



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

NOTICE IS HEREBY GIVEN
that the Regular Meeting of the Aviation Advisory Commission
will be held on:

Monday April 5, 2021 7:00 P.M.

DEPARTMENT OF AIRPORTS
ADMINISTRATION OFFICE
555 AIRPORT WAY, SUITE B
CAMARILLO, CA

IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE CALIFORNIA GOVERNOR'S EXECUTIVE ORDER AND THE COUNTY OF VENTURA PUBLIC HEALTH OFFICER'S LOCAL ORDER.

IN ORDER TO MINIMIZE THE SPREAD OF THE NOVEL CORONAVIRUS, THE ADMINISTRATION OFFICE WILL NOT BE OPEN TO THE PUBLIC. THE FOLLOWING PROVIDES INFORMATION ABOUT HOW TO OBSERVE AND/OR PARTICIPATE IN THE MEETING:

1. You may join the meeting via **Zoom**. See last page for detailed instructions about participating in the meeting via Zoom.
2. You may observe the meeting via the **Department of Airports YouTube channel**
https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber
3. Public Comment Options
 - a. **Email** – You may submit your comment, limited to 250 words or less, via email by 5:00 p.m. on Monday, April 5, 2021 to Airport Staff at AirportInfo@ventura.org. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 6.A.). When the Authorities reach your item of interest on the agenda, Airport Staff will read your comment during the time for public comments.
 - b. **Zoom** – You may provide verbal comments during the meeting. See last page for detailed instructions about participating in the meeting via Zoom.

AGENDA

1. **CALL to ORDER and PLEDGE of ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL of MINUTES – March 1, 2021**
4. **PUBLIC COMMENT PERIOD**
5. **UNFINISHED BUSINESS – None**
6. **NEW BUSINESS**

A. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, a Grant of Easement Agreement with Southern California Edison, for the Relocation of a Power Pole at the Camarillo Airport Business Park

Recommendations:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

1. Approve, and authorize the Director of Airports or his designee to sign, a Grant of Easement Agreement (Exhibit 1) with Southern California Edison for the relocation of an existing power pole and guy wire support on County property at the northwest corner of Willis Avenue and Airport Way, in the Camarillo Airport Business Park.
2. In accordance with Government Code section 25526.6, find that granting the easement to Southern California Edison is in the public interest and that the conveyance will not interfere with the County's use of the property.

B. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, a Memorandum of Agreement between the County of Ventura and the Federal Aviation Administration for the Operation of FAA Facilities at the Camarillo Airport

Recommendation:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

Approve, and authorize the Director of Airports or his designee to sign, a Memorandum of Agreement (Exhibit 1) between the County of Ventura (County) and the Federal Aviation Administration (FAA) for the operation of various FAA facilities at the Camarillo Airport which

include the Automated Surface Observing Systems (ASOS), the Centerfield Wind Instrument (CFW), and the Air Traffic Control Tower (ATCT), for a period of twenty years.

C. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the First Amendment to the Lease with RKR Incorporated, to Correct the Description of the Leased Premises

Recommendation:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

Approve, and authorize the Director of Airports or his designee to sign, the First Amendment to the lease with RKR Incorporated, to correct the description of the leased premises.

D. Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0179-038-2021, When Offered, in an Estimated Amount of \$24,179,468 Which Will Provide Funds for the Runway 7-25, Taxiway Connectors and Parallel Taxiway Pavement Reconstruction at Oxnard Airport; Authorization for the Director of Airports or Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements

Recommendations:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-038-2021, when offered, in an estimated amount of \$24,179,468 which will provide funds for the Runway 7-25, Taxiway Connectors and Parallel Taxiway Pavement Reconstruction at Oxnard Airport; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for a matching grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

E. Subject: Approval of the Five-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports or Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 2021 and 2022 Outlined in the CIP upon Notification from

**the Federal Aviation Administration and the California Department of
Transportation Aeronautics Program That Funds Are Available**

Recommendations:

Staff requests that your Commission/Authorities recommend that the Board of Supervisors (Board):

1. Approve the five-year capital improvement plan (CIP) for Camarillo and Oxnard Airports (Exhibit 1); and
2. Authorize the Director of Airports or his designee, to apply for grants to fund the projects scheduled for federal fiscal years (FFY) 2021 and 2022 outlined in the CIP upon notification from the Federal Aviation Administration (FAA) and the California Department of Transportation Aeronautics Program (Caltrans) that funds are available. ***These projects are subject to approval in the County budget process, as explained below.***

F. Subject: Appointment of One Member of the Aviation Advisory Commission to the Planning Advisory Committee for the Airport Master Plan Study

Recommendation:

Staff requests that your Commission appoint one member to the Planning Advisory Committee for the Airport Master Plan study.

G. Subject: Review of Fiscal Year 2021-22 Proposed Budget

Recommendation:

Staff requests that your Commission and Authorities review and comment on the Department of Airports proposed FY 2021-22 budget for Camarillo and Oxnard Airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

7. DIRECTOR'S REPORT

8. REPORTS

Monthly Activity Report – February 2021
Monthly Noise Complaints – February 2021
Consultant Reports – February 2021
Airport Tenant Project Status – March 2021
Project Status – March 2021
Meeting Calendar

9. CORRESPONDENCE – None

10. COMMISSION COMMENTS – Comments by Commission members on matters deemed appropriate.

11. ADJOURNMENT

The next regular Commission meeting will be on Monday, May 13, 2021 at 7:00 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, California.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT ANA CASTRO AT (805) 388-4211. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE DEPARTMENT OF AIRPORTS TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



Webinar Instructions

Public link to Zoom webinar:

<https://zoom.us/j/93246948437?pwd=RllvUWdsOUQwaGkzQzdqSzR2VFE4UT09>

Webinar ID: 932 4694 8437

Passcode: 002888

Phone Numbers: 1-669-900-6833

1-253-215-8782

Cell Phone or Computer with Audio (Microphone) Feature: Click on the link above and enter passcode. Enter your name so we may call on you when it is your turn to speak.

The Chairperson will ask if anyone wishes to speak to the item. At that time, raise your hand by clicking the Raise Hand button. Follow the instructions below regarding Speaking.

Computer without Audio (Microphone) Feature: Click on the link above and enter passcode. This will allow you to view and listen to the meeting. In order to speak, follow the instructions below for Telephone.

Telephone: If you do not have access to the internet, you can watch the live broadcast of the meeting on the City of Camarillo Local Government Channels – Spectrum Channel 10 and Frontier Channel 29, or via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to the meeting through your phone handset.

The Chairperson will ask if anyone wishes to speak to the item. At that time, raise your hand by dialing *9. Follow the instructions below regarding Speaking.

Speaking

When it is your turn to speak, the Chairperson will call your name or the last 4 digits of your phone number if you are calling from a phone, and you will have 3 minutes to speak. Please ensure that all background noise is muted (TV, radio, etc.). You will be prompted to unmute your microphone/phone. Unmute and begin speaking; start by stating your name.

The timer on the screen will count down your 3 minutes. The timer starts green indicating you have 3 minutes; when the time hits 1 minute remaining, the timer will change to yellow; when the 3 minutes have elapsed, the timer will turn red. At that time, your microphone will be muted and we will move onto the next speaker. If you called in on one of the phone lines listed above, you will not be able to see the timer. Instead, you will be prompted when the 3 minutes has begun; when the time hits 1 minute remaining; when the 3 minutes have elapsed.





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AVIATION ADVISORY COMMISSION

MINUTES

March 1, 2021

1. CALL to ORDER and PLEDGE of ALLEGIANCE

Chair, Robert Trimborn, called the meeting to order at 7:01 p.m. and led the pledge of allegiance.

2. ROLL CALL

PRESENT

Robert Trimborn
James Flickinger
Maggie Bird
Adriana Van der Graaf
Nanette Metz
Bobby Williams
Steve Weiss
Bruce Hamous

Excused (E)

Late (L)

AIRPORT STAFF

Kip Turner, Director
Dave Nafie, Deputy Director
John Feldhans, Operations Supervisor
Ana Castro, Management Assistant

COUNTY STAFF

Tom Temple, Assistant County Counsel

ABSENT

Gary Jacobs (E)

3a1

3. APPROVAL OF MINUTES – February 11, 2021

Steve Weiss moved to approve the February minutes and Adriana Van der Graaf seconded the motion. Bobby Williams and Bruce Hamous abstained. All other Commissioners voted in favor and the motion passed unanimously.

- 4. PUBLIC COMMENT** - Citizens wishing to speak to the Commission on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of **three** minutes per item.

Speaker cards for issues NOT on the agenda must be submitted before the end of the public comment period.

Speaker cards for issues listed on the agenda must be presented before the item is up for consideration. Speakers will be called when the item is presented.

Public comments heard.

5. UNFINISHED BUSINESS – None

6. NEW BUSINESS

- A. Subject: Approval of the Revised Form Hangar Lease Agreement for Privately Owned Hangars at the Camarillo and Oxnard Airports to Replace Month-to-Month Leases with Term Leases; Authorization for the Director of Airports or His Designee to Terminate All Existing Month-to-Month Hangar Lease Agreements for Privately Owned Hangars and to Sign the Revised Form Lease Agreement with Tenants of Existing Hangars.**

Recommendations:

Staff requests that your Commission/Authorities recommend that the Board of Supervisors:

1. Approve the revised form hangar lease agreement for privately owned hangars at the Camarillo and Oxnard Airports (Exhibit 3), to replace the current month-to-month leases with term leases; and
2. Authorize the Director of Airports or his designee to terminate all existing month-to-month lease agreements for privately owned hangars and to sign the revised form lease agreement in Exhibit 3 with tenants of existing privately owned hangars.

3a2

Director Kip Turner reported back on revisions to six sections of the private hangar lease agreement that was requested of staff. Director Turner shared that a revised draft of the proposed lease agreement was sent in a mass email on February 1, 2021 to all private hangar owners, Camarillo Oxnard Hangar Owners and Tenants Association (COHOTA) representatives, Aviation Advisory Commission members, Camarillo/Oxnard Airport Authority members, County leadership, and others that may have had an interest in the agreement. Staff hosted a virtual meeting on February 11, 2021 with all interested hangar owners to receive feedback and address questions and concerns relating to the agreement. Further edits were made to the agreement after staff received feedback from interested parties. The additional edits can be seen in Exhibit 2 of the meeting packet regarding this item. Mr. Turner reviewed key differences between the current lease and the proposed lease. Scott Barer, President of COHOTA, reviewed a PowerPoint presentation outlining COHOTA's objections to the proposed hangar lease agreement. Tom Temple, Assistant County Counsel, explained components of section 39 of the lease. A lengthy discussion took place regarding section 39 and the lack of a mediation clause in the agreement. Commissioners provided their feedback and recommendations to County staff.

Steve Weiss moved to approve staff's recommendations and James Flickinger seconded the motion. Discussion took place.

Steve Weiss amended his motion to delay action on this item for no more than 90 days, or no later than the June meeting of the Commission, to allow time for County staff to meet with COHOTA in good faith and attempt to finalize the proposed private hangar lease agreement. The proposed lease agreement is to be posted 30 days in advance of the Commission meeting and the Commission will render a final decision on the proposed lease agreement when it comes before them no later than the June meeting. Bruce Hamous seconded the motion. Yes: James Flickinger, Maggie Bird, Adriana Van der Graaf, Bobby Williams, Bruce Hamous, Steve Weiss. No: Robert Trimborn. Nanette Metz was absent for the vote. Motion passed 6-1.

7. DIRECTOR'S REPORT

Director Kip Turner shared that the Northeast Hangar Development project at Camarillo Airport is complete. Staff is working out a process to lease the hangars. Director Turner requested that Deputy Director Dave Nafie share information about the department's noise complaint process. Deputy Director Nafie provided information about the department's efforts to address noise complaints.

8. REPORTS

Monthly Activity Report – January 2021
Monthly Noise Complaints – January 2021
Consultant Reports – January 2021
Airport Tenant Project Status – February 2021
Project Status – February 2021
Financial Statements Period Ended – December 31, 2020
Financial Statements Second Quarter – FY 2020/2021
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE – None

10. COMMISSION COMMENTS

None.

11. ADJOURNMENT

There being no further business, the March 1, 2021 meeting of the Aviation Advisory Commission was adjourned at 9:35 p.m.

KIP TURNER, C.M.
Administrative Secretary



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Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
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April 5, 2021

Aviation Advisory Commission
Camarillo Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, a Grant of Easement Agreement with Southern California Edison, for the Relocation of a Power Pole at the Camarillo Airport Business Park

Recommendations:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

1. Approve, and authorize the Director of Airports or his designee to sign, a Grant of Easement Agreement (Exhibit 1) with Southern California Edison for the relocation of an existing power pole and guy wire support on County property at the northwest corner of Willis Avenue and Airport Way, in the Camarillo Airport Business Park.
2. In accordance with Government Code section 25526.6, find that granting the easement to Southern California Edison is in the public interest and that the conveyance will not interfere with the County's use of the property.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

Southern California Edison (SCE) has a "deteriorated pole program" which performs assessments to determine if its power poles are antiquated or deteriorated. During recent testing of electrical poles at the Camarillo Airport Business Park, SCE identified a pole currently located at the northwest corner of Willis Avenue and Airport Way as requiring replacement and stability guy wires. The work area required for this project is outside of the current easement area therefore SCE is requesting an additional easement area

6al

(Exhibit 1, Exhibits "A" and "B") to be granted by the County to SCE. The Department of Airports agrees to this work and additional easement.

Under Government Code section 25526.6, the Board is required to find that granting the Easement to SCE is in the public interest and will not substantially conflict or interfere with the County's use of the property. The Department of Airports has determined that the easement will not interfere with any County use of the property.

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4372.

A handwritten signature in black ink, appearing to read "Kip Turner". The signature is fluid and cursive, with a long horizontal stroke at the end.

KIP TURNER, C.M.
Director of Airports

Attachment:

Exhibit 1 – SCE Grant of Easement

6a2

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	SERVICE ORDER	SERIAL NO.	MAP SIZE
	Ventura	TD1654670		
SCE Company	FIM 30-31B	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 230-0-030-245	VEGETATION & LAND MANAGEMENT	SL/S/BT	10/30/2020

COUNTY OF VENTURA, a political entity, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement to construct, use, maintain, operate, alter, add to, repair, replace, inspect, relocate and/or remove at any time and from time to time stub poles, guywires, anchors, and other appurtenant fixtures and/or equipment made for anchorage purposes (hereinafter referred to as "Grantee's facilities"), in, on, over and across that certain real property in the County of Ventura, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantee shall have free access to Grantee's facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

EXHIBIT 1

6a3

EXECUTED this _____ day of _____, 20____.

GRANTOR

COUNTY OF VENTURA, a political entity

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

6a4

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

6a5

EXHIBIT "A"

A 4.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF SUBDIVISION 58 AND 61 OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, AS SHOWN ON MAP NO. 3, AS PER MAP RECORDED IN BOOK 3, PAGE 12 OF MISCELLANEOUS RECORDS (MAPS), SAID PORTION IS MORE PARTICULARLY DESCRIBED AS *PARCEL 1 OF PROPERTY "B"* IN THE DEED TO THE COUNTY OF VENTURA, RECORDED ON DECEMBER 21, 1977 AS DOCUMENT NO. 149069 IN BOOK 5019, PAGE 497 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, STATE OF CALIFORNIA, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID PARCEL 1, DESCRIBED AS "SOUTH 88°51'03" EAST 355.92 FEET" IN SAID DEED; THENCE ALONG SAID CERTAIN COURSE, NORTH 88°51'03" WEST 6.75 FEET; THENCE LEAVING SAID CERTAIN COURSE, NORTH 01°08'57" EAST 70.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 18°52'49" WEST 5.00 FEET TO A POINT OF ENDING.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.



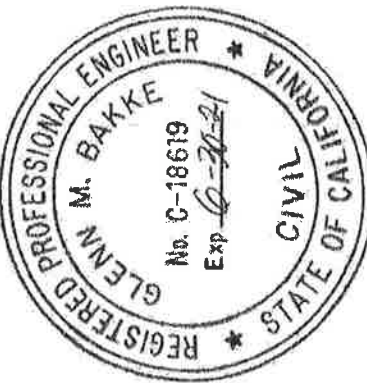
Prepared by me or under my supervision:

Dated: Nov. 11, 2020

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2021

EXHIBIT "B"

POR. SUBDIVISION 58 AND 61 OF
 THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, AS
 SHOWN ON MAP NO. 3 (M. R. 3/12)
 DESCRIBED AS PARCEL 1 OF PROPERTY "B"
 PER DEED REC. 12/21/1977 DOC. # 149069
 BK. 5019 PG. 497, O.R.
 VENTURA CO.



Dated Nov. 11, 2020

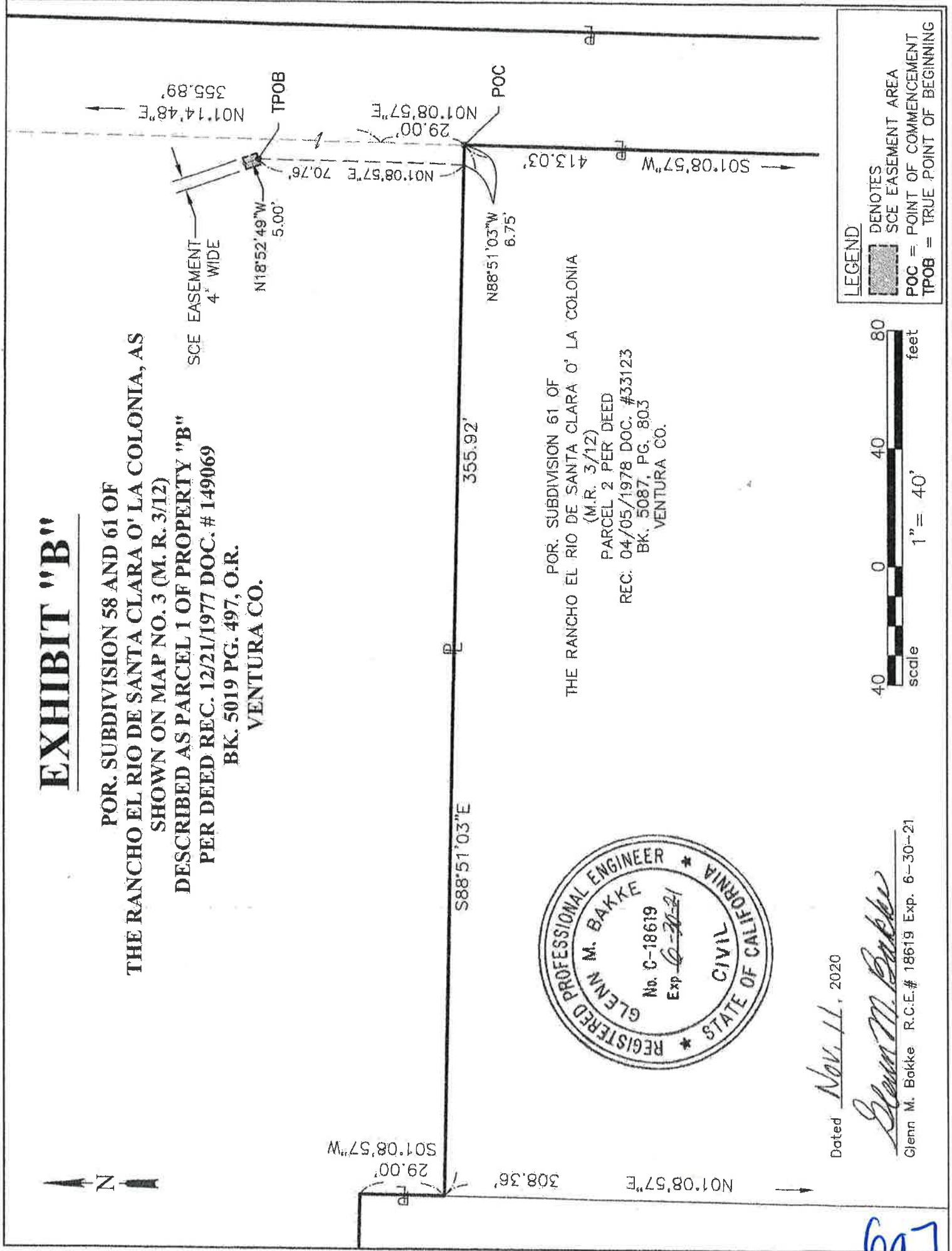
Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-21



LEGEND

-  DENOTES SCE EASEMENT AREA
-  POC = POINT OF COMMENCEMENT
-  TPOB = TRUE POINT OF BEGINNING

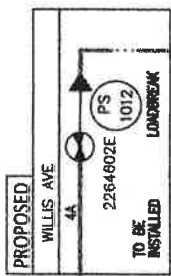
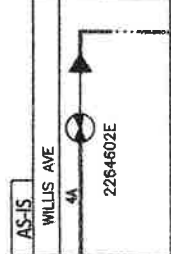


6a7

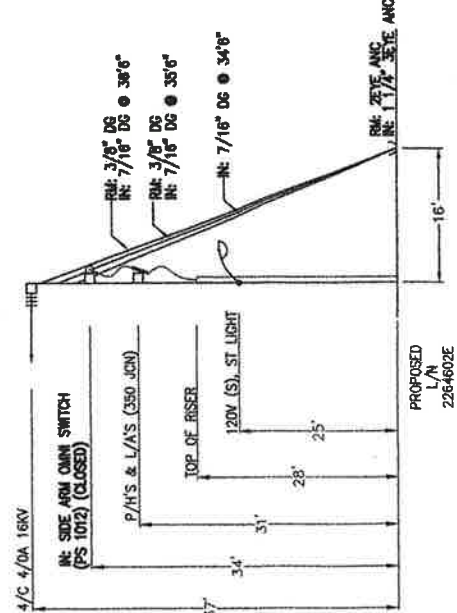
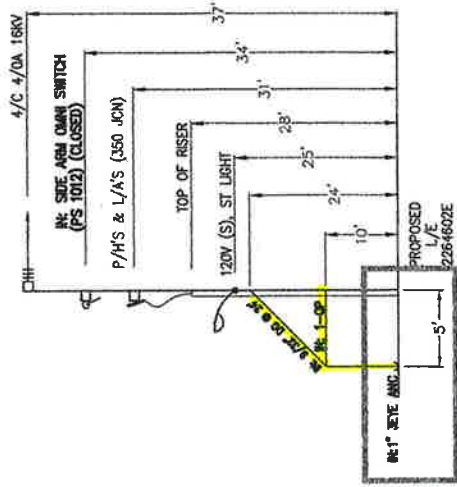
NOTE:
 - TREE TRIMMING REQ'D
 - SAME HOLE SET DUE TO PRIMARY RISER
 - TRUCK ACCESS
 - NEAREST ADDRESS: 515 AIRPORT WAY

CREW NOTE:
 - CREW TO RING CUT RISER TO 26' TO MAINTAIN PROPER CLEARANCES

TR: 4/C 4/OA 16KV
 TR: 1-#6AD M (S)
 TR: 1-100W ST LT
 TR: 2-3/8" DG
 TR: 1-PRI RISER



SINGLE LINE LEGEND
 CIRCUIT 1: ARNEILL 16KV o/o COLONIA SUB



GPS:
 LAT: 34° 12' 27.74"
 LONG: 119° 04' 35.32"
 ELEVATION: 78'
 SET SAME HOLE

POLE
 2264602E
 Class C4

- IN: 1- POLE 45' CLASS 4 WOOD FULL TREAT
- IN: 1- XA DRL HD DE COMP 10'
- IN: 1- SW OMAN HZ-SIDE DE 600A 12KV 3W
- SN:
- IN: 6- CONNECTOR, ELECTRICAL TYPE
- IN: 3- PH CS 16KV 3P 3-350
- IN: 1- SA POLY W/GND PRI-N 12K 3P
- IN: 4- INS POLY DE 16KV COLD SHOE 4/O ACSR
- IN: 1- XA SNGL TAN HD COMP 10' W/BKT
- IN: 4- INS POLY DE 16KV HOT SHOE #4 & 1/O ACSR
- IN: 1- SEC ROLLER (166-CLEVIS & SPOOL)
- IN: 1- CLEVIS, ELECTRICAL TYPE, THIMBLE DEADEND KIND
- IN: 1- RSR PRECUT UNISTRUT W/ HARDWARE NO PVC
- IN: 3- AG DOWN GUY 7/16" - 50' LESS THAN 22.5KV
- IN: 1- AG ANCHOR ROD 1" X 10' 3-EYE W/PLATE
- IN: 1- AG 24" CR PLT 1 1/4" X 10' ROD 3-EYE
- IN: 1- AG SIDEWALK GUY
- IN: 3- MISC AVIAN AR/REG/PH BUSHING COVER 6.25
- IN: 1- GR OH #6 SOL WP PRIMARY W/ROD

RM
 2264602E
 Class C4

- RM: 1- POLE 45' CLASS 4 WOOD FULL TREAT
- RM: 1- PH CS 16KV 3P 3-350
- RM: 1- XA DBLE VB 10' STEEL PIN D/A BRKT
- RM: 1- XA SNGL FB 10' WOOD PINS SECONDARY
- RM: 4- INS POLY DE 16KV COLD SHOE 4/O ACSR
- RM: 1- SEC ROLLER (166-CLEVIS & SPOOL)
- RM: 1- AG ANCHOR ROD 3/4" X 8' 2-EYE W/PLATE
- RM: 2- AG DOWN GUY 3/8" - 50' LESS THAN 22.5KV
- RM: 1- GR OH #6 SOL WP PRIMARY W/ROD



NOT TO SCALE

PROJECT REQUIREMENTS (Y/N)

EDISON EASEMENT REQUIRED	<input checked="" type="checkbox"/>
PMRD 88 REQUIRED	<input checked="" type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input checked="" type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
OUTAGE REQUIRED	<input checked="" type="checkbox"/>
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/>
PED. TRAFFIC CONTROL REQ'D	<input checked="" type="checkbox"/>
CONVEYANCE LETTER REQ'D	<input checked="" type="checkbox"/>
ENVIRONMENTAL CLEARANCE REQ'D	<input checked="" type="checkbox"/>
CSD 140 (TUM) REQ'D	<input checked="" type="checkbox"/>

OUTAGE DATE: _____ TIME: _____

DATE: 3/16/20 APPROVED BY: _____ CHECKED BY: _____ DRAWN BY: _____ PAK # _____

DISTRICT	39 - VENTURA	PROG. MGR.	TOLMASOFF, LAURA	WELLS	EDISON
PROJECT NO.	1919724	PHONE	714-796-9811	PHONE	909-628-1253
SERVICE REQUEST	28203965	PRODUCT-1	1654670-INFRA REPLAC - DET POLE REPLACEMENT	ASSOC DESGN	
CIRCUIT / VOLTAGE	ARNEILL 16KV	THOMAS GAGE	PRODUCT-2	ASSOC DESGN	
SUB / PG NO.	COLONIA SUB	CIRCUIT CODE	00760	ASSOC DESGN	
INVENTORY MAP	30-31B	J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION)	2264602E
					N/W COR/O WILLIS AVE & AIRPORT WAY
					CAMARILLO, CA
DATE	3/16/20	DATE		DESIGN/REVW NO.	1237289_0.01
TYPE		APPROVED BY		SHEET	1 OF 1

Southern California Edison Company

6a8



6a10



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

April 5, 2021

Aviation Advisory Commission
Camarillo Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, a Memorandum of Agreement between the County of Ventura and the Federal Aviation Administration for the Operation of FAA Facilities at the Camarillo Airport

Recommendation:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

Approve, and authorize the Director of Airports or his designee to sign, a Memorandum of Agreement (Exhibit 1) between the County of Ventura (County) and the Federal Aviation Administration (FAA) for the operation of various FAA facilities at the Camarillo Airport which include the Automated Surface Observing Systems (ASOS), the Centerfield Wind Instrument (CFW), and the Air Traffic Control Tower (ATCT), for a period of twenty years.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

The FAA provides various information from its facilities on the Camarillo Airport to aid aviation users. Previously each equipment facility (including the tower itself) was documented via separate lease agreements which were renewable from year to year for a maximum term of 20 years. The CFW maximum term ends September 30, 2021 and the ATCT and ASOS maximum term expired September 30, 2020. These leases contain a provision for the parties to holdover the lease following an expiration, which is the current situation pending the new agreement.

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The FAA requests that the Department of Airports (Department) now move to a Memorandum of Agreement (MOA) form of agreement in light of consolidation of the previously separate lease agreements, and the existing commitments contained in the Department's grant funding arrangements with the FAA. The new proposed term is for twenty years. Pursuant to the Department's federal grant assurances and consistent with the previous agreements, the FAA has requested a "no fee" agreement to continue operation of the various FAA facilities at the Camarillo Airport. Although the MOA does not require a fee/rent to be paid for use of the property, the benefit to the aviation users far exceeds the value of any potential land rent.

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4372.

A handwritten signature in black ink, appearing to read "Kip Turner". The signature is fluid and cursive, with a long horizontal stroke at the end.

KIP TURNER, C.M.
Director of Airports

Attachment:

Exhibit 1 – Memorandum of Agreement

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MEMORANDUM OF AGREEMENT (MOA)

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

COUNTY OF VENTURA

**MOA No. 690EG4-20-L-00090
(CMA) Camarillo Airport
Camarillo, CA**

SECTION 1 - OPENING

6.1.1-1 Preamble (JAN 2017)

This Agreement is made and entered into by the **County of Ventura**, hereinafter referred to as "County", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA" and "Government."

6.1.3-1 Witnesseth (JAN 2017)

Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication, and weather aids for the support of Air Traffic Operations; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Camarillo Airport.

Whereas, this agreement supersedes or succeeds Lease No. (ASOS) DTFA08-00-L-20365, Lease No. (CFWT) DTFA08-01-L-20825, and Lease No. (VOR/DME) DTFA08-03-L-22259 and all other previous agreements between the parties for the property described in this document.

Now, therefore, the parties mutually agree as follows:

EXHIBIT 1

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SECTION 2 - TERMS

6.2.1-1 Purpose (APR 2005)

It is understood and agreed that the FAA's use of the herein described premises, known as Camarillo Airport, shall be related to the FAA's activities in support of Air Traffic Operations.

6.2.5-4 Terms and Conditions (JAN 2019)

It is mutually understood and agreed that County requires FAA navigation aid facilities in order to conduct the County's business and that the FAA requires navigation, communication, and weather aid facilities at the Camarillo Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the FAA may construct, operate, and maintain FAA-owned navigation, communication, and weather aid facilities in areas on the Camarillo Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2020 and continuing through September 30, 2040. The FAA may terminate this agreement, in whole or part at any time by giving at least ninety (90) days' notice in writing. Said notice shall be sent by certified or registered mail.

A. FAA may also use a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication, and/or water lines to the premises; all rights-of-way to be over the area referred to as Camarillo Airport, to be routed as reasonably determined to be the most convenient to the FAA and as not to interfere with County operations. County shall have the right first to review, comment on, and approve plans covering access and utility rights-of-way under this paragraph.

B. FAA also has the right to grade, condition, and install drainage facilities, seed the soil of the premises, and remove all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. County shall have the right first to review, comment on and approve plans covering work permitted under this paragraph.

C. FAA also has the right to make alterations, attach fixtures, and erect additions, structures, or signs, in direct support of the Camarillo Airport. County shall have the right first to review, comment on and approve plans covering work permitted under this paragraph.

D. FAA also has the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Camarillo Airport.

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6.2.6-2 Consideration - No Cost (AUG 2002)

The Government shall pay County no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

6.2.9 FAA Facilities (APR 2005)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities".

SECTION 3 - GENERAL CLAUSES

3.2.5-1 RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation for the corporation's general benefit.

6.3.5 Title to Improvements (APR 2005)

Title to the improvements constructed for use by the FAA during the life of this Agreement shall be in the name of the FAA.

6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)

County agrees that any and all County-requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Camarillo Airport improvements or changes will be at the expense of County, except when requested in writing by FAA. In the event that the County-requested changes or improvements interfere with the technical and/or operational characteristics of the FAA's facility, County will immediately correct the interference issues at County's expense. Any FAA-requested relocation, replacement, or modification shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either County or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Agreement), the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Agreement,

including any holdover period. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of County. Any Notice of Abandonment will be conveyed by the FAA to the Airport in writing.

6.3.25 Quiet Enjoyment (OCT 1996)

County warrants that it has good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

6.3.28-2 Interference with FAA Operations (JAN 2017)

County agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Camarillo Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA, unless FAA has provided its consent in writing. The FAA and County agree that such action(s) would not be in the best interest of the Airport or the FAA.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

County warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Agreement is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Agreement. Based on a written demand received by the Real Estate Contracting Officer "RECO", the Government will review and, if acceptable, execute such instruments as County may reasonably request to evidence further the subordination of this

Agreement to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by County if such easement does not interfere with the full enjoyment of any right granted the Government under this Agreement.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Agreement so long as the Government is not in default under this Agreement. County will include in any future mortgage, deed of trust or other security instrument to which this Agreement becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. County warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of County under this Agreement, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Agreement had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Agreement, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)

If the Owner sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Owner or Owner's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

6.3.45-4 RE Contract Disputes (Agreement) (09/2020)

All contract disputes arising under or related to this Agreement will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby

incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A contractor may seek review of a final Government decision only after its administrative remedies have been exhausted. All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES

6.8.1 Hazardous Substance Contamination (JUL 2017)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's "facilities" covered by this Agreement. County agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. County also agrees to save and hold the U.S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

SECTION 9 – SECURITY

6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)

CLAUSE:

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications

equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at

any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

6.9.5-1 Covered Telecommunications Equipment or Services- Representations (01/2021)

PROVISION/CLAUSE:

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning per the clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”.

(b) *Procedures.* The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representations.*

- (1) The offeror represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

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- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision- If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

SECTION 10 - CLOSING

6.10.1-4 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the MOA number 690EG4-20-L-00090 and be addressed as follows:

TO THE AIRPORT OWNER:
County of Ventura
555 Airport Way
Camarillo, CA 93010-8544

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate & Utilities Branch
2200 S. 216th Street
Des Moines, WA 98198

6.10.3-4 MOA Signature Block (JUL 2017)

County and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

CAMARILLO AIRPORT

By: _____

Print Name: _____

Title: _____

Date: _____

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

By: _____

Print Name: _____

Title: Real Estate Contracting Officer

Date: _____

SECTION 11 - ATTACHMENTS EXHIBITS/SPECIAL STIPULATIONS

Attachment List/Exhibit List

Number	Title	Date	Number of Pages
1	MOA List of Facilities		1

Dated May 25, 2020

List of Facilities

MEMORANDUM OF AGREEMENT

690EG4-20-L-00090

CAMARILLO AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	CMA-ASOS		80007	EQUIPMENT HOUSED IN ATCT
2	CMA-DME			CO-LOCATED W/CMA-VOR; EQUIPMENT HOUSED IN CMA-NASEB
3	CMA-SWS			EQUIPMENT HOUSED IN ATCT
4	CMA-VOR		06541	CO-LOCATED W/CMA-DME; EQUIPMENT HOUSED IN CMA-NASEB

*Notation: For applicable restrictive easement, clear zone, and/or obstruction criteria for facilities listed above, see referenced FAA Order(s) listed below:

- FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems (ILS)
- FAA Order JO 6850.2C, Visual Guidance Lighting Systems
- FAA Order 6820.10, Siting Criteria for VOR, VOR/DME, and VORTAC
- FAA Order 6560.20B, Siting Criteria for AWOS/ASOS
- FAA Order 6310.6, Siting Handbook for Primary/Secondary Terminal Radar



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

April 5, 2021

Aviation Advisory Commission
Camarillo Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the First Amendment to the Lease with RKR Incorporated, to Correct the Description of the Leased Premises

Recommendation:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

Approve, and authorize the Director of Airports or his designee to sign, the First Amendment to the lease with RKR Incorporated, to correct the description of the leased premises.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

On September 25, 2018, the Board approved a lease with RKR Incorporated (RKR) for development of a parcel at the northeast end of the Camarillo Airport. RKR and the County signed the lease on January 20, 2021. The site has now been surveyed, and the parties wish to amend the lease to include a legal description and survey which more accurately describes the leased premises. The proposed First Amendment to the lease making this change is attached as Exhibit 1.

6cl

AAC/CAA
First Amendment to Lease
County of Ventura and RKR Incorporated
April 5, 2021
Page 2

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4372.

A handwritten signature in black ink, appearing to read "Kip Turner". The signature is fluid and cursive, with a long horizontal stroke at the end.

KIP TURNER, C.M.
Director of Airports

Attachment:

Exhibit 1 – First Amendment to Lease between County of Ventura and RKR Incorporated

602

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
FIRST AMENDMENT TO LEASE
RKR INCORPORATED**

1
2 This First Amendment (Amendment) is made and entered into by and between
3 County of Ventura (County), and RKR Incorporated (Tenant).
4

5 On January 20, 2021 County and Tenant entered into a 40-year lease with one
6 optional 10-year extension period (Lease) for certain property at the Camarillo Airport
7 (Premises), more particularly described in the Lease.
8

9 County and Tenant wish to amend the Lease to correct the description of the
10 Premises in Section 1 and Exhibit "A" of the Lease.
11

12 In consideration of the mutual promises herein contained and for good and
13 valuable consideration, the receipt and sufficiency of which are hereby acknowledged by
14 the parties, County and Tenant agree as follows:
15

- 16 1. County and Tenant hereby acknowledge and reaffirm all their respective rights,
17 duties, and obligations under the Lease, and the Lease continues in full force and
18 effect except as expressly modified by this Amendment. Should anything in this
19 Amendment conflict with anything in the Lease, the terms of this Amendment
20 control.
21
- 22 2. In Section 1 of the Lease, Property Leased, the second paragraph is deleted and
23 replaced, in its entirety, with the following paragraph:
24
25 "That portion of County's property located at the northeast end of the Airport
26 consisting of approximately 6.80 acres of an existing unimproved area, more
27 particularly described in Exhibit A-3 and labeled as "CLOUDNINE CAMARILLO
28 AIRPORT" on the attached Exhibit A-2. Exhibits A-2 and A-3 are incorporated
29 herein and made a part hereof by this reference.
30
- 31 3. Exhibits A-2 and A-3 are added as exhibits to the Lease.
32
- 33 4. This Amendment, together with the Lease, contains the entire agreement
34 between County and Tenant with respect to the matters stated in the Lease and
35 in this Amendment, and both parties acknowledge that neither relies upon any
36 statements or representations by the other not contained herein.
37

38 This Amendment may be modified only in a writing signed by both parties hereto.
39

40 IN WITNESS WHEREOF, the parties hereto have executed the Amendment on:
41

42
43 **COUNTY OF VENTURA**
44

45
46 Dated: _____
47 _____
48 Director of Airports

EXHIBIT 1

enant / County . 603

COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
FIRST AMENDMENT TO LEASE
RKR INCORPORATED

1
2
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RKR INCORPORATED

Dated: _____

"Tenant"

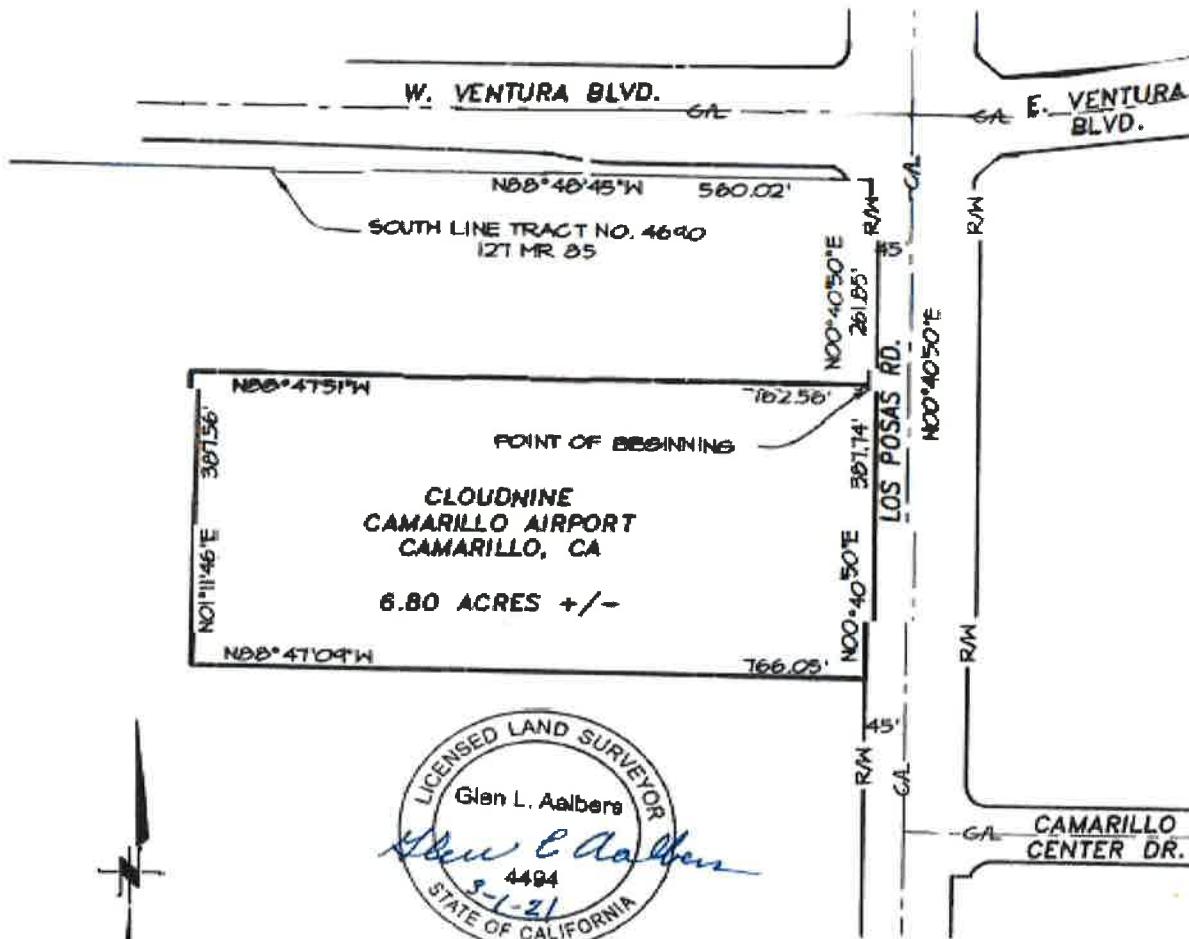
Dated: _____

"Tenant"

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
FIRST AMENDMENT TO LEASE
RKR INCORPORATED
EXHIBIT A-2**

CLOUDNINE LEASE AREA

BEING A PORTION OF SUBDIVISION 57, RANCHO EL RIO,
IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 3 MR 12, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



GRAPHIC SCALE
SCALE: 1"=200'



AALBERS & ASSOCIATES
2562 NO. OXNARD BLVD., STE. 201
OXNARD, CA 93056
OFF 805-604-3362, FAX 805-604-3363
EMAIL glen42@aalbers.com
JOB NUMBER - 08-18-02

PREPARED BY:
 4500 Park Granada, Suite 202
Calabasas, CA 91302
310-548-8157
Email: dax@daxconsultinginc.com

INITIALS: _____ / _____ : 605
Tenant / County

**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
FIRST AMENDMENT TO LEASE
RKR INCORPORATED
EXHIBIT A-3**

Cloudnine Camarillo Airport
Lease area

A portion of Parcel "C", Lot No. 2, Subdivision 57, and Parcels "B" and "C" Subdivision 61 of the Rancho El Rio de Santa Clara o' la Colonia in the City of Camarillo, County of Ventura, State of California as said parcels are designated and delineated on that certain map recorded in the office of the County Recorder of said County in Book 3 of Miscellaneous Records (Maps) at page 12, and more particularly described as follows:

BEGINNING at a point in the Westerly line of Las Posas Road as dedicated to the County of Ventura by Parcel A of an easement executed April 20, 1961 and recorded in Book 1995 Page 490 of Official Records of said County, said point being South 00°40' 50" West a distance of 261.85 feet from the Southerly line of Tract No. 4690 as per map recorded in Book 127 of Miscellaneous Records (Maps) at Page 85 in said office of the County Recorder of said County; thence continuing along said Westerly line of Los Posas Road,

1st South 00°40' 50" West 387.74 feet; thence leaving said Westerly line,

2nd North 88°47' 09" West 766.05 feet; thence,

3rd North 01°11' 46" East 387.56 feet; thence.

4th South 88°47' 51" East to the POINT OF BEGINNING

Containing 6.80 acres more or less.

Legal Description Prepared by:

Glen L. Aalbers 3-1-21

Glen L. Aalbers PLS 4494 Date





COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

April 5, 2021

Aviation Advisory Commission
Oxnard Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0179-038-2021, When Offered, in an Estimated Amount of \$24,179,468 Which Will Provide Funds for the Runway 7-25, Taxiway Connectors and Parallel Taxiway Pavement Reconstruction at Oxnard Airport; Authorization for the Director of Airports or Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements

Recommendations:

Staff requests that your Commission/Authority recommend that the Board of Supervisors (Board):

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-038-2021, when offered, in an estimated amount of \$24,179,468 which will provide funds for the Runway 7-25, Taxiway Connectors and Parallel Taxiway Pavement Reconstruction at Oxnard Airport; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for a matching grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

Fiscal/Mandates Impact:

Mandatory: No

Source of funding: *Federal Aviation Administration (90%)*
Caltrans (up to 4.5%)

Funding match required: *Airport Enterprise Fund (5.5%)*

Impact on other departments: *None*

6d1

<u>Summary of Revenue and Project Costs</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>
Revenue (Federal – FAA)	\$ 2,000,000*	\$ 22,179,468*
(State – Caltrans)	\$ 0*	\$ 150,000*
Direct Costs	<u>\$ 2,000,000</u>	<u>\$ 24,886,076</u>
Net Cost – Airport Enterprise Fund	<u>\$ 0</u>	<u>\$ 2,556,608</u>

**Estimated Total Grant Amount. Actual grant amount will be dependent upon FAA available funding for the different phases of work.*

Current Fiscal Year Budget Projection:

FY 2020-21 Budget Projection for Airports Capital Projects - Division 5040 - Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$17,411,916	\$24,512,961	\$8,511,654	\$16,001,307
Revenue	15,507,700	18,721,800	3,050,120	(15,671,680)
Net Cost	\$ 1,904,216	\$ 5,791,161	\$5,461,534	\$ 329,627

Sufficient revenue and appropriations are available in the FY 20-21 capital budget to cover the net costs.

Discussion:

The FAA Airport Improvement Program (AIP) and Caltrans provide grant funding to airports for certain airport improvements. The Department of Airports (DOA) works closely with regional representatives to develop a Five-Year Capital Improvement Plan (GIP), which identifies grant-eligible projects at the Oxnard Airport.

In anticipation of the FAA's deadline for grant award, the Board's meeting schedule, and the anticipated construction schedule, staff requests that the DOA be authorized to accept FAA and Caltrans grants when offered, in an approximate amount, for the project described below. The grant estimate is based upon the projected eligible total project costs and will be adjusted lower or higher to reflect "based on bid" construction costs and available FAA funding.

The project has been programmed by the FAA under the FAA's Airport Improvement Program. Caltrans will fund a matching grant for up to 5% of the federal funds through the California Department of Transportation matching grant program. Caltrans' match of federal funds equates to up to 4.5% of the total project cost. The balance of the project funding will be borne by the Airport Enterprise Fund.

The project is comprised of the following elements:

6d2

RUNWAY 7-25, TAXIWAY CONNECTORS, AND PARALLEL TAXIWAY PAVEMENT RECONSTRUCTION

BASE BID: Runway Improvements include paving, lighting, MALSF upgrades, signage, grading, storm-drainage, and marking.

BID ALTERNATE 1: Taxiway Connector Improvements include paving, lighting, signage, grading, storm-drainage, and marking.

BID ALTERNATE 2: Parallel Taxiway Improvements include paving, lighting, signage, grading, storm-drainage, and marking.

The grant funds for the work described in this letter are in line with the County of Ventura Strategic Plan, Focus Area 3, Strategic Goals 2 and 3 (Exhibit 1).

While the grant agreement for Grant No. 3-06-0179-038-2021 is not presently available, it is anticipated that the grant agreement will be similar to prior FAA grant agreements approved by the Board (2019 FAA Grant Agreement Example, Exhibit 2). These grant agreements require an executed Certificate of Sponsor's Attorney. Therefore, the Board is being asked to also authorize County Counsel to execute the Certificate of Sponsor's Attorney, certifying that the County has the authority to enter into the grant agreement and that the grant agreement constitutes a legal and binding obligation.

If you have any questions regarding this item, please call Erin Powers at 388-4205, or me at 388-4372.



KIP TURNER, C.M.
Director of Airports

Attachments:

Exhibit 1 – Location Map
Exhibit 2 – 2019 FAA Grant Agreement Example

6d3

LOCATION MAP



FY 2021 PROJECTS

- 1. RECONSTRUCT RUNWAY 7/25
- 2. RECONSTRUCT TAXIWAY CONNECTORS A, B, C, D, AND E
- 3. RECONSTRUCT TAXIWAY F



EXHIBIT 1



JVIATION
 A WOOLPERT COMPANY
 720 S Colorado Blvd • Suite 1200-S • Glendale, Colorado 80246
 Phone: 303.524.3030 • Fax: 303.524.3031
 • jviation.com •

OXNARD AIRPORT
 OXNARD, CA
 ACIP - FEDERAL FISCAL YEAR 2021
 DATE: MARCH 5, 2021
 SHEET 1 OF 6

6d4

[REDACTED]

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$318,195 airport development

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

[REDACTED]

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 7, 2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

[REDACTED]

SPECIAL CONDITIONS

25. **Pavement Maintenance Management Program**. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Typed Name)

Manager,

Los Angeles Airports District Office

(Title of FAA Official)

SAMPLE

[Redacted]

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this [Redacted]

County of Ventura

By: [Redacted]

Title: [Redacted]

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [Redacted], acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of CA. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at [Redacted] (location) this [Redacted] day of [Redacted]

By: [Redacted]

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

6d12

[REDACTED]

ASSURANCES
AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

[REDACTED]

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- [REDACTED]
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
 - t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
 - u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
 - v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
 - w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

[REDACTED]

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- [REDACTED]
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

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required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

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and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

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manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

[REDACTED]

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
- 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

████████████████████

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, 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 and airport concession 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."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- [REDACTED]
- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

[REDACTED]

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
- 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Expand Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

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NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design



NUMBER	TITLE
150/5395-1A	Seaplane Bases

SAMPLE

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THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

SAMPLE

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COUNTY of VENTURA
Department of Airports

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www.ventura.org/airports

April 5, 2021

Aviation Advisory Commission
Camarillo Airport Authority
Oxnard Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Approval of the Five-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports or Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 2021 and 2022 Outlined in the CIP upon Notification from the Federal Aviation Administration and the California Department of Transportation Aeronautics Program That Funds Are Available

Recommendations:

Staff requests that your Commission/Authorities recommend that the Board of Supervisors (Board):

1. Approve the five-year capital improvement plan (CIP) for Camarillo and Oxnard Airports (Exhibit 1); and
2. Authorize the Director of Airports or his designee, to apply for grants to fund the projects scheduled for federal fiscal years (FFY) 2021 and 2022 outlined in the CIP upon notification from the Federal Aviation Administration (FAA) and the California Department of Transportation Aeronautics Program (Caltrans) that funds are available. ***These projects are subject to approval in the County budget process, as explained below.***

Fiscal/Mandates Impact:

Mandatory: *No*

Source of funding: *Airport Enterprise Fund/FAA/Caltrans*

Funding match required: *10% of costs less any Caltrans funding (cash)*

Impact on other departments: *No general funds required*

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<u>Summary of Revenue and Project Costs</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>
Revenue (Federal – FAA)	\$ 25,643,326*	\$ 1,890,000*
(State – Caltrans)	\$ 167,719*	\$ 102,000*
Direct Costs	<u>\$ 28,492,584</u>	<u>\$ 2,100,000</u>
Net Cost – Airport Enterprise Fund	<u>\$ 2,681,539</u>	<u>\$ 108,000</u>

**Please note that it is anticipated the revenue from FAA and Caltrans will be paid out over several future fiscal years. Grant amounts are estimates based on funding formulas, but actual amount will be based on bids and available funds.*

Current Fiscal Year Budget Projection:

FY 2020-21 Budget Projection for Airports Capital Projects - Division 5040 - Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$17,411,916	\$24,512,961	\$8,511,654	\$16,001,307
Revenue	15,507,700	18,721,800	3,050,120	(15,671,680)
Net Cost	\$ 1,904,216	\$ 5,791,161	\$5,461,534	\$ 329,627

Sufficient revenue and appropriations are available in the FY 20-21 capital budget to cover the net costs.

Discussion:

In order to coordinate the funding of capital improvements throughout the nation's aviation system, the FAA and Caltrans require that airport sponsors maintain a five-year Airport Capital Improvement Plan. The County of Ventura (County) also requires that a CIP be maintained and revised annually. The Department of Airports (DOA) reviews, revises, and submits the CIP for the Board's review and recommendation on an annual basis. The current CIP for both Camarillo and Oxnard Airports, updated to meet FAA, Caltrans' matching grant program, and County requirements, is attached as Exhibit 1.

The CIP projects included in this letter are in line with the County of Ventura Strategic Plan Focus Area 3, Strategic Goals 2 and 3. The projects on the CIP are listed in the order of highest priority. There is no guarantee that any project will receive grants or local funding approval in the year requested, because the FAA and Caltrans prioritize the projects on a state and national basis, depending on congressional allocations of aviation funds.

Airport pavement management plans maintained by the DOA have identified several high priority pavement reconstruction projects which are due or overdue. The CIP includes environmental studies and design to support those reconstruction projects, as

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well as other priority projects such as noise study updates, pavement strengthening, apron reconstruction/rehabilitation and terminal rehabilitation.

Most recently, the FAA has indicated funding may be available for an Environmental Study in 2021 for the planned reconstruction of the runway and taxiways at Camarillo Airport and for reconstruction of runway and taxiway pavements at Oxnard Airport in 2021.

Under the current grant process, the FAA and Caltrans contact the DOA to solicit grant applications only when funds become available. Often, DOA's turnaround time is critical in obtaining available funds. The Board's approval of the CIP and authorizing the Director of Airports, or his designee, to apply for the FAA and Caltrans grants when they become available in federal fiscal years¹ 2021 and 2022 benefit the DOA significantly by: (1) reducing the DOA's administrative process, and (2) expediting the DOA's turnaround time to apply for, and obtain, federal and state funds.

The CIP includes only those airport projects eligible for federal and state grants. These projects are subject to approval in the County budget process. They are also subject to CEQA (California Environmental Quality Act) review, which will be performed on a per-project basis, upon grant and budget approval. Other airport capital projects determined to be ineligible for funding by other government agencies will be financed by the Airport Enterprise Fund and included in the annual DOA budget submittal for the Board's review and approval.

If you have any questions regarding this item, please call Erin Powers at 388-4205, or me at 388-4372.



KIP TURNER, C.M.
Director of Airports

Attachment:

Exhibit 1 – Five-Year Capital Improvement Plan for Camarillo and Oxnard Airports

¹ The federal fiscal year runs each year from October 1 through September 30, which is later than the County's fiscal year.

AIRPORT CAPITAL IMPROVEMENT PLAN												
1. Airport:												
CAMARILLO AIRPORT												
5. Project Description (by funding yr. in priority order)	On ALP? Y/N	Environmental Type	NPR Code (APCT)	NPR Rating	Pavement Condition Index (PCI)**	Federal Funds	State Funds	Local Funds	3. NPIAS No. 06-0339 Total \$	FAA Entitlements		
										Description	Amount	
Federal Fiscal Year 2021 1. EA for 2025 RWY/TWY Reconstruction with 25% Conceptual Design	N/A	N/A	A, EN, P, LES	69	N/A	\$ 354,375	\$ 17,719	\$ 21,656	\$ 393,750	Available \$ 150,000 Used \$ 150,000	Remaining \$ -	
						TOTAL \$ 354,375	\$ 17,719	\$ 21,656	\$ 393,750			
Federal Fiscal Year 2022 1. Part 150 Noise Exposure Map Update with Expanded Public Outreach and Noise Measurements (Combined for CMA & OXR)	N/A	N/A	N/A	N/A	N/A	\$ 540,000	\$ 27,000	\$ 35,000	\$ 600,000	Available \$ 150,000 Used \$ 150,000	Remaining \$ -	
						TOTAL \$ 540,000	\$ 27,000	\$ 35,000	\$ 600,000			
Federal Fiscal Year 2023 1. Final Design Grant for 2025 RWY/TWY Reconstruction	N/A	N/A	N/A	N/A	N/A	\$ 3,660,436	\$ 183,022	\$ 223,693	\$ 4,067,151	Available \$ 150,000 Used \$ 150,000	Remaining \$ -	
						TOTAL \$ 3,660,436	\$ 183,022	\$ 223,693	\$ 4,067,151			
Federal Fiscal Year 2024 1. No Project: Roll over entitlements	N/A	N/A	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	Available \$ 150,000 Used \$ 150,000	Remaining \$ -	
						TOTAL \$ -	\$ -	\$ -	\$ -			
Federal Fiscal Year 2025 1. Runway 8-26 Reconstruction 2. Taxiway Connector Reconstruction	Y Y	EA/MND EA/MND	A, RC, RW, IM A, RC, TW, IM	83 78	70-85 70-85	\$ 33,850,359 \$ 2,754,000	\$ 1,692,518 \$ 137,700	\$ 2,068,633 \$ 168,300	\$ 37,611,510 \$ 3,080,000	Available \$ 300,000 Used \$ 300,000	Remaining \$ -	
						TOTAL \$ 36,604,359	\$ 1,830,218	\$ 2,236,933	\$ 40,671,510			
Federal Fiscal Year 2026 1. Design Grant for Rehabilitate Central Apron 2. Design Grant for PCC Rehabilitation Taxiways F, G1, Key Hangar Area and Main Apron 3. Design Grant for Rehabilitate Taxiways G, G2 & G3 & NE Taxiway 4. Design Grant for Rehabilitate East & West Aprons	Y Y Y Y	CatEx CatEx CatEx CatEx	A, RE, AP, IM A, RE, TW, IM A, RE, TW, IM A, RE, AP, IM	71 78 78 71	70-85 10-70 85-100 85-100	\$ 33,323 \$ 355,541 \$ 317,493 \$ 220,320	\$ 1,666 \$ 17,777 \$ 15,875 \$ 11,016	\$ 2,036 \$ 21,728 \$ 19,402 \$ 13,464	\$ 37,026 \$ 395,046 \$ 352,770 \$ 244,800	Available \$ 150,000 Used \$ 33,323	Remaining \$ -	
						TOTAL \$ 926,678	\$ 46,334	\$ 56,630	\$ 1,029,642			

* Anticipate a 'No Project Year' based on discussions with FAA regarding funding availability and several high dollar future projects. If funding becomes available, DOA wishes to request funding for projects which are due or overdue for maintenance per the PMMP but were unable to be funded.

** PCI values are based on a visual condition survey performed on February 11, 2015 for the PMMP.

3/7/2021

AWP ACIP DATA SHEET

Airport Name		CAMARILLO AIRPORT		Fiscal Year 2021			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
N/A	E	1, EA for 2025 RWY/TWY Reconstruction with 25% Conceptual Design	\$354,375	\$17,719	\$21,656	\$393,750	
		Total	\$354,375	\$17,719	\$21,656	\$393,750	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
1, EA for 2025 RWY/TWY Reconstruction with 25% Conceptual Design							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
N/A							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
N/A							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land. Exhibit A, Property Map				Conditionally Approved, June 2011			
Open AIP Funded Projects				Expected Close-out Date			
Northeast Hangar Development, Phase 1 (AIP No. 3-06-0339-036-2017)				June 2021			
Taxiway H (AIP No. 3-06-0339-037-2019)				December 2021			
Master System Plan (AIP No. 3-06-0339-038-2020)				June 2022			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

6e5

AWP ACIP DATA SHEET

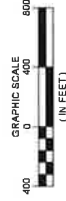
Airport Name		CAMARILLO AIRPORT		Fiscal Year 2022			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
N/A	P	1. Part 150 Noise Exposure Map Update with Expanded Public Outreach and Noise Measurements (combined for CMA & OXR)	\$540,000	\$27,000	\$33,000	\$600,000	
		Total	\$540,000	\$27,000	\$33,000	\$600,000	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
1. Part 150 Noise Exposure Map Update with Expanded Public Outreach and Noise Measurements (combined for CMA & OXR)							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
N/A							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
N/A							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land. Exhibit A, Property Map				Conditionally Approved, June 2011			
Open AIP Funded Projects				Expected Close-out Date			
Northeast Hangar Development, Phase 1 (AIP No. 3-06-0339-036-2017)				June 2021			
Taxiway H (AIP No. 3-06-0339-037-2019)				December 2021			
Master System Plan (AIP No. 3-06-0339-038-2020)				June 2022			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature		Date		Contact Phone (Print or Type)			

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FY 2022 PROJECTS

1. PART 150 NOISE EXPOSURE MAP UPDATE WITH EXPANDED PUBLIC OUTREACH AND NOISE MEASUREMENTS (COMBINED FOR CMA & OXR) (NOT SHOWN)



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AWP ACIP DATA SHEET

Airport Name		CAMARILLO AIRPORT		Fiscal Year 2023			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
YES	D	1. Final Design Grant for 2025 RWY/TWY Reconstruction	\$3,660,436	\$183,022	\$223,693	\$4,067,151	
		Total	\$3,660,436	\$183,022	\$223,693	\$4,067,151	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
1. Final Design Grant for 2025 RWY/TWY Reconstruction							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
N/A							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
N/A							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land. Exhibit A, Property Map				Conditionally Approved, June 2011			
Open AIP Funded Projects				Expected Close-out Date			
Northeast Hangar Development, Phase 1 (AIP No. 3-06-0339-036-2017)				June 2021			
Taxiway H (AIP No. 3-06-0339-037-2019)				December 2021			
Master System Plan (AIP No. 3-06-0339-038-2020)				June 2022			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date		Contact Phone (Print or Type)	

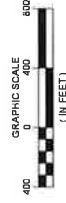
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FY 2023 PROJECTS



1. FINAL DESIGN GRANT FOR RUNWAY 8/26 AND TAXIWAY RECONSTRUCTION



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AWP ACIP DATA SHEET

Airport Name		CAMARILLO AIRPORT		Fiscal Year 2024			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
No	N/A	1. No Project: Roll over entitlements	\$0	\$0	\$0	\$0	
		Total	\$0	\$0	\$0	\$0	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
1. No Project: Roll over entitlements							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land. Exhibit A, Property Map				Conditionally Approved, June 2011			
Open AIP Funded Projects				Expected Close-out Date			
Northeast Hangar Development, Phase 1 (AIP No. 3-06-0339-036-2017)				June 2021			
Taxiway H (AIP No. 3-06-0339-037-2019)				December 2021			
Master System Plan (AIP No. 3-06-0339-038-2020)				June 2022			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

6ell



FY 2024 PROJECTS

1. NO PROJECT: ROLL OVER ENTITLEMENTS



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Department of Airports

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AWP ACIP DATA SHEET

Airport Name		CAMARILLO AIRPORT		Fiscal Year 2025			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
YES	D	1. Runway 8-26 Reconstruction	\$33,850,359	\$1,692,518	\$2,068,633	\$37,611,510	
YES	D	2. Taxiway Connector Reconstruction	\$2,754,000	\$137,700	\$168,300	\$3,060,000	
		Total	\$36,604,359	\$1,830,218	\$2,236,933	\$40,671,510	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
<p>1. Runway 8-26 Reconstruction Runway 8-26 was constructed in several sections, dating back to 1942. Other than seal coats, no rehabilitation has been performed since the runway was overlaid in 1998. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the runway was found to be in Satisfactory condition (PCI of 70-85). However, this was shortly after a slurry seal had been applied in 2014. Based on a geotechnical analysis, non-destructive testing, and PCN evaluation performed in 2017, it was determined the runway is structurally insufficient, and a reconstruction is recommended. The reconstruction (for full 150-foot wide runway) consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, runway grooving, pavement marking, drainage improvements for MS4 compliance, and electrical improvements.</p> <p>2. Taxiway Connector Reconstruction The taxiway connectors were constructed in various phases, dating back to 1951. Other than seal coats and isolated repairs, no rehabilitation has been performed on the taxiways since the 1990s. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the taxiways were found to be in Satisfactory condition (PCI of 70-85). Like the runway, this was shortly after a slurry seal had been applied in 2014. The PCN evaluation performed in 2017 has indicated that a majority of the taxiways are structurally insufficient, and a reconstruction is recommended. The reconstruction consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, pavement marking, drainage improvements for MS4 compliance, and electrical improvements.</p>							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
1 & 2. Design will be completed during the 2023 Federal Fiscal Year. Bids are anticipated to be received by May 2025 with construction commencing in 2025 as well. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
1 & 2. EA planned in 2021							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land. Exhibit A, Property Map				Conditionally Approved, June 2011			
Open AIP Funded Projects				Expected Close-out Date			
Northeast Hangar Development, Phase 1 (AIP No. 3-06-0339-036-2017)				June 2021			
Taxiway H (AIP No. 3-06-0339-037-2019)				December 2021			
Master System Plan (AIP No. 3-06-0339-038-2020)				June 2022			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

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FY 2025 PROJECTS

- 1. RUNWAY 8/26 RECONSTRUCTION
- 2. TAXIWAY CONNECTOR RECONSTRUCTION



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1: 10/20/2017 10:02 AM by [Name] [Title]

AWP ACIP DATA SHEET

Airport Name		CAMARILLO AIRPORT		Fiscal Year 2026			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
YES	D	1. Design Grant for Rehabilitate Central Apron	\$33,323	\$1,666	\$2,036	\$37,026	
YES	D	2. Design Grant for PCC Rehabilitation Taxiways F, G1, Key Hangar Area and Main Apron	\$355,541	\$17,777	\$21,728	\$395,046	
YES	D	3. Design Grant for Rehabilitate Taxiways G, G2 & G3 & NE Taxi lane	\$317,493	\$15,875	\$19,402	\$352,770	
YES	D	4. Design Grant for Rehabilitate East & West Aprons	\$220,320	\$11,016	\$13,464	\$244,800	
		Total	\$926,678	\$46,334	\$56,630	\$1,029,642	
* D - Development, P - Planning, E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
<p>1. Design Grant for Rehabilitate Central Apron Work is anticipated to include crack repair, seal coat application and new pavement markings (18,000 SY)</p> <p>2. Design Grant for PCC Rehabilitation Taxiways F, G1, Key Hangar Area and Main Apron Work is anticipated to include crack repair, resealing of joints, spall repair and select panel replacement. (160,000 SY)</p> <p>3. Design Grant for Rehabilitate Taxiways G, G2 & G3 & NE Taxi lane Work is anticipated to include crack repair, seal coat application, and re-application of pavement markings. (22,720 SY)</p> <p>4. Design Grant for Rehabilitate East & West Aprons Work is anticipated to include crack repair, seal coat application, and re-application of pavement markings. (23,580 SY)</p>							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
1, 2, 3, 4. Design will be completed prior to the upcoming grant cycle. Bids are anticipated to be received by May 2026. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
1, 2, 3, 4. CatEx anticipated to be submitted in a timely manner.							
Land Title Status & Date of Exhibit "A" Status			Date				
County of Ventura holds title to Land. Exhibit A, Property Map			Conditionally Approved, June 2011				
Open AIP Funded Projects			Expected Close-out Date				
Northeast Hangar Development, Phase 1 (AIP No. 3-06-0339-036-2017)			June 2021				
Taxiway H (AIP No. 3-06-0339-037-2019)			December 2021				
Master System Plan (AIP No. 3-06-0339-038-2020)			June 2022				
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

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FY 2026 PROJECTS

- 1.  DESIGN GRANT FOR REHABILITATE CENTRAL APRON
- 2.  DESIGN GRANT FOR PCC REHABILITATION TAXIWAY F, G1, KEY HANGAR AREA AND MAIN APRON
- 3.  DESIGN GRANT FOR REHABILITATE TAXIWAYS G, G2, G3, AND NE TAXILANE
- 4.  DESIGN GRANT FOR REHABILITATE EAST AND WEST APRONS



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AIRPORT CAPITAL IMPROVEMENT PLAN

1. Airport:		3. NPIAS No.		FAA Entitlements		
OXNARD AIRPORT		06-0179		Total \$		
5. Project Description (by funding yr. in priority order)		Federal Funds	State Funds	Local Funds	Total \$	Amount
On ALP Y/N	Environmental Type	NPR Code (APCT)	NPR Rating	Pavement Condition Index (PCI)***		Description
Federal Fiscal Year 2021						
Y	CatEx	A,RC,RW,IM	81	55-70	\$ 13,082,396	Available \$ 150,000
N	CatEx	A,RC,TW,IM	76	40-70	\$ 3,702,738	Used \$ 150,000
N	CatEx	A,RC,TW,IM	76	55-70	\$ 8,503,817	Used \$ -
TOTAL					\$ 25,288,951	Remaining \$ -
Federal Fiscal Year 2022						
1. EA/Design for RWY/TWY Pavement Strengthening						
2. Design for Terminal (expanded) Ramp Reconstruction						
TOTAL					\$ 855,000	Available \$ 150,000
TOTAL					\$ 495,000	Used \$ 150,000
TOTAL					\$ 1,350,000	Remaining \$ -
Federal Fiscal Year 2023						
1. Reconstruct Terminal (expanded) Ramp						
TOTAL					\$ 4,950,000	Available \$ 150,000
TOTAL					\$ 4,950,000	Used \$ 150,000
TOTAL					\$ 9,900,000	Remaining \$ -
Federal Fiscal Year 2024						
1. RWY & TWY Pavement Strengthening Reconstruction						
TOTAL					\$ 9,900,000	Available \$ 150,000
TOTAL					\$ 9,900,000	Used \$ 150,000
TOTAL					\$ 11,000,000	Remaining \$ -
Federal Fiscal Year 2025						
1. EA & Conceptual Design for Terminal Building						
2. ARFF Truck						
TOTAL					\$ 450,000	Available \$ 150,000
TOTAL					\$ 900,000	Used \$ 150,000
TOTAL					\$ 1,350,000	Remaining \$ -
Federal Fiscal Year 2026						
1. Final Design for Terminal Building						
TOTAL					\$ 900,000	Available \$ 150,000
TOTAL					\$ 900,000	Used \$ 150,000
TOTAL					\$ 1,000,000	Remaining \$ -

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AWP ACIP DATA SHEET

Airport Name		OXNARD AIRPORT	Fiscal Year 2021			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
Y	D	1. Reconstruct Runway 7-25	\$13,082,396	\$150,000	\$1,303,600	\$14,535,996
N	D	2. Reconstruct Connector Taxiways A, B, C, D, E	\$3,702,738	\$0	\$411,415	\$4,114,153
N	D	3. Reconstruct Taxiway F	\$8,503,817	\$0	\$944,869	\$9,448,685
Total			\$25,288,951	\$150,000	\$2,659,883	\$28,098,834
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
<p>1. Reconstruct Runway 7-25</p> <p>Runway 7-25 was reconstructed in 1992. Other than seal coats, no rehabilitation has been performed since the 1992 reconstruction. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the runway was found to be in Fair condition (PCI of 55-70). Although the pavement was found in Fair condition, based on the findings of the geotechnical investigation and the preliminary design, it was determined that the most cost-effective improvement would be a reconstruction. No Modification to Standards (MOS) is anticipated for this Project. A Reimbursable Agreement (RA) is expected as part of the Project for minor modifications to FAA facilities at the Airport. The reconstruction (for full 100-foot wide runway) consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, runway grooving, pavement marking, and electrical improvements.</p> <p>2. Reconstruct Connector Taxiways A, B, C, D, E</p> <p>The connector taxiways were reconstructed in 1992. Other than seal coats, no rehabilitations have been performed since the 1992 reconstruction. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the taxiways were found to be in Poor to Fair condition (PCI of 40-70). Based on the conditions observed in the APMS, as well as a subsequent PCN evaluation, a reconstruction is recommended. A preliminary design is currently underway to determine the extent of the project. From the perspective of minimizing project cost and operational impact, it is recommended that this project be combined with the Runway 7-25 project programmed for FY 2021. The taxiway reconstruction consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, pavement marking, and electrical improvements.</p> <p>3. Reconstruct Taxiway F</p> <p>The last construction project completed on Taxiway F, occurred in 2000 when the Taxiway received a 2-inch thick overlay. Additionally at this time, east of Taxiway C, the overlay was placed on top of a 1.5-inch thick leveling course that was placed within 20-feet of the centerline of Taxiway F.</p>						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
<p>1. The reconstruction of Runway 7-25 is being designed under AIP No. 3-06-0179-037-2020, the design is scheduled to be completed in February of 2021. This work will be a base bid of the project. Bids are anticipated to be received by May 2021 with construction anticipated beginning in June or July of 2021, if funding is available. Construction activities are anticipated to occur concurrently with the reconstruction of the connector taxiways and last for approximately 3 months.</p> <p>2. Design will be completed prior to the upcoming grant cycle. Bids are anticipated to be received by May 2021. Reconstruction of the connector taxiways will be a bid alternate associated with the base bid for the reconstruction of Runway 7-25. Construction activities are anticipated to occur concurrently with the reconstruction of Runway 7-25 and last for approximately 3 months.</p> <p>3. The reconstruction of Taxiway F is being designed under AIP No. 3-06-0179-037-2020, the design is scheduled to be completed in February of 2021. This work will be a bid alternate associated with the base bid for the reconstruction of Runway 7-25. Bids are anticipated to be received by May 2021 with construction anticipated beginning in June or July of 2021, if funding is available. Construction activities are anticipated to occur concurrently with the reconstruction of Runway 7-25 and last for approximately 3 months.</p>						
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)						
<p>1 & 2. CalEx was approved in June of 2020.</p> <p>3. CalEx was approved on January 27, 2021.</p>						
Land Title Status & Date of Exhibit "A" Status			Date			
County of Ventura holds title to Land. Exhibit A, Property Map			Conditionally Approved, March 2010			
Open AIP Funded Projects			Expected Close-out Date			
Airport Layout Plan (ALP) Update 3-06-0179-035-2017			August 2021			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Kip Turner, Director of Airports			Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)			
			(805) 388-4205			
Signature			Date		Contact Phone (Print or Type)	

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FY 2021 PROJECTS

- 1. RECONSTRUCT RUNWAY 7I25
- 2. RECONSTRUCT TAXIWAY CONNECTORS A, B, C, D, AND E
- 3. RECONSTRUCT TAXIWAY F



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AWP ACIP DATA SHEET

Airport Name		OXNARD AIRPORT		Fiscal Year 2022			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
0	D/E	1. EA/Design for RWY/TWY Pavement Strengthening	\$855,000	\$47,500	\$47,500	\$950,000	
0	D	2. Design for Terminal (expanded) Ramp Reconstruction	\$495,000	\$27,500	\$27,500	\$550,000	
		Total	\$1,350,000	\$75,000	\$75,000	\$1,500,000	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
<p>1. EA/Design for RWY/TWY Pavement Strengthening This project would strengthen the existing pavements on Runway 7-25, associated connector taxiways and parallel Taxiway F. This project would strengthen approximately 150,000 square yards of existing airfield pavements.</p> <p>2. Design for Terminal (expanded) Ramp Reconstruction This project would consist of reconstructing and expanding the terminal ramp. Total reconstruction and expansion would encompass approximately 15,000 square yards.</p>							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
<p>1. EA/Design for RWY/TWY Pavement Strengthening It is anticipated that the EA/Design for RWY/TWY Pavement Strengthening project would be completed by end of year of 2022, bids would be anticipated to be received in May of 2024 with anticipated construction occurring in the second half of 2024. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.</p> <p>2. Design for Terminal (expanded) Ramp Reconstruction It is anticipated that the design for the Terminal Ramp Reconstruction and Expansion project would be completed by end of year of 2022, bids would be anticipated to be received in May of 2023 with anticipated construction occurring in the second half of 2023. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.</p>							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
1, 2. CATEX Approval would be coordinated and would be anticipated to be received by late 2022.							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land. Exhibit A, Property Map				Conditionally Approved, March 2010			
Open AIP Funded Projects				Expected Close-out Date			
Airport Layout Plan (ALP) Update 3-06-0179-035-2017				August 2021			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

6e20



FY 2022 PROJECTS

- 1. EAVDESIGN FOR RUNWAY & TAXIWAY PAVEMENT STRENGTHENING
- 2. DESIGN FOR TERMINAL (EXPANDED) RAMP RECONSTRUCTION



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OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2022

DATE: MARCH 5, 2021
SHEET 2 OF 6

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AWP ACIP DATA SHEET

Airport Name		OXNARD AIRPORT		Fiscal Year 2023			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
0	D	1. Reconstruct Terminal (expanded) Ramp	\$4,950,000	\$150,000	\$400,000	\$5,500,000	
		Total	\$4,950,000	\$150,000	\$400,000	\$5,500,000	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
1. Reconstruct Terminal (expanded) Ramp This project would consist of reconstructing and expanding approximately 15,000 square yards of the existing Terminal Ramp.							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
1. Design is anticipated to be completed in 2022. Bids are anticipated to be received by May 2023, construction is then anticipated to occur during the second half of 2023. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
1. CatEx approval anticipated by late 2022.							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land, Exhibit A, Property Map				Conditionally Approved, March 2010			
Open AIP Funded Projects				Expected Close-out Date			
Airport Layout Plan (ALP) Update 3-06-0179-035-2017				August 2021			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

6e22



FY 2023 PROJECTS

- 1. TERMINAL (EXPANDED) RAMP RECONSTRUCTION



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OXNARD AIRPORT
 OXNARD, CA
 ACIP - FEDERAL FISCAL YEAR 2023

DATE: MARCH 5, 2021

SHEET 3 OF 6

6e23

AWP ACIP DATA SHEET

Airport Name		OXNARD AIRPORT		Fiscal Year 2024			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
0	D	1. RWY & TWY Pavement Strengthening Reconstruction	\$9,900,000	\$150,000	\$950,000	\$11,000,000	
		Total	\$9,900,000	\$150,000	\$950,000	\$11,000,000	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
<p>1. RWY & TWY Pavement Strengthening Reconstruction</p> <p>This project would strengthen the existing pavements on Runway 7-25, associated connector taxiways and parallel Taxiway F. This project would strengthen approximately 150,000 square yards of existing airfield pavements. It is anticipated that the existing pavement sections would be overlaid with Hot Mix Asphalt in order to increase their capacity, grading adjacent to the strengthened pavements would be required to achieve the required safety area grades and existing storm, underdrain and electrical structures would need to be adjusted to accommodate new grades.</p>							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
<p>1. Design will be completed prior to the upcoming grant cycle. Bids are anticipated to be received by May 2024. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.</p>							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
<p>1. CatEx approval anticipated by late 2022.</p>							
Land Title Status & Date of Exhibit "A" Status				Date			
<p>County of Ventura holds title to Land. Exhibit A, Property Map</p>				<p>Conditionally Approved, March 2010</p>			
Open AIP Funded Projects				Expected Close-out Date			
<p>Airport Layout Plan (ALP) Update 3-06-0179-035-2017</p>				<p>August 2021</p>			
<p>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.</p>							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

6e24



FY 2024 PROJECTS



1. RUNWAY & TAXIWAY PAVEMENT STRENGTHENING RECONSTRUCTION



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OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2024

DATE: MARCH 5, 2021

SHEET 4 OF 6

6e25

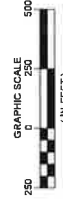
Airport Name		OXNARD AIRPORT		Fiscal Year 2025			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
0	D	1. EA & Conceptual Design for Terminal Building	\$450,000	\$25,000	\$25,000	\$500,000	
0	D	2. ARFF Truck	\$900,000	\$50,000	\$50,000	\$1,000,000	
		Total	\$1,350,000	\$75,000	\$75,000	\$1,500,000	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
<p>1. EA & Conceptual Design for Terminal Building This project will consist of completing the EA and Conceptual Design for the Terminal Building.</p> <p>2. ARFF Truck This project will consist of the acquisition of an ARFF Vehicle.</p>							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
<p>1. Design will be completed prior to the upcoming grant cycle. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.</p> <p>2. Design will be completed prior to the upcoming grant cycle. Bids are anticipated to be received by May 2025. Delivery would be anticipated in late 2025 to early 2026.</p>							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
1. CatEx approval anticipated by late 2025.							
Land Title Status & Date of Exhibit "A" Status				Date			
Airport Layout Plan (ALP) Update Exhibit A, Property Map				Conditionally Approved, March 2010			
Open AIP Funded Projects				Expected Close-out Date			
Airport Layout Plan (ALP) Update 3-06-0179-035-2017				August 2021			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

6e26



FY 2025 PROJECTS

1. EA & CONCEPTUAL DESIGN FOR TERMINAL BUILDING (NOT SHOWN)
2. ARFF TRUCK (NOT SHOWN)



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OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2025

DATE: MARCH 5, 2021 SHEET 5 OF 6

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Airport Name		OXNARD AIRPORT		Fiscal Year 2026			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
0	D	1. Final Design for Terminal Building	\$900,000	\$50,000	\$50,000	\$1,000,000	
		Total	\$900,000	\$50,000	\$50,000	\$1,000,000	
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
1. Final Design for Terminal Building This project will consist of completing the Final Design for the Terminal Building.							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
1. Design will be completed prior to the upcoming grant cycle. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
1. CatEx approval anticipated by late 2025.							
Land Title Status & Date of Exhibit "A" Status				Date			
County of Ventura holds title to Land, Exhibit A, Property Map				Conditionally Approved, March 2010			
Open AIP Funded Projects				Expected Close-out Date			
Airport Layout Plan (ALP) Update 3-06-0179-035-2017				August 2021			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Kip Turner, Director of Airports				Erin Powers, Projects Administrator			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
				(805) 388-4205			
Signature				Date			
				Contact Phone (Print or Type)			

6e28



FY 2026 PROJECTS

1. FINAL DESIGN FOR TERMINAL BUILDING (NOT SHOWN)



COUNTY of VENTURA
Department of Airports

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OXNARD AIRPORT
OXNARD, CA
ACIP - FEDERAL FISCAL YEAR 2026

DATE: MARCH 5, 2021

SHEET 6 OF 6

6e29



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

April 5, 2021

Aviation Advisory Commission
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Appointment of One Member of the Aviation Advisory Commission to the Planning Advisory Committee for the Airport Master Plan Study

Recommendation:

Staff requests that your Commission appoint one member to the Planning Advisory Committee for the Airport Master Plan study.

Discussion:

The Airport Master Plan study, which is being prepared by the airport consulting firm Coffman Associates, represents a cooperative effort between the Federal Aviation Administration (FAA) and Ventura County. The study will provide recommendations regarding the future development of the airport and provide an updated long-term development program for the continued operation of a safe and efficient airport facility that meets the needs of the community. In addition, the Master Plan will evaluate the system of airports (Camarillo Airport and Oxnard Airport) serving Ventura County in order to identify how aviation demand can best be met utilizing the two airports.

The key to the success of a study of this nature is public input and participation. As the first step in achieving this goal, a Planning Advisory Committee (PAC) is being formed to assist in providing objective evaluations and input. The County of Ventura Department of Airports requests that your Commission appoint one member to serve on this important advisory committee.

PAC members will be expected to attend and participate in approximately four (4) meetings over the course of the study to identify specific issues that may need to be addressed during the development of the Master Plan, as well as review and comment on the study material as it is prepared.

6f1

AAC
Appointment to Planning Advisory Committee
for the Airport Master Plan Study
April 5, 2021
Page 2

If you have any questions regarding this item, please call me at 388-4372.

A handwritten signature in black ink that reads "Kip Turner". The signature is written in a cursive style with a long horizontal stroke at the end.

KIP TURNER, C.M.
Director of Airports

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COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
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www.ventura.org/airports

April 5, 2021

Aviation Advisory Commission
Camarillo Airport Authority
Oxnard Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Review of Fiscal Year 2021-22 Proposed Budget

Recommendation:

Staff requests that your Commission and Authorities review and comment on the Department of Airports proposed FY 2021-22 budget for Camarillo and Oxnard Airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

Discussion:

The FY 2021-22 budget development process for the Department of Airports (DOA) and the County as a whole, has been met with some unprecedented challenges. Due to the COVID-19 pandemic and the still unknown financial impacts the DOA may experience, budgeted revenues and expenses have been calibrated to reflect similar expectations as the previously adopted FY 2020-21 budget.

During the course of the pandemic to date, a small number of tenants chose to defer lease payments, however none has received rent abatement. Actual revenues to date in FY 2020-21 are stable, although this is not guaranteed to continue. Some funds have been received from government COVID relief payments, which offset increased costs incurred by DOA to establish protocols, purchase teleworking equipment, and to purchase equipment that allows business to be conducted virtually. Additional revenues are expected through subsequent COVID relief legislation passed by Congress in late CY 2020.

During FY 2021-22 there will also be a reduction in revenues and increase in expenditures associated with the reconstruction of the Oxnard Airport runway and associated taxiway pavements. The Board of Supervisors approved a four-month abatement of rent for tenants affected by the runway's closure, which is reflected in this budget.

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From a budget perspective looking forward, DOA has prepared a budget with a conservative approach that anticipates impacts to revenues received from tenant leases and other fee related sources. At this point in time, the extent and duration of the COVID Stay Well at Home order and the resulting impact is not known. Additionally, depending on the length of any resulting economic downturn, revenues may be impacted in the outyears as well.

In summary, the FY 2021-22 proposed budget funds airport operations, on-going and previously planned and funded capital improvements and projects a reasonable cash balance. The budget provides the funds necessary to maintain and improve the airports within the guidelines and policies followed by the DOA.

This budget represents a continued effort by staff to analyze the operating budget through a hybrid "line item" and "zero-based" approach and to integrate the capital budget needs of both airports in a manner sustainable through the currently approved rent and fee schedule.

- The revenue section shows an increase in property and investment revenue. The property revenue increases are primarily due to new leases in the business park at Camarillo Airport, leases in the airside of the airports, and rate adjustments to various leaseholds. Other revenue sources such as percentage rent and miscellaneous fees continue to perform to the current year's level.
- Camarillo Airport is planned to operate at an operating gain, excluding depreciation.
- Oxnard Airport is planned to operate at an operating loss, excluding depreciation.
- The Enterprise Fund E300 is planned to operate at an operating gain, excluding depreciation.
- The COVID-19 pandemic impacts remain an unknown factor at this time and staff will continue to closely monitor budget performance following first quarter. Long-term stability is the DOA's goal and staff is analyzing this from a multiple-year perspective. In preparation for severe impacts, the DOA is updating revenue reduction scenarios at 5%, 10%, and 15% levels should the need arise.
- The DOA anticipates being staffed at 34 FTE's.

The budget book is divided into sections for purposes of review, as follows:

TAB #1: "Camarillo/Oxnard Combined":

1. A cash flow analysis for the five-year period July 1, 2021 – June 30, 2026, supports the FY 2021-22 budget as sustainable with an estimated \$13.1M cash balance that would begin with the new fiscal year. The highlights are as follows:

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- a. Depreciation is excluded in the cash flow calculation since it is not a true cash expense.
 - b. Reserve levels beginning FY 2021-22 are \$13.1 million and \$12.5 million beginning FY 2022-23, which are sustainable. These levels are expected to decrease as the DOA completes capital projects such as the County's Northeast Hangar Complex and re-construction of the runways at both airports in the coming years. However, reserve levels remain adequate to provide a sufficient cash base for planned operations and other capital projects. The target/projected reserve level can be adjusted by adding or subtracting projects in the Capital Improvement Plan (CIP).
2. The FY 2021-22 Preliminary Budget depicts the proposed budget's impact on operating expenditures compared to the current year's Adopted Budget.
 3. The "Operating Gain" without depreciation for operating the DOA is \$928,531.
 4. Line item budgets depict all non-capital expenses and revenues. The "Total Expenditures" on **page 7** reflects an amount like the previous adopted budget, however it reflects projected performance-based salary increases, safety retirement for Airport Operations Officers, and other labor expense associated costs.

TAB #2: "Camarillo":

1. Camarillo's "Operating Gain" without depreciation is positive at \$1,652,616. Please note that Camarillo Airport administrative salaries and benefits are allocated 80% to Camarillo administration and 20% to Oxnard administration to present a more realistic picture of the costs for each airport.
2. Services and supplies budget (**page 13, accounting code 2000**), reflects an increase of \$403,802 (24.5%), this is primarily due to an effort to continue to improve the business park area by creating a more attractive space for potential tenants, but considering that other improvements were performed in the previous year. This includes rehabilitation and re-striping of three parking lots, a comprehensive rent and fee survey covering all fees and rates associated with airport operations and market rental rates, and making high speed internet available and upgrading buildings to a different rental class.
3. Camarillo administration, operations, and maintenance sub-budgets are also found in this section for a more detailed listing of expenditures and revenue.

TAB #3: "Oxnard":

1. Oxnard's "Operating Loss" without depreciation is \$724,085, primarily due to the reconstruction of the runway, taxiway connectors and parallel taxiway and the associated Board of Supervisors approved Tenant Rent Relief providing rent relief

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to airport tenants for three months. 20% of salaries and benefits from DOA administration are allocated to Oxnard Airport to give a truer picture of costs.

2. Salaries and benefits increase by \$124,261 (**page 29, accounting code 1000**), primarily due to the budgeting of an Airport Operations Officer position left vacant in the prior year's budget and increases and projected performance-based salary increases, safety retirement for Airport Operations Officers, and other labor expense associated costs.
3. Services and supplies budget (**page 30, accounting code 2000**), increased \$65,064 due to a slight increase of operational expenses.
4. Oxnard administration, operations, and maintenance sub-budgets are also found in this section for a more detailed listing of expenditures and revenue.

TAB #4: "Capital":

This budget is for capital expenses and revenue associated with federal and state grants and non-grant projects. The "Net Cost" of proposed projects is \$2,693,060. The projects are listed for your review on two tables and are consistent with the DOA's five-year Capital Improvement Plan.

Highlights of the capital budget are:

1. For Camarillo (**page 51**), the grant eligible project scheduled for Camarillo Airport includes planning/environmental studies for the 2025 runway and taxiway connector reconstruction. The non-grant projects scheduled at Camarillo includes safety enhancements for the area between TWY F and TWY G, and the rehabilitation of the south portion of Taxiway A.
2. For Oxnard (**page 52**), the grant eligible projects scheduled for Oxnard Airport include the reconstruction of the runway, taxiway connectors and parallel taxiway. The non-grant projects at Oxnard Airport include repairs to the fuel farm - tank 4 and installation of fencing along airport property East of Ventura Rd.

TAB #5: "Camarillo Roads and Lighting":

Otherwise known as the Camarillo Utility Enterprise (CUE), this budget is for the maintenance of streets, street lighting and storm drains at the Camarillo Airport. The budget is funded through assessments to the eight owners of developed property on the airport campus, of which the DOA represents a share of approximately 66%. The CUE project schedule includes rehabilitation of several CUE streets, including East Willis Avenue, North Post Street, Airport Way, and West Durley Avenue.

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Staff realizes that there is a tremendous amount of information in the budget, and we have tried to organize it in a way that makes it accessible for discussion. Please feel free to contact me at 388-4372 should you have any questions.

If you have any questions regarding this item, please call Erin Powers at 388-4205, or me at 388-4372.

A handwritten signature in black ink that reads "Kip Turner". The signature is written in a cursive, flowing style.

KIP TURNER, C.M.
Director of Airports

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COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending February 28, 2021

Tie-downs:

Camarillo				Oxnard			
Tie-downs	Inventory	Occupied	Available	Tie-downs	Inventory	Occupied	Available
County	96	48	48	County	7	2	5
Western Cardinal	25	18	7	Goldenwest Jet Center	15	11	4
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2
Visitor	35			Visitor	11		
Total	191	96	60	Total	41	19	22

Airport/Tower Operations:

Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	13,762	8,069	Current Month	1	0
Last year for the month	14,512	7,627	Current year to date	2	1
% Change	-5%	6%			
Current year to date	26,327	15,626			
Last year to date	30,293	16,056			
% Change	-13%	-3%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	4
Cards issued to transient overnight aircraft	28	4
Noise/nuisance compliants	0	2
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	110	20

** Includes approximate number of aircraft occupying space in both large and small hangars by agreement with lessee or licensee

8a

**MONTHLY NOISE COMPLAINT SUMMARY
CAMARILLO AIRPORT**

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
NONE								

* Unable to identify aircraft

** Pilot aware of noise procedures and/or directed by ATC for separation

*** A normal approach or pattern was observed by Operations and/or ATC approved – Pilot not contacted

**** Complaint not related to noise

N/R Not Required (Complainant does not wish to be called back)

Mode of Flight – "T" Takeoff, "L" Landing, "M" Missed approach, "A" Multiple Approaches, "T & G" Touch and Go's (pattern), "O" Other

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**MONTHLY NOISE COMPLAINT SUMMARY
OXNARD AIRPORT**

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
2/6 1:00pm Clear, Calm	Noise	T&G	UNK	900 Block Mandalay Beach Road, Oxnard, CA	1	1	*	N/R
2/17 2:20pm Clear, Calm	Noise	T&G	Cessna	1300 Block Seabridge Lane, Oxnard, CA	1	1	***	N/R

* Unable to identify aircraft

** Pilot aware of noise procedures and/or directed by ATC for separation

*** A normal approach or pattern was observed by Operations and/or ATC approved – Pilot not contacted

**** Complaint not related to noise

N/R Not Required (Complainant does not wish to be called back)

Mode of Flight – "T" Takeoff, "L" Landing, "M" Missed approach, "A" Multiple Approaches, "T & G" Touch and Go's (pattern), "O" Other

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February, 2021



CAMARILLO AIRPORT – AIRPORT MASTER PLAN UPDATE

Status Update:

- Consultant and airport staff conducted coordination meetings on February 9 and 23 to discuss study elements.
- The Consultant and airport staff have coordinated on a selected cover for use in the master plan study.
- Collection of data to be incorporated into the inventory chapter of the study including based aircraft, aircraft operations, and adjacent land use/zoning data is being undertaken.
- The draft phase I working papers (Introduction, Inventory, Forecasts, and Facility Requirements) is in progress.
- Work associated with the Airport Geographic Information System (AGIS) survey and environmental surveys continue.

Upcoming Action Items:

- Consultant inventory trip scheduled for March 17-18, 2021.
- Formulation of a Planning Advisory Committee (PAC) and preparation for kickoff PAC meeting and Public Workshop in May 2021.
- Preparation of the study website and study initiation brochure.

Project Percent Complete: The study is 17 percent complete through February 2021.

CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update: No change from January 2021.

- “Draft” aviation demand forecasts have been prepared and were coordinated with airport staff on July 5, 2019.
- On-site surveying has been conducted by a Subconsultant for further input in the airfield drainage study.

Upcoming Action Items:

- Coordination as needed with airport staff to determine course of action in relationship to upcoming master plan process.
- Evaluation of airfield geometry improvements pending forecast review/FAA approval.
- Recommended airfield drainage enhancements pending the proposed airfield geometry improvements.

Project Percent Complete: The study is 41 percent complete through February 2021.

OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update: No change from January 2021.

- The “draft” Narrative Report, “draft” ALP Drawing Set, and associated ALP SOP 2.00 Checklist and Exhibit A SOP 3.00 Checklist were submitted to the FAA for review on January 31, 2020.
- The Consultant and airport staff have coordinated on multiple occasions in recent past regarding current airfield issues that relate to pending revisions to the “draft” ALP Drawing Set.

Upcoming Action Items:

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- Coordination as needed with airport staff to discuss appropriate revisions to the ALP Drawing Set.
- Appropriate revisions will be made to the Narrative Report and ALP Drawing Set pending comments from the FAA.
- Final documents will be prepared upon review and approval of the ALP Drawing Set.

Project Percent Complete: The study is 97 percent complete through February 2021.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 21-01)

Status Update:

- N/A for February 2021.

Upcoming Action Items:

- Coordination as needed to follow-up previous items and assist with new items at the direction of airport staff.

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PROJECT STATUS REPORT
Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc
Revision Date 2021-03-22



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3168900-182312.01 AEA 18-06 AIP - 036	CAMARILLO	CONSTRUCTION SERVICES NORTHEAST HANGAR DEVELOPMENT, PHASE 1 Construction of the Phase 1 project, which includes 3 rows of hangars and surrounding pavement/drainage and the extension of water, sewer, and electrical services.	a) Construction commenced on 12-5-19. b) Pavement study (APMS) to be removed from Mead & Hunt scope of work. c) Budget analysis and final costs to be evaluated after final processing of construction administration documents, balancing amendment expected. d) Final walkthrough held 2/12/21 and project construction substantially a) Draft plans and specs submitted 10/16/18. b) Updated plans and cost estimate, submitted 3/14/19, reflect additional scope of work and project phasing aligned with County's pavement removal contractor. a) Construction complete after application of second coat of pavement markings performed February 24, 25 and 26.	98%	a) Project closeout underway; awaiting documents from Contractor.
3168900-190121.02 AEA 20-03 AIP - 037	CAMARILLO	DESIGN SERVICES TAXIWAYS A, E, F, AND RUN-UP AREA PAVEMENT MARKING IMPROVEMENTS Remarking of associated taxiway centerlines, edge markings, and run-up apron markings.	a) Draft plans and specs submitted 10/16/18. b) Updated plans and cost estimate, submitted 3/14/19, reflect additional scope of work and project phasing aligned with County's pavement removal contractor.	75%	a) Mead & Hunt to prepare final contract documents and advertise for bidding after receipt of County comments. Mead & Hunt anticipated to close project in March 2021 due to inactivity.
3168900-190121.02 AEA 20-03 AIP - 037	CAMARILLO	CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION Surface treatment and remarking of Taxiway H.	a) Construction complete after application of second coat of pavement markings performed February 24, 25 and 26.	95%	a) Provide As-built Drawings. b) Project closeout underway.
22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	DESIGN SERVICES OXR AND CMA DBE UPDATES (2020-2021) Develop DBE program and goals as well as prepare yearly reports.	a) CMA & OXR i) Programs and goals submitted and approved. ii) Programs and goals reporting. iii) Submit 2020 year end reports (FAA accepted)	90%	a) None at this time.
3138400-181115.02 AEA-20-06 AIP - 3-06-0179-037-2020	OXNARD	FINAL DESIGN OXR RUNWAY 7-25 RECONSTRUCTION Runway 7-25 - Base Bid Taxiway Connectors A, B, C, D & E - Bid Alt 1 Parallel Taxiway F - Bid Alt 2	a) 100% Submittal sent to FAA and County on February 25, 2021.	97%	a) Plan for third tenant workshop after Bid Opening. b) County and FAA to provide comments for 100% submittal. c) Issue Project for Bid.
2206900-202100.01 AEA 21-02 AIP - N/A	CMA & OXR	DESIGN SERVICES ON-CALL SERVICES (2020-2021) On-call services at the request of the County. Period is effective through June 30, 2021.	a) Contract executed. b) Aircraft operation analysis. c) Preparation of FAA grant application for Oxnard Runway Construction Project d) CloudNine Development Comment Response Review	45%	a) None at this time.



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March 22, 2021

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – February 2021

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of February 2021 and the first half of March 2021, by Jviation and our subconsultants for the Camarillo Airport:

Airport Capital Improvement Plan (ACIP) Update

- Throughout the month of February, the Sponsor and Jviation coordinated on the ACIP update.
- On February 9, 2021, the Sponsor, FAA, Jviation, and Coffman Associates had a conference call to discuss NEPA focused items for the ACIP.
- On February 12, 2021, Jviation provided the Sponsor with updated ACIP spreadsheets.
- On February 15, 2021, Jviation and the Sponsor coordinated on the updated ACIP spreadsheets.
- On February 26, 2021, the Sponsor and Jviation coordinated on the ACIP and exhibits to be included.
- On March 3, 2021, Jviation provided the Sponsor with updated ACIP spreadsheets and exhibits showing each year of projects.
- On March 16, 2021, the Sponsor and Jviation discussed a call the Sponsor had with the FAA on the “EA for 2025 Runway/Taxiway Reconstruction with 25% Conceptual Design” project listed on the ACIP in 2021.
- On March 22, 2021, the Sponsor, FAA, Jviation, and Coffman Associates had a conference call to discuss “EA for 2025 Runway/Taxiway Reconstruction with 25% Conceptual Design” project listed on the ACIP in 2021.
- **Upcoming:**
 - Jviation and Coffman Associates will work on scope of work and fee for the initial planning, environmental, and engineering work for the “EA for 2025 Runway/Taxiway Reconstruction with 25% Conceptual Design” project.
 - The Sponsor will provide review comments on the ACIP spreadsheets and exhibits.
 - Jviation and the Sponsor will finalize the ACIP.
 - The Sponsor will submit the ACIP to the FAA.

Cloud Nine Hangars and Offices

- Throughout the month of February, the Sponsor and Jviation coordinated on this project
- On February 24, 2021, the Sponsor requested Jviation to review a Construction Safety and Phasing Plan (CSPP) that was prepared by the developer of this project.
- On February 26, 2021, Jviation provided review comments on the CSPP to the Sponsor. The Sponsor and Jviation discussed the review comments on March 2, 2021.

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- On February 26, 2021, the Sponsor requested Jviation to review a Stormwater Pollution Prevention Plan (SWPPP) that was prepared for this project. The Sponsor and Jviation discussed this task on March 3, 2021. Jviation provided review comments on the SWPPP to the Sponsor on March 5, 2021.
- On March 11, 2021, the Sponsor and Jviation discussed the CSPP and the Sponsor requested Jviation to prepare an exhibit to aid in the evaluation of the CSPP. Jviation provided two exhibits to the Sponsor on March 12, 2021.
- **Upcoming:**
 - Jviation will wait for direction from the Sponsor on any future tasks.

Runway 8-26 Centerline Pavement Cracks

- On March 8, 2021, the Sponsor requested Jviation to review information and photos of cracks in the runway centerline.
- On March 9, 2021, Jviation provided the Sponsor with two methods of temporary repair for the cracks in the runway centerline. Jviation also provided estimated unit costs for these two temporary repair methods.
- On March 19, 2021, the Sponsor and Jviation discussed the temporary repairs for the cracks in the runway centerline and Jviation completing a site visit to review the pavement condition.
- **Upcoming:**
 - Jviation will complete a site visit to review the runway centerline cracks and determine temporary repair methods. Jviation will also determine approximate limits and quantities.
 - Jviation will coordinate with the Sponsor on the findings from the site visit.
 - Jviation will prepare a plan and approximate construction cost estimate for the Sponsor to use to get the runway centerline cracks repaired.

Miscellaneous

- On February 4 and 5, 2021, the Sponsor and Jviation coordinated on the virtual Airport Advisory Commission and Airport Authority meetings.
- On February 10, 2021, Jviation and the Sponsor coordinated on information needed for the annual service contract.
- On February 11, 2021, Jviation attended the virtual Airport Advisory Commission and Airport Authority meetings.
- On February 26, 2021, Jviation provided the signed annual services contract and Form W-9 to the Sponsor.
- On March 4, 2021, Jviation provided the certificate of insurance to the Sponsor for the annual services contract.

If you have any comments, please do not hesitate to contact me.

Sincerely,
Jviation, a Woolpert Company



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Kip Turner – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mr. Jon Noble, Mrs. Marisa Fluhr
– Jviation
File

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March 23, 2021

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – February 2021

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of February 2021 and the first half of March 2021, by Jviation and our subconsultants for the Oxnard Airport:

Airport Capital Improvement Plan (ACIP) Update

- Throughout the month of February, the Sponsor and Jviation coordinated on the ACIP update.
- On February 9, 2021, Sponsor, FAA, Jviation, and Coffman Associates had a conference call to discuss NEPA focused items for the ACIP.
- On February 15-18, 2021, Jviation and the Sponsor coordinated on the updated ACIP spreadsheets.
- On February 17 and 19, 2021, Jviation provided the Sponsor with updated ACIP spreadsheets. The Sponsor provided review comments to Jviation on February 23, 2021.
- On February 26, 2021, the Sponsor and Jviation coordinated on the ACIP and exhibits to be included.
- On March 2, 2021, Jviation provided the Sponsor with updated ACIP spreadsheets and exhibits showing each year of projects.
- On March 16, 2021, the Sponsor and Jviation coordinated on the ACIP update.
- **Upcoming:**
 - The Sponsor will provide review comments on the ACIP spreadsheets and exhibits.
 - Jviation and the Sponsor will finalize the ACIP.
 - The Sponsor will submit the ACIP to the FAA.

AIP Project No. 03-06-0179-037-2020 (Design)/03-06-0179-038-2021 (Construction) - Runway 7-25, Taxiway Connectors, and Parallel Taxiway Pavement Reconstruction

- Throughout the month of February 2021, Jviation and the Sponsor coordinated on this project.
- On February 1, 2021, Jviation attended the project design team meeting with the Sponsor, FAA, and Mead & Hunt.
- On February 2, 2021, the Sponsor provided Mead & Hunt with review comments on the draft 95% submittal documents.
- On February 10, 2021, the Sponsor, Jviation, and Mead & Hunt had a conference call to discuss the review comments on the draft 95% submittal documents.
- On February 16, 2021, Jviation attended the project design team meeting with the Sponsor and Mead & Hunt.

- On February 18, 2021, the Sponsor, Jviation, and Mead & Hunt had a conference call to discuss the review comments on the draft 95% submittal documents.
- On February 18, 2021, the Sponsor and Jviation coordinated on responses to questions from Mead & Hunt on the Federal grant application, pre-bid meeting, and conformed project documents.
- On February 23-24, 2021, the Sponsor and Jviation coordinated on approximate costs for construction management services.
- On February 26, 2021, the Sponsor provided Jviation with the draft 100% submittal documents prepared by Mead & Hunt.
- On March 1, 2021, Jviation attended the project design team meeting with the Sponsor, FAA, and Mead & Hunt.
- On March 9, 2021, Jviation provided the Sponsor with review comments on the draft 100% submittal documents prepared by Mead & Hunt.
- On March 15, 2021, Jviation attended the project design team meeting with the Sponsor, FAA, and Mead & Hunt.
- On March 15, 2021, the Sponsor requested Jviation to respond to a discussion between the Sponsor and Mead & Hunt regarding the run-up areas and Taxiway F. Jviation provided a response to the Sponsor on March 17, 2021.
- On March 22, 2021, the Sponsor, Jviation, and Mead & Hunt had a conference call to discuss the pre-bid meeting.
- **Upcoming:**
 - On March 29, 2021, Jviation will attend the project design team meeting with the Sponsor, FAA, and Mead & Hunt.
 - Coordination with the Sponsor and Mead & Hunt on Jviation's construction management services for this project.
 - On April 6, 2021, Jviation will attend the pre-bid meeting with the Sponsor and Mead & Hunt.

Miscellaneous

- On February 4-5, 2021, the Sponsor and Jviation coordinated on the virtual Airport Advisory Commission and Airport Authority meetings.
- On February 10, 2021, Jviation and the Sponsor coordinated on information needed for the annual service contract.
- On February 11, 2021, Jviation attended the virtual Airport Advisory Commission and Airport Authority meetings.
- On February 26, 2021, Jviation provided the signed annual services contract and Form W-9 to the Sponsor.
- On February 26, 2021, the Sponsor requested a conference call with Jviation to discuss the technical memo Jviation prepared for the review of the Pavement Evaluation Report for Boeing 737-800 operations at the Oxnard Airport. Jviation responded to the request the same day and provided dates/times to have a conference call.
- On March 4, 2021, Jviation provided the certificate of insurance to the Sponsor for the annual services contract.
- On March 9, 2021, the Sponsor and Jviation had a conference call to discuss the technical memo Jviation prepared for the review of the Pavement Evaluation Report for Boeing 737-800 operations at the Oxnard Airport.
- On March 10, 2021, Jviation provided the Sponsor with a summary of why the existing pavement section is insufficient to handle Boeing 737 series aircraft.

If you have any comments, please do not hesitate to contact me.

Sincerely,
Jviation, a Woolpert Company



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Kip Turner – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mr. Jon Noble, Mrs. Marisa Fluhr
– Jviation
File

**AIRPORT TENANT
PROJECT STATUS
March 29, 2021**

CAMARILLO

- Airport Properties Limited Row I plan currently under review by County Building and Safety. Plans require final approval by Airport before permits can be issued.
- Able Grid/Silverstrand battery storage project: construction in progress.
- CloudNine Development project design received Airport final project approval letter. CloudNine to pull permits soon.

OXNARD

- None

OTHER

- None

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**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
NON GRANT PROJECTS**

March 2021

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA TWY's A, E, F, and Run-up Area Pavement Marking Improvements	\$18,285		<u>Mead & Hunt</u>	TBD	TBD	TBD	TBD	75	Airport marking project at TWY A budgeted for FY 20-21 to comply with FAA marking adjustments at TWY A. Other pavement markings due for refresh will be addressed at a later date.
3 & 5	OXR & CMA Disadvantaged Business Enterprise Program Goal Updates and Annual Reports	\$17,985		<u>Mead & Hunt</u>	N/A	8/14/18	N/A	N/A	95	CMA & OXR plans approved by FAA. Annual accomplishment reports approved by FAA.
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	6,500 137,000		<u>Ninyo & Moore</u>	N/A	1/19/21	N/A	3/29/21	100	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Soil sampling and report submitted to State Water Board. New order requires additional workplan and sampling/monitoring. The workplan has been approved and work is underway to meet the Water Board sampling deadline set for March 29, 2021.

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Note: Shaded boxes indicate changes from previous month
CMA – Camarillo Airport
OXR – Oxnard Airport
TBD – To be determined
CCO – Contract Change Orders
CUE – Camarillo Utility Enterprise

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**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
FAA GRANT PROJECTS**

March 2021

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates			% Compl Design / Const.	Remarks	
					Bid Date	Contract Award	Const Start			
5	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236	\$45,658 0	Mead & Hunt Toro Enterprises	8/15/17	10/17/17	12/5/19	2/12/21	100 97	Construction substantially completed. Project closeout underway.
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$147,300		Coffman Assoc.	N/A	1/24/19	N/A	TBD	41	Work underway. Consultant coordinating draft forecasts with Airport Master Plan process. Drainage survey information under consultant review.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$273,576 \$213,351		Mead & Hunt, Maxwell Asphalt	6/25/19	8/15/19	4/20/20	TBD	100 99	Final striping complete. Closeout paperwork underway.
5	CMA System Master Plan Update	\$741,094		Coffman Associates	N/A	9/24/20	9/30/20	TBD	17	NTP issued on 9/30/20. Preliminary work underway. First public workshop date set for May 13, 2021.
3	OXR Airport Layout Plan Update	\$246,176		Coffman Assoc.	N/A	10/17/17	N/A	12/30/19	97	Work underway. FAA approved revised forecast on 12/3/19. Draft full ALP set submitted to FAA on 2/3/20 for review and comment.
3	OXR Final Design for the RWY-TWY Connector - Parallel TWY F Reconstruction	\$1,507,310		Mead & Hunt	4/29/21	6/22/20	N/A	TBD	100	Bid schedule on track. RFP period planned for 3/30/21-4/29/21. Workshop #3 schedule updated for May/June to

Handwritten initials/signature

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
										incorporate construction schedule if possible.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

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**DEPARTMENT OF AIRPORTS
2021 MEETING SCHEDULES**

AAC/CAA/OAA

AVIATION ADVISORY COMMISSION	CAMARILLO & OXNARD AUTHORITIES
January 11	January 14
February 11	February 11
March 1	March 11
April 5	April 8
May 3	May 13
June 7	June 10
July 8 @ 5:00 p.m. (DUE TO HOLIDAY)	July 8
August 2	August 12
September 9 @ 5:00 p.m. (DUE TO HOLIDAY)	September 9
October 4	October 14
November 1	November 1 @ 5:00 p.m. (DUE TO HOLIDAY)
December 6	December 9

The Aviation Advisory Commission meets on the first Monday of the month (exceptions are noted above in yellow highlight) at 7:00 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010.

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month (exceptions are noted above in green highlight) at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010.

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