrs. Subject and friend observed near TSA checkpoint sounding belligerent. Subjects drove off in a white car, were stopped on Highway 68. Driver was arrested for DUI and passenger was transported home by officer.
3. 12/6 @ 2000 hrs. Several incidents surrounding a male and female patron at the Golden Tee regarding domestic disturbance, vandalism and possible stolen property. Interviewed both subjects and no criminal activity identified.
4. 12/8 @ 0600. Dispatched to a suspicious vehicle in the long term parking lot with an open door. Vehicle located, door was locked, but driver failed to close the door prior to leaving the vehicle.
5. 12/9 @ 0955 hrs. Dispatched to a 911 hang-up originating from a cell phone in the area of Aviation Lane and Airport Road. Unable to locate.



6. 12/11 @ 0635 hrs. Report of vandalism and disturbing the peace at American Airlines ticket counter. Investigation ongoing.
7. 12/15 @ 1540 hrs. Dispatched to short term parking lot for a parked vehicle with its rear hatch open. Upon arrival, no one observed in the vicinity of the vehicle. Vehicle secured.
8. 12/18 @ 0945 hrs. Dispatched to a medical emergency on incoming Allegiant flight. AMR escorted onto AOA, patient escorted off plane and taken by AMR to CHOMP.
9. 12/18 @ 1600 hrs. Ramp personnel having problems with the baggage carousel. Doors would go up, but carousel would not turn. Power shut down for one minute to resolve the issue.
10. 12/18 @ 1845 hrs. Subject contacted at National Car Rental for refusing to leave after denied service. Subject left peacefully upon contact.
11. 12/19 @ 1215 hrs. Dispatched to American Eagle baggage regarding a passenger having marijuana in their checked luggage. The passenger was refused boarding due to the marijuana and booked on another flight.
12. 12/22 @ 1315 hrs. Notified by Operations that a dog was loose on the AOA. The dog was a passenger on the American Eagle flight from Phoenix. The dog was caught and issued a strike violation for failure to adhere to TSA rules.
13. 12/24 @ 1500 hrs. Alarm activation at Skypark Storage. Alarm was not sounding upon arrival and unit was secure.
14. 12/27 @ 1500 hrs. Responded to TSA to assist with passenger in screening area with unauthorized item in carry-on bag. TSA supervisor had obtained a blade edged item from passenger and turned it over to police to investigate. Item booked into evidence for destruction.



# MONTEREY FIRE DEPARTMENT

## Report to Airport Board of Directors

December 2016

### 1. Incident Responses

Engine assigned to Fire Station 6 (Airport) responded to a total of 39 incidents during the month as follows (see attached for breakdown of types of incidents):

- MPAD property – 2
- City of Monterey – 30
- Auto / Mutual Aid – 7

For the 2016 calendar year the airport engine responded to a total of 317 incidents as follows:

- MPAD property – 50
- City of Monterey – 236
- Auto / Mutual Aid – 31

### 2. Training

Personnel completed a total of 73.0 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): 71
- Operational (qualified to work at Airport, but no live fire training): 31
- Technician (fully qualified to be the designated ARFF fire engineer): 13

### 3. Other

- Nine firefighter candidates will start a Recruit Academy on January 9, 2017.
- In a cooperative effort with the MPAD Police Department, we have cleaned up and reconstructed the training props that are located adjacent to the fire station. The new props will provide excellent training opportunities for both fire and police personnel, including joint exercises for both departments.

**Monterey Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {12/01/2016} And  
{12/31/2016} and Station = "6"**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>1 Fire</b>				
111 Building fire	1	2.56%	\$0	0.00%
	<b>1</b>	<b>2.56%</b>	<b>\$0</b>	<b>0.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
3111 Medical Call No Aid Given	1	2.56%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	18	46.15%	\$0	0.00%
322 Motor vehicle accident with injuries	2	5.13%	\$0	0.00%
331 Lock-in (if lock out , use 511 )	1	2.56%	\$0	0.00%
	<b>22</b>	<b>56.41%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
445 Arcing, shorted electrical equipment	1	2.56%	\$0	0.00%
451 Biological hazard, confirmed or suspected	2	5.13%	\$0	0.00%
462 Aircraft standby	1	2.56%	\$0	0.00%
	<b>4</b>	<b>10.26%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
553 Public service	4	10.26%	\$0	0.00%
	<b>4</b>	<b>10.26%</b>	<b>\$0</b>	<b>0.00%</b>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	4	10.26%	\$0	0.00%
622 No Incident found on arrival at dispatch address	3	7.69%	\$0	0.00%
	<b>7</b>	<b>17.95%</b>	<b>\$0</b>	<b>0.00%</b>
<b>7 False Alarm &amp; False Call</b>				
745 Alarm system activation, no fire - unintentional	1	2.56%	\$0	0.00%
	<b>1</b>	<b>2.56%</b>	<b>\$0</b>	<b>0.00%</b>

**Total Incident Count: 39**

**Total Est Loss:**

**\$0**

**TO:** Michael La Pier, Executive Director, Monterey Peninsula Airport District  
**FROM:** Tim Bergholz, Deputy Executive Director Finance and Administration  
**SUBJECT:** Financial Summary for November 2016 in Fiscal Year 2017

**BACKGROUND.** The Financial Summary for November 2016 (period five in Fiscal Year 2017) is summarized by the following documents:

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

**SUMMARY.** November 2016 combined airport operating revenues are \$5.7K (1%) higher than plan and 166.5K (5%) higher than plan FYTD.

OPERATING REVENUE							
November 2016 ACTUAL	November 2016 PLAN	VARIANCE		FYTD 2017 ACTUAL	FYTD 2017 PLAN	VARIANCE	
		\$	%			\$	%
\$ 701,931	\$ 696,195	\$ 5,736	1%	\$ 3,820,202	\$ 3,653,657	\$ 166,545	5%

November Commercial Aviation fees remain on plan (\$62.3K actual vs \$62.4K planned) with a 0.3% unfavorable fee variance, and a 3% unfavorable landing volume variance (321 actual vs 330 planned). Increased aircraft landing weights continue to benefit the District’s commercial revenues.

In November, there were thirteen (13) cancelled commercial flights, which is three (3) lower than October. November commercial flight cancellations came from American (6) and United (7). Even with cancellations, commercial flight aircraft size continued to improve commercial aeronautical fees to be on plan for November.

November 2016 general aviation operating revenues (\$148.1K) were 2.4% lower than plan (\$152.6K), and 16.2% lower than October actual revenues (\$173.5K). FYTD general aviation revenues are \$826.3K which is 2.4% or \$19.7K higher than plan. FYTD General Aviation fuel and landing fees continue to exceed plan but are offset by lower than budgeted light GA fees.

November combined TCP permits, taxi permits & TNC trip fees, terminal concessions, rental car and parking concessions (Concessions) were higher than plan (\$7.8K). A majority of the November Concession favorable variance comes from higher parking fees (\$2.2K), rental car (\$1.0K) and TNC (Uber) trip fees (\$4.6K). In October TNC (Uber) trip fees included a fiscal year operating permit fee of \$7.5K. The Executive Director received notice that Uber is refusing to pay the one-time \$7.5K licensing fee. A meeting has been scheduled to discuss and hopefully resolve the issue. FYTD Concessions are

above plan by \$67.1K. This favorable variance continues to be driven by rental car, parking and TNC fees.

OPERATING EXPENSE							
November 2016 ACTUAL	November 2016 PLAN	VARIANCE		FYTD 2017 ACTUAL	FYTD 2017 PLAN	VARIANCE	
		\$	%			\$	%
\$ 625,795	\$ 744,005	\$ 118,210	-16%	\$ 3,174,499	\$ 3,484,757	\$ 310,258	-9%

November operating expenses are lower than plan by \$118.2K (16%). \$105.0K of this favorable variance is directly attributed to the unchallenged reelection of three (3) district directors. In November, all cost centers combined had lower salary and wages (\$7.6K), employer taxes (\$2.1K), employee benefits (\$9.3K), personnel related expenses (\$100.1K includes \$105K BODs election savings), business related expenses (1.5K), expendable/consumable supplies & materials (\$3.6K) and repairs and maintenance (\$7.6K). In November outside services (-\$1.2K), professional services (-\$1.3K) and marketing (-\$10.6K) utilities (-\$0.5K) were higher than plan.

November FYTD operating expenses are \$310.3K (9.0%) lower than plan. This favorable variance is attributed to lower employee and related expenses (\$202.8K includes \$105K BODs election savings), business related expenses (\$9.8K), supplies and materials (\$15.1K), repairs and maintenance (\$70.9K), outside services (\$4.7K), professional services (\$0.2K), and utilities (\$37.1K). Some of these favorable expense variances are considered temporary and will reverse over the remaining periods in FY17.

As a result of on-plan operating revenues and lower operating expenses November operating income is \$76.1K which is \$123.9K or 260% higher than plan (-\$47.8K). FYTD operating income is \$645.7K which is \$476.8K or 282% higher than plan (\$168.9).

OPERATING INCOME / (LOSS)							
November 2016 ACTUAL	November 2016 PLAN	VARIANCE		FYTD 2017 ACTUAL	FYTD 2017 PLAN	VARIANCE	
		\$	%			\$	%
\$ 76,136	\$ (47,810)	\$ 123,946	-259%	\$ 645,703	\$ 168,900	\$ 476,803	282%

\* **Note-** The following charts below present a rolling 13 months of business activity.

**ACCOUNTS RECEIVABLE.** The accounts receivable balance on November 30, 2016, is \$403.0K. This balance is 2.6% lower than the October 31, 2016 balance and 8.4% higher than the balance on November 30, 2015.

Of the net accounts receivable balance, \$12.1K or 3% are over 60 days old. The over 60 days old primarily consists of one American Airlines lost Invoice (\$7.5K) and two disputed Allegiant Air invoices (\$5.4K) two Via Air invoices (\$2.1K), three FAA service invoices (\$2.4K) and other small invoices (\$2.8K). These old invoices are offset by a prepayment from Monterey Highway Self Storage (\$8.1K) and other small prepayments.

Chart 1 below depicts the accounts receivable balances by month for the 13 months from November 2015 to November 2016.

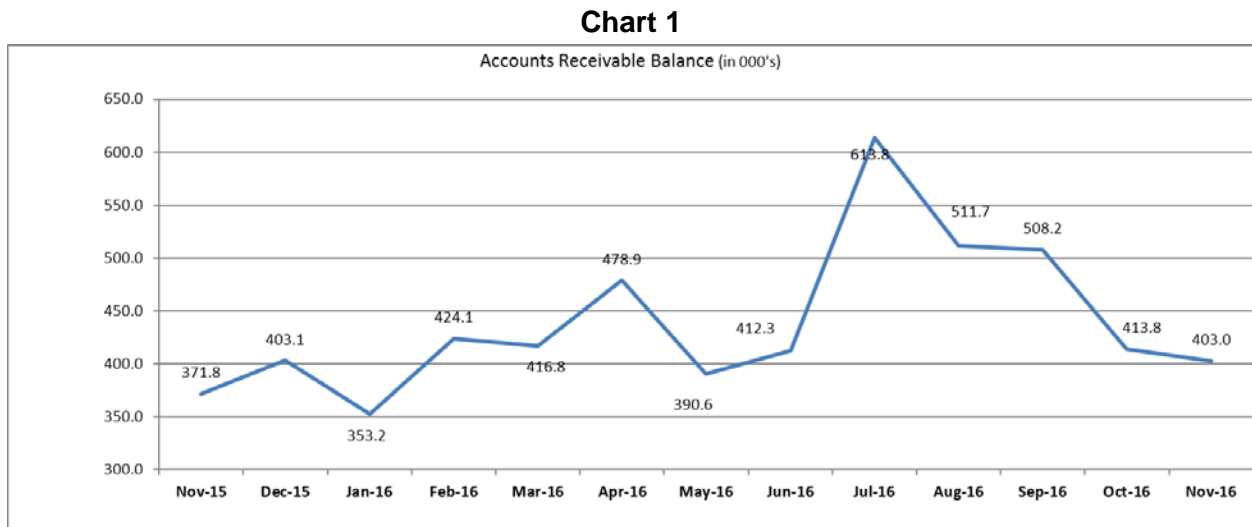
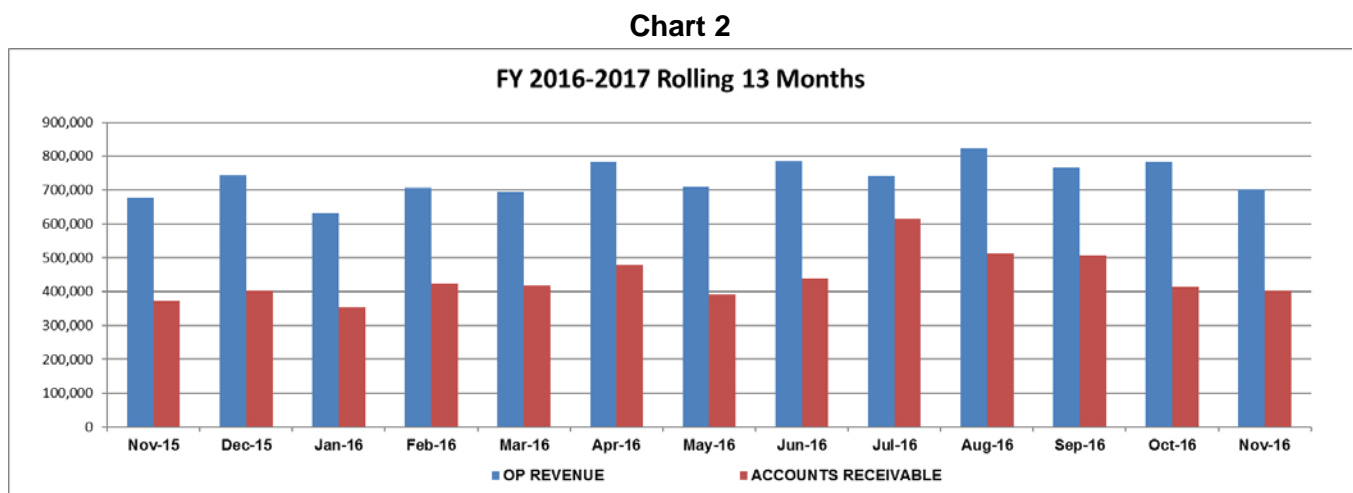


Chart 2 below graphically presents the monthly comparison of operating revenues to accounts receivable.

Typically, the balance of accounts receivable at month-end will align with operating revenues in that month, and be approximately 50% to 60% of revenues. In October 2016, accounts receivables are 52% of sales.



**UNRESTRICTED CASH AND INVESTMENTS.** The unrestricted cash and investments balance on November 30, 2016 is \$4.477M and the unrestricted cash and investments balance on October 31, 2016 was \$4.075M, an improvement of \$402.1K. This \$402.1K increase in unrestricted cash and investments resulted from moving excess operating funds into investments.

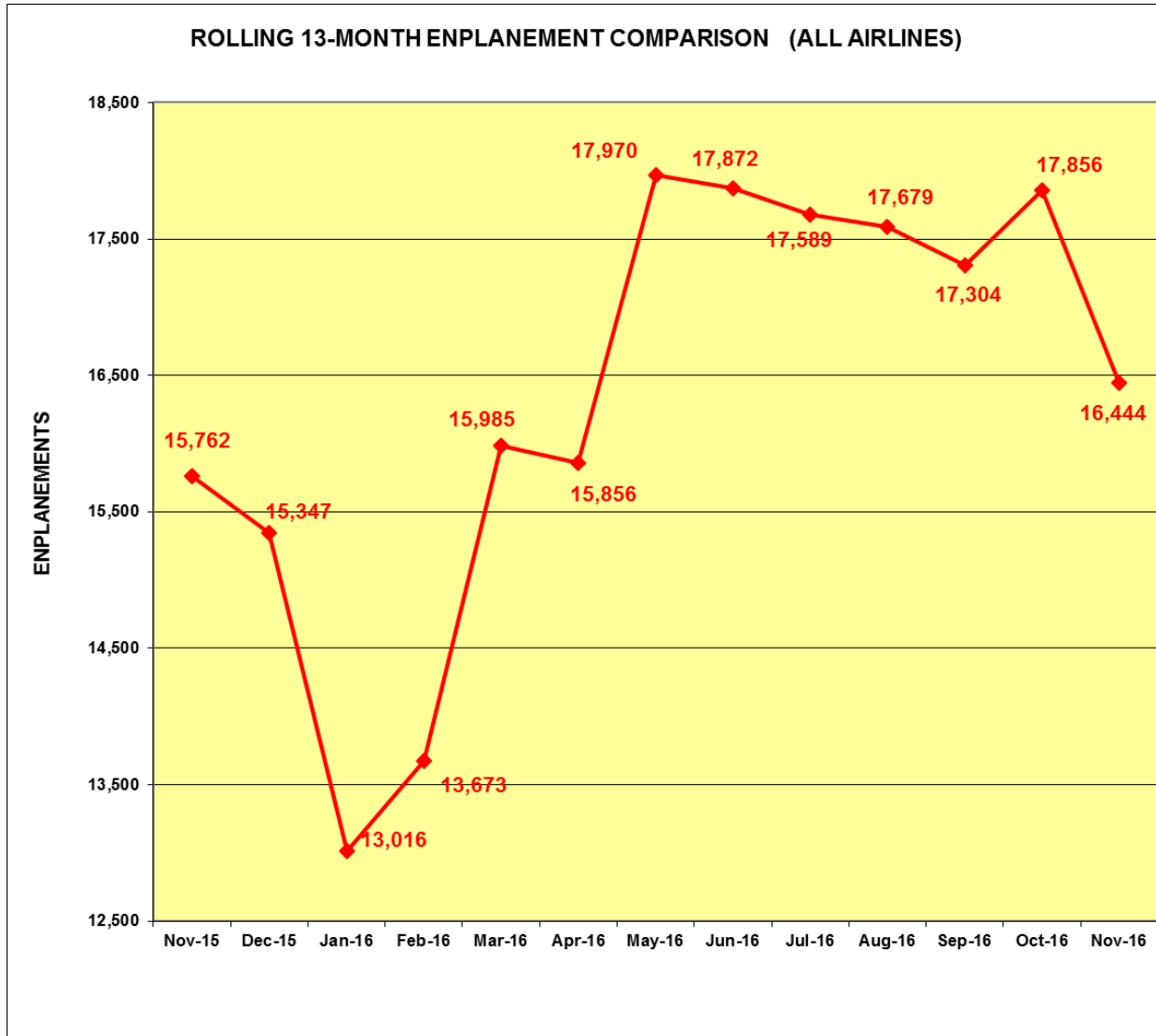
Chart 3 graphically presents the monthly balances of unrestricted cash and investments.

**Chart 3**

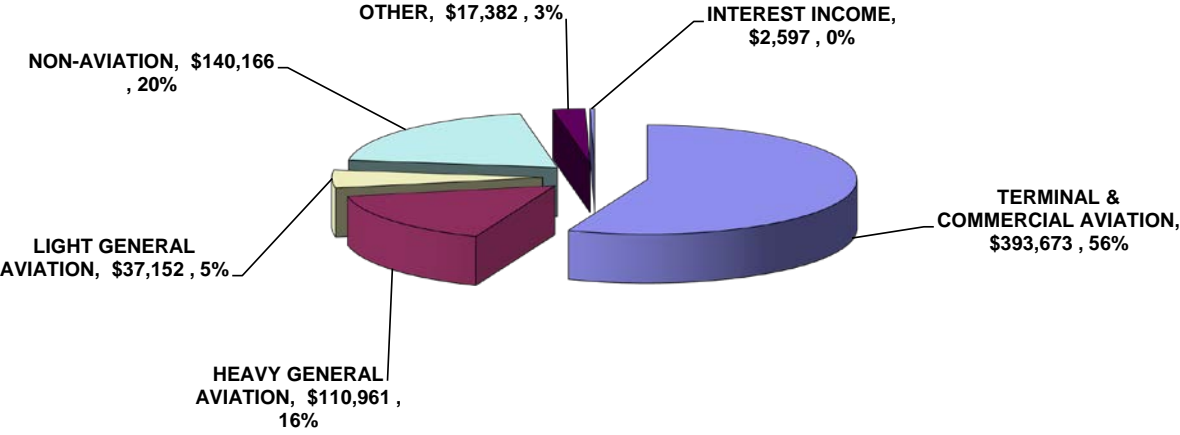


Chart 4 presents a rolling 13-month display of total enplanements, which mimics the business cycle of the District. When compared to October 2016, November 2016 enplanements decreased 7.8%. When comparing November 2016 to November 2015 enplanements increased 4.3%.

**Chart 4**

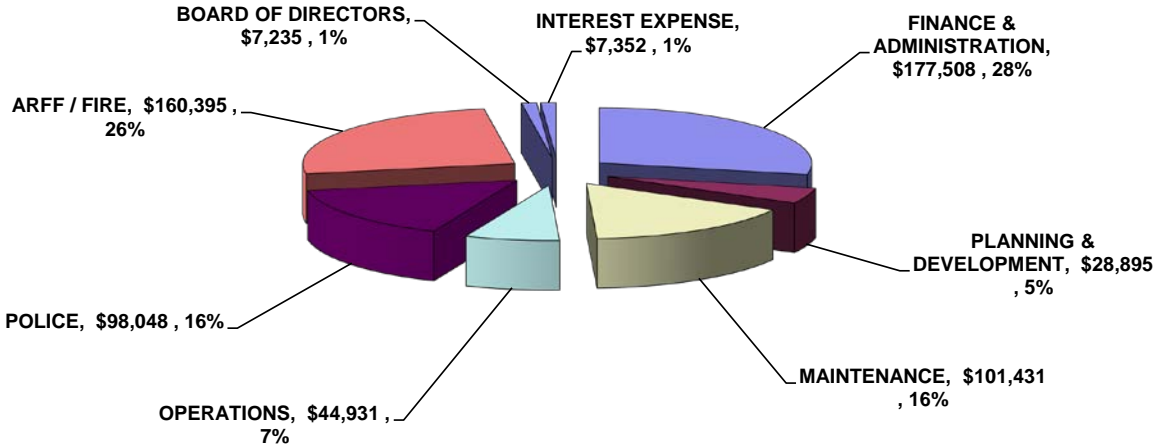


### NOVEMBER 2017 OPERATING REVENUE



TOTAL OPERATING REVENUE: \$701,931

### NOVEMBER 2017 OPERATING EXPENSE

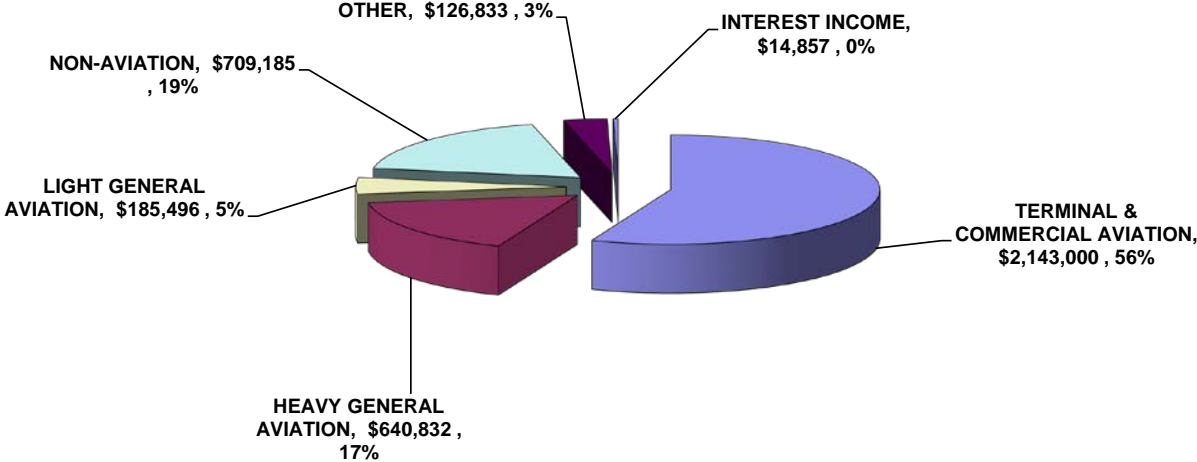


TOTAL OPERATING EXPENSE: \$625,795



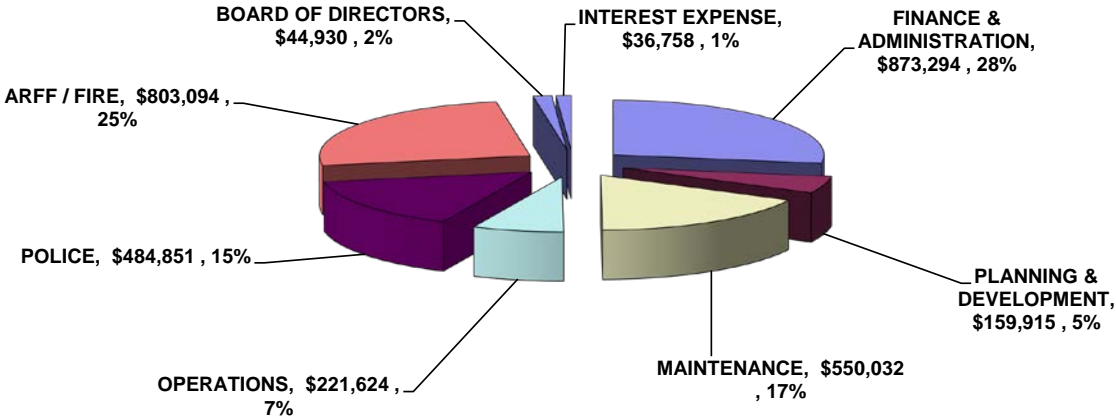
Monterey Peninsula Airport District

FY 2017 (July 16 - November 16) YTD OPERATING REVENUE



TOTAL OPERATING REVENUE: \$3,820,202

FY 2017 (July 16 - November 16) YTD OPERATING EXPENSE



TOTAL OPERATING EXPENSE: \$3,174,499

# AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

## October 31, 2016

OPERATING STATISTICS	November 16			November 15			YTD FY 17			YTD FY 16		
<b>AIRPORT ACTIVITY</b>												
Air Carrier Landings <sup>1</sup>	321	330	-3%	315	1,740	1,682	3%	1,643				
Passengers (emp/dep)	35,595			31,113	140,824			156,282				
Total Cargo (in pounds)	87,840			87,369	338,535			442,247				
<b>AIRCRAFT OPERATIONS</b>												
Commercial	1,141			1,225	6,537			6,478				
General Aviation	6,072			3,726	37,143			22,590				
Military	1,240			337	3,267			2,056				
<b>TOTAL AIRCRAFT OPERATIONS</b>	<b>8,453</b>			<b>5,288</b>	<b>46,947</b>			<b>31,124</b>				
<b>VEHICLE EXIT COUNT</b>												
Upper Short Term (1) Lot	1,900			2,058	10,774			10,635				
Long Term (2) Lot	2,138			2,107	10,551			10,456				
Lower Short Term (3) Lot	6,272			6,133	33,361			32,477				
<b>TOTAL VEHICLE EXIT COUNT</b>	<b>10,310</b>			<b>10,298</b>	<b>54,686</b>			<b>53,568</b>				

1 Cancelled Flights: October = 13 (0 - Alaska / 0 - Allegiant / 6 - American / 7 - United); FYTD = 107(10 - Alaska / 0 - Allegiant / 24 - American / 73 - United)

FINANCIAL INFORMATION	November 16			November 15			YTD FY 17			YTD FY 17			YTD FY 16		
Balance Sheet - August 31, 2016	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%
<b>OPERATING REVENUE</b>															
<b>TERMINAL</b>															
CA Landing, Apron & RON Fees	62,259	62,436	0%	56,017	331,750	318,816	4%	289,844							
Rents	142,551	140,797	1%	140,875	714,462	704,757	1%	706,487							
TCP Operator Permits	567	640	-11%	633	4,567	3,445	33%	3,927							
Taxi Operator Permits & Trip Fees	9,801	9,015	9%	9,106	53,746	61,546	-13%	65,823							
TNC Permits & Trip Fees	8,247	3,671	100%	3,588	46,386	15,662	100%	7,513							
Concessions	13,676	14,386	-5%	10,826	67,141	73,789	-9%	65,998							
Rental Car	81,460	80,465	1%	79,599	555,367	524,585	6%	517,525							
Parking	75,112	72,868	3%	67,151	369,581	350,695	5%	322,109							
<b>HEAVY GENERAL AVIATION</b>															
GA Landing Fees	26,401	30,069	-12%	30,069	176,758	172,578	2%	173,057							
FBO Rent	57,780	57,929	0%	56,252	288,900	289,645	0%	281,260							
Fuel Fees	26,780	26,492	1%	26,870	175,174	153,460	14%	156,329							
<b>LIGHT GENERAL AVIATION</b>															
	37,152	38,190	-3%	37,156	185,496	190,950	-3%	182,542							
<b>NON AVIATION</b>															
	140,166	137,972	2%	137,840	709,185	686,894	3%	686,930							
<b>OTHER OPERATING REVENUE</b>															
	17,382	18,200	-4%	20,012	126,833	91,675	38%	118,241							
<b>INTEREST INCOME</b>															
	2,597	3,065	-15%	2,832	14,857	15,160	-2%	14,364							
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 701,931</b>	<b>\$ 696,195</b>	<b>0.8%</b>	<b>\$ 678,826</b>	<b>\$ 3,820,202</b>	<b>\$ 3,653,657</b>	<b>5%</b>	<b>\$ 3,591,948</b>							
<b>OPERATING EXPENSE</b>															
Finance & Administration	177,508	152,934	16%	157,248	873,294	880,085	-1%	884,760							
Planning & Development	28,895	29,675	-3%	34,620	159,915	179,571	-11%	197,664							
Maintenance & Custodial Services	101,431	119,559	-15%	113,592	550,032	631,687	-13%	541,976							
Airport Operations	44,931	48,490	-7%	45,365	221,624	231,749	-4%	215,311							
Police Department	98,048	112,036	-12%	103,011	484,851	559,186	-13%	527,110							
ARFF /Fire Services	160,395	160,528	0%	145,711	803,094	809,489	-1%	728,367							
Board of Directors	7,235	113,431	-94%	7,320	44,930	156,231	-71%	47,387							
Interest Expense	7,352	7,352	0%	8,400	36,758	36,759	0%	42,002							
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 625,795</b>	<b>\$ 744,005</b>	<b>-16%</b>	<b>\$ 615,267</b>	<b>\$ 3,174,499</b>	<b>\$ 3,484,757</b>	<b>-9%</b>	<b>\$ 3,184,576</b>							
<b>OPERATING INCOME / (LOSS)</b>	<b>\$ 76,137</b>	<b>\$ (47,810)</b>	<b>-259%</b>	<b>\$ 63,559</b>	<b>\$ 645,704</b>	<b>\$ 168,900</b>	<b>282%</b>	<b>\$ 407,372</b>							
<b>DISTRICT CAPITAL EXPENDITURES</b>	<b>\$ (10,914)</b>	<b>\$ 30,939</b>	<b>-135.3%</b>	<b>\$ 10,771</b>	<b>\$ (658,125)</b>	<b>\$ (419,894)</b>	<b>56.7%</b>	<b>\$ (875,724)</b>							
<b>DEBT SERVICE - PRINCIPAL ONLY</b>	<b>\$ 25,000</b>			<b>\$ 22,667</b>	<b>\$ 125,000</b>			<b>\$ 113,333</b>							

**MONTEREY PENINSULA AIRPORT DISTRICT**  
**November 30, 2016**

	<u>FY 2017 CURRENT-PERIOD ACTUAL</u>	<u>FY 2017 YEAR-TO-DATE ACTUAL</u>
<b>SOURCES AND USES OF CASH -- OPERATIONS</b>		
<b>SOURCES OF CASH</b>		
CASH RECEIVED - OPERATING REVENUE	\$ 699,334	\$ 3,805,345
CASH RECEIVED - INTEREST INCOME	2,597	14,857
CASH RECEIVED	<u>\$ 701,931</u>	<u>\$ 3,820,202</u>
<b>USES OF CASH -- OPERATIONS</b>		
CASH DISBURSED - OPERATING EXPENSE <sup>1</sup>	\$ 618,378	\$ 3,137,415
CASH DISBURSED - DEBT SERVICE (BOND INTEREST EXPENSE) <sup>2</sup>	7,352	36,758
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) <sup>2</sup>	25,000	125,000
CASH DISBURSED	<u>\$ 650,730</u>	<u>\$ 3,299,174</u>
<b>CHANGE IN CASH POSITION FROM OPERATIONS &amp; DEBT SERVICE</b>	<u>\$ 51,202</u>	<u>\$ 521,029</u>
<b>USES OF CASH -- CAPITAL PROGRAM</b>		
CASH DISBURSED - DISTRICT CAPITAL PROJECTS <sup>3</sup>	\$ (10,914)	\$ (658,125)
CASH DISBURSED	<u>\$ (10,914)</u>	<u>\$ (658,125)</u>
<b>CHANGE IN CASH POSITION FROM CAPITAL PROGRAM</b>	<u>\$ 10,914</u>	<u>\$ 658,125</u>
<b>CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL &amp; DEBT SERVICE</b>	<u>\$ 62,116</u>	<u>\$ 1,179,154</u>

<sup>1</sup>Net of non-cash operating expense (OPEB)

<sup>2</sup>Moved to Restricted Account/Disbursement will occur in December 2015 & June 2016

<sup>3</sup>District-funded capital plan for FY16

**AGENDA ITEM: M**  
**DATE: January 11, 2017**

**TO:** Michael La Pier, Executive Director  
**FROM:** Chris Morello, Senior Planning Manager  
**DATE:** January 3, 2017  
**SUBJ:** Planning & Environmental Monthly Project Report

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Attached is the current monthly Project Report for the Planning Department. Highlights for December 2016 include:

- The draft Environmental Assessment (EA) for the Infields Rehabilitation Project is still under FAA review.
- The ALP that reflects the Safety Enhancement Project for Taxiway “A” Relocation and Associated Building Relocations (proposed project) at the Airport received FAA conditional approval on December 9, 2016. With this final Master Plan project activity completed, the Master Plan grant will now be closed.
- A Public Scoping Meeting was held on December 6, 2016 for the EA that is currently being prepared to consider the potential environment impacts of the proposed Airport Safety Enhancement Project for Taxiway “A” Relocation and Associated Building Relocations (proposed project) at the Airport. The scoping comment period closed on December 20, 2016.
- The ECAA loan application for the potential Solar Array Project has been submitted and is under review by the Energy Commission Team.

FUNDING			BUDGETING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Prior FY Budget	FY 2017 Budget	Post FY Budget	Total Project Budget	Spent in Prior Fiscal Years	FY 2017 Expenditures to Date	12/31/2016	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<b>ACTIVE FEDERALLY-FUNDED PROJECTS:</b>														
1	2012-01 and 2014-01	58, 61	10-15-C-00-MRY 11-17-C-00-MRY 13-18-C-00-MRY 14-19-C-00-MRY	\$50,669,961	\$2,330,039	\$0	\$53,000,000	\$50,669,961	\$1,672,844	\$52,342,805	100%	<b>RSA RUNWAY 10R/28L - CONSTRUCTION; Phase 1 and 2</b>	Project construction is complete. AIP 58 documentation for closeout has been submitted to the FAA.	On-going environmental mitigation will continue during the reporting period and thereafter.
2	2013-02	59	13-18-C-00-MRY	\$1,166,458	(\$71,478)	\$0	\$1,094,980	\$1,166,458	\$0	\$1,166,458	98%	<b>AIRPORT MASTER PLAN</b>	The Initial Study for CEQA compliance has been completed. Airport has filed a pre-application with the FAA for funding of a NEPA Environmental Assessment in FY 16.	ALP has been approved by the FAA.
3	2015-03	62	16-21-C-00-MRY	\$156,044	\$825,000	\$0	\$1,094,980	\$156,044	\$34,232	\$190,276	65%	<b>AIRPORT INFIELD SAFETY AREA REHABILITATION- Part A</b>	The NEPA Environmental Assessment (EA) is underway.	Initial administrative draft assessment is under FAA review.
4	2016-01	64	16-21-C-00-MRY	\$0	\$919,074	\$960,958	\$1,880,032	\$0	\$141,004	\$141,004	5%	<b>NEPA/PROPOSED SAFETY ENHANCEMENT PROJECTS</b>	BOD approved contract with Coffman Associates Inc., on 7/13/16. Grant agreement from the FAA for NEPA review was executed on 9/21/16. NTP was issued.	A Public Scoping Meeting was held on 12/6/16. Preliminary traffic/biological/engineering analysis and engineering has begun.
5	2016-01	64	N/A	\$0	\$346,505	\$285,299	\$631,804	\$0	\$75,520	\$75,520	5%	<b>CEQA PROPOSED MASTER PLAN AND SAFETY ENHANCEMENT PROJECTS</b>	BOD approved contract with Coffman Associates Inc., on 7/13/16. Grant agreement from the FAA for NEPA review was executed on 9/21/16. NTP was issued.	A schedule has been developed. Work towards the traffic/biological/engineering analysis for the CEQA documents is underway.
6	2017-05	63	16-21-C-00-MRY	\$0	\$276,431	\$0	\$276,431	\$0	\$272,898	\$272,898	100%	<b>ACQUIRE AIRPORT SWEEPER</b>	A contract was executed and an NTP issued to GCS on 7/13/16. The Airport took delivery of the Regenerative Airfield Sweeper on 10/25/16. Comprehensive training was conducted with appropriate staff on that date.	Paperwork has been submitted to the FAA for project closeout.

FUNDING			BUDGETING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Prior FY Budget	FY 2017 Budget	Post FY Budget	Total Project Budget	Spent in Prior Fiscal Years	FY 2017 Expenditures to Date	12/31/2016	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<b>OUTSIDE FUNDED PROJECTS:</b>														
7	N/A	N/A	N/A	\$106,636	\$8,725	\$0	\$115,361	\$106,636	\$0	\$106,636	n/a	<b>FWSS MITIGATION LAND RESTORATION</b>	Preparation and planting is complete at the on- and off-airport sites.	Monitoring will continue through FY 2017.
<b>ACTIVE DISTRICT-FUNDED PROJECTS:</b>														
8	2016-02	N/A	N/A	\$0	\$152,000	\$0	\$152,000	\$0	\$7,257	\$7,257		<b>EVALUATION AND INSTALLATION OF SOLAR ARRAY</b>	BOD approved Phase 1 contract with OpTerra for solar array evaluation and documentation on 7/13/16.	An update was be provided at the November board meeting. Financing, environmental and FAA document review continue.
9	2017-01	N/A	N/A	\$0	\$20,000	\$0	\$20,000	\$0	\$17,713	\$17,713	100%	<b>ACQUIRE MOWER</b>		Mower has been purchased.
10	2017-02	N/A	N/A	\$0	\$42,000	\$0	\$42,000	\$0	\$0			<b>ACQUIRE PAINT MACHINE</b>		
11	2017-03	N/A	N/A	\$0	\$30,000	\$0	\$30,000	\$0	\$32,294	\$32,294	100%	<b>INSIDE TERMINAL REFRESH</b>	Painting in the downstairs non-secure area of the terminal was completed in early September.	Lounge seating was delivered and installed on 10/24/16 for some sections in the non-secure area.
12	2017-04	N/A	N/A	\$0	\$80,000	\$0	\$80,000	\$0	\$0			<b>BAGGAGE BELT REPLACEMENT</b>		