

NOTICE IS HEREBY GIVEN that the Regular Meeting of the
Camarillo Airport Authority and Oxnard Airport Authority will be held on:

Thursday February 13, 2020 7:00 P.M.

CITY OF CAMARILLO
COUNCIL CHAMBERS
601 CARMEN DRIVE
CAMARILLO, CA

AGENDA

1. CALL to ORDER and PLEDGE of ALLEGIANCE
2. ROLL CALL
3. APPROVAL of MINUTES – December 12, 2019
4. PUBLIC COMMENT PERIOD - Citizens wishing to speak to the Authority 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.

5. UNFINISHED BUSINESS – NONE
6. NEW BUSINESS

CAMARILLO & OXNARD AIRPORT AUTHORITY

A. Subject: Selection of Chair and Vice-Chair for Calendar Year 2020

Recommendation:

Nominate and select the 2020 Chairman and Vice-Chairman.

B. Subject: Receive and File Financial Reports for the Period Ending December 31, 2019.

Recommendation:

Staff requests that your Commission/Authorities receive and file the unaudited financial reports for the period ending December 31, 2019.

CAMARILLO AIRPORT AUTHORITY

C. Subject: Receive and File an Update on the Northeast Hangar Development Project, Phase 1 at Camarillo Airport.

Recommendation:

Staff requests that your Commission/Authority receive and file an update on the Northeast Hangar Development's Phase 1 project at Camarillo Airport.

D. Subject: Recommendation that the Board of Supervisors Approve, and Authorize the Director of Airports or His Designee to Sign, Amendment Number 1 to the Consulting Services Contract for the Camarillo Airport Northeast Hangar Development with Mead and Hunt, Inc., Raising the Total Amount of the Contract by \$143,051 to \$1,455,601.

Recommendation:

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

Approve, and Authorize the Director of Airports or His Designee to Sign, Amendment Number 1 to the Consulting Services Contract for the Camarillo Airport Northeast Hangar Development with Mead and Hunt, Inc., raising the total amount of the contract by \$143,051 to \$1,455,601 (Attachment 1).

7. DIRECTOR'S REPORT

8. REPORTS

Monthly Activity Report – November, December 2019
Monthly Noise Complaints – November, December 2019
Consultant Reports – November, December 2019
Airport Tenant Project Status – December 2019, January 2020
Project Status – December 2019, January 2020
Meeting Calendar

9. CORRESPONDENCE

Letter dated November 21, 2019 from Madeline Herrle to Mark and Janie Oberman, Channel Islands Aviation re: Lease Amendment Proposal

Notice dated November 21, 2019 from Camarillo Airport Operations Supervisor to Airport Tenants at Camarillo Airport re: Construction Start Date – Northeast Hangar Development, Phase 1 – Update

Letter dated November 22, 2019 from Erin Powers to Super Seal & Stripe, Inc. re: NOTICE TO PROCEED; Oxnard Airport – PART 139 RUNWAY MARKING COMPLIANCE; Specification No: DOA 19-03(N); Project No: OXR-144

Notice dated December 3, 2019 from Airport Operations Supervisor to Oxnard Airport Tenants re: Runway Closure December 16 through December 20

Letter dated December 3, 2019 from Madeline Herrle to David Tushin, Liberty Aviation, LLC re: Suite 104 Lease

Letter dated December 5, 2019 from Madeline Herrle to Michael Phillips, Aviation Instruction, LLC re: Camarillo Lease Renewal

Letter dated December 6, 2019 from Madeline Herrle to Sharon Evans, Sharon Evans Aviation Research, LLC re: Public Records Request for Airport FBO Lease Information & Airport Fuel Data

Letter dated December 6, 2019 from Madeline Herrle to Robert Kwong, Arnold Larochelle Mathews Vanconas & Zirbel, LLP re: Public Records Request dated November 12, 2019

Letter dated December 6, 2019 from David Norman, City of Camarillo to Darren Kettle, Ventura County Transportation Commission re: Proposed CloudNine Private Commercial Hangar/Office Project at Camarillo Airport ("CloudNine Project")

Letter dated December 10, 2019 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated November 27, 2019

Letter dated December 11, 2019 from John Zaragoza to Scott Kolwitz, City of Oxnard Planning Division re: Letter Objecting to the Annexation of the Oxnard School District's Property for the Purpose of Constructing Two Schools at the Intersection of Doris Avenue and Patterson Road

Letter dated December 19, 2019 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated November 27, 2019

Letter dated December 27, 2019 from Madeline Herrle to Sheila Sannadan, Adams Broadwell Joseph & Cardozo re: December 13, 2019 Letter Public Records Request

Letter dated December 31, 2019 from Kip Turner to Darren Kettle, Ventura County Transportation Commission re: December 6, 2019, Letter from City of Camarillo Regarding CloudNine Project

Letter dated January 2, 2020 from Madeline Herrle to Greg Epstein, Enhanced Landscape Management re: Lease for Yard Space – Eubanks Road and Aviation Way Lot

Letter dated January 6, 2020 from Madeline Herrle to Sheila Sannadan, Adams Broadwell Joseph & Cardozo re: December 13, 2019 Letter Public Records Request

Email dated January 7, 2020 from Kip Turner to Darren Kettle, Ventura County Transportation Commission re: Follow Up to Ventura County Department of Airports Letter Concerning RKR Development Project

Letter dated January 9, 2020 from David Norman, City of Camarillo to Darren Kettle, Ventura County Transportation Commission re: Response to Department of Airport Letter of 12/31/19 and E-Mail of 1/7/2020 Regarding Proposed CloudNine Project at Camarillo Airport

Memorandum dated January 10, 2020 from Steve Mattas and Claire Lai, Meyers Nave to Chairperson Minjares and Commissioners re: Ventura County Airport Land Use Commission Review of the Cloud Nine Hangar Project at Camarillo Airport

Letter dated January 16, 2020 from Madeline Herrle to Sheila Sannadan, Adams Broadwell Joseph & Cardozo re: December 13, 2019 Letter Public Records Request

Letter dated January 16, 2020 from Madeline Herrle to Janna Sheehan, AC Trance, LLC re: Suite 109/110 New Lease

Letter dated January 17, 2020 from Madeline Herrle to Greg Epstein, Enhanced Landscape Management re: Month to Month Storage Yard Lease

Letter dated January 17, 2020 from Thomas Temple, County Counsel to Darren Kettle, Ventura County Transportation Commission re: Review of Development in the "Airport Hazard Zones" Under the Ventura County General Plan

Memo dated February 7, 2020 from Darren Kettle and Steven Mattas, VCTC to Ventura County Transportation Commission re: City of Camarillo Request for Future Agenda Item to Consider Project Consistency Review by the Ventura County Airport Land Use Commission

10. MISCELLANEOUS

11. AUTHORITY COMMENTS - Comments by Authority members on matters deemed appropriate.

12. ADJOURNMENT

The next regular Authority meeting will be on Thursday, March 12, 2020 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CITY OF CAMARILLO CLERK AT (805) 388-5353 OR ANA CASTRO AT (805) 388-4211. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY/DEPARTMENT OF AIRPORTS TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

MINUTES

December 12, 2019

1. CALL to ORDER and PLEDGE of ALLEGIANCE

CAA Chair, Bill Thomas, called the meeting to order at 7:02 p.m. and led the pledge of allegiance.

2. ROLL CALL

CAA PRESENT

Kelly Long
John Zaragoza
Shawn Mulchay
Susan Santangelo
Bill Thomas

Excused (E)
Late (L)
Alternate (Alt)

CAA ABSENT

OAA PRESENT

Kelly Long
John Zaragoza
Tim Flynn (L)
Bert Perello (L)
Eugene Fussell (Alt)

OAA ABSENT

Walter Calhoun (E)

AIRPORT STAFF

Kip Turner
Madeline Herrle
Ana Castro

3. APPROVAL OF MINUTES – September 12, 2019 (CAA Only) October 10, 2019

Camarillo Airport Authority: Councilmember Shawn Mulchay moved to approve the September 12, 2019 meeting minutes and Supervisor Kelly Long seconded the motion. All others voted and the motion passed unanimously.

Camarillo Airport Authority: Supervisor Kelly Long moved to approve the October 10, 2019 meeting minutes and Councilmember Shawn Mulchay seconded the

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motion. Councilmember Susan Santangelo abstained. All others voted and the motion passed unanimously.

Oxnard Airport Authority: Councilmember Bert Perello moved to approve the October 10, 2019 meeting minutes and Mayor Tim Flynn seconded the motion. All others voted and the motion passed unanimously.

- 4. PUBLIC COMMENT** - Citizens wishing to speak to the Authorities 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.

None.

5. UNFINISHED BUSINESS – NONE

6. NEW BUSINESS

CAMARILLO AIRPORT AUTHORITY

- A. Subject:** Approval of, and Authorization for the Director of Airports, or His Designee, to Execute, a Lease with Silverstrand Grid, LLC, for a Battery Storage Facility at the Camarillo Airport Business Park.

Recommendation:

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

Approve, and authorize the Director of Airports, or his designee, to execute, the lease with Silverstrand Grid, LLC (Attachment 1) for a battery storage facility at Camarillo Airport Business Park.

Lease Manager Madeline Herrle introduced Dustin Pulciani, Director of Real Estate for Able Grid Energy Solutions. Mr. Pulciani introduced Eric Stoutenburg, Chief Development Officer for Able Grid Energy Solutions and consultant Rafik Albert, Director of Planning for EPD Solutions. Mr. Pulciani and staff went over a PowerPoint presentation and responded to questions posed by Authority members about the battery storage facility.

Camarillo Airport Authority: Supervisor Kelly Long moved to approve staff's recommendation and Councilmember Shawn Mulchay seconded the motion. All others voted in favor and the motion passed unanimously.

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7. DIRECTOR'S REPORT

Director Kip Turner shared that there are no accidents to report since the last meeting. Mr. Turner also shared that staff is preparing templates for the new hangar leases which he anticipates will go through the public process in early 2020.

Director Turner provided a projects update. Regarding the Northeast Hangar Development at Camarillo Airport, a kick-off meeting took place on December 4th and a Notice to Proceed was issued on December 5th. Regarding the Taxiway H project at Camarillo Airport, the grants have been executed and a contract was awarded to Maxwell Asphalt. It is anticipated that a Notice to Proceed will go out by the end of the year once the department works out a final bond issue. Regarding the private RKR project (also known as CloudNine) at Camarillo Airport, the public comment period for the environmental review ended on November 20th. Once the comments have been reviewed, this matter will come before the Commission, Airport Authorities, and the Board of Supervisors for final approval in early 2020. Regarding the Airport Layout Plan for Oxnard Airport, a draft of the plan was submitted to the Federal Aviation Administration (FAA) for review on October 8th. Regarding the runway project at Oxnard Airport, the design scope is being worked out with the FAA and the department's consultant. It is anticipated that construction for this project would take place in June, 2021. Mr. Turner also shared that staff is still working on the discrepancies noted in the Part 139 inspection that occurred at Oxnard Airport. Regarding the master plans for both Camarillo and Oxnard airports, it is anticipated the FAA will contribute \$600,000 towards this effort and the department will contribute the rest of the funds. He anticipates kicking off this project in early 2020 and stated this will be a 12-18 month process.

Director Turner shared that approval for the Silverstrand Grid lease, which was presented at tonight's meeting, is scheduled to go before the Board of Supervisors on December 17th. In regards to the design scope for the runway project at Oxnard Airport, this item will go before the Board of Supervisors once the design is finalized with the FAA. He then provided a personnel update regarding vacancies in the department. In the administration division, Jorge Rubio is no longer with the department so there is a vacancy for the deputy director position. There is also a vacancy for an engineer position and an operations supervisor position. In the maintenance division, the department hired three people so only two vacancies for a regular position and a temporary position remain.

8. REPORTS

Monthly Activity Report – September, October 2019
Monthly Noise Complaints – September, October 2019
Consultant Reports – September, October 2019
Airport Tenant Project Status – November 2019

Project Status – November 2019
Financial Statements Period Ended – September 30, 2019
Financial Statements First Quarter – FY 2019/2020
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE

Letter dated September 25, 2019 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated September 9, 2019

Letter dated September 26, 2019 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated September 13, 2019

Letter dated October 3, 2019 from Erin Powers to James Harris, Coffman Associates, Inc. re: Notice to Proceed; Oxnard and Camarillo Airports – Professional Services Contract; AEA No. 20-01

Letter dated October 3, 2019 from Kip Turner to Hangar Owners and Tenants

Letter dated October 4, 2019 from Madeline Herrle to Sharon Evans, Sharon Evans Aviation Research, LLC re: Public Records Request dated September 26, 2019 for Airport FBO Lease Information and Airport Fuel Data

Letter dated October 7, 2019 from Madeline Herrle to Ron Rasak, RKR, Inc. re: Project Signs at Las Posas

Letter dated October 8, 2019 from Madeline Herrle to John Neustadt re: Public Records Request dated September 9, 2019

Letter dated October 8, 2019 from Erin Powers to Maxwell Asphalt, Inc. re: Contract for Camarillo Airport – Taxiway H Pavement Rehabilitation, FAA AIP No. 3-06-0339-037-2019; Specification No: DOA 19-02; Project No: CMA-236

Letter dated October 9, 2019 from Madeline Herrle to Gerald Alves, Airport Properties Limited, LLC re: Camarillo Airport / Row "H" Security Deposit

Letter dated October 9, 2019 from Madeline Herrle to Ron Rasak, RKR, Inc. re: Project Signs at Las Posas

Letter dated October 10, 2019 from Madeline Herrle to Gerald Alves, Airport Properties Limited, LLC re: Evidence of Insurance

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Notice of Availability and Intent to Adopt a Mitigated Negative Declaration dated October 21, 2019 re: CloudNine at Camarillo

Letter dated October 21, 2019 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated September 13, 2019

Letter dated October 22, 2019 from Erin Powers to Jeff Leonard, Mead and Hunt, Inc. re: Notice to Proceed, AEA No. 20-02; Professional Services Contract for Oxnard and Camarillo Airports

Letter dated October 22, 2019 from Erin Powers to Mead & Hunt, Inc. re: Notice to Proceed; Camarillo Airport – Consulting Service Contract; Construction Administration Services for Taxiway H Pavement Rehabilitation; AEA No. 20-03

Letter dated October 25, 2019 from Madeline Herrle to Gregory Peacock, Tactical Communications re: Your Letter dated October 10, 2019

Letter dated October 25, 2019 from Madeline Herrle to Randy Michel re: Oxnard Airport Hangars

Letter dated October 30, 2019 from Madeline Herrle to Ron Rasak, RKR, Inc. re: Your Letter dated October 28, 2019

Letter dated November 6, 2019 from Madeline Herrle to Cathy Ramos Marquez, Blackdot re: T Mobile Lease Amendment – Oxnard Airport; 2889 West 5th Street, Oxnard CA

Letter dated November 7, 2019 from Mark Sullivan, Law Office of Mark F. Sullivan to Kip Turner re: Conflict Between Taxilane Design for Cloud 9 Hangars and the Camarillo Joint Powers Agreement of 1977

Letter dated November 12, 2019 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated October 10, 2019

Letter dated November 14, 2019 from Erin Powers to Brenda Perez, Federal Aviation Administration (FAA) re: Support for a Categorical Exclusion for the Preparation of an Airport Master Plan for the Camarillo Airport (CMA), Camarillo, California

Letter dated November 15, 2019 from Kip Turner to Mark Sullivan re: Letter Received Concerning Potential Conflict Between Taxilane Design for Cloud 9 Hangars and the Camarillo Joint Powers Agreement of 1977

Letter dated November 15, 2019 from Kip Turner to Ronald Rasak re: Project Signs at Las Posas

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Letter dated November 19, 2019 from Ronald Rasak, RKR Incorporated to Kip Turner re: Boeing 737 Operations from CloudNine

Correspondence was received and filed.

10. MISCELLANEOUS HANDOUTS

Information was received and filed.

11. AUTHORITY COMMENTS

Supervisor John Zaragoza wished everyone a merry Christmas and happy new year.

Councilmember Shawn Mulchay inquired about the Department of Airports' security in and around the airport. Mr. Mulchay indicated that he received a photo from a pilot at Camarillo Airport which showed a broken security camera and the pilot also informed Mr. Mulchay that he had observed deficiencies with access gates. Director Kip Turner described the role of the airport operations officers in regards to airport security and stated that he would look into the matter of the broken security camera and access gates.

Councilmember Bert Perello wished former deputy director Jorge Rubio the best of luck going forward. Mr. Perello also stated that in regards to the constituent that contacted Councilmember Mulchay, he suggested that the constituent contact airport management first to try and address his concerns.

Councilmember Susan Santangelo commended Director Turner for his presentation at the Visit Camarillo tourism luncheon that took place earlier in the day. Ms. Santangelo also wished everyone happy holidays.

Public Member Bill Thomas wished everyone happy holidays.

12. ADJOURNMENT

There being no further business, the December 12, 2019 Authority meeting was adjourned at 8:12 p.m.

KIP TURNER, C.M.
Administrative Secretary

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February 13, 2020

Camarillo Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Selection of Chair and Vice-Chair for Calendar Year 2020

Recommendation:

Nominate and select the 2020 Chairman and Vice-Chairman.

Discussion:

Article VI of the Camarillo Airport Authority bylaws states in part, "The Authority shall select from its membership a chairman and a vice-chairman. Each shall serve for one calendar year beginning on the first meeting in January."

It is recommended that your Authority take action at this meeting to select those officers who will oversee and direct Authority functions during the year 2020.

If you have any questions regarding this item, please call me at 388-4200.



KIP TURNER, C.M.
Director of Airports

February 13, 2020

Oxnard Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Selection of Chair and Vice-Chair for Calendar Year 2020

Recommendation:

Nominate and select the 2020 Chairman and Vice-Chairman.

Discussion:

Article VII of the Oxnard Airport Authority bylaws states in part, "The Authority shall select from its membership a chairman and a vice-chairman. Both shall serve for one calendar year beginning on the first meeting in January."

It is recommended that your Authority take action at this meeting to select those officers who will oversee and direct Authority functions during the year 2020.

If you have any questions regarding this item, please call me at 388-4200.



KIP TURNER, C.M.
Director of Airports

February 3, 2020

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

Subject: Receive and File Financial Reports for the Period Ending December 31, 2019.

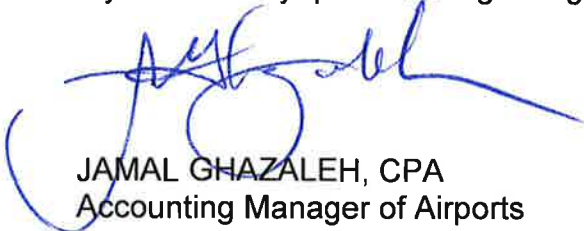
Recommendation:

Staff requests that your Commission/Authorities receive and file the unaudited financial reports for the period ending December 31, 2019.

Discussion:

The Accounting Department of the Department of Airports prepared the attached financial reports to provide current financial statement information for the period beginning July 1, 2019 through December 31, 2019.

If you have any questions regarding this item, please call me at 388-4207.


JAMAL GHAZALEH, CPA
Accounting Manager of Airports

Attachment 1 – Financial Reports for the Period Ending December 31, 2019

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County of Ventura
Department of Airports
Fund: E300
Statement of Net Assets
As of December 31, 2019
(Unaudited)

ASSETS

Cash	\$ 19,660,000
Cash - petty cash/change fund	500
Receivables:	
Accounts receivable net of allowance for	114,900
Uncollectable accounts of \$20,000	
Interest receivable	180,500
Grants receivable	-
Capital assets:	
Easements	848,800
Land	9,362,500
Land improvements	48,410,800
Building & Improvements	18,344,400
Equipment	1,163,600
Vehicle	989,700
Construction in Progress	2,885,800
Accumulated depreciation	(44,655,200)
Deferred outflows related to pensions	765,300
Total assets	\$ 58,946,300

LIABILITIES

Accounts payable	\$ 55,000
Accrued liabilities	136,000
Short-term compensated absences	98,700
Due to other funds - GSA, ITS, PWA	-
Unearned revenue (prepayments)	63,300
Security deposit	634,600
Unreserved overpayments	176,800
Long-term compensated balances	72,100
Net pension liability	1,829,200
Deferred inflows related to pensions	312,800
Total liabilities	\$ 3,514,500

NET ASSETS

Invested in capital assets net of related debt	\$ 37,350,400
Unrestricted Net Assets	18,081,400
Total net assets	55,431,800
Total liabilities and net assets	\$ 58,946,300

ATTACHMENT 1

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County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2019 thru December 31, 2019
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Revenues:			
Permits	\$ 27,500	\$ 3,100	\$ 30,600
Fines and penalties	6,100	1,200	7,300
Rents and concessions	1,225,300	137,500	1,362,800
Percentage lease rent	85,000	87,400	172,400
Tiedown rents	71,200	2,100	73,300
Hangar rents	289,600	172,100	461,700
Land rent - hangars	205,200	54,800	260,000
Transient tiedown rents	2,100	200	2,300
Landing fees	41,300	9,500	50,800
Parking fees	-	7,000	7,000
Gas & oil fuel flow percentage	117,200	30,800	148,000
% rent-all other gross rec	823,500	259,100	1,082,600
Miscellaneous	6,100	1,400	7,500
Total operating revenues	<u>\$ 2,900,100</u>	<u>\$ 766,200</u>	<u>\$ 3,666,300</u>
Expenditures:			
Current:			
Salaries and wages	\$ 692,800	\$ 172,300	\$ 865,100
Benefits	551,000	174,700	725,700
Admin salaries allocated to Oxnard Airport	(144,000)	144,000	-
Agricultural	-	-	-
Uniforms and clothing	5,300	3,400	8,700
Communications	29,800	13,600	43,400
Household expense	3,500	16,300	19,800
Insurance	14,200	7,700	21,900
Indirect county costs	33,700	13,700	47,400
Maintenance-equipment	22,900	7,900	30,800
Maintenance-building and improvements	109,300	61,600	170,900
Memberships and dues	6,400	500	6,900
Miscellaneous expense	15,500	12,800	28,300
Office expense	16,600	1,600	18,200
Professional and specialized services	249,800	19,900	269,700
Rents and leases - equipment	17,500	3,100	20,600
Small tools and equipment	18,700	-	18,700
Transportation charges	33,000	26,100	59,100
Conference and seminars	14,100	-	14,100
Utilities	92,500	44,600	137,100
Education, books and training	10,400	1,300	11,700
Taxes and licenses	59,600	-	59,600
Bad debts	-	-	-
Depreciation	506,500	486,600	993,100
Total operating expenditures	<u>\$ 2,359,100</u>	<u>\$ 1,211,700</u>	<u>\$ 3,570,800</u>
Operating income (loss)	<u>\$ 541,000</u>	<u>\$ (445,500)</u>	<u>\$ 95,500</u>

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2019 thru December 31, 2019
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Non-operating revenues (expenses):			
State and federal grants	\$ 103,700	\$ 58,700	\$ 162,400
Prior Year Revenue	-	-	-
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-
Interest income	239,500	-	239,500
Insurance proceeds	-	-	-
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	<u>343,200</u>	<u>58,700</u>	<u>401,900</u>
Income (loss) before transfers	884,200	(386,800)	497,400
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Increase (decrease) in net assets	<u><u>\$ 884,200</u></u>	<u><u>\$ (386,800)</u></u>	<u><u>\$ 497,400</u></u>
Increase (decrease) in net assets before depreciation	<u><u>\$ 1,390,700</u></u>	<u><u>\$ 99,800</u></u>	<u><u>\$ 1,490,500</u></u>

County of Ventura
Department of Airports
Fund: E300
Statement of Cash Flows
July 1, 2019 thru December 31, 2019
(Unaudited)

Operating Activities:

Permits	\$ 30,442
Fines and penalties	5,698
Rents and concessions	1,346,714
Percentage lease rent	172,339
Tiedown rents	73,694
Hangar rents	463,427
Land rent - hangars	260,981
Transient tiedown rents	2,282
Landing fees	50,767
Parking fees	6,974
Gas & oil fuel flow percentage	145,913
% rent-all other gross rec	1,076,137
Insurance claims	
Miscellaneous	7,311
Salaries & Benefits	(1,587,079)
Service & Supplies	(869,463)
Interest Received	59,073
Interest Paid	
Prepay/Security Deposit	(95,555)
CUE tax assessment	(59,617)

Cash Provided by Operating Activities \$ 1,090,038

Investing Activities:

State and federal grants	182,760
Fixed asset sales/(purchases)	
Capital Expenditures	(321,113)

Cash Used in Investing Activities (138,352)

Financing Activities:

Transfers out to other funds **	
Principal Payment on Short & Long Term Debt	

Cash Provided by Financing Activities

Increase (Decrease) in Cash & Equivalents \$ 951,685

Cash & Equivalents-Beginning of Year \$ 18,708,291

Cash & Equivalents-End of Period \$ 19,659,976

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County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2019 thru December 31, 2019
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2019	Adjusted Budget as of Dec 2019	YTD Actuals & Accruals thru Dec 2019	% Variance
Revenues:				
Permits	\$ 3,072	\$ 3,072	\$ 3,100	101%
Fines and penalties	3,674	3,674	1,200	33%
Rents and concessions	92,400	92,400	137,500	149%
Percentage lease rent	143,200	143,200	87,400	61%
Tiedown rents	3,300	3,300	2,100	64%
Hangar rents	333,800	333,800	172,100	52%
Land rent - hangars	109,700	109,700	54,800	50%
Transient tiedown rents	100	100	200	200%
Landing fees	19,500	19,500	9,500	49%
Parking fees	19,000	19,000	7,000	37%
Gas & oil fuel flow percentage	56,700	56,700	30,800	54%
% rent-all other gross rec	532,400	532,400	259,100	49%
Miscellaneous	2,400	2,400	1,400	58%
Total operating revenues	<u>\$ 1,319,246</u>	<u>\$ 1,319,246</u>	<u>\$ 766,200</u>	<u>58%</u>
Expenditures:				
Current:				
Salaries and wages	\$ 402,355	\$ 402,355	\$ 172,300	43%
Benefits	415,769	415,769	174,700	42%
Admin salaries allocated from Camarillo Airport	293,100	293,100	144,000	49%
Agricultural	3,080	3,080	-	0%
Uniforms and clothing	20,691	20,691	3,400	16%
Communications	10,855	10,855	13,600	125%
Household expense	13,800	13,800	16,300	118%
Insurance	7,177	7,177	7,700	107%
Indirect county costs	27,403	27,403	13,700	0%
Maintenance-equipment	44,800	44,800	7,900	18%
Maintenance-building and improvements	110,952	127,691	61,600	48%
Medical	650	650	-	0%
Memberships and dues	4,300	4,300	500	12%
Miscellaneous expense	24,510	24,510	12,800	52%
Office expense	9,223	9,223	1,600	17%
Professional and specialized services	101,090	116,144	19,900	17%
Rents and leases - equipment	11,780	11,780	3,100	26%
Small tools and equipment	9,353	9,353	-	0%
Transportation charges	38,880	38,880	26,100	67%
Conference and seminars	33,150	33,150	-	0%
Utilities	101,148	101,148	44,600	44%
Education, books and training	1,300	1,300	1,300	0%
Bad debts	15,000	15,000	-	0%
Depreciation	956,962	956,962	486,600	51%
Total operating expenditures	<u>\$ 2,657,328</u>	<u>\$ 2,689,121</u>	<u>\$ 1,211,700</u>	<u>45%</u>
Operating income (loss)	<u>\$ (1,338,082)</u>	<u>\$ (1,369,875)</u>	<u>\$ (445,500)</u>	<u>33%</u>

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County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2019 thru December 31, 2019
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2019	Adjusted Budget as of Dec 2019	YTD Actuals & Accruals thru Dec 2019	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ 58,700	
Prior Year Revenue	-	-	-	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Insurance Proceeds	-	-	-	
Other Loan Interest Payment	-	-	-	
Total non-operating revenues (expenses)	-	-	58,700	
Income (loss) before transfers	(1,338,082)	(1,369,875)	(386,800)	28%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
Increase (decrease) in net assets	\$ (1,338,082)	\$ (1,369,875)	\$ (386,800)	28%
Increase (decrease) in net assets before depreciation	\$ (381,120)	\$ (412,913)	\$ 99,800	24%

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2019 thru December 31, 2019
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2019	Adjusted Budget as of Dec 2019	YTD Actuals & Accruals thru Dec 2019	% Variance
Revenues:				
Permits	\$ 6,316	\$ 6,316	\$ 27,500	435%
Fines and penalties	10,062	10,062	6,100	61%
Rents and concessions	2,164,000	2,164,000	1,225,300	57%
Percentage lease rent	131,500	131,500	85,000	65%
Tiedown rents	86,800	86,800	71,200	82%
Hangar rents	625,900	625,900	289,600	46%
Land rent - hangars	416,000	416,000	205,200	49%
Transient tiedown rents	4,500	4,500	2,100	47%
Landing fees	66,900	66,900	41,300	62%
Parking fees	-	-	-	0%
Gas & oil fuel flow percentage	236,100	236,100	117,200	50%
% rent-all other gross rec	1,860,100	1,860,100	823,500	44%
Miscellaneous	30,695	30,695	6,100	20%
Total operating revenues	<u>\$ 5,638,873</u>	<u>\$ 5,638,873</u>	<u>\$ 2,900,100</u>	<u>51%</u>
Expenditures:				
Current:				
Salaries and wages	\$ 1,576,651	\$ 1,576,651	\$ 692,800	44%
Benefits	1,216,960	1,216,960	551,000	45%
Admin Salary allocated to Oxnard Airport	(303,100)	(303,100)	(144,000)	48%
Agricultural	17,180	17,180	-	0%
Uniforms and clothing	15,040	15,040	5,300	35%
Communications	58,546	77,586	29,800	38%
Household expense	30,100	30,136	3,500	12%
Insurance	36,594	36,594	14,200	39%
Indirect county costs	67,332	67,332	33,700	0%
Maintenance-equipment	74,750	76,628	22,900	30%
Maintenance-building and improvements	363,394	404,413	109,300	27%
Medical	2,580	2,580	-	0%
Memberships and dues	20,420	20,420	6,400	31%
Miscellaneous	31,699	36,001	15,500	43%
Office expense	52,323	52,337	16,600	32%
Professional and specialized services	399,155	500,427	249,800	50%
Rents and leases - equipment	27,500	27,500	17,500	64%
Small tools and equipment	26,927	36,168	18,700	52%
Transportation charges	82,560	82,560	33,000	40%
Conference and seminars	63,140	63,140	14,100	22%
Utilities	192,404	192,404	92,500	48%
Education, books and training	15,160	15,160	10,400	69%
Taxes and licenses	59,617	59,617	59,600	100%
Bad debts	20,000	20,000	-	0%
Depreciation	992,903	992,903	506,500	51%
Total operating expenditures	<u>\$ 5,139,835</u>	<u>\$ 5,316,637</u>	<u>\$ 2,359,100</u>	<u>44%</u>
Operating income (loss)	<u>\$ 499,038</u>	<u>\$ 322,236</u>	<u>\$ 541,000</u>	<u>168%</u>

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County of Ventura
 Airport Enterprise-Camarillo
 Budget to Actual
 July 1, 2019 thru December 31, 2019
 (Rounded to the nearest hundred)
 (Unaudited)

	Adopted Budget as of Dec 2019	Adjusted Budget as of Dec 2019	YTD Actuals & Accruals thru Dec 2019	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ 103,700	
Prior Year Revenue	-	-	-	
Contribution to Outside Agency	(5,000)	(5,000)	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Interest income	297,435	297,435	239,500	81%
Interest expense	-	-	-	
Other loan payments	-	-	-	
Total non-operating revenues (expenses)	<u>292,435</u>	<u>292,435</u>	<u>343,200</u>	<u>117%</u>
Income (loss) before transfers	791,473	614,671	884,200	144%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
Increase (decrease) in net assets	<u>\$ 791,473</u>	<u>\$ 614,671</u>	<u>\$ 884,200</u>	<u>144%</u>
Increase (decrease) in net assets before depreciation	<u>\$ 1,784,376</u>	<u>\$ 1,607,574</u>	<u>\$ 1,390,700</u>	<u>87%</u>

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February 3, 2020

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

Subject: Receive and File an Update on the Northeast Hangar Development Project, Phase 1 at Camarillo Airport.

Recommendation:

Staff requests that your Commission/Authority receive and file an update on the Northeast Hangar Development's Phase 1 project at Camarillo Airport.

Discussion:

On October 17, 2017, the Board of Supervisors authorized the Department of Airports to enter into a contract with Toro Enterprises, Inc. for construction of forty-one (41) hangars and associated taxilanes in the northeast corner of the airport. Construction began on December 5, 2019, and staff will make an oral presentation on the status of the project and anticipated timeframe for completion.

If you have any questions regarding this item, please call Erin Powers at (805) 388-4205, or me at (805) 388-4200.



KIP TURNER, C.M.
Director of Airports

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February 3, 2020

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

Subject: Recommendation that the Board of Supervisors Approve, and Authorize the Director of Airports or His Designee to Sign, Amendment Number 1 to the Consulting Services Contract for the Camarillo Airport Northeast Hangar Development with Mead and Hunt, Inc., Raising the Total Amount of the Contract by \$143,051 to \$1,455,601.

Recommendation:

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

Approve, and Authorize the Director of Airports or His Designee to Sign, Amendment Number 1 to the Consulting Services Contract for the Camarillo Airport Northeast Hangar Development with Mead and Hunt, Inc., raising the total amount of the contract by \$143,051 to \$1,455,601 (Attachment 1).

Fiscal/Mandates Impact:

Mandatory: *No*

Source of funding: *Airport Enterprise Fund*

Funding match required: *None*

Impact on other departments: *None – No impact on General Fund*

Summary of Revenue and Total Costs

FY 2019/20

Revenue	\$ 0
Direct Costs	\$ 143,051
Net Costs – Airport Enterprise Fund	<u>\$ 143,051</u>

6dl

Current Fiscal Year Budget Projection:

FY 2019-20 Budget Projection for Airports Capital Projects - Unit 5041 Division 5040				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated (Savings/Deficit)
Appropriations	\$ 2,930,000	\$ 11,970,001	\$ 11,970,001	\$0
Revenue	1,816,400	4,832,686	4,832,686	0
Net Cost	\$1,113,600	\$ 7,137,315	\$ 7,137,315	\$0

Sufficient appropriations are available in the FY 2019-20 capital budget to cover the net costs.

The current estimated total fiscal impact, including all phases of design and construction, are as follows:

	<u>Original Costs</u>	<u>Current Est. Costs</u>
Engineering & Environ./design:	\$ 960,417	\$ 960,417
Construction:	7,950,236	8,052,028
Construction management**:	1,312,550	1,455,601
Project administration:	107,070	107,070
Permitting Fees:	<u>264,493</u>	<u>127,864</u>
Total	<u>\$10,594,766</u>	<u>\$10,702,980</u>
FAA Grant Revenue	\$ 3,755,942	\$ 3,755,942
Caltrans Grant Revenue	\$ 100,000	\$ 100,000
Total Grant Revenue	<u>\$ 3,855,942</u>	<u>\$ 3,855,942</u>
Cost to Airport Enterprise Fund	<u>\$ 6,738,824</u>	<u>\$ 6,847,038</u>

***This award of contract only references the construction management services contract.*

Discussion:

Mead and Hunt, Inc. was selected through a request for qualifications selection process in August 2016 as one of the Department of Airports' Consultant for a five (5) year term, which complies with the guidelines of the Federal Aviation Administration (FAA) Advisory Circular 150/51000-14D, and in accordance with the Consultant Selection Process adopted by the Board of Supervisors (Board) on November 3, 1998. Although Mead and Hunt, Inc. was selected as the Department of Airports' Consultant for a five (5) term, each contract awarded during that period must be negotiated individually. Contracts exceeding \$200,000, either individually or cumulatively in a fiscal year, must be approved and awarded by the Ventura County Board of Supervisors. Any amendments to a Board-approved contract must also receive that Board approval.

6d2

On October 17, 2017, the Board of Supervisors authorized the Department of Airports to enter into a contract with Mead and Hunt, Inc., for the construction management services related to the Northeast Hangar Development located at the Camarillo Airport in the amount of \$1,312,550 (Attachment 2). The original contract is partially funded by Federal Aviation Administration (FAA) Airport Improvement Grant, (AIP) 3-06-0339-036-2017. The contract included typical construction management services such as construction administration, inspection, materials testing, record drawings, certified payroll review, Storm Water Pollution Prevention Plan monitoring and reporting as well as additional services to meet FAA grant assurance requirements.

The proposed First Amendment, in the amount of \$143,051, is requested to cover the various redesign costs required by permitting agencies, additional biological surveys to meet seasonal survey protocol, the review of several remaining contractor submittals, inspection costs for nine (9) additional work days added to the contract to accommodate the expansion of the infiltration system required by permitting, and a revised overall construction schedule. The cumulative increase to the original contract, should Amendment No. 1 be approved, will be approximately 11 percent. Though the majority of increased contract costs are FAA eligible, it is not anticipated that the FAA will increase the grant commensurately. However, potential savings in FAA eligible costs in other areas of the project may allow some reimbursement and will be determined at the end of project.

The work described in this letter is in line with the County of Ventura Strategic Plan, Focus Area 3, Strategic Goals 2 and 3 (Location Map, Attachment 3). Sufficient appropriations are available in the FY 2019-20 capital budget to cover the net costs.

If you have any questions regarding this item, please call Erin Powers at (805) 388-4205, or me at (805) 388-4200.



KIP TURNER, C.M.
Director of Airports

Attachments:

1. Amendment No. 1 to Contract
2. Contract
3. Location Map

**CONSULTING SERVICES CONTRACT: AEA 18-06
AMENDMENT of CONTRACT NO. 1**

**Camarillo Airport – CONSTRUCTION MANAGEMENT SERVICES FOR
CMA-195, NORTHEAST HANGAR DEVELOPMENT, PHASE 1**

The County of Ventura (County), and Mead and Hunt, Inc., (Consultant) enter into this agreement (Amendment) to amend the existing consulting services contract between them, entered into on October 25, 2017, for construction management services for the Northeast Hangar Development, Phase 1 at the Camarillo Airport (Contract).

County and Consultant desire to amend the terms of said existing Contract to allow for the additional time and work required as a result of permit-required changes to project design, additional biological surveys to meet seasonal survey protocol, the review of several remaining contractor submittals, inspection costs for additional work days added to the project, and a revised overall construction schedule.

NOW THEREFORE, County and Consultant agree as follows:

1. All provisions of the existing Contract remain in full force and effect except as expressly modified by this Amendment.
2. The following changes are made to the Contract:
 - a. EXHIBIT C, FEES and PAYMENT, paragraph A is deleted and replaced in its entirety with the following paragraph:

A. COUNTY shall compensate CONSULTANT on a time-and-expense basis not to exceed the amount of one million, three hundred forty-eight thousand, four hundred twenty-four dollars (\$1,348,424) to complete all services outlined in Sections 1 through 7 of the Scope of Services as detailed in Exhibit A. The schedule of hourly rates is fixed for the entire length of the contract period. No changes or adjustments will be allowed.
 - b. EXHIBIT B, TIME SCHEDULE, is modified as follows:

DELETE the following paragraph in its entirety which is the first paragraph of Exhibit B:

CONSULTANT will complete all work called for under Sections 1-7 in Exhibit A on a schedule submitted by the Construction Contractor and approved by COUNTY. Construction is expected to begin in October 2017 and be completed by December 1, 2018.

ADD the following paragraph:

CONSULTANT will complete all work called for under Sections 1-7 in Exhibit A on a schedule submitted by the Construction Contractor and approved by COUNTY. Construction began in December 2019 and is expected to be completed by December 31, 2020.
 - c. By this Amendment, the original total Contract amount of one million, three hundred and twelve thousand, five hundred and fifty dollars (\$1,312,550) is increased by *one hundred forty-three thousand,*

ATTACHMENT 1

6d4

fifty-one dollars (\$143,051), to a total of one million, four hundred and fifty-five thousand, six hundred and one dollars (\$1,455,601).

CONSULTANT: MEAD AND HUNT, INC.

Taxpayer No.: _____

Dated: _____

Print Name and Title

Dated: _____

Print Name and Title

COUNTY: County of Ventura

Dated: _____

Kip Turner, Director of Airports

6d5

October 26, 2017

Mead & Hunt, Inc.
Attn: Mr. Jeff Leonard, P.E.
1360 19th Hole Drive, Suite 200
Windsor, CA 95492

**Re: Notice to Proceed
AE No.: AEA 18-06; Camarillo Airport –Construction Management Services
for Northeast Hangar Development, Phase 1**

Jeff,

This letter is your Notice to Proceed. Exhibit B of the enclosed executed Contract indicates the schedule for completion of the work.

I have been assigned as Projects Administrator. You are advised to contact me on all matters pertaining to this project.

All correspondence and invoices should be sent to:

Department of Airports
Attn: Ms. Erin Powers
555 Airport Way, Ste. B
Camarillo, CA 93010

All invoices to be paid against this Contract must reference the AE Number shown above. If your Contract is based on hourly rates, personnel time records must be submitted with your invoice.

Sincerely,



Erin Powers
Projects Administrator

Enclosure

c: Accounting
File

ATTACHMENT 2

6d6

CONSULTING SERVICES CONTRACT
AEA No. 18-06
Camarillo Airport – CONSTRUCTION MANAGEMENT SERVICES For CMA-195,
NORTHEAST HANGAR DEVELOPMENT, PHASE 1
FAA AIP No: 3-06-0339-036-2017

This is a Contract, made and entered into this October ²⁵ 2017, by and between the County of Ventura, hereinafter referred to as COUNTY, and Mead and Hunt, Inc., 1360 19th Hole Drive, Suite 200, Windsor, CA 95492, hereinafter referred to as CONSULTANT. An Engineer of the firm is registered, licensed or certified by the State of California as a Civil Engineer, C-71754.

This Contract shall be administered for COUNTY by COUNTY's Department of Airports. Claims, disputes, or complaints to COUNTY under this Contract must be addressed to the Projects Coordinator located at 555 Airport Way, Suite B, Ventura, CA 93010 by certified mail return receipt requested. This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all previous and contemporaneous agreements, understandings and negotiations regarding the subject matter of this Contract. No modification, waiver, or amendment of this Contract is valid unless the same is in writing and signed by duly authorized representatives of both parties.

The parties hereto agree as follows:

1. COUNTY hereby retains CONSULTANT to perform services as provided in the "Scope of Services" attached and incorporated herein as "Exhibit A" and the "County of Ventura, Public Works Agency, Consultant's Guide to Ventura County Procedures" as amended ("Guide"), which is on file with the County of Ventura, Public Works Agency, and which by this reference is made a part hereof. This Contract shall take precedence over the Guide in case of conflicting provisions; otherwise they shall be interpreted together.
2. All work under this Contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule" attached and incorporated herein as "Exhibit B." COUNTY shall issue a suspension of the contract time whenever CONSULTANT is delayed by action or inaction of COUNTY and CONSULTANT promptly notifies COUNTY of such delays.
3. Payment shall be made monthly, within 30 days from when COUNTY receives an invoice, or 10 days from when COUNTY's Auditor-Controller's office receives the invoice, in accordance with the "Fees and Payment" terms attached and incorporated herein as "Exhibit C."
4. COUNTY, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.
5. This Contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by COUNTY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this Contract. If given written notice, COUNTY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of COUNTY and to all deductions provided for in this Contract. All money withheld, whether assigned or not, shall be subject to being used by COUNTY for completion of the work, should CONSULTANT be in default. Such professional services shall be actually performed by, or shall be immediately supervised by CONSULTANT.

**AEA No. 18-06
CONTRACT**

In performing these professional services, CONSULTANT is an independent contractor and is not acting as an agent or employee of COUNTY.

6. COUNTY retains the right to terminate this Contract for any reason prior to completion by notifying CONSULTANT in writing, and by paying charges accumulated prior to such termination. Such charges shall be limited to the maximum fee specified in "Exhibit C" for completion of any separately identified phase of the work which, at the time of termination, has been started by request of COUNTY.

7. On completion or termination of the Contract, COUNTY shall be entitled to immediate possession of, and CONSULTANT shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONSULTANT for this particular project prior to any termination. No documents prepared pursuant to this Contract or any modifications thereof shall be copyrighted by CONSULTANT or by COUNTY. CONSULTANT may retain copies of said original documents for CONSULTANT's files.

8. CONSULTANT is authorized to place the following statement on the drawings or specifications prepared pursuant to this Contract:

"This drawing (or These specifications), including the designs incorporated herein, is (are) an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on date. Any use, in whole or in part, for any other project without written authorization of MEAD and HUNT, Inc., shall be at user's sole risk."

9. Without limiting COUNTY's other available remedies or CONSULTANT's obligation to maintain Professional Liability insurance coverage under this Contract, if a construction change order is required as a proximate result of an error or omission of CONSULTANT in the preparation of the construction documents pursuant to this Contract, regardless of whether such error or omission was the result of negligence, the necessary amendment or supplement to the construction documents required for such change order shall be made by CONSULTANT at no additional charge to COUNTY.

10. Without limiting COUNTY's other available remedies, if a construction change order is required for the subject project as a proximate result of CONSULTANT's failure, in providing services pursuant to this Contract, to exercise that degree of skill that is customarily exercised by similar firms or professionals in the State of California when providing similar services with respect to similarly complex construction projects, there shall be charged to CONSULTANT a sum equal to the amount, if any, by which the reasonable cost of implementing the work by change order exceeds the amount it would reasonably have cost to do such work had such work been a part of the originally prepared construction documents ("CCO Charge"). COUNTY will withhold the amount of the CCO Charge from any amounts COUNTY then owes CONSULTANT ("Amount Payable") until COUNTY receives payment as a result of court judgment, arbitration award, or negotiated settlement. If the Amount Payable is less than the CCO Charge, CONSULTANT must pay COUNTY the difference between the Amount Payable and the CCO Charge. The foregoing provisions of this paragraph shall not apply to any construction change order which is the direct result of either (a) an order or direction of any regulatory agency having jurisdiction in the premises which changes or reverses a previous approval given by any such regulatory agency, or (b) the non-negligent failure of CONSULTANT to discover latent conditions in existing construction or under the surface of the ground after making a diligent effort to make such discovery.

11. This Contract is funded in part by a FAA Airport Improvement Program ("AIP") grant. Personnel performing services in the field during construction are required in accordance with Section 1770 et seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act) to be paid the higher of determinations of the general prevailing wages for various classes of workers in Ventura County as made by the California Director of Industrial Relations or the U.S. Secretary of Labor.

**AEA No. 18-06
CONTRACT**

12. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this Contract. During the term of this Contract CONSULTANT shall not employ or compensate personnel at the same time that such personnel are employed or compensated by COUNTY.

CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to COUNTY's subject project. This includes contracts and arrangements with manufacturers, suppliers, contractors or other third parties which possess or seek to obtain a financial interest related to COUNTY's subject project. In performing services under this Contract, CONSULTANT acknowledges that it may be subject to laws addressing financial conflicts of interest such as the Political Reform Act ("Act"), Government Code section 81000 et seq.

CONSULTANT shall comply with financial disclosure requirements under the Act as directed by COUNTY, and shall not engage in activities that may constitute a conflict of interest under applicable law.

13. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including COUNTY's boards, agencies, departments, officers, employees and agents (collectively "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract.

14. a. Without limiting CONSULTANT's duty to indemnify and defend COUNTY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:

- 1) Commercial General Liability insurance of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
- 2) Automobile Liability insurance of either a combined single limit of \$300,000 for each accident or all of the following: \$100,000 bodily injury per person, \$300,000 bodily injury per accident and \$50,000 property damage
- 3) Workers' Compensation insurance of \$500,000 in full compliance with California law for all employees of CONSULTANT.
- 4) Professional Liability (Errors and Omissions) insurance of \$1,000,000 coverage for each occurrence or \$2,000,000 in annual aggregate coverage.

b. CONSULTANT shall notify COUNTY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide COUNTY with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days' prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name COUNTY and its officials employees and agents as additional insured ("Additional Insureds") on CONSULTANT's general and automobile liability insurance policies.

All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. CONSULTANT agrees to waive all rights of subrogation against the Additional Insureds for losses arising directly or indirectly from the activities or work performed by CONSULTANT hereunder.

c. Notwithstanding subparagraph 14a, if the Professional Liability coverage is "claims made," CONSULTANT must, for a period of five (5) years after the date when the Contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract

AEA No. 18-06
CONTRACT

services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONSULTANT to COUNTY.

15. CONSULTANT shall sign and comply with the statement set forth in "Exhibit D," attached and incorporated herein. Where the word Contractor is used in "Exhibit D" it shall mean "CONSULTANT."

16. Disputes arising under or related to the performance of the Contract shall be resolved by arbitration unless COUNTY and CONSULTANT agree in writing, after the dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and implementing regulations at Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations.

The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law. Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said Chapter 4. Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340 – 1346 of Division 2 of Title 1 of the California Code of Regulations, the parties may mutually agree to waive representation by counsel. Prior to filing a Complaint in Arbitration, CONSULTANT shall exhaust its administrative remedies by attempting to resolve the dispute with COUNTY's staff in the following sequence:

Project Coordinator
Director of Airports (Director)

CONSULTANT shall initiate the administrative review process no later than thirty (30) days after the dispute has arisen by submitting a written statement describing the dispute and request for relief, along with supporting argument and evidence, to the Project Coordinator. CONSULTANT may appeal the Project Coordinator's decision in writing to the Director not later than seven (7) days after receipt of the Project Coordinator's decision. The Project Coordinator's and Director's decision shall be in writing. The Director's decision shall be the final decision.

CONSULTANT: Mead and Hunt, Inc.

Taxpayer No.: 39-0793822

Dated: 10-23-17

Jeffrey T. Leonard

Jeffrey T. Leonard, Vice President
Print Name and Title

Dated: 10/23/17

Robert A. Casagrande
ROBERT A. CASAGRANDE, VICE PRESIDENT
Print Name and Title

COUNTY: County of Ventura

Dated: 10/26/17

Todd McNamee
Todd McNamee, Director of Airports

EXHIBIT A

MEAD and HUNT, INC.
SCOPE OF SERVICES
FOR
CAMARILLO AIRPORT
CONSTRUCTION ADMINISTRATION SERVICES
FOR
PHASE 1 OF THE NORTHEAST HANGAR DEVELOPMENT

GENERAL PROJECT DESCRIPTION

- A. The County of Ventura (COUNTY) intends to construct Project CMA-195, Camarillo Airport – Northeast Hangar Development, Phase 1 (Project). The Project has been designed under a separate contract, with the COUNTY currently soliciting bids, followed by awarding a Construction Contract to one or more contractors (Construction Contractor). This Contract, between COUNTY and CONSULTANT, is for construction support, including observation and materials testing services, of the construction work on the designated Project.
- B. The Project detailed in Paragraph 1.A. above is funded by the Federal Aviation Administration (FAA) under Airport Improvement Program (AIP) Grant No. 3-06-0339-036-2017 and is subject to compliance to all FAA regulations and standards.
- C. Mead and Hunt, Inc. (CONSULTANT) shall exercise CONSULTANT's best judgment, guided by consultation with the COUNTY, in determining the balance between the needs of the COUNTY, the FAA design standards, the quality of construction, and the COUNTY funds available to achieve optimum construction of the Project.
- D. CONSULTANT shall assist the COUNTY in establishing the requirements for the Project and perform the professional services necessary to complete the Project.
- E. The Project consists of the following elements:
 - 1. Development of Hangar Rows A, B, and C

The three (3) hangar buildings will be situated north of the extended runway overrun. Hangar Row A will consist of seven (7) box hangars. Hangar Rows B and C will each consist of 17 T-hangar bays. Two (2) ADA-compliant restrooms will be located in Hangar Row B. The hangars will be constructed of a pre-engineered steel frame meeting California seismic requirements, enclosed with a metal panel wall and roof system, and a concrete floor slab. Electrical service will provide for interior and exterior lighting, power outlets, and automatic bi-fold doors. The hangars will be outfitted with a fire suppression system and alarm monitoring system in accordance with COUNTY requirements.

2. Construction of Hangar Taxilanes

The main taxilane for the development will be constructed within the existing runway overrun, parallel to the extended runway centerline, and will connect to existing Taxiway G1. Taxilanes will be constructed to serve Hangar Rows A-C, with pavement extended up to the hangars.

3. Construction of Utility Extensions

The hangar development will include construction and installation the following utilities:

- Water Supply and Fire Protection
- Sewer Service
- Electrical Service (Primary and Secondary)

4. Construction of Drainage Improvements

Drainage improvements will include the construction and installation of a system of catch basins and storm pipes that will be directed to an underground infiltration and detention facilities.

The Engineers Estimate of Probable Construction Cost is \$7,126,201.00.

F. The CONSULTANT team shall consist of the following subconsultant support:

- 1) Earth Systems Pacific – Materials testing for Quality Acceptance and Special Inspections
- 2) Stantec Consulting Services Inc. – Drainage and stormwater pollution prevention plan (SWPPP) Support
- 3) Water Resource Engineering Associates (WREA) – Water and Sanitary Sewer Support

G. The Bid Documents include a Project duration of 45 calendar days for the Mobilization Element and 310 Calendar Days for the Construction Element. Daytime work is anticipated for the majority of the Project with the exception of Work Area 3 which requires four (4) night shifts. The Mobilization Element is anticipated to begin in October 2017 with Construction completed by December 1, 2018.

CONSTRUCTION SERVICES PHASES

The scope of services to be provided by CONSULTANT is detailed as follows:

SECTION 1 PROJECT MANAGEMENT

Task 1.1 Project Management

Project management is a set of interrelated actions and processes performed by the CONSULTANT to identify, assemble, and employ appropriate resources to accomplish the Scope of Services.

The CONSULTANT will use correspondence and administration to accomplish project management, which is expected to include: development of Scope of Services, fee estimate, schedule, and agreement; assignment of appropriate staff and resources; monitoring of scope, budget, and schedule to determine status, action, and effort; invoicing and reporting (expected monthly).

A Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress. Work will be performed under the supervision of the PM, with the

assistance of office based engineering staff supporting the PM as appropriate, in addition to Construction Observation (CO) staff and subconsultant staff. The PM will review the Project on periodic site visits (up to four (4) anticipated) to attend progress meetings (in addition to site visits in Task 3.4 below).

The CONSULTANT will contact subconsultants if necessary for the Project work, and establish a preliminary schedule for their activities, arrange for security badges, and discuss site access.

In addition to attendance at the preconstruction meeting, each subconsultant will also provide a PM with the following anticipated site visits to attend progress meetings: Stantec (up to four (4) site visits) and WREA (up to four (4) site visits).

SECTION 2 PRE-CONSTRUCTION

Task 2.1 Pre-Construction Conference

CONSULTANT will arrange for and conduct the pre-construction conference. The PM and CO (defined below) will establish this meeting to review FAA and Project-specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include (as applicable) the COUNTY, representatives of FAA Airports District Office and Air Traffic Control, Construction Contractor, subcontractors, subconsultants, Airport tenants affected by construction, and utility companies. The CONSULTANT will provide / perform the following services under this task:

- a. Schedule meeting, provide meeting materials, and prepare pre-meeting exhibits and materials.
- b. Obtain and review the Project construction schedules from the Contractor or Contractors prior to presentation at the pre-construction conference. The COUNTY shall be provided with copies of all the construction schedules.
- c. Preside at the pre-construction conference, prepare a record of the conference, submit meeting minutes to the COUNTY for review and comment, and distribute the final meeting minutes to all attendees. CONSULTANT attendees to include PM, Architect of Record, Electrical Engineer of Record, CO, and Engineer II. Subconsultant attendees will include a representative from Earth Systems, WREA, and Stantec.

Task 2.2 Preparation of Construction Set and Permitting

The Metal Building Manufacturer for the Contractor will be providing engineered plans and calculations for submission to the COUNTY Division of Building and Safety. The Bid Documents will be required to be updated based on the actual building locations, which will vary slightly from the Bid Documents. CONSULTANT will update the base files with the exact hangar locations (and dimensions), and prepare an updated finish ground surface to update the Bid Set plans for the Construction Set of documents. These updates will include 2-D adjustments and slight adjustments to the finish ground surface may be necessary with the overall intent of the design remaining the same. Actual sheet numbers will also be updated based on the number of Contractor-provided plan sheets for permitting. Bid addendum items will be incorporated into the Construction Set. Please note, the Construction Set will not contain design changes that are not previously reflected in an addendum during the bidding process, unless specifically noted and discussed

with the COUNTY.

Task 2.3 Review Submittal/Shop Drawings for Compliance

CONSULTANT will review Shop Drawings and Contractor submitted certificates for compliance with design concepts. It is expected that up to 89 Shop Drawings (submittals) will be reviewed. The budget assumes half of the submittals will require resubmittal. The costs for resubmittals, in excess of two (2) submittals, will be the responsibility of the Contractor as stated in the Bid Documents.

Task 2.4 Prepare Construction Management Plan (CMP)

The CONSULTANT will obtain the Contractor's Quality Control (QC) Plan and will then prepare the Construction Management Plan (CMP). The CMP combines data from the QC Plan with information of Project responsibilities from the COUNTY and CONSULTANT. The CMP will outline the submittal requirements and materials testing requirements, as set forth in the construction documents and contained in Federal Advisory Circular 150/5370-10G. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing. A preliminary copy of the CMP will be submitted to the COUNTY and FAA for approval. After FAA review, the CMP will be revised if needed, and issued to the Contractor for use during the Project. A Quality Control (QC)/Quality Assurance (QA) workshop will be held in accordance with FAA General Provisions 100-01. The PM and CO will attend the QC/QA workshop.

Task 2.5 Prepare Project Files

The CONSULTANT will verify that the construction contracts are in order, the Contractor has met the Disadvantaged Business Enterprise (DBE) goals (if applicable) or made a good-faith effort towards meeting the goals, and that the Contractor has provided proof of insurance and the bonds have been completed.

The quantity sheets, testing sheets, FAA reporting documents, and construction report format will be prepared on CONSULTANT standard forms or COUNTY-provided forms. Contractor will be provided with electronic copies of the construction set of plans and specifications.

The CONSULTANT will prepare project files for use during the Project.

Section 2 Deliverables

- 1) Pre-Construction Meeting Minutes – Electronic files to COUNTY and attendees.
- 2) Construction Management Plan – Electronic files to COUNTY.
- 3) Construction Set for Permitting – Six (6) full size sets for initial and final submissions (12 total).
- 4) QC/QA Workshop Meeting Minutes – Electronic files to COUNTY and attendees.

Section 3 – Construction Administration Services

Task 3.1 Construction Administration

The CONSULTANT agrees to provide Construction Administration Services required for the execution of the contracted work as detailed below.

The PM will provide the following services:

- Provide interpretation of plans and specifications.
- Check construction activities to obtain compliance with plans and specifications.
- Review and provide comment on Project compliance issues for quality control testing performed by the Contractor.
- Supervise and coordinate subconsultant contracts for field inspection and testing.
- Verify that all testing required by the specifications is performed, and review all materials reports prepared in accordance with the Construction Management Plan.

Task 3.2 Requests for Information (RFIs) and Change Orders

Preparation of written responses to Contractor RFIs to clarify design intent. Assist with preparation of change orders, which include a cost estimate, cost/price analysis, and preparation and/or negotiation of necessary interpretations and clarifications, additions and deletions to change orders, and supplemental agreements, as required. Change orders shall be submitted to the COUNTY for review. Up to 36 RFIs and up to six (6) change orders are anticipated for the Project.

Task 3.3 Agency Coordination

This task includes the necessary coordination with the various agencies including COUNTY Building and Safety, Southern California Edison, and City of Camarillo for the various elements of work included in the Project design.

Task 3.4 Site Visits During Construction

The PM will review the Project on periodic site visits (up to 12 anticipated) to monitor construction activities from the beginning of the Mobilization Element through substantial completion of the Construction Element. The Electrical Engineer of Record will make up to two (2) site visits, the Architect of Record will make up to one (1), and Engineer II will make up to one (1) visit during construction.

Each subconsultant will also provide site visits as follows: Stantec (up to eight (8) site visits) and WREA (up to three (3) site visits).

Task 3.5 Weekly FAA progress reports

Review and submit weekly reports prepared by the CO as to the progress of the Project. Up to 50 weekly reports are anticipated.

Task 3.6 Pay Estimate Review

All pay estimates prepared by the CO will be reviewed and an explanation of variation between the Contract and pay quantities (if any) will be provided. The COUNTY-required pay application forms will be utilized. Up to 14 pay applications are anticipated.

Task 3.7 Certified Payroll and Davis Bacon Requirements

Review Contractor submitted payroll reports and monitor Contractor's compliance with paying employees, per the Davis-Bacon Act requirements.

Task 3.8 DBE Program Annual Reporting

As part of the federal grant assurances under the AIP, recipients are required to report annual achievements

for the DBE program in accordance with 49 CFR Part 26 for work performed using federal grant funds. This requirement applies to recipients who will award or anticipate awarding prime contracts exceeding \$250,000 in FAA funds during a federal fiscal year. The COUNTY uploaded the DBE Part 26 Program to the DBE Connect System on May 24, 2017 and started using the program at that time. Included with the program is

Section 26.11.

Section 26.11 Record Keeping Requirements Reporting to

DOT: 26.11

You must continue to provide data about your DBE Program to the Department as directed by DOT operating administrations.

CONSULTANT will report DBE participation to DOT/FAA as follows:

Transmit to FAA annually on December 1, the "Uniform Report of DBE Awards or Commitments and Payments" through the DBE Connect System. The report will include all payment information made to prime contractors and subcontractors DBE and Non-DBE.

Included in this task is:

3.8.1 Background and Research

The CONSULTANT will assist the COUNTY with reporting of the DBE Program for FFY 2017 and FFY 2018 (through anticipated duration of the Project). In order to accomplish these tasks the CONSULTANT will need to research available information and documents in order to gain the necessary background in order to complete the tasks. Included in this effort are:

- Review of payment information provided to prime.
- Review of payment information made to subcontractors.
- Review of subcontractor list.
- Verification/Identification of the DBE Contractors.
- Review certified payment information to DBE and Non-DBE.
- Research final payment certification and lien release.
- Interview(s) with DBE/COUNTY.

3.8.2 Project Administration, Coordination, and Communication

CONSULTANT will manage our designated services and administer the Project. The CONSULTANT will provide coordination and communication throughout the course of this agreement as to the status of the Project and any questions or issues that arise. The CONSULTANT will assist the COUNTY in coordinating a consultation meeting in accordance with DBE program development. All communication will be done via telephone conferencing and electronic mail. This will include coordination between the COUNTY and the regional FAA Office of Civil Rights. The CONSULTANT will provide other coordination with other agencies as necessary. Project design will is also included in this task.

This task will also include coordination and uploading of information through the DBE Connect System. The CONSULTANT will coordinate with FAA/ACR and the COUNTY to gain access through the system

for the aforementioned purposes.

3.8.3 DBE Program Reporting

The CONSULTANT will use the information gathered to assist the COUNTY in reporting the DBE accomplishments for the Airport.

Section 3 Deliverables

- 1) Review of Contractor submittals – Electronic files to COUNTY and Contractor.
- 2) Weekly FAA Progress Reports – Electronic files to the COUNTY and FAA.
- 3) Monthly Contractor Pay Requests – Electronic files to the COUNTY.
- 4) Change Orders – Electronic files to the COUNTY, Contractor, and FAA.
- 5) Certified Payroll Review Analysis Reports – Electronic files to the COUNTY.
- 6) Coordinate and complete the Uniform Report of DBE Commitments/Awards and Payments through the DBE Connect System.

Section 4 – Construction Observation

Task 4.1 Construction Observation

This task will include construction observation, material testing during construction, and on-site construction administration for the duration of the Project. Consultant must provide a full time dedicated construction observer (CO) to this Project. The CO will have experience with building, civil, and electrical improvement-type projects as required for the Project. The CO will work with the PM to oversee the construction progress throughout the Project. The duration is anticipated to be 310 contractual calendar days plus an additional 30 days to anticipate COUNTY-approved construction extensions.

The budget for CO has been developed based upon the Construction Contractor working 278 work shifts, including one (1) weekend day every other week, with a 10.5 hour work day. Two (2) additional days were allotted for the CO at the beginning and end of construction for set-up and clean-up, for a total of 280 days.

A CO will be on-site, as outlined in the construction observation schedule, to coordinate and schedule staff, answer questions, observe quality control activities, and record as-built changes. The CO will report non-compliance issues to the COUNTY.

The CO shall maintain a construction diary to record the construction history of the Project. The diary will be made available to the COUNTY upon request for review during inspections or visits. The Project diary will include, but not be limited to, the following information: weather conditions, job site conditions, work in progress, general location of work, equipment in use, Contractor's work force and hours worked, delivered materials, tests performed, failed tests (if any) and action taken, instructions to Contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and any delays to construction and the reason for delays.

Construction Observation services will include (as applicable), but are not limited to, the following:

- a. Review and check layout and surveys conducted by the Contractor in accordance with the plans and specifications.

- b. Check construction activities for compliance with plans and specifications.
- c. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- d. Evaluate the Contractor's suggestions on Drawings or specifications modifications and report those suggestions to the COUNTY and Engineer-of Record.
- e. Acquire field measurements.
- f. Monitor the Contractor's compliance with the Construction Safety and Phasing Plan and immediately bring any non-compliance issues to the attention of the Contractor.
- g. Monitor Contractor's compliance with the Contractor's Quality Control Program.
- h. Establish and conduct weekly construction progress meetings with the Contractor to discuss work progress and pertinent construction issues such as schedules, pavement closures, quality acceptance testing coordination, secured area access, and the need for traffic control or gate guards.
- i. Prepare the COUNTY and FAA with weekly construction progress and inspection reports.
- j. Review Contractor's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates and conduct labor interviews.
- k. Prepare and coordinate any necessary change orders, which shall include a cost estimate, cost/price analysis, and record of negotiations. Prepare and negotiate all necessary interpretations and clarifications, additions and deletions to change orders, and supplemental agreements as required. Copies of the change order(s) shall be submitted to the COUNTY and the FAA for approval and signature before proceeding with the work. Change orders that require new design elements is not included in this scope of services.
- l. Prepare and submit periodic estimates, including the final estimate, during the construction project. Determine the amount owed to the Contractor and recommend those payment amounts in writing to the Contractor. Submit periodic payment recommendations to the COUNTY for concurrence and the FAA for federal participation payment requests. The payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the CONSULTANT's best knowledge, information, and belief, the quality of such work is in accordance with the Contract. The CONSULTANT, as an experienced and qualified professional, will make payment recommendations from information provided by the Contractor, reviewed from payment applications and accompanying data and schedules, and/or measured in the field.
- m. Receive from Contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, etc.
- n. Conduct an inspection to determine if the work is completed and ready for final acceptance. After consultation with the COUNTY, the CONSULTANT will furnish the Contractor with a list of items that were observed and require completion or correction, prior to final acceptance.

Relocation of staff for Project-specific work. This type of Project requires construction observation staff with experience in the construction oversight of pavement reconstruction projects. For this reason, CONSULTANT staff will relocate for the duration of the Project. This scope assumes the work will be

completed without a single winter shutdown. The travel and per diem cost included in the proposal are as follows as defined by GSA guidelines:

- a. Food Per Diem – Fixed rate of \$64 per day, seven (7) days a week, for duration of the Project.
- b. Lodging – Actual cost per day +15% markup, seven (7) days a week for duration of Project. Fee estimates extended stay rate of \$140 per day.
- c. Auto Rental – Actual cost per day +15% markup, seven (7) days a week for duration of Project. Fee estimates extended rental rate of \$50 per day.

Section 5 – Materials Testing

Task 5.1 Materials Testing

The materials testing services shall be performed by Earth Systems Pacific as a subconsultant to the CONSULTANT in conformance with the Project specifications, under a subconsultant agreement with the CONSULTANT. The CONSULTANT will be responsible to coordinate and schedule QA materials testing with Earth Systems Pacific throughout the Project duration.

Make necessary acceptance tests in accordance with the cited requirements and standard methods of FAA, ASTM, and AASHTO; record all test results on the appropriate forms; prepare a summary and disposition of all testing and materials inspection; record all deviating tests; conduct materials inspections and acceptance tests required by the FAA and observe and evaluate all such tests made by the Contractor in the field and laboratory as necessary in accordance with plans and specifications; and monitor Contractor's performance of the required quality control tests and furnish copies of all test reports to the COUNTY. Any non-compliance issues shall immediately be reported to the Contractor and COUNTY.

This scope assumes the following materials testing and construction administration support by Earth Systems Pacific:

- Item A-110, Demolition and Removals: Density and Moisture testing
- Item A-115, Pavement Pulverization and Recycled Base: Density, moisture and gradation testing
- Item A-120, Hangar Subsurface Stabilization: Density and Moisture testing
- Item P-152, 155 Excavation, Subgrade, Embankment: Density and Moisture testing
- Item P-155 Lime Treated Subgrade: Density and Moisture testing
- Item P-209, Crushed Aggregate Base: Density and Moisture testing
- Item P-401, Hot Mix Asphalt: Test section and Production Paving Quality Assurance
- Item D-754, Structural Concrete: Compressive Strength Testing
- Item A-221, Infiltration/Detention Basins: Density and Moisture testing
- Item D-752 Cast-in-Place Stormwater Diversion Structure: Compressive Strength Testing
- Item A-301, Sanitary Sewer Improvements: Density and Moisture testing
- Item A-321, Water Distribution Improvements: Density and Moisture testing

- Item A-500, Hangar Foundations: Compressive Strength Testing and Special Inspections
- Item A-510, Hangar Building: Special Inspection for Bolting

Section 5 Deliverables

- 1) Quality Acceptance Reports – Electronic files to COUNTY and Contractor.

Section 6 – SWPPP Monitoring and Reports

Task 6.1 SWPPP Assistance

The SW PPP Monitoring and Reporting services shall be performed by Stantec as a subconsultant to the CONSULTANT.

1. Provide assistance with preparation of Notice of Intent and processing SWPPP through SMARTS system.
2. Provide inspections and reporting as outlined below throughout the duration of construction. It is our understanding that the construction duration is expected to last nine (9) months. The required weekly rain inspections must be conducted by a QSP, or a trained designee. The services provided will be in accordance with the provisions of the developed SWPPP and the construction general permit to identify failures and shortcomings and to inform you or your agents such that repairs or design changes to Best Management Practices (BMPs) can be implemented.
 - a. Weekly Monitoring – The QSP will conduct weekly inspections and observations to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. These weekly inspections will be recorded and documented per the Construction Site Monitoring Program (CSMP).
 - b. Rain Event Action Plan (REAP) – When a likely precipitation event (equal to or greater than 50% chance of any precipitation per NOAA), the QSP will prepare a REAP and make it available onsite no later than 24 hours prior to the likely precipitation event to ensure that the REAP can be implemented in advance of any precipitation. In addition to the preparation of the REAP document, the QSP will conduct a visual site inspection prior to the likely precipitation event to inspect implemented BMPs. The REAP and pre-storm inspection and record keeping will be conducted in compliance with the CSMP detailed in the SWPPP. Based on our experience, we estimate that up to ten (10) REAPs may be necessary and have included that within our proposal cost.
 - c. Rain Event Monitoring and Field Sampling – In accordance with CGP requirements, the QSP will conduct a visual site inspection, monitoring and field sampling every 24-hour period of a qualifying rain event to ensure BMPs are functioning properly. A qualifying rain event is one that produces a minimum of 0.50" of precipitation within a period of 48 hours or more between rain events. At a minimum, three (3) effluent samples will be collected for each discharge location and analyzed for pH and turbidity utilizing a calibrated portable instrument. The sampling locations will be established during Erosion Control Plan preparation. Based on our experience, we estimate that up to five (5) field sampling visits for qualifying rain events may be necessary and have included that within our proposal cost.

- d. **Post Rain Event Monitoring** – Within 48-hours of each qualifying rain event, the QSP will conduct a post rain event site inspection to identify whether BMPs were adequately designed, implemented, and effective, and to identify additional BMPs, if necessary. Records of the post rain event inspection will be prepared in accordance with the CSMP.
- e. **Quarterly Monitoring** – On a quarterly basis, the QSP will conduct visual monitoring of the site in conjunction with weekly inspections to inspect each drainage area for the presence of (or indication of prior) unauthorized and authorized non-storm water discharges and their sources. Documentation of the quarterly monitoring will be prepared per the CSMP.
- f. **Annual Reporting** – The QSD will prepare Annual Reports and assist in the electronic submittal which shall be posted no later than September 1 of each year, and at Project completion. The Annual Report will consist of:
 - 1) A summary and evaluation of all sampling and analysis results, including copies of laboratory results, if any.
 - 2) The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical method.
 - 3) A summary of all corrective actions taken during the reporting year.
 - 4) Identification of any compliance activities or corrective actions that were not implemented.
 - 5) A summary of all violations of the General Permit.
 - 6) The name of individual(s) who performed the inspections, sampling, visual observations, inspections, and measurements.
 - 7) The date, place, time of facility inspections, sampling, visual observations, inspections, and measurements, including precipitation.
 - 8) The visual observations and sample collection exception records and reports specified in the CGP.
- g. **Notice of Termination (NOT)** – The CGP requires the filing of a NOT when construction is complete and final stabilization has been achieved. The QSP will monitor the stabilization effort and will document the progress. The State Water Resources Control Board will consider a construction site complete when all the following conditions have been met:
 - 1) For purposes of "final stabilization" the site will not pose any additional sediment discharge risk than it did prior to the commencement of construction activity;
 - 2) There is no potential for construction-related storm water pollutants to be discharged into site runoff;
 - 3) Final stabilization has been reached;
 - 4) Construction materials and wastes have been disposed of properly;
 - 5) Post-construction storm water management measures have been installed and a long-term maintenance plan has been established;

- 6) All construction-related equipment, materials and any temporary BMPs no longer needed are removed from the site; and
- 7) The site has attained final stabilization by the 70% final cover method.

Section 7 – Biological Protocol-level Surveys for Western Burrowing Owl

Task 7.1 Biological Survey

The biological survey services shall be performed by Stantec as a subconsultant to the CONSULTANT. Based on previous knowledge of the biological conditions at the Airport, there is a high probability that either burrowing owls or their habitat are present on the site. Owls have previously been documented utilizing burrows in the infield portion of the Airport.

Given the current timeline, it will not be possible to conduct burrowing owl survey during the 2017 breeding season, which stretches from February 15 to August 31. However, the protocol described in the CDFW 's '2012 Staff Report on Burrowing Owl Mitigation' (CDFW Staff Report) stipulates that non-breeding season surveys may be conducted outside that timeframe. As prescribed by the CDFW Staff Report, subconsultant biologists will conduct four (4) separate visits of the Airport Project site, spread evenly throughout the non-breeding season, to survey for burrowing owls. Subconsultant biologists will conduct transect surveys of the Project area and a surrounding 150 meter buffer zone, inspecting all portions of the survey area identified as suitable habitat for burrowing owls. Per the CDFW Staff Report guidelines, transects will be spaced between 7 and 20 meters apart, depending on vegetation and terrain. Presence of owls, potential burrows used by owls, and signs of owls will be recorded and mapped.

Based on the results of the surveys, subconsultant will engage the CDFW in informal consultation to obtain the agency's concurrence that the methodology employed for the non-breeding season surveys is sufficient for planning and mitigation purposes for the Project. However, it is possible that the CDFW may require additional surveys during the breeding season. The CDFW Staff Report dictates that four (4) separate surveys should be conducted during the breeding season, that the initial survey be conducted prior to April 15, that at least one (1) survey should be conducted after June 15, and that surveys be conducted at least three (3) weeks apart. The cost for these additional surveys is not included in this proposal.

Task 7.2 Burrowing Owl Survey Report

Within four (4) weeks following completion of the final survey for burrowing owl, subconsultant will submit a report documenting the results of the focused surveys. The report will include maps depicting recorded observations of owls and their sign.

Section 7 Assumptions

- Subconsultant will conduct four (4) surveys for burrowing owl. If additional surveys are required, a separate scope and cost will be submitted upon request.
- Subconsultant will make revisions to the Burrowing Owl Survey Report based on two (2) rounds of client comments; however, the scope and costing assumes that the initial round of revisions will be the most substantial, and the second will be relatively minor.

- The COUNTY will provide a consolidated set of comments for each round of revision and client comments will be provided electronically, in 'review' mode.

Section 8 – Post Construction Services

Task 8.1 Final Inspection and Documentation

8.1.1 Final Inspection

CONSULTANT will schedule and conduct a final inspection with the COUNTY, Contractor and FAA representatives to determine whether the Project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the Contractor a list of those items. CONSULTANT team for final inspection will include PM, Architect of Record, and Electrical Engineer of Record. Subconsultant team for final inspection will include a representative from WREA and Stanec.

8.1.2 Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items discovered during final inspection, and will forward the correspondence to the Contractor. It will state the items in need of correction and will request a schedule for completion. The CONSULTANT will send a copy to the COUNTY and may include a copy in the Final Construction Report. Construction observation for remedy of punch list items is assumed within the days allotted in Task 4.1

8.1.3 Final Construction Certifications

Once all of the punch list items have been completed to the satisfaction of the COUNTY and FAA, the CONSULTANT will prepare a COUNTY Certification of Final Construction Acceptance for the Project, to be signed off by the COUNTY. This certification will also be included in the Final Construction Report.

Task 8.2 Record Drawings and Equipment Manuals

8.2.1 Record Drawings

The CONSULTANT, Contractor, and any subcontractors (Project Team) will collaboratively assemble the Project Record Drawings. The Record Drawings will detail field constructed conditions included as part of this Project and will include any field surveying required to compute final quantities. Any Drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in both digital and hardcopy format.

8.2.2 Equipment Manuals

The Project Team will collaboratively assemble the equipment operation manuals for the Project. The Project equipment manuals will be collected and bound into one (1) document for use by the Airport. The COUNTY shall receive two (2) copies of the bound document.

Task 8.3 Final Construction Report (FCR)

Once the Project is complete, an FCR will be prepared and assembled in conformance with FAA standards and requirements. Components of the report will include a summarization of the Project description, Project

pay requests, change orders, Project certifications, documentation of final Project acceptance, and test results for any material testing performed during construction. As part of this task, the Project closeout will be coordinated with the COUNTY and FAA.

Task 8.4 Airport Layout Plan Record Drawing Update

The airport planning services shall be performed by Coffman and Associates (the COUNTY's selected Airport planning consultant) as a subconsultant to the CONSULTANT. The Airport Layout Plan (ALP) will be updated with the Project-specific improvements as a result of the Project. A draft ALP will be prepared for COUNTY and FAA review followed by a final copy for signatures.

Task 8.5 Update Airfield Pavement Management Plan

CONSULTANT will update the previous APMS report and add the new pavement as a result of the Project improvements. The methods and techniques used in preparation of the APMS shall be in conformance with FAA AC 150/5380-7B, "Airport Pavement Management Program." The APMS update will include the following:

1. Conduct a visual condition survey of airfield pavement areas to identify and quantify pavement distress.
2. Generate current Pavement Condition Index (PCI) ratings for each paved area identified, based upon the Visual Condition Survey, the CONSULTANT's judgment of the pavement condition, and PaveAir software. Prepare an AutoCAD drawing that graphically shows condition ratings of the pavement.
3. Based upon the results of the pavement inspection and analysis, prepare pavement maintenance, rehabilitation, and repair recommendations for the next five (5) years.
4. CONSULTANT to prepare draft report detailing analysis and recommendations for COUNTY review. The APMS report will include a discussion of the existing pavement sections and a summary of subsurface material properties, pavement distresses, pavement condition ratings, maintenance and repair recommendations, and associated cost estimates. Drawings will be included depicting Pavement Features and Pavement Condition Ratings.
5. After the COUNTY's review, CONSULTANT shall incorporate COUNTY's comments, finalize, and provide copies of the final report and an electronic copy to the COUNTY.

Section 8 Deliverables

- 1) Final inspection letter – Electronic file.
- 2) Final Construction Report – Three (3) bound copies and electronic file.
- 3) Record Drawings – Reproducible hardcopy and electronic files.
- 4) Draft and Final Record Drawing ALP – Reproducible hardcopy and electronic files.
- 5) Draft and Final APMS Report – Three (3) bound copies and electronic files.

RESPONSIBILITIES OF COUNTY

This Scope of Services and compensation are based on the COUNTY performing or providing the following:

- 1) Issue Notices to Airmen (NOTAMs) and announcements regarding the impact of the Project on aviation activities.
- 2) Guarantee access to and make all provisions for the Engineer to enter upon public land as required for the Engineer to perform his work under this Agreement.
- 3) Examine all documents requested by the COUNTY and presented by the CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
- 4) Preparation of reimbursement requests from grant projects.

EXCLUDED SERVICES

The following services are excluded from this scope of services, but may be added if desired by the COUNTY:

- 1) Services not outlined above.

EXHIBIT B

TIME SCHEDULE

CONSULTANT will complete all work called for under Sections 1-7 in Exhibit A on a schedule submitted by the Construction Contractor and approved by COUNTY. Construction is expected to begin in October 2017 and be completed by December 1, 2018.

CONSULTANT will complete the work called for under Section 8 within 30 working days of the receipt of a copy of the Notice of Completion filed by COUNTY.

Time during which CONSULTANT is delayed by any public agency reviewing the Contract or by COUNTY for any reason and not occasioned by acts or omissions of CONSULTANT shall not be included in the above time limitations if CONSULTANT gives prompt notice of delays when they occur.

END OF EXHIBIT B

EXHIBIT C

FEES and PAYMENT

I. FEES

- A. COUNTY shall compensate CONSULTANT on a time-and-expense basis not to exceed the amount of one million two hundred five thousand three hundred seventy-three dollars (\$1,205,373) to complete all services outlined in Sections 1 through 7 of the Scope of Services as detailed in Exhibit A. The schedule of hourly rates is fixed for the entire length of the contract period. No changes or adjustments will be allowed.
- B. COUNTY shall compensate CONSULTANT at the lump sum amount of one hundred seven thousand one hundred seventy-seven dollars (\$107,177) to complete all services outlined in Section 8 of the Scope of Services as detailed in Exhibit A.

II. PAYMENTS. COUNTY will make payments to CONSULTANT as follows:

- A. Progress payments for fees due under Paragraph 1.A and Paragraph 1.B above will be made monthly on presentation of an invoice for work actually completed on authorized services. Payments will be processed within thirty (30) days of receipt of invoice by the Department of Airports or ten (10) days from receipt of the Department of Airports' approved invoice by the Auditor-Controller's office. Each pay element will be limited to 80% of the element total until all work for that element is complete.

END OF EXHIBIT C

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FEE SCHEDULE
MEAD and HUNT, Inc.
Western Standard Billing Rate
Schedule Effective thru 2018

Standard Billing Rates

Clerical.....	\$65.00 / hour
Interior Designer, Technical Editor.....	\$106.00 / hour
Senior Editor	\$156.00 / hour
Registered Land Surveyor.....	\$120.00 / hour
Accounting, Administrative Assistant.....	\$98.00 / hour
Technician I, Technical Writer	\$91.00 / hour
Technician II, Surveyor - Instrument Person.....	\$106.00 / hour
Technician III.....	\$114.00 / hour
Technician IV.....	\$132.00 / hour
Senior Technician.....	\$152.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$115.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$125.00 / hour
Engineer III, Scientist III, Architect III, Planner III.....	\$140.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist	\$157.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$190.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$220.00 / hour
Senior Associate.....	\$300.00 / hour
Principal	\$300.00 / hour
Senior Client/Project Manager	\$300.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage.....	\$ IRS rate / mile*
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* the current IRS rate as of Feb. 2, 2017 is: 53.5 cents per mile

Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

END OF EXHIBIT C-1

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**FEDERAL CONTRACT PROVISIONS
FOR PROFESSIONAL SERVICES (A/E) CONTRACTS**

The following provisions, if applicable, are hereby included in and made part of the attached Contract between COUNTY OF VENTURA (COUNTY) and MEAD AND HUNT, INC. (CONSULTANT).

It is understood by COUNTY and CONSULTANT that the FAA is not a part of this Contract and will not be responsible for Project costs except as should be agreed upon by COUNTY and the FAA under a Grant Agreement for the Project.

1. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333)

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

2. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101)

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

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

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Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- Only installing steel and manufactured products produced in the United States; or
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic products
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To furnish US domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

<u>10-23-17</u> Date	<u>Jeffrey T. Kennel</u> Signature
<u>Mead + Hunt, Inc</u> Company Name	<u>Vice President</u> Title

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

<u>10-23-17</u> Date	<u>Jebby T Lenz</u> Signature
<u>Meads Hunt</u> Company Name	<u>Vice President</u> Title

4. CIVIL RIGHTS PROVISIONS- GENERAL. (Reference: 49 USC § 47123)

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

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property, real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- 1). **Compliance with Regulations:** The CONSULTANTS will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2). **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3). **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4). **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 5). **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6). **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- 1). 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);
- 2). 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4). Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6). Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7). The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- 8). Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9). The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10). Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12). Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 etseq).

6. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The CONSULTANT, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The CONSULTANT will accomplish this by:

- 1). Checking the System for Award Management at website: <http://www.sam.gov>
- 2). Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3). Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

7. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

CONSULTANT and subcontractors agree:

- 1). That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

- 2). To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3). That, as a condition for the award of this contract, the CONSULTANT or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4). To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

1). Overtime Requirements.

The CONSULTANT or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

3). Withholding for Unpaid Wages and Liquidated Damages.

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

4). Subcontractors.

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

9. DISADVANTAGED BUSINESS ENTERPRISES

- 1). **Contract Assurance** (§26.13) - The CONSULTANT and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 2). **Prompt Payment** (§26.29) - The CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the CONSULTANT receives from COUNTY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the COUNTY. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference: 49 CFR part 20, Appendix A)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

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

13. RIGHT TO INVENTIONS (Reference 49 CFR part 18.36(i)(8))

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

14. TERMINATION OF CONTRACT (Reference: 49 CFR § 18.36(i)(2))

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

e. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION (Reference: 49 CFR part 30)

The CONSULTANT or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONSULTANT or subcontractor who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the COUNTY cancellation of the contract at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the COUNTY if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

6d38

16. TEXTING WHEN DRIVING (References: Executive Order 13513, and DOT Order 3902.10)

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

The CONSULTANT must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The CONSULTANT must include these policies in each third party subcontract involved on this project.

17. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must 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 Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

Date: 10-23-17 Executed at (city/state): Windsor, California

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Jeffrey T. Leonard, Vice President for Mead & Hunt, Inc
Signature / Title (Company Representative)



LOCATION MAP



1. Development of the NE Aircraft Apron, Phase 1

ATTACHMENT 3

6d40

MONTHLY ACTIVITY REPORT

Month ending November 30, 2019

Hangars and Tie-downs:

Camarillo				Oxnard					
		Inventory	Occupied	Available			Inventory	Occupied	Available
Hangars				Hangars					
Private	170	170	0	Private	55	55	0		
County	125	112	13	County	69	67	2		
Total	295	282	13	Total	124	122	2		
Tie-downs				Tie-downs					
County	96	84	12	County	7	4	3		
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	7				
Total	191	132	24	Total	37	21	16		

Airport Operations:

Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	13,527	6,308	Current Month	3	0
Last year for the month	10,200	4,937	Current year to date	43	15
% Change	33%	28%			
Current year to date	139,109	65,757			
Last year to date	129,004	68,000			
% Change	8%	-3%			

Other:

	Camarillo	Oxnard
Citations issued	0	0
Cards issued to transient overnight aircraft	28	4
Noise/nuisance compliants	1	1
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	106	24

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

8al

MONTHLY ACTIVITY REPORT

Month ending December 31, 2019

Hangars and Tie-downs:

Camarillo				Oxnard					
		Inventory	Occupied	Available			Inventory	Occupied	Available
Hangars				Hangars					
Private	170	170	0	Private	55	55	0		
County	125	112	13	County	69	67	2		
Total	295	282	13	Total	124	122	2		
Tie-downs				Tie-downs					
County	96	84	12	County	7	4	3		
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	7				
Total	191	132	24	Total	37	21	16		

Airport Operations:

Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	10,242	5,339	Current Month	0	1
Last year for the month	11,594	5,798	Current year to date	43	15
% Change	-12%	-8%			
Current year to date	149,351	71,096			
Last year to date	140,598	73,798			
% Change	6%	-4%			

Other:

	Camarillo	Oxnard
Citations issued	0	0
Cards issued to transient overnight aircraft	9	3
Noise/nuisance compliants	0	3
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	109	26

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

8a2

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
11/26 9:30am Clear	Noise	O	UNK	50 Block Caleta Drive, Camarillo, 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 contacted if able

**** 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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November, 2019

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
11/25 12:25pm Clear	Noise	T&G	Cessna	5500 Block West 5 th Street, 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 contacted if able

**** 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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November, 2019

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 contacted if able

**** 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

863 December, 2019

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
12/2 11:30am Clear, Calm	Noise	T&G	Cessna	5500 Block West 5 th Street, Oxnard, CA	1	2	***	N/R
12/14 11:40am Clear, Calm	Noise	O	Bonanza	5500 Block West 5 th Street, Oxnard, CA	1	2	***	N/R
12/28 9:45am Clear, Calm	Noise	T&G	Cessna	South G Street and West 5 th Street, 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 contacted if able

**** 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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December, 2019



CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update:

- “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 of the aviation demand forecasts with the FAA pending airport staff review and comment.
- 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 November 2019.

OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update:

- The Consultant worked with airport staff to provide information and data to the FAA for the forecast re-submittal process.
- Airport staff coordinated the revised re-submittal of the forecasts related to the ultimate critical aircraft with the FAA on November 5, 2019.
- The FAA has approved the re-submitted forecasts in a letter dated December 3, 2019.

Upcoming Action Items:

- Coordination and review of the “draft” Narrative Report and “draft” ALP Drawing set with airport staff and ultimately the FAA.

Project Percent Complete: The study is 93.4 percent complete through November 2019.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 20-01)

Status Update:

- The Consultant took part in the annual Airport Capital Improvement Program (ACIP) meeting with airport staff and the FAA on November 12, 2019.
- The Consultant has assisted airport staff with coordinating aircraft fleet mix information regarding both Camarillo and Oxnard Airports.
- The Consultant assisted in the preparation of FAA 7460 forms related to environmental work at the airport.

Upcoming Action Items:

- Coordination as needed to follow-up any items detailed above.

Percent Complete: The annual consultant services contract is 15.8 percent complete through November 2019.

8cl

PROJECT STATUS REPORT
Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc
Revision Date 9-Dec-19



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3138400- 181115.01 AEA 18-14 AIP TBD	OXNARD	DESIGN SERVICES PRELIMINARY DESIGN SERVICES FOR THE OXNARD RUNWAY AND TAXIWAY REHABILITATION / RECONSTRUCTION Preliminary design includes topographic survey, geotechnical investigation, and evaluation of preliminary design alternatives.	a) Draft Preliminary Design Concept Report and Preliminary Plans submitted for County review on November 1, 2019.	95%	a) County review of draft deliverable documents. b) County to prepare an amendment for contract change of scope (overall deductive amendment).
3138400- 181115.03 AEA 20-05 AIP TBD	OXNARD	DESIGN SERVICES PRELIMINARY SITE INVESTIGATION SERVICES FOR THE OXNARD TAXIWAY F IMPROVEMENTS Preliminary site investigation includes geotechnical investigation and topographic survey for the proposed improvement limits.	a) Field work for geotechnical investigation and topographic survey completed in October. Laboratory analysis for geotechnical investigation underway. Processing of draft topographic survey analysis provided in early November.	65%	a) Design team to continue performing laboratory analysis of material samples and review of topographic survey.
3168900- 132415.05 AEA 18-06	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.	26%	a) Continue to perform construction administration and observation for ongoing construction. b) Mead & Hunt prepared draft amendment request for County review on 8-26-19.
3168900- 182312.01 AEA 19-05 AIP - N/A	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.
3168900- 190121.02 AEA 20-03 AIP - N/A	CAMARILLO	CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION Surface treatment and remarking of Taxiway H.	a) Coordinate execution of contract with construction contractor.	0%	a) After execution of contract with contractor, schedule preconstruction meeting.
2206900- 170271.03 AEA 20-02 AIP - N/A	CMA & OXR	DESIGN SERVICES ON-CALL SERVICES (2019-2020) On-call services at the request of the County. Period is effective through June 30, 2020.	a) Contract executed. b) County authorized work for analysis of Oxnard ILS pavement markings.	4%	a) Continue preparation of updates to Sign and Marking Plan and construction drawings for pavement marking updates for Oxnard Airport.

8c2

22069-181879.01 AEA 18-13 AIP - N/A	DESIGN SERVICES OXR AND CMA DBE UPDATES (2018-2019) Develop DBE program and goals as well as prepare yearly reports.	<p>a) CMA</p> <ul style="list-style-type: none"> i) Program submitted and approved. ii) Goal submitted and approved. iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the Queue for FAA approval. iv) Next annual report due in December. <p>b) OXR</p> <ul style="list-style-type: none"> i) Program submitted to FAA for approval. This report includes both CMA and OXR, and, since CMA is approved, OXR approval should be forthcoming. ii) Goal submitted to FAA for approval. iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the queue for FAA approval. iv) The next annual report is due in December. 	45%	a) None at this time.
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**Mead
& Hunt**

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CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update:

- “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 of the aviation demand forecasts with the FAA pending airport staff review and comment.
- 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 December 2019.

OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update:

- The FAA has approved the re-submitted forecasts in a letter dated December 3, 2019.
- The “draft” Narrative Report and “draft” ALP Drawing Set are going an internal review by the Consultant.

Upcoming Action Items:

- Coordination and review of the “draft” Narrative Report and “draft” ALP Drawing set with airport staff in January 2020.
- Coordination of these documents with the FAA following airport staff review.

Project Percent Complete: The study is 94.2 percent complete through December 2019.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 20-01)

Status Update:

- N/A for December.

Upcoming Action Items:

- Coordination as needed to follow-up items in November (ACIP, 7460s, etc.) and new items per airport staff.

Percent Complete: The annual consultant services contract is 15.8 percent complete through November 2019.

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PROJECT STATUS REPORT
Ventura County, Department of Airports
Prepared by Mead & Hunt, Inc
Revision Date 2020-01-13



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3138400-181115.01 AEA 18-14 AIP TBD	OXNARD	DESIGN SERVICES PRELIMINARY DESIGN SERVICES FOR THE OXNARD RUNWAY AND TAXIWAY REHABILITATION / RECONSTRUCTION Preliminary design includes topographic survey, geotechnical investigation, and evaluation of preliminary design alternatives.	a) Draft Preliminary Design Concept Report and Preliminary Plans submitted for County review on November 1, 2019.	95%	a) County review of draft deliverable documents. b) County to prepare an amendment for contract change of scope (overall deductive amendment).
3138400-181115.03 AEA 20-05 AIP TBD	OXNARD	DESIGN SERVICES PRELIMINARY SITE INVESTIGATION SERVICES FOR THE OXNARD TAXIWAY F IMPROVEMENTS Preliminary site investigation includes geotechnical investigation and topographic survey for the proposed improvement limits.	a) Field work for geotechnical investigation and topographic survey completed in October. Laboratory analysis for geotechnical investigation underway. Processing of topographic survey analysis complete with deliverables provided to the County on 12-23-2019.	85%	a) Design team to continue performing laboratory analysis of material samples for submission of draft report.
3168900-132415.05 AEA 18-06	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.	29%	a) Continue to perform construction administration and observation for ongoing construction. b) Mead & Hunt prepared draft amendment request for County review on 8-26-19.
3168900-182312.01 AEA 19-05 AIP - N/A	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.
3168900-190121.02 AEA 20-03 AIP - N/A	CAMARILLO	CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION Surface treatment and remarking of Taxiway H.	a) Coordinate execution of contract with construction contractor.	0%	a) After execution of contract with contractor, schedule preconstruction meeting.
2206900-170271.03 AEA 20-02 AIP - N/A	CMA & OXR	DESIGN SERVICES ON-CALL SERVICES (2019-2020) On-call services at the request of the County. Period is effective through June 30, 2020.	a) Contract executed. b) County authorized work for analysis of Oxnard ILS pavement markings. c) Investigate repairs for CMA runway slurry seal delamination.	5%	a) Continue preparation of OXR ILS Marking Updates after County confirmation of design extents. b) Discuss repair alternatives with County.

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22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	<p>DESIGN SERVICES OXR AND CMA DBE UPDATES (2018-2019)</p> <p>Develop DBE program and goals as well as prepare yearly reports.</p>	<p>a) CMA</p> <ul style="list-style-type: none"> i) Program submitted and approved. ii) Goal submitted and approved. iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the Queue for FAA approval. iv) Next annual report due in December. <p>b) OXR</p> <ul style="list-style-type: none"> i) Program submitted to FAA for approval. This report includes both CMA and OXR, and, since CMA is approved, OXR approval should be forthcoming. ii) Goal submitted to FAA for approval. iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the queue for FAA approval. iv) The next annual report is due in December. 	45%	a) None at this time.
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AIRPORT TENANT PROJECT STATUS December 19, 2019

CAMARILLO

- ➔ CloudNine Development Draft Initial Study and Mitigated Negative Declaration (IS/MND) public comments under review and analysis. Next steps will be determined after completion of review and analysis. Draft IS/MND remains available for viewing on the Airport website.

OXNARD

- ➔ Golden West landside parking lot and airside ramp seal project to move forward in near future. Golden West to identify new product for airside application.

OTHER

- ➔ None

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AIRPORT TENANT PROJECT STATUS January 23, 2020

CAMARILLO

- ➔ CloudNine Development Draft Initial Study and Mitigated Negative Declaration (IS/MND) response to public comments to be finalized soon and proposed Final IS/MND anticipated to be scheduled for the March agenda of the Airport Commission and Authority meetings. A public hearing before the County Board of Supervisors to certify the environmental document will follow. The original draft IS/MND and public comments received are available for viewing on the Airport project website.

OXNARD

- ➔ Golden West landside parking lot and airside ramp seal project to move forward in near future. Golden West to identify new product for Airport approval.

OTHER

- ➔ None

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

December 2019

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 295 Willis HVAC Replacement	\$264,565		County GSA	N/A	N/A	1/6/20	2/20/20	100	GSA revised scope of work for project and the revised bid has been accepted. GSA to provide a tentative work schedule for review.
5	CMA TWYs A, E, F, and Run-up Area Pavement Marking Improvements	\$18,285		Mead & Hunt	TBD	TBD	TBD	TBD	75	Pavement markings due for restriping to refresh faded markings and to meet FAA compliance requirements. Construction estimated at \$68,435. Next Steps: Finalize plans and specifications and set bid date for priority markings.
3 & 5	OXR & CMA Disadvantaged Business Enterprise Program Goal Updates and Annual Reports	\$17,985		Mead & Hunt	N/A	8/14/18	N/A	N/A	85	CMA plan submitted and approved. OXR program submitted; awaiting approval. Next annual accomplishment reports due 12/19.
3 & 5	OXR & CMA Design Systems for Solar Alternatives	\$47,000		Mead & Hunt	N/A	12/10/15	N/A	N/A	90	Reflectivity studies completed for several potential sites at CMA & OXR Airports. Final reflectivity study for site at NE Hangar Development submitted for FAA review.
3	OXR PFAS Work Plan & Testing	\$7,950 \$104,531		Ninvo & Moore	N/A	6/6/19	N/A	TBD	100	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan for

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		<u>Estimate</u>			<u>Scheduled or Actual Dates</u>				%	
3	Runway Markings Re-stripe	\$57,376			Super Seal & Stripe	N/A	10/31/19	12/16/19	TBD	100 25
										later testing to determine if PFAS is present in soil or groundwater. Work plan approved by State Water Board, contract in place for required testing, just waiting FAA 7460 approval before work can be scheduled.
										Faded markings on runway to be refreshed, per Part 139 inspection. Due to inclement weather, work start was delayed until 12/18/19. Work is anticipated to take 4 nights, but completion of project may be impacted by temperature/ weather concerns.

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

8e2

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

December 2019

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		
5	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236	\$101,792 126,895	Mead & Hunt Toro Enterprises	8/15/17	10/17/17	12/5/19	TBD	100	Construction began 12/5/19. Grading and utility work 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. Drainage survey information under consultant review.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$47,640 \$213,351		Mead & Hunt, Maxwell Asphalt	6/25/19	8/15/19	TBD	TBD	100	Contract executed. Work to begin after 1/1/19. NTP will be issued after Pre- Construction meeting and FAA approval. Draft schedule forthcoming.
3	OXR Airport Layout Plan Update	\$246,176		Coffman Assoc.	N/A	10/17/17	N/A	12/30/19	93	Work underway. FAA approved revised forecast on 12/3/19. Work to update full ALP set based on approved forecast underway.
3	OXR TWY F Site Investigation	\$96,770		Mead & Hunt	N/A	10/17/19	N/A	2/15/20	65	Geotechnical and survey work completed. Laboratory analysis underway (takes several months to process borings and produce report).

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

January 2020

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 295 Willis HVAC Replacement	\$264,565		County GSA	N/A	N/A	1/6/20	2/20/20	Work has begun and GSA has identified extra work required for HVAC curbs stabilization and is working on a cost proposal.
5	CMA TWYs A, E, F, and Run-up Area Pavement Marking Improvements	\$18,285		Mead & Hunt	TBD	TBD	TBD	TBD	Airport revising work scope 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		Mead & Hunt	N/A	8/14/18	N/A	N/A	CMA plan submitted and approved. OXR program submitted; awaiting approval. Working on annual accomplishment reports for submission to FAA.
3 & 5	OXR & CMA Design Systems for Solar Alternatives	\$47,000		Mead & Hunt	N/A	12/10/15	N/A	N/A	Reflectivity studies completed for several potential sites at CMA & OXR Airports. Final reflectivity study for site at NE Hangar Development FAA determination received and approved.
3	OXR PFAS Work Plan & Testing	\$7,950 \$104,531		Ninyo & Moore	N/A	6/6/19	N/A	TBD	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan for later testing to determine if

805

Sup. Dist.	Project Name Spec. Number	<u>Estimate</u> Low Bid	<u>CCO's</u> Claims	<u>Design Engr.</u> Contractor	<u>Scheduled or Actual Dates</u>				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
										PFAS is present in soil or groundwater. Work plan approved by State Water Board, contract in place for required testing, received FAA 7460 approval and working to schedule work.
3	Runway Markings Re-stripe	\$57,376		Super Seal & Stripe	N/A	10/31/19	12/16/19	12/21/19	100 100	Faded markings on runway to be refreshed, per Part 139 inspection. All work completed 12/21/19.

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

8e6

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

January 2020

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engl. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236	\$101,792 126,895	Mead & Hunt Toro Enterprises	8/15/17	10/17/17	12/5/19	TBD	100	Construction began 12/5/19. Grading and utility work underway. Total construction time allowed is 319 calendar days.
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. Drainage survey information under consultant review.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$47,640 \$213,351		Mead & Hunt, Maxwell Asphalt	6/25/19	8/15/19	3/23/20	4/3/20	100	Pre-construction meeting scheduled for February. Construction estimated to start 3/23/20.
3	OXR Airport Layout Plan Update	\$246,176		Coffman Assoc.	N/A	10/17/17	N/A	12/30/19	94	Work underway. FAA approved revised forecast on 12/3/19. Draft full ALP set to be submitted to FAA by 1/31/20 for review and comment.
3	OXR TWY F Site Investigation	\$96,770		Mead & Hunt	N/A	10/17/19	N/A	2/15/20	85	Geotechnical and survey work completed. Laboratory analysis underway (takes several months to process borings and produce report).

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Eng. Contractor	Estimated Schedule or Actual Dates			% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start		
3	OXR Preliminary Design for RWY/TWY Rehab./Reconst.	\$264,360		Mead & Hunt	N/A	10/9/18	N/A	95	Preliminary design report for runway to be finalized soon. Plan to enter into contract modification to separate the runway design work from the taxiway design work to facilitate design discussions with FAA. Taxiway design will be included in a final runway-taxiway design contract.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

8e8

**DEPARTMENT OF AIRPORTS
2020 MEETING SCHEDULES**

AAC/CAA/OAA

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

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 Camarillo City Council Chambers, 601 Carmen Drive, Camarillo.

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo.

November 21, 2019

Mark and Janie Oberman
Channel Islands Aviation
305 Durley Avenue
Camarillo, CA 93010

RE: Lease amendment proposal

Dear Mark and Janie:

Thank you for your October 10, 2019 proposal which was in response to some options we discussed to address changing conditions and future planning.

We would agree to downsize your overall foot print per option #3 (62,674 SF estimated total) subject to the following:

1. **Agreed.** Reduction of the CIA "overall footprint" to include the approximately 62,674 SF including any parking spots (including any "reserved" spots). The new "overall footprint" to be documented in a new survey to be prepared at CIA expense and thereafter base the final SF on that survey;
2. We agree to amortize the remaining construction obligation of \$614,630, however propose that amortization period be over 150 months with a payment of \$4,097.53 per month.
3. **Agreed.** CIA could have the option to conduct construction in lieu of additional monthly payments at any time upon notice to Airports and the normal approval process. With respect to the second part of your proposal ("any overage paid in excess of improvements to be applied as rent credit"), that analysis would need to be done at the time your proposed improvements and costs are evaluated as part of the normal approval process.
4. Monthly payments would not be construed as "additional rent" but rather payments towards a construction impound account.
5. Any lease amendment will need to be approved by the Board of Supervisors

If the above proposal is acceptable, please let me know and we will construct a lease amendment documenting this agreement.

Sincerely,



Madeline Herrle
Lease Manager

Madeline.Herrle@Ventura.org
805.388.4243

9a

NOTICE

To: Airport Tenants at Camarillo Airport

From: Camarillo Airport Operations Supervisor

Date: November 21, 2019

Re: **Construction Start Date - Northeast Hangar Development, Phase 1 - Update**

Thank you for your patience as the DOA coordinated the rescheduling of the construction start date. We are pleased to share that construction on the first phase of the Northeast Hangar Development is planned to begin December 5, 2019. Please note, that all future construction updates for this project will be communicated via posting on the DOA's website at: <https://www.ventura.org/camarillo-projects/>.

Once constructed, the DOA will be able to offer forty-one (41) new County hangars to prospective tenants to help alleviate the demand for aircraft storage at Camarillo Airport.

It is not anticipated project construction will impact normal airport operations. All taxilanes/taxiways in the area, including the contractor access/route (Gate 1 to Taxiway G1 – see attached diagram) are expected to remain operational throughout the duration of the project. Appropriate security and traffic plan measures will be in place.

Please contact Airport Operations with any questions or concerns at 805-947-6803.

Thank you for your understanding and cooperation while we improve our facilities.

###

9b



555 AIRPORT WAY, SUITE B
CAMARILLO, CA 93010
PHONE: (805) 388-4274
FAX: (805) 388-4366
WWW.VENTURA.ORG/AIRPORTS
WWW.IFLYOXNARD.COM

November 22, 2019

Super Seal & Stripe, Inc.
P.O. Box 755
Fillmore, CA 93016-0755

Subject: **NOTICE TO PROCEED**
Oxnard Airport – PART 139 RUNWAY MARKING COMPLIANCE
Specification No: DOA 19-03(N); Project No: OXR-144

Dear Trevor:

This is your Notice to Proceed as provided in the Contract Documents (executed copy attached). Paragraph four of the Contract establishes four (4) Working Days as the time limit for completion of all work. Please contact me to schedule the work.

Before the Engineer determines that any day will be designated as a non-working day because of your inability to obtain materials, equipment or labor (Specification sections 6-6 and 6-7), you will be required to furnish proof to support such determination. To obtain extensions of time due to delays (Specification sections 5-5 and 6-6), you must request them in writing.

In accordance with subsection 9-3.2 of the Specifications, the last Friday of each month has been established as the closure date of making progress payments.

This Contract will be administered by the Department of Airports. Personnel pertinent to contract administration are:

Kip Turner, Director of Airports
Erin Powers, Project Administrator

All correspondence, submittals and other contacts pertaining to this project should be directed to the Project Administrator except when a request for review is made pursuant to subsection 6-12.2, in which case correspondence shall be addressed to the party whose review is requested.

Sincerely,

Erin Powers
Project Administrator

c: Contract File
DOA Accounting Department

9c

NOTICE

To: Oxnard Airport Tenants

From: Airport Operations Supervisor

Date: December 3, 2019

Re: **Runway Closure December 16 through December 20**

The runway and at the Oxnard Airport will be closed due to a painting surface markings project.
The closure dates are as follows:

December 16, 10PM to December 17, 6AM

December 17, 10PM to December 18, 6AM

December 18, 10PM to December 19, 6AM


December 19, 10PM to December 20, 6AM

All times are in local time.

Please contact John Feldhans at (805) 402-9971 for any questions about this project.

Thank you for your understanding and cooperation.

Sincerely,



John Feldhans
Airports Operations Supervisor

Airport Operations on duty 24 hours: Cell: 805-947-6804

9d

December 3, 2019

Mr. David Tushin
Liberty Aviation, LLC
5291 Colodny Dr., #15
Agoura Hills, CA 91301

RE: Suite 104 lease

Dear David:

Attached are one original fully executed month to month lease agreement for suite 104 at 345 Willis, as well as the key for suite 104.

We thank you for your continued cooperation and tenancy and hope the use of this additional office benefits the success and growth of your business.

Sincerely,



Madeline Herrle
Lease Manager
Madeline.Herrle@Ventura.org
805.388.4243

Enclosures

9e

December 5, 2019

Mr. Michael Phillips
Aviation Instruction, LLC
648 Via Cielito
Ventura, CA 93003

RE: Camarillo lease renewal

Dear Michael:

Attached is a fully executed copy of your two year lease renewal for your office at 345 Willis at the Camarillo Airport Business Park.

Thank you for your continued tenancy.

Sincerely,



Madeline Herrle
Lease Manager
Madeline.Herrle@Ventura.org
805.388.4243

Enclosure

December 6, 2019

Ms. Sharon Evans
Sharon Evans Aviation Research, LLC
PO Box 421
M328 County Road 11
Napoleon, Ohio 43545

RE: Public records Request for Airport FBO Lease Information & Airport Fuel Data

Dear Ms. Evans:

Pursuant to your Public Records Request, attached are the FBO lease information and airport fuel data for the Camarillo airport.

Sincerely,



Madeline Herrle
Lease Manager
Madeline.Herrle@Ventura.org
805.388.4243

Enclosures

99

December 6, 2019

Mr. Robert Kwong
Arnold Larochelle Mathews Vanconas & Zirbel, LLP
300 Esplanade Dr. Suite 2100
Oxnard, CA 93036

RE: Public Records Request dated November 12, 2019

Dear Mr. Kwong,

Attached is an estimate for the materials relating to your Public Records Request dated November 12, 2019.

The Department of Airports will process this request upon payment, and the documents will be ready to be picked up within fourteen (14) days after such payment is received.

Sincerely,



Madeline Herrle

Lease Manager

Madeline.Herrle@Ventura.org

805.388.4243

Enclosure

9h



City of Camarillo

601 Carmen Drive • P.O. Box 248 • Camarillo, CA 93011-0248

Office of the City Manager
(805) 388-5307
FAX (805) 388-5318

December 6, 2019

Via Hand-Delivery

Darren Kettle
Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

Re: Proposed CloudNine Private Commercial Hangar/Office Project at Camarillo Airport
("CloudNine Project")

Dear Mr. Kettle:

The purpose of this letter is two-fold: (1) to bring the CloudNine Project to the Ventura County Transportation Commission's ("Commission") attention; and (2) to request that the Commission place an item on the agenda for its next regular meeting to discuss the CloudNine Project, assess the Project's consistency with the Airport Comprehensive Land Use Plan ("ACLUP") and the Camarillo Airport Master Plan ("CAMP") and determine whether the County's proposed Mitigated Negative Declaration ("MND") describing and analyzing the potential impacts of the Project is adequate and in compliance with the California Environmental Quality Act ("CEQA").

The County of Ventura is currently analyzing the potential environmental impacts of the CloudNine Project under CEQA and has prepared and released a draft MND in furtherance of that effort. The Project proposes to develop approximately seven acres of open land on the northeast quadrant of the Camarillo Airport with four private commercial hangars and offices totaling 121,450 square feet of building area and related facilities including traffic/roadway and aircraft ramp/apron improvements under a leasehold from the airport.¹ The MND expressly notes that the Project's purpose is to facilitate larger aircraft "such as the Boeing Business Jet 737-800 or a Gulfstream G650" and seeks environmental clearance for noise, air quality and greenhouse gas emission impacts associated with such larger aircraft. (See MND pp. A-2 to A-4; MND Appendix B pp. B-1 to B-3 [attached hereto as Exhibit 1].)

¹ Indeed, the CloudNine Project applicant, RKR Incorporated, is apparently already leasing luxury private aircraft hangar and office space in the proposed Project pursuant to its website's home and CloudNine-specific pages. (See www.rkrinc.com and www.rkrinc.com/cloudnine/.)

9:1

December 6, 2019

RE: Proposed CloudNine Private Commercial Hangar/Office Project at Camarillo Airport
Page 2 of 3

The City of Camarillo informed the County of its concerns about the Project and the adequacy of the MND in the letter dated November 20, 2019, attached hereto as Exhibit 2. Those concerns focused primarily upon the MND's failure to acknowledge, and the Project's inconsistency with, key Camarillo Airport limitations imposed by the 1976 Agreement between the County of Ventura and City of Camarillo Pertaining to Camarillo Airport Development and Surrounding Land Use ("Agreement"). Specifically, the City's letter points out that the Project's facilitation of Boeing Business Jets (which can weigh up to 171,500 pounds) would violate the Agreement's 115,000 pound aircraft weight limit and that the Agreement requires the County to refer the Project and its MND to the Camarillo Airport Authority ("CAA") created by the Agreement for its review and recommendation before taking any action on the Project.

In addition to the CAA's authority over the CloudNine Project pursuant to the Agreement, the Commission, in its role as the County's Airport Land Use Commission, has authority not only to formulate a comprehensive land use plan for the area surrounding each public use airport *but to review and provide consistency determinations to local agencies regarding proposed amendments/modifications to general/specific plans, zoning ordinances and building regulations and airport master plans.* Indeed, the Commission has prepared and adopted an Airport Comprehensive Land Use Plan ("ACLUP") covering the County's Camarillo, Santa Paula and Oxnard Airports as well as the Naval Air Station Point Mugu and their surrounding areas. It appears that the County's MND, however, does not contain a reference to or any analysis of the Project's consistency with the ACLUP. Instead, the MND concludes, without any detailed analysis, that the Project is consistent with the CAMP because the CAMP conceptually anticipated private hangar development in the same area as the CloudNine Project.

The fact that the CAMP may have projected the development of new large private commercial hangars in the area of the proposed CloudNine Project does not end the discussion regarding the Project's consistency with the CAMP. For example, it appears that in addition to the 115,000 pound aircraft weight limitation in the Agreement, the CAMP appears to limit airport development and use to the types/sizes of smaller planes currently utilizing the airport and prohibit Boeing Business Jets and other aircraft larger than the Gulfstream V and Global Express models. (See CAMP, pp. 3-2 to 3-8 including Exhibit 3-A [attached hereto as Exhibit 3].) Accordingly, it appears that an amendment to the CAMP is required as the MND and its description of the CloudNine Project indicate that the Project is intended to facilitate the use and storage of such larger aircraft at the Camarillo Airport.

For the above reasons, I respectfully request that the Commission place an item on the agenda for its next regular meeting to: (1) discuss the CloudNine Project; (2) assess (or, at a minimum, promptly schedule an assessment of) the Project's consistency with the ACLUP and the CAMP and the adequacy of the County's proposed MND; and (3) develop comments and/or a recommendation regarding the Project's consistency with the ACLUP and CAMP and adequacy of the MND to be provided to County staff working on and County decision makers tasked with considering approval of the CloudNine Project. Should the County propose to consider adopting the MND and approving the CloudNine Project before the Commission can discuss, prepare and provide its comments and recommendations, I also propose that the Commission contact the

9:2

December 6, 2019

RE: Proposed CloudNine Private Commercial Hangar/Office Project at Camarillo Airport

Page 3 of 3

County and request that it postpone any such actions until the Commission is able to meet, discuss and provide its comments.

Respectfully,



David J. Norman
City Manager
City of Camarillo

Enclosures:

Exhibit 1: Referenced excerpts from CloudNine Project draft MND

Exhibit 2: November 20, 2019 City of Camarillo Comments on Draft Mitigated Negative Declaration for Proposed Cloud Nine Hangar Development at the Camarillo Airport

Exhibit 3: Referenced excerpts from Camarillo Airport Master Plan

cc: Board of Commissioners, Ventura County Transportation Commission
Board of Supervisors, County of Ventura
City Council, City of Camarillo
Michael Powers, County Executive Officer
Kip Turner, Director of Airports

9i3

December 10, 2019

Mr. Mark Sullivan
The Law Office of Mark F. Sullivan
2625 Townsgate Rd., Suite 330
Westlake Village, CA 91361

RE: Airport Properties Limited, LLC; Public Records Request dated
November 27, 2019

Dear Mark,

Attached is an estimate for the materials relating to your Public Records Request dated
November 27, 2019.

The Department of Airports will process this request upon payment, and the documents
will be ready to be picked up within fourteen (14) days after such payment is received.

Sincerely,


Madeline Herrle
Lease Manager
Madeline.Herrle@Ventura.org
805.388.4243

Enclosure

9j

December 11, 2019

City of Oxnard
Planning Division
ATTN: Scott Kolwitz, Planning Manager
214 South C Street
Oxnard, CA 93030

Subject: Letter Objecting to the Annexation of the Oxnard School District's Property for the Purpose of Constructing Two Schools at the Intersection of Doris Avenue and Patterson Road.

Dear Mr. Kolwitz:

During the September 2019 meeting of the Oxnard Airport Authority, the Authority requested that staff revisit the status of the Teal Club Specific Plan Project and Oxnard School District's proposed school sites at the intersection of Doris Avenue and Paterson Road and provide this as an agenda item for further discussion during the October Oxnard Authority meeting. The Authority was especially concerned about the potential annexation of the District to the City of Oxnard (City).

As such, staff invited a representative from the LAFCO to present the process that the District would be going through in order to be annexed to the City.

Additionally, staff prepared the following summary report in response to their request.

The Teal Club Specific Plan project has been in the process of being built since prior to 2002. The Department of Airports (DOA), after receiving recommendations from the Airport Advisory Commission and the Airport Authority, engaged immediately and provided comments to the City regarding the project's location and compatibility with the airport. The Ventura County Transportation Commission, acting as the Ventura County Airport Land Use Commission (VCALUC), provided similar feedback. The most pertinent comments included:

- An Environmental Impact Report should be prepared and include a more detailed analysis of land use and noise impact from airport operations.
- Mitigation measures for land use, hazards, and noise should include the granting to the County of a standard aviation easement over the entire area proposed for annexation and pre-zoning.
- No school sites should be designated, identified or permitted in areas of within the traffic pattern zone (TPZ)(Attachment 1).

9K1

Later, the District identified several potential sites for schools around the Oxnard plain. Three of them were in the TPZ, including the Teal Club location. In response to the proposed sites the Caltrans Division of Aeronautics sent a letter on May 1, 2002 (Attachment 2) to the School District which said:

"We strongly recommend avoiding the construction of children's schools in these three locations. In general, these locations should not be permitted unless no feasible alternative is available. Based upon the evaluation of existing conditions and planned development, these sites are considered to provide the minimum level of safety suitable for a children's school site. Therefore, the Department does not object to the school district's acquisition of these three proposed school sites for use as children's schools provided that no feasible alternative is available."

Even though Caltrans found that the school sites in the TPZ should not be permitted unless no feasible alternative was available, the DOA and the VCALUC commented that the school sites would be in the TPZ for Oxnard Airport and this type of use is unacceptable per the adopted Ventura County Airport Comprehensive Land Use Plan.

Later, on May 11, 2011, during the comment period for the pre-planning application for the Teal Club Specific Plan, the DOA sent a letter to the City (Attachment 3), reminding them that California Public Utilities Code Section 21676 requires consistency between general plans, specific plans, and adopted land use plans. The DOA specifically reminded the City that the Ventura County Airport Comprehensive Land Use Plan was adopted in July 2000 and states that school sites are an unacceptable land use within the TPZ of a civilian airport. The DOA requested that the City remove the school site from the draft 2030 General Plan and Teal Club Specific Plan so that the plans would be consistent with the adopted Ventura County Airport Comprehensive Land Use Plan. It is DOA's understanding that the City initially removed the school site from the draft 2030 General Plan but later added it back in after receiving pressure from the District.

Additionally, on June 10, 2014 the District requested a review by Caltrans for a new school site at the southeast corner of Doris Avenue and Patterson Road in Oxnard (Attachment 4).

The following is a summary response of the comments submitted to Caltrans by the DOA (Attachment 5) during the review of the site in 2014:

1. The proposed site is found unacceptable for the following reasons:

9k2

- a. The site is located within the airport's traffic pattern zone and is considered to be an unacceptable use pursuant to the Ventura County Airport Comprehensive Airport Land Use Plan.
 - b. The site lies below an established pattern, where helicopters depart and arrive from the airport at altitudes of approximately 500 feet.
 - c. The site is located outside of the 65dB CNEL (community noise equivalent level) contour and is considered compatible pursuant to noise compatibility standards. However, staff is concerned that single-event noise would be a significant annoyance and safety concern to academic activities, both inside the classrooms and outside on the grounds.
2. The DOA requested the following actions be taken to address, as can be best done, the incompatibilities of the proposed site, should the District decide to move forward:
 - a. The District to conduct an Aircraft Hazard and Land Risk Assessment to understand the potential impacts with regard to noise and safety;
 - b. The District be required to grant an aviation easement to the County of Ventura that would include the elements of the Federal Aviation Administration's Model Aviation Easement;
 - c. Any building constructed be insulated with soundproofing and other noise-reducing materials so that maximum allowable interior noise level attributable to exterior noise shall be no greater than 45dBA;
 - d. The District provide fair disclosure to parents of children attending the school of the location of the airport, the traffic patterns of the airport, and the potential impact of single-event noise and safety, and;
 - e. The District provide fair disclosure to parents of the average and single-event noise due to aircraft.

Similarly, the VCALUC provided the following comments to Caltrans in 2014 (Attachment 6):

1. Reminded that the site is inconsistent with Airport Land Use Plan.
2. Reiterated the VCALUC's position that the school was already deemed inconsistent when reviewed in 2012 as during the Teal Club Specific Plan comment period.
3. Reminded Caltrans that the VCALUC has a long history of formally opposing school sites in the Oxnard Airport's TPZ (since 2002).
4. Mentioned that if approved this school would be the third one within proximity of the Oxnard Airport and the second one within the TPZ, placing a large number of children at risk.

9K3

Caltrans reviewed the comments provided by the DOA and VCALUC, and sent a letter on August 19, 2014 to the School District (Attachment 7) in response to their request for review of a new school site with the following comments and recommendations:

Caltrans Comments:

1. Oxnard is an active general aviation/small scheduled service airport with a Medium General Aviation Runway.
2. Under Caltrans Airport Land Use Handbook, the school site would fall inside Safety Zone 6 of the Traffic Pattern Zone.
3. That "while there is generally a low to moderate risk of an accident at the proposed site, the potential of any accident could be severe."
4. That Handbook guidelines indicate that school facilities in this zone should be limited to no more than 300 persons per acre on average and no more than 1200 people per acre at any given time within Zone 6."

Caltrans Recommendations:

"We recommend that the school district look for a different site further away from the airport runway. However, based upon evaluation of existing conditions and planned airport development, Caltrans does not recommend against the school site. If this site is selected for school development, the foregoing density restrictions in the Handbook should be followed, and the school district should grant the Airport a permanent aviation easement and follow soundproofing and disclosure requests made in the Airport's letter. If the Property is not acquired by August 14, 2019, another site evaluation by Caltrans will be required."

It is DOA's understanding that the school district has purchased the property, and that the Environmental Impact Report (EIR) will be presented to Oxnard City Council for adoption very soon. Should the EIR be adopted, then the District would need to have the City amend the City's General Plan and re-zone the property for school purposes. Because VCALUC has already determined that these actions would be incompatible with the Airport Land Use Plan, any decision to amend the General Plan or re-zone the property will require the City to overrule VCALUC by a two-thirds vote of its City Council, with specific findings that the proposed actions are consistent with the purposes of Public Utilities Code section 21670 et seq. (Pub. Util. Code, § 21676(b).) The City must also provide VCALUC with its proposed decision and findings at least 45 days before any decision to overrule VCALUC. Additionally, the City would need to adopt a resolution of application to LAFCO.

9K4

As the Authority's Chairperson, and on the Authority's behalf, this letter to the City of Oxnard is to once again illustrate our concern and objection to the annexation of the District's property for the purposes of constructing two schools at the intersection of Doris Avenue and Patterson Road for the reasons summarized herein.

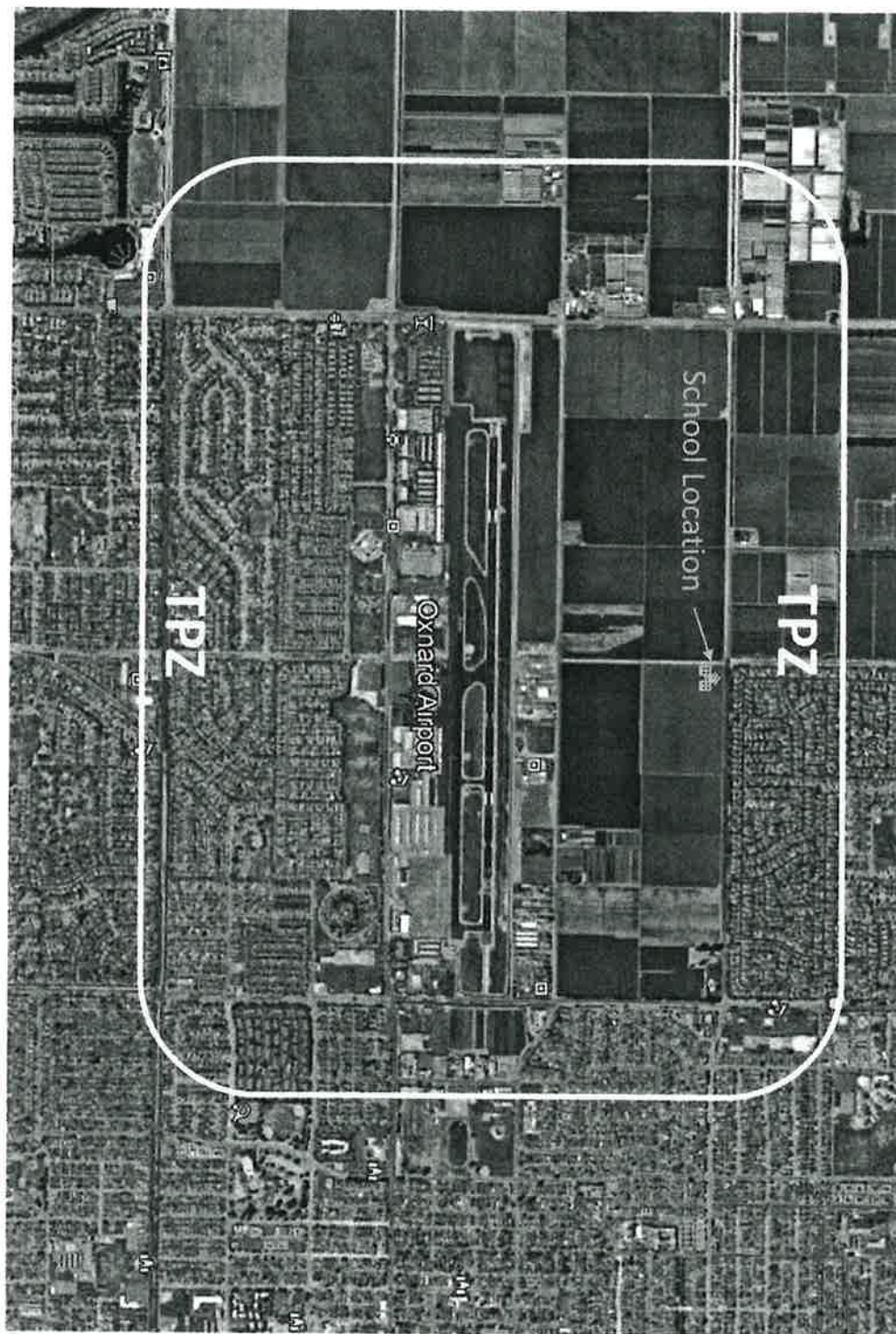


JOHN C. ZARAGOZA
Chairperson of the Oxnard Airport Authority

Attachments:

1. Overlay of Traffic Pattern Zone for Oxnard Airport
 2. Letter from Caltrans Division of Aeronautics to Oxnard School District dated May 1, 2002
 3. Letter from the Department of Airports to the City of Oxnard dated May 11, 2011
 4. Oxnard School District's request to Caltrans Division of Aeronautics dated June 10, 2014
 5. Letter from the Department of Airports to Caltrans Division of Aeronautics dated August 8, 2014
 6. Letter from the Ventura County Transportation Commission to Caltrans Division of Aeronautics dated July 23, 2014
 7. Letter from Caltrans Division of Aeronautics to the Oxnard School District dated August 19, 2014
- c: Alexander Nguyen, City Manager, City of Oxnard
Ashley Golden, Assistant City Manager, City of Oxnard
Jeffrey Lambert, Community Development Director, City of Oxnard
City Council, City of Oxnard

9K5



ATTACHMENT 1

9K6

DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - M.S.#40
1120 N STREET
P.O. BOX 942873
SACRAMENTO, CA 94278-0001
PHONE (916) 654-4959
FAX (916) 553-9521
TTY (916) 651-6827



Flex your power!
Be energy efficient!

May 1, 2002

Mr. George Shaw
Field Representative
School Facilities Planning Division
California Department of Education
5380 Overpass Road #9
Santa Barbara, CA 93111

Dear Mr. Shaw:

In response to your March 8, 2002, request, your letter dated April 19, 2002, to Salvador Godoy, and Section 17215 of the State Education Code, the California Department of Transportation (Department), Division of Aeronautics, has received additional comments and has analyzed the school sites proposed by the Oxnard Elementary School District.

The Ventura County Director of Airports, Mr. Scott Smith, has requested that the Department relay the following request:

"Pursuant to our letter dated April 12, 2002, regarding the above referenced subject, we inadvertently omitted what we believe is a very important comment. Should any of the sites be approved (notwithstanding our objections) we request that as a condition of approval, an aviation easement be prepared and recorded that will protect the right of aircraft operations over the sites, prevent obstructions to Part 77 surfaces, and preclude lighting or radio/electric interference with aviation operations."

To reiterate, and as stated in our previous letter regarding the proposed acquisition of Oxnard School Sites #24, #25A, #25B, the Department cannot guarantee the safety of these sites or any other site. We strongly recommend avoiding the construction of children's schools in these three locations. In general, these locations should not be permitted unless no feasible alternative is available. Based upon our evaluation of existing conditions and planned development, these sites are

"Caltrans improves mobility across California"

ATTACHMENT 2

9K7

Mr. George Shaw
May 1, 2002
Page 2

considered to provide the minimum level of safety suitable for a children's school site. Therefore, the Department does not object to the school district's acquisition of these three proposed school sites for use as children's schools provided that no feasible alternative is available.

Sincerely,



KURT O. HAUKOIL
Aviation Safety Officer

c: Mr. Salvador Godoy (via fax)
Mr. George Shaw (via fax)
Liese W. Olukoya (via fax)

county of ventura
DEPARTMENT OF AIRPORTS



555 Airport Way ♦ Camarillo, CA 93010 ♦ (805) 388-4274 ♦ Fax: (805) 388-4366

May 11, 2011

Matthew Winegar, AICP
Development Services Director
City of Oxnard Service Center
214 South C Street
Oxnard, CA 93030

Re: City of Oxnard Draft 2030 General Plan

Dear Mr. Winegar,

I attended the Oxnard City Council meeting last night to comment on the pre-planning application for the Teal Club Specific Plan. I was reminded that both the Teal Club Specific Plan and the Draft Oxnard 2030 General Plan include a site for an elementary school. It is my understanding that Public Utilities Code Section 21676 requires consistency between general plans, specific plans, and adopted airport land use compatibility plans.

The Airport Comprehensive Land Use Plan for Ventura County was adopted in July 2000 and states that school sites are an unacceptable land use within the Traffic Pattern Zone of a civilian airport (see attached table from the plan). With this in mind, I respectfully request that you remove the school site from the Draft Oxnard 2030 General Plan and the Teal Club Specific Plan so that the plans will be consistent with the adopted Airport Land Use Plan for Ventura County.

Thanks in advance for your consideration, and please feel free to contact me at 805-388-4200 should you wish to discuss this matter further.

TODD L. McNAMEE, AAE
Director of Airports

Attachment

ATTACHMENT 3

9k9

TABLE 6B
Adopted Land Use Compatibility Standards in
Safety Zones for Civilian Airports

Land Use	Runway Protection Zone	Outer Safety Zone	Traffic Pattern Zone	Extended Traffic Pattern Zone
Residential				
Single Family	U	U	C [a, e]	A [e]
Multi-Family	U	U	C [a, e]	A [e]
Mobile Home Parks	U	U	C [a, e]	A [e]
Public/Institutional				
Hospitals/Convalescent Homes	U	U	U	A [e]
Schools	U	U	U	A [e]
Churches/Synagogues	U	U	U	A [e]
Auditoriums/Theaters	U	U	U	A [e]
Commercial				
Hotels and Motels	U	U	C [c, e]	A [e]
Offices and Business/Professional	U	C [a, e]	C [c, e]	A
Services	U	C [a, e]	C [c, e]	A
Wholesale	U	C [a, e]	C [c, e]	A
Retail				
Industrial, Transportation, Communication, and Utilities				
Manufacturing - General/Heavy	U	C [a, e]	C [c, e]	A
Light Industrial	U	C [a, e]	C [c, e]	A
Research and Development	U	C [a, e]	C [c, e]	A
Business Parks/Corporate Offices	U	C [a, e]	C [c, e]	A
Transportation Terminals	U	U	A	A
Communication/Utilities	C [b]	A	A	A
Automobile Parking	C [b]	A	A	A
Recreation/Open Space				
Outdoor Sports Arenas	U	U	U	A
Outdoor Amphitheaters	U	U	U	A
Parks	U	C [a]	A	A
Outdoor Amusement	U	C [a, e]	A	A
Resorts and Camps	U	C [a, e]	A [e]	A [e]
Golf Courses and Water Recreation	C [d]	A	A	A
Agriculture	A	A	A	A

TABLE 6B (Continued)
Adopted Land Use Compatibility Standards in
Safety Zones for Civilian Airports

NOTES

A = Acceptable land use.

C = Land use is conditionally acceptable upon meeting required criteria (see footnotes below).

U = Unacceptable land use.

- [a] Maximum structural coverage must be no more than 25 percent. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.
- [b] The placing of structures or buildings in the Runway Protection Zone is unacceptable. Above ground utility lines and parking are allowed only if approved by the Federal Aviation Administration (FAA) as not constituting a hazard to air navigation.
- [c] Maximum structural coverage must not exceed 50 percent. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, structures should be located as far as practical from the runway.
- [d] Clubhouse is unacceptable in this zone.
- [e] An aviation easement is recommended and a fair disclosure agreement and covenant shall be recorded by the owner and developer of the property.

The adopted safety standards at NAS Point Mugu are shown in Table 6C. The standards in the CZ, the APZ-1, and the APZ-2 are the same as in the current CLUP. The standards in the TPZ zone are the same as in the civilian

Extended TPZ zone. As was done in the civilian table, the land use classification system has been changed to add transportation, communication, and utilities to the industrial category.

9K11

MEMORANDUM

TO: Dan Gargas, Aviation Safety Officer
Division of Aeronautics – MS No. 40
Department of Transportation
P.O. Box 942874
Sacramento, CA 94274-0001

Date: June 10, 2014

FROM: Rob Corley, Field Representative
CDE School Facilities/Transportation Services Division
1430 N Street, Suite 1201
Sacramento, CA 95814-5901

Airport Safety Review: Oxnard School District, Ventura County

The Oxnard School District seeks a review by the Division of Aeronautics for a new school site at the southeast corner of Doris Avenue and Patterson Road in Oxnard, located approximately one-third mile north of the Oxnard Airport. The site is adjacent to the "Teal Club" proposed development and a nearby site was previously reviewed by your Division. Preliminary plans call for a middle school of 1,000 students.

The property has not been divided into individual parcels. The property presently is farmed. A detailed location of the site is shown on the attachment.

Please review this proposed school site pursuant to Education Code 17215. Enclosed are the requisite maps for your review. If you have any questions, please call Rob Corley at (805) 835-3089 or by email at rcorley@cde.ca.gov.

Thanks for your help, as always.

Rob Corley
(805) 835-3089

Attachments:
Locator map of Oxnard, aerial view from Google Earth, other reference maps.

ATTACHMENT 4

9/12



TRAIL CLUB DEVELOPMENT SITE

August 8, 2014

Mr. Daniel R. Gargas
Aviation Safety Officer
Department of Transportation
Division of Aeronautics MS #40
1120 N Street
P.O. Box 94874
Sacramento, CA 94274

RE: Comments on Proposed Middle School Site between Patterson Road and Doris Avenue

Dear Mr. Gargas:

The Department of Airports has reviewed the proposed middle school site as referenced in your July 14, 2014 letter and finds it unacceptable for the following reasons:

1. The site is located within Oxnard Airport's traffic pattern zone and is considered to be an unacceptable use, pursuant to the Ventura County Airport Comprehensive Airport Land Use Plan;
2. The site lies below an established pattern, where helicopters depart and arrive from the airport at altitudes of approximately 500 feet; and
3. The site is located outside of the 65 CNEL contour and is considered compatible, pursuant to noise compatibility standards. However, we are concerned that single-event noise would be a significant annoyance and safety concern to academic activities, both inside the classrooms and outside on the grounds.

With the above in mind, we respectfully request the following actions be taken on behalf of the Oxnard School District (OSD) to address, as can be best done, the incompatibilities of the proposed site, should they decide to move forward:

1. OSD conduct an Aircraft Hazard and Land Risk Assessment to understand the potential impacts with regard to noise and safety;
2. OSD be required to grant an aviation easement to the County of Ventura that would include the elements of the Federal Aviation Administration's Model Aviation Easement;
3. Any building constructed be insulated with soundproofing and other noise-reducing materials, so that maximum allowable interior noise level attributable to exterior noise shall be no greater than 45dBA;

ATTACHMENT 5

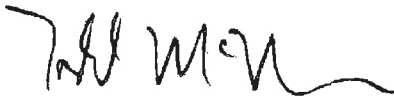
9K14

August 8, 2014
Page 2

4. OSD provide fair disclosure to parents of children attending the school of the location of the airport, the traffic patterns of the airport, and the potential impact of single-event noise and safety; and
5. OSD provide fair disclosure to parents of the average and single-event noise due to fixed-winged aircraft and helicopter overflight that may impact school staff and children while outdoors.

Please call me at 805-388-4200, should you have any questions

Sincerely,



TODD L MCNAMEE, AAE
Director of Airports

C: Ventura County Airport Land Use Commission
AAC/OAA Packets

Enclosure

9K15



Ventura County Transportation Commission

July 23, 2014

Mr. Daniel R. Gargas, Aviation Safety office
California Department of Transportation
Division of Aeronautics
1120 N Street
P.O. Box 942874
Sacramento, CA 94274-0001

Subject: Oxnard School District – school site Doris Avenue/ Patterson Road

Dear Mr. Gargas:

Thank you for this opportunity to provide comments on Oxnard School District's proposed middle school located at Doris Avenue/ Patterson Road.

The adopted Comprehensive Airport land Use Plan (CLUP) for Ventura County identifies the location of Oxnard School District's proposed middle school located at Doris Avenue/ Patterson Road to be wholly within the Traffic Pattern Zone (TPZ) for Oxnard Airport. In consideration of their safety, the adopted CLUP attempts to limit large congregations of people within the TPZ and specifically identifies schools as an unacceptable land use within the TPZ. The proposed project as defined would be inconsistent with the adopted CLUP.

The Ventura County ALUC has a long history of formally opposing schools placed within the Oxnard Airport TPZ dating back to 2002 when the Oxnard School District identified three potential locations in close proximity to Oxnard Airport. The ALUC rigorously opposed the siting of an elementary school at 5th Street and Patterson Avenue in 2004. In 2012, The Ventura County ALUC identified this proposed school as inconsistent when commenting on the Teal Club Specific Plan. If approved, this proposed school would be the third school within close proximity to Oxnard Airport and the second within the TPZ, placing a large number of children at risk in the event of a forced landing or other type of incident.

Again, the Ventura County ALUC appreciates the opportunity to provide comments on the Oxnard School District's proposed middle school located at Doris Avenue/ Patterson Road. Should you have any questions concerning the Ventura County ALUC's comments please contact Mr. Steve DeGeorge at (805) 642-1591 (ext. 103) or by email at sdegeorge@goventura.org.

Sincerely,

Darren Kettle,
Executive Director

ATTACHMENT 6

9/16

DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS – M.S. #40

1120 N STREET

BOX 942874

SACRAMENTO, CA 94274-0001

PHONE (916) 654-4959

FAX (916) 653-9531

TTY 711

www.dot.ca.gov

*Serious drought!
Help Save Water!*

August 19, 2014

Mr. Robert Corley, Consultant
School Facilities Planning Division
Central Coast/Kern Counties Field Office
2500 E. Vineyard Avenue, #100
Oxnard, California 93036-1372

Dear Mr. Corley:

In response to your request of June 10, 2014, regarding Section 17215 of the California Education Code, the California Department of Transportation (Caltrans), Division of Aeronautics, has analyzed the proposed K-12 Oxnard School District Teal Club Middle School Site, which is bounded on the north by Doris Avenue and on the west by North Patterson Road in Oxnard, California. The site is located about 1,800 feet north of the airport runway midfield point at the Oxnard Airport.

Our analysis consisted of a review of the California Code of Regulations (CCR), Title 21, section 3570, Caltrans' Airport Land Use Planning Handbook (Handbook), the Oxnard Airport Master Plan, instrument approach procedures, our files, and other publications relating to aircraft operations at the Oxnard Airport. The Ventura County Airport Land Use Commission and the airport's management were given an opportunity to comment, and their comments were considered. Enclosed is a map of the site that was reviewed.

Oxnard Airport is an active general aviation/small scheduled service airport with approximately 107 based aircraft and approximately 54,500 operations a year. The airport's runway is 5953 feet long. The runway is oriented on magnetic bearings of 078 degrees and 258 degrees. According to the Handbook, Runway 7/25 is designated as a "Medium General Aviation Runway." Using the CCR and Handbook runway criteria, the proposed school site falls inside of Safety Zone 6, identified as the Traffic Pattern Zone. Density restrictions for school sightings inside of Zone 6 are specified in the Handbook.

This office conducted a flight inspection of the Oxnard Airport on June 17, 2014. Our flight inspection revealed that the site will experience numerous over-flights by aircraft maneuvering at around 1000 feet in altitude as they arrive or depart the airport. The general aviation traffic patterns are on both sides of the runway. The school site is impacted by the north side "downwind leg" for Runway 7/25. According to airport staff, approximately 50 percent of the total airport traffic uses the north traffic pattern, which impacts the school site. Although our flight inspection revealed the site will experience several overflights by aircraft arriving or departing the airport, our investigation did not reveal any condition that would create an undue hazard. While there is generally a low to moderate risk of an accident occurring at the proposed site, the potential consequences of any accident could be severe. Caltrans cannot guarantee the safety of this, or any site.

*"Provide a safe, sustainable, integrated, and efficient transportation system
to enhance California's economy and livability"*

ATTACHMENT 7

9K17

Mr. Robert Corley
August 19, 2014
Page 2

The Ventura County Airport Land Use Commission strongly opposes this site and has deemed it as inconsistent with their Airport Land Use Compatibility Plan (letter enclosed). The Airport also opposes the school site as planned, but the Airport would like to see conditions imposed, if the site is approved (see letter enclosed). Additionally, the site falls within Airport Traffic Pattern Zone 6 as defined by our Handbook. Handbook guidelines indicate that school facilities in this zone should be limited to no more than 300 persons per acre on average and no more than 1200 people per acre at any given time within Zone 6.

We recommend the school district look for a different site further away from the airport runway. However, based upon our evaluation of existing conditions and planned airport development, Caltrans does not recommend against the proposed school site. If this site is selected for school development, the foregoing density restrictions as stipulated in the Handbook should be followed, and the school district should grant the Airport a permanent aviation easement and follow the soundproofing and disclosure requests made in the Airport's letter. If the property is not acquired by August 14, 2019, another site evaluation by Caltrans will be required.

Sincerely,



DANIEL R. GARGAS
Aviation Safety Officer

Enclosures

bc: Aileen Loe, District 5

December 19, 2019

Mr. Mark Sullivan
The Law Office of Mark F. Sullivan
2625 Townsgate Rd., Suite 330
Westlake Village, CA 91361

RE: Airport Properties Limited, LLC; Public Records Request dated
November 27, 2019

Dear Mark,

Attached are the materials relating to your Public Records Request dated November 27, 2019, including copies of comments which came in after the deadline.

Sincerely,



Madeline Herrle
Lease Manager
Madeline.Herrle@Ventura.org
805.388.4243

Enclosures

December 27, 2019

Ms. Sheila Sannadan
Adams Broadwell Joseph & Cardozo
601 Gateway Blvd, Suite 1000
South San Francisco, CA 94080-7037

RE: December 13, 2019 letter Public Records Request

Dear Ms. Sannadan,

Attached is the cost estimate for fulfilling the records request of your letter communication to Kip Turner dated December 13, 2019 which total \$116.35.

The Department of Airports will process this request upon payment, and the documents will be ready to be picked up within 14 days after such payment is received.

Sincerely,



Madeline Herrle
Lease Manager
Madeline.Herrle@Ventura.org
805.388.4243

Enclosure

gm

December 31, 2019

Ventura County Transportation Commission
ATTN: Darren Kettle, Executive Director
950 County Square Drive, Suite 207
Ventura, CA 93003

Re: December 6, 2019, Letter from City of Camarillo Regarding CloudNine Project

Dear Mr. Kettle:

The County of Ventura has reviewed the above-described letter to your Commission, requesting various actions relating to the CloudNine project at the Camarillo Airport. The City's letter lacks legal and factual support. The County therefore requests that your Commission take no action regarding the CloudNine project.

The CloudNine Project

The CloudNine project is a proposed ground lease between the County and a private developer, RKR Incorporated, to develop an approximately six-acre site in the northeast corner of Camarillo Airport. The project will eventually include the construction of four 25,000 square-foot aircraft hangars, plus associated offices and ramp space. Although the lease was approved by the Ventura County Board of Supervisors on September 25, 2018, the County has not yet executed the lease. The lease was also approved by the Camarillo Airport Authority on August 9, 2018.

The CloudNine project is currently undergoing environmental review, with a draft Mitigated Negative Declaration (MND) having been opened for public comment on October 21, 2019, and closed on November 20, 2019. The County's review of those public comments is ongoing, and it is anticipated that the MND, including any revisions that come out of the public-comment process, will be presented to the County's Board of Supervisors in early 2020 for approval.

The City's Letter Lacks a Factual Basis

The City's letter claims that the CloudNine project will "facilitate" Boeing Business Jets. (City letter, p. 1.) This is not correct. The hangar facility contemplated in the CloudNine project is not suitable for, is not being designed for, and will not house, Boeing Business Jets (a type of Boeing 737). The CloudNine project is intended to develop hangars for private jet aircraft, consistent with the Camarillo Airport's current and planned operations and within all legal restrictions under which the Camarillo Airport currently operates, including the 1976 Joint Powers Agreement (JPA) between the County and the City.

9nl

The City's claim that the CloudNine project will "facilitate" Boeing Business Jets rests solely on the anticipated physical dimensions of the pavement in front of the hangars.

In its letter, the City misquotes a portion of the draft MND, which the City included as an enclosure. The City says that the draft "MND expressly notes that the Project's purpose is to facilitate larger aircraft 'such as the Boeing Business Jet 737-800 or a Gulfstream G650'" (City letter, p. 1, quoting from the draft MND.) The draft MND does no such thing.

The language the City quotes is not found in the draft MND's statement of the project's purpose but instead in its description of the physical dimensions of the ramp to be built in front of the proposed hangars: "This depth [120 feet] can accommodate an aircraft such as the Boeing Business Jet 737-800 or a Gulfstream G650, two of the largest types of aircraft that are anticipated to use the airport." (Draft MND, p. A-4 [a footnote, omitted here, provides the physical dimensions of these two aircraft].) The only other mention of a Boeing Business Jet is found in a table on page B-3 of the draft MND, listing the aircraft for which the draft MND conducted its environmental analysis.

In addition, the developer of the CloudNine project, RKR, Incorporated, has assured the County, in writing, that Boeing Business Jets are not going to operate out of the CloudNine facility: "RKR Inc is NOT and has NO intention now or in the future to allow Boeing 737 aircraft to operate from the CloudNine location." (See enclosure, p. 1.) RKR also notes that the designed height for its hangars would not accommodate a 737. (Enclosure, p. 2.)

If the mere size of a hangar's ramp were to constitute proof that the project intends to "facilitate" Boeing Business Jets, the CloudNine project would hardly be worth mentioning, given that the physical dimensions of the runway, taxiways, and other airport tenants' ramps at the Camarillo Airport are also large enough to accommodate Boeing Business Jets, which has been true since long before the County acquired the Camarillo Airport from the Air Force in 1976. The infrastructure of the Camarillo Airport is designed to accommodate aircraft up to a certain width (wingspan) and height, under the FAA's Airplane Design Group (ADG III). ADG III includes all aircraft—regardless of manufacturer, model, weight, or other characteristic—between 79 and 118 feet wide and between 30 and 45 feet tall. ADG III encompasses Boeing Business Jets, simply because Boeing Business Jets fit within the above limits. But Boeing Business Jets cannot operate at the Camarillo Airport except under limited circumstances, because of the 1976 JPA.

That JPA imposes an aircraft weight limit of 115,000 pounds. The JPA is otherwise silent on aircraft dimensions and does not exclude aircraft based on manufacturer or model. Fully loaded with fuel, a Boeing Business Jet would exceed the 115,000-pound weight limit, but a Boeing Business Jet with a smaller fuel load can be safely operated under that limit. And many aircraft that fall into the ADG III dimensions are already based at and use the Camarillo Airport on a regular basis, in compliance with the JPA's 115,000-pound limit. Nothing in the draft MND or the CloudNine project alters, or could alter, the 115,000-pound limit in the JPA.

9n2

It is true that the draft MND included Boeing Business Jets in its assumptions for purposes of evaluating the environmental effects of the CloudNine project, but this helps more than it hurts, because the draft MND finds that even Boeing Business Jets, which are heavier than the aircraft for which the CloudNine project is being designed, would have no significant environmental impacts at the Camarillo Airport.

The City's letter also fails to identify any element of either the Camarillo Airport Master Plan or your Commission's Comprehensive Airport Land Use Plan that conflicts with the CloudNine project. As discussed below, your Commission's authority extends only to determinations of consistency with that Airport Land Use Plan.

In sum, the mere size of the CloudNine project's ramp will not "facilitate" Boeing Business Jets, and the City has not identified any other basis for your Commission to take action on this project.

The City's Request Lacks a Legal Basis

Even if the City had been able to identify a reason for your Commission to act here, it does not appear that your Commission has a legal basis for doing so. Reviewing individual projects is beyond your Commission's legal authority, and the City provides no legal ground for believing otherwise.

The Legislature lists your Commission's powers in Public Utilities Code section 21674, and they do not include reviewing particular airport projects. Your Commission's powers "shall in no way be construed to give the commission jurisdiction over the operation of any airport." (Pub. Util. Code, § 21674(e).) As relevant here, your powers include only the review of certain County *regulatory* actions under Public Utilities Code section 21676, to determine whether a County action is consistent with your Commission's Comprehensive Airport Land Use Plan. (Pub. Util. Code, § 21674(d).)

Under section 21676, your Commission may review County regulatory actions in only three circumstances: (1) When the County proposes to amend a general plan or specific plan; (2) when the County proposes to adopt or approve a zoning ordinance or building regulation; and (3) when the County proposes to modify its airport master plan. (Pub. Util. Code, § 21676(b), (c).) None of these three predicate acts has occurred, and the City's letter does not claim otherwise. Your Commission therefore has no legal basis for taking action here.

The CloudNine project is important to the Camarillo Airport and the County, but despite various efforts to show otherwise—including the City's here—the project is largely unremarkable. It does not involve regulatory changes. It will not result in a change in the aircraft types operating at the airport. It will not violate the 1976 JPA. It is in no way inconsistent with any governing plan or regulation. This project involves nothing more than the construction of four aircraft hangars and associated facilities on a public airport, a place where aircraft hangars and associated facilities must be built, where hangars and related

facilities of similar sizes have existed for decades, and where aircraft of similar size and weight have operated for decades. It does not warrant your Commission's attention.

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

Enclosure: Letter from RKR Incorporated dated November 19, 2019

cc: Board of Commissioners, Ventura County Transportation Commission
Board of Supervisors, County of Ventura
David Norman, City Manager, City of Camarillo
City Council, City of Camarillo
Michael Powers, County Executive Officer, County of Ventura



November 19, 2019

Kip Turner
Airports Director, County of Ventura
Ventura County Dept. of Airports
555 Airport Way. Suite B
Camarillo CA 93010

RE: Boeing 737 Operations from CloudNine

Dear Kip,

It has been brought to my attention that there is a rumor being circulated through-out the airport and local community that the CloudNine hangars are being constructed to accommodate and house Boeing 737 aircraft (See attached Ad in Ventura County Star). I would like to address this on the record to help clear up any misconceptions there may be and to reassure the tenants and local community of the intent of the CloudNine development.

As you know parts of the CloudNine development and supporting taxi-lane are designed and engineered to the Airports current design group (ADG III) which does include the Boeing 737 aircraft among others. When engineering certain elements of this project RKR must always take into consideration continuity of the current airport design standards while also ensuring this project stands the test of time far beyond RKR's initial lease. Please do not mistake RKR's desire to comply with the current airports design group as anything other than that. RKR is also aware of the current Joint Powers Agreement that exist between the city of Camarillo and the County of Ventura that limits aircraft operating weight at 115,000lbs as such RKR Inc. seeks to always operate within the safe operating limitation set forth by the County of Ventura and the Federal Aviation Administration.

Although one party approached RKR early in the development phase with a Boeing BBJ request, RKR Inc and the development team in coordination with the interested party ultimately determined Camarillo and the CloudNine development were not a suitable location for their aircraft to operate from. Additionally, the cost of engineering the hangars to accommodate the additional wingspan and tail height were cost prohibitive. For that reason, among others, the CloudNine development as a whole is NOT physically designed to accommodate the Boeing 737 aircraft. To be clear, **RKR Inc is NOT and has NO intention now or in the future to allow Boeing 737 aircraft to operate from the CloudNine location.** Attached you will also find a section of CloudNine's current design packet showing the various elements of the structures

design dimensions including door height limited to 28 feet again making the structure unusable by the Boeing 737 which boast a tail height of over 41 feet.

We hope this letter helps dispel any rumors and demonstrates RKR Inc's willingness to commit to a development that the community can be proud of. Feel free to contact me for any questions or concerns you might have.

Sincerely,



Ronald K. Rasak
CEO RKR Inc.

cc: Supervisor Kelly Long
Supervisor John Zaragoza
Co. of Ventura CEO Mike Powers
Airport Authority Chair Bill Thomas
Camarillo City Manager Dave Norman



ATTENTION CAMARILLO

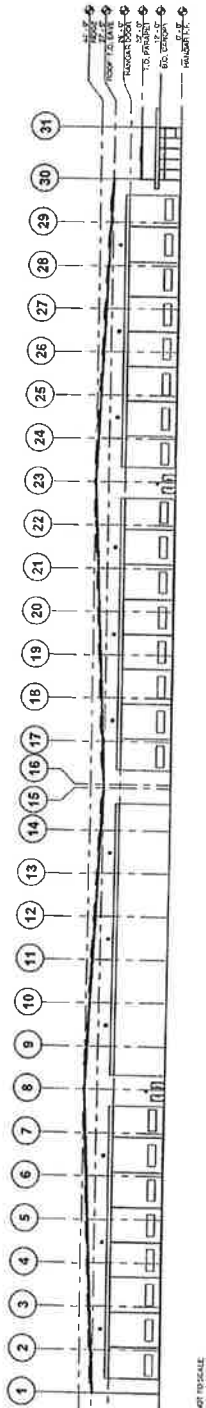
BIG JETS ARE COMING SOON UNLESS YOU ACT

Page 2A of the Ventura County Star on November 18, 2019, states that the proposed new hangars on Las Posas Road will be "large enough to house the type of business jets that already use the airport". True but misleading. The Department of Airports is proposing to base airliner-sized Boeing Business Jets there under a 50-year lease. If approved these will be the largest and potentially the loudest aircraft ever permanently based at this airport. These private Boeing 737-800s are up to twice as heavy on take-off as the 10-15 passenger executive jets that currently use the airport.

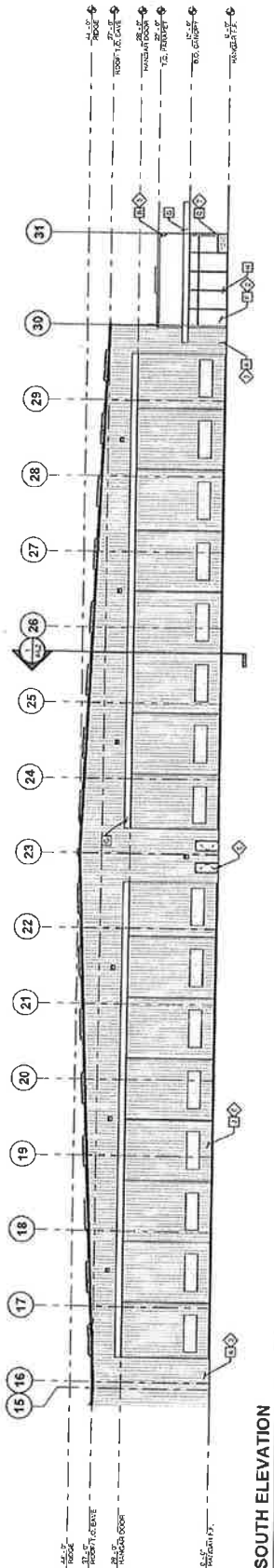
If approved, this proposal will fly in the face of a 1976 agreement with the City of Camarillo not to base such large aircraft at this airport.

If you disagree, you only have until 5:00 PM on Wednesday, November 20, 2019, to submit written comments to Ms. Erin Powers at erin.powers@ventura.org. The Department of Airports has refused to extend the comment deadline despite the lack of effective public notice.

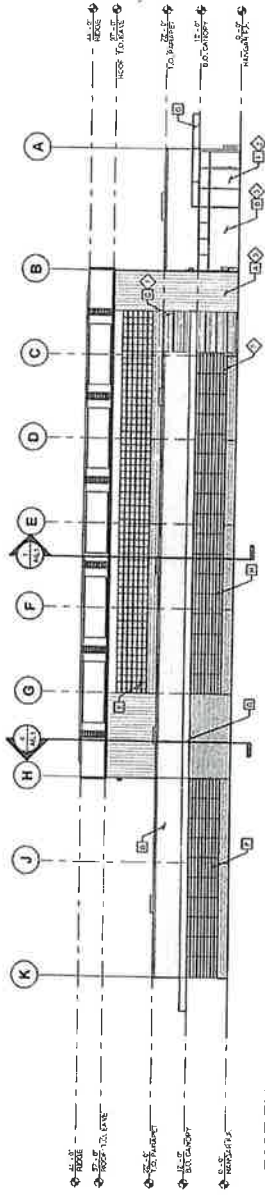
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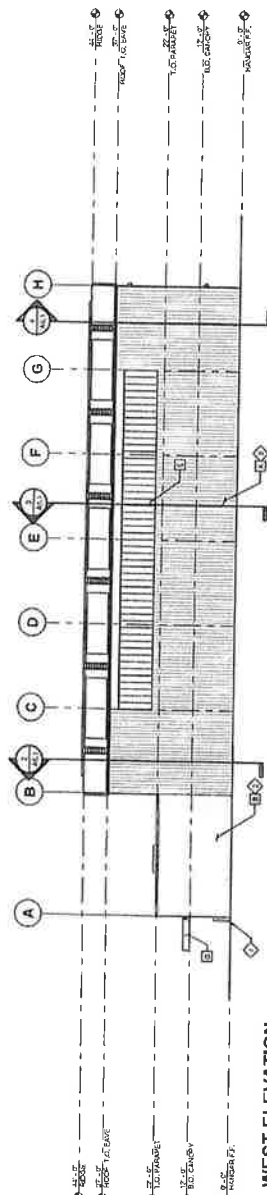
OVERALL SOUTH



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

KEYNOTES

- 1. 1/2" THICK INSULATED GLASS UNIT
- 2. ALUMINUM FRAMED GLASS DOOR
- 3. INSULATED METAL WALL PANEL
- 4. CONCRETE TELEPHONE BOOTH
- 5. POLYURETHANE FOAM INSULATION
- 6. 1/2" THICK INSULATED GLASS UNIT
- 7. 1/2" THICK INSULATED GLASS UNIT
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FINISH KEYNOTES

- 1. 1/2" THICK INSULATED GLASS UNIT
- 2. ALUMINUM FRAMED GLASS DOOR
- 3. INSULATED METAL WALL PANEL
- 4. CONCRETE TELEPHONE BOOTH
- 5. POLYURETHANE FOAM INSULATION
- 6. 1/2" THICK INSULATED GLASS UNIT
- 7. 1/2" THICK INSULATED GLASS UNIT
- 8. 1/2" THICK INSULATED GLASS UNIT
- 9. 1/2" THICK INSULATED GLASS UNIT
- 10. 1/2" THICK INSULATED GLASS UNIT
- 11. 1/2" THICK INSULATED GLASS UNIT
- 12. 1/2" THICK INSULATED GLASS UNIT
- 13. 1/2" THICK INSULATED GLASS UNIT
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- 27. 1/2" THICK INSULATED GLASS UNIT
- 28. 1/2" THICK INSULATED GLASS UNIT
- 29. 1/2" THICK INSULATED GLASS UNIT
- 30. 1/2" THICK INSULATED GLASS UNIT
- 31. 1/2" THICK INSULATED GLASS UNIT



CLOUDNINE

EXTERIOR ELEVATIONS
NEW HANGAR FACILITY
CLOUD 9 AT CAMARILLO
LAS POSAS ROAD
CAMARILLO, CA

SCALE: 1/8" = 1'-0"

A5.2

JOB NO. 5435
04/12/2019
CLOUDNINE ARCHITECTS

978

January 2, 2020

Greg Epstein, Executive Director
Enhanced Landscape Management
1938 Thousand Oaks Blvd.,
Thousand Oaks, CA 91362

RE: Lease for yard space – Eubanks Road and Aviation Way lot

Dear Greg:

Attached for your signature are two month to month lease agreements for 10,000 square feet of yard space in the parking lot area located at Eubanks Road and Aviation Way in the Camarillo Airport Business Park.

Please sign on the signature line, and also initial each page where indicated, and return both originals back to me along with the Evidence of Insurance and the security deposit of \$3,375.00. The first month's rent should also accompany the documents, in the amount of \$1,125.00 and made payable to **County of Ventura Dept. of Airports**.

Thank you for your cooperation and we look forward to working with you.

Sincerely,



Madeline Herrle
Lease Manager

Madeline.Herrle@Ventura.org
805.388.4243

Enclosures

January 6, 2020

Ms. Sheila Sannadan
Adams Broadwell Joseph & Cardozo
601 Gateway Blvd, Suite 1000
South San Francisco, CA 94080-7037

RE: December 13, 2019 letter Public Records Request

Dear Ms. Sannadan,

We received your payment today and will provide the documents requested within 14 days (January 20, 2020).

Sincerely,



Madeline Herrle
Lease Manager

Madeline.Herrle@Ventura.org
805.388.4243

From: [Turner, Kip](#)
To: [Darren Kettle](#)
Cc: [Zaragoza, John](#); [Bravo, Robert](#)
Subject: Follow up to Ventura County Department of Airports Letter Concerning RKR Development Project
Date: Tuesday, January 7, 2020 1:25:29 PM
Attachments: [image001.png](#)
[12-31-19 VCTC CloudNine Letter.pdf](#)

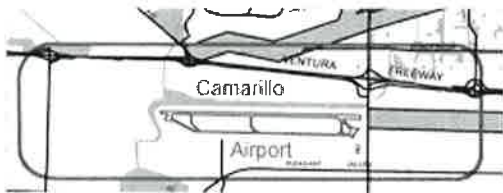
Darren,

Please consider and add the following comments to further supplement the recent letter sent on behalf of the Department of Airports (attached), regarding the RKR (CloudNine) development project which is planned on Airport property.

General Plan, section 2.14.2.2(4) does not require VCTC to review the CloudNine lease, simply because the term "Airport Hazard Zone" used in that section does not include the airport itself.

Section 2.14.2.2(4) says: "Discretionary development within the Airport Hazard Zones shall be reviewed by the Ventura County Transportation Commission (VCTC) for consistency with the Ventura County Comprehensive Airport Land Use Plan."

The term "Airport Hazard Zone" is not defined in the General Plan except graphically, using a map known as a "Hazards Protection Map," which simply draws a box around the Camarillo Airport. (See § 2.14.2.2(1).)



The box appears at first glance to include the airport itself, but the text of the General Plan tells us that's not the intent. In the same section (2.14.2.2(1)), we're told that the only uses allowed within this box are the following:

- Agriculture and agricultural operations.
- Cemeteries.
- Energy production from renewable resources.
- Mineral resource development.
- Public utility facilities.
- Temporary storage of building materials.
- Waste treatment and disposal.
- Water production and distribution facilities.

Notably missing are aviation-related uses, which surely would have been allowed if "Airport Hazard Zone" were intended to include the airport itself. Therefore, the only plausible way to read "Airport Hazard Zone" is to exclude the airport itself. So when General Plan section 2.14.2.2(4) uses the term "Airport Hazard Zone," it means land other than the airport itself.

Thank you,

991

Kip

Kip Turner
Ventura County Department of Airports
Director of Airports



City of Camarillo

601 Carmen Drive • P.O. Box 248 • Camarillo, CA 93011-0248

City Manager's Department
(805) 388-5307
fax (805) 388-5318

January 9, 2020

VIA EMAIL (dkettle@goventura.org)

Darren Kettle
Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

Re: Response to Department of Airport Letter of 12/31/19 and E-Mail of 1/7/2020 Regarding Proposed CloudNine Project at Camarillo Airport

Dear Mr. Kettle:

On behalf of the City of Camarillo ("City"), I want to thank you and your staff for implementing the City's request to agendize the CloudNine Project ("Project") for discussion at the Commission's meeting on January 10, 2020.

As you know, the City submitted a letter to you on December 6, 2019 (Exhibit 1) requesting the VCTC to agendize a consistency hearing for a determination of whether the Project as described and analyzed in the MND is consistent with the Airport Comprehensive Land Use Plan ("ACLUP") and the Camarillo Airport Master Plan ("CAMP"). The City has received a copy of the December 31, 2019 letter ("DOA Letter"), copy attached as Exhibit 2, from Kip Turner, Director of the Ventura County Department of Airports ("DOA" or "County"), as well as a copy of the January 7, 2020 email from Mr. Turner supplementing that DOA Letter ("DOA Letter Supplement") which is attached hereto as Exhibit 3.

For the reasons described below, the DOA Letter and DOA Letter Supplement underscore the City's concerns with the manner in which the DOA is pursuing its environmental review of the Project which, if the MND is taken at face value, extends far beyond what the applicant claims to be pursuing, and whether done intentionally or not, would facilitate actions that are inconsistent with the Commission's adopted ACLUP and the CAMP.

Therefore, the City hereby reaffirms its request for the VCTC to agendize a full review and determination of whether the Project as described and analyzed in the MND is consistent with the ACLUP and the CAMP.

9r1

I. The Project MND Repeatedly Confirms that Large Boeing Business Jet 737-800 Aircraft Will Operate at the Airport as a Result of the Approval of the Project Despite Such Jets Being Prohibited Under the CAMP and Inconsistent with the ACLUP.

The DOA Letter contradicts itself by initially asserting on page 2 that the City “misquotes” the MND with respect to a connection between the Project and Boeing Business Jet 737-800 aircraft (“Boeing Business Jets”) and yet then conceding on page 3 that “[i]t is true that the draft MND included Boeing Business Jets in its assumptions for purposes of evaluating the environmental effects of the CloudNine project...” The MND speaks for itself and the DOA cannot have it both ways. In the excerpt of the MND originally provided by the City,¹ under the heading “Description of the Proposed Project” (the key to any legally adequate environmental analysis under CEQA²), the ramp by which the “proposed hangars *would be accessed*” is of a depth that “can accommodate an aircraft such as the Boeing Business Jet 737-8000 or Gulfstream G650, *two of the largest types of aircraft that are anticipated to use the airport.*” (Emphasis added.)

Appendix B of the MND unequivocally connects the Project to significant numbers of Boeing Business Jets: “Table B1 list the existing condition with and without operations associated with the proposed Cloud 9 development. As noted in the table, *the Proposed Project contours were modeled with additional ... business jet aircraft which are anticipated to operate at the airport as a result of the proposed Cloud 9 development.*”³ (Emphasis added.)

The noise analysis in Appendix B is based on the assumption that “ten fixed wing aircraft ... will be stored in the Cloud 9 hangars. *The additional aircraft associated with the Cloud 9 hangars assumed for the noise modeling are summarized in Table B2.*”⁴ (Emphasis added.) Table B2 lists the *Boeing Business Jet and Gulfstream G650* as aircraft that each will utilize Hangar 4 of the Project *for up to 312 annual operations.*

In light of the clear inclusion of Boeing Business Jets and Gulfstream G650 aircraft by the DOA in both the Project Description and environmental analysis of the Project’s MND, the approval of which as drafted would provide environmental clearance for the operation of Boeing Business Jets and Gulfstream G650 aircraft, the VCTC should not be swayed by the current developer’s/lessor’s non-binding statements as to what type of aircraft is currently proposed to be housed in the Project’s hangars.

With respect to the contention in the DOA Letter that the City has failed to identify an element of the CAMP that conflicts with the CloudNine Project, this is also incorrect. The City’s December

¹ City letter of 12/6/19, Exhibit 1.

² Numerous cases have repeated the general principal that an accurate, stable and finite project description is the indispensable prerequisite to an informative and legally sufficient CEQA document. (CEQA Guidelines § 15124; *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 192; see also *Washoe Meadows Community v. Department of Parks & Recreation* (2017) 17 Cal.App.5th 277, 287; *Save Round Valley Alliance v. County of Inyo* (2007) 157 Cal.App.4th 1437, 1448; *San Joaquin Raptor Rescue Ctr. v. County of Merced* (2007) 149 Cal.App.4th 645, 655; *San Joaquin Raptor/Wildlife Rescue Ctr. v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 730; *Kings Canyon Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 738.)

³ City letter of 12/6/19, Exhibit 1.

⁴ Id.

9r2

6, 2019 letter contained the following discussion regarding the Project's inconsistency with the CAMP that the DOA Letter simply chose to ignore:

“[T]he CAMP appears to limit airport development and use to the types/sizes of smaller planes currently utilizing the airport and prohibit Boeing Business Jets and other aircraft larger than the Gulfstream V and Global Express models. (See CAMP, pp. 3-2 to 3-8 including Exhibit 3-A [attached hereto as Exhibit 3].)”⁵

In short, the City has demonstrated a clear and compelling factual and legal basis for the Commission's review of the Project.

II. The Commission Has Authority to Review and Comment on the CloudNine Project

The Commission should reject the DOA's constrained interpretation of the VCTC's legal authority as the local Airport Land Use Commission. In establishing ALUCs, the Legislature expressly declared that such commissions are established “to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports....” (Public Utilities Code § 21670(a)(2).)

To carry out these vital purposes, the Legislature, in Public Utilities Code section 21674, granted the Commission the following powers and duties:

(b) To coordinate planning at the state, regional, and local levels so as to *provide for the orderly development of air transportation, while at the same time protecting the public health, safety, and welfare.*

(d) *To review* the plans, regulations, and *other actions of local agencies* and airport operators pursuant to Section 21676.

The contention in the DOA letter that the Commission lacks jurisdiction under Public Utilities Code section 21674(d) to determine whether the proposed Project is consistent with the ACLUP because the County is not formally proposing to modify the CAMP for this Project is misplaced.

The Legislature clearly delegated to the Commission the authority to make consistency determinations on local agency actions that may require a modification to an airport master plan, and the County's apparent determination to avoid such modification by proceeding with a Project that has a description at odds with the CAMP should not allow the Project to avoid scrutiny by the Commission.

Additionally, the City is puzzled as to why the DOA Letter Supplement makes reference to Ventura County General Plan Policy 2.14.2.2(4). The contention in the DOA Letter Supplement that Policy 2.14.2.2(4) further supports the notion that the Commission lacks such jurisdiction is also without merit. Simply put, the City does not cite or rely on that Policy to support its argument that the

⁵ City letter of 12/6/19 at p 2, and Exhibit 3 thereto.

9r3

Commission has the authority to review and that the DOA is legally required to refer the Project to the Commission for a consistency determination before considering whether to approve the Project.

As demonstrated above and in the City's December 6, 2019 letter, that authority is tied to the fact that the Project described, analyzed and provided CEQA clearance by the proposed MND is clearly at odds with and thus requires an amendment to the CAMP as part of any decision to approve the Project. As the DOA Letter concedes, the Commission absolutely has the power pursuant to Public Utilities Code section 21676(c) to review projects like the proposed CloudNine Project which require a modification to the applicable airport master plan.

Moreover, nothing in the Public Utilities Code precludes the Commission from commenting on a local agency's environmental document in accordance with the California Environmental Quality Act where resources under the jurisdiction of the Commission (e.g., local airport land uses) could be affected by the Project. (*See* Public Resources Code §21104; *see also* CEQA Guidelines §§15072(e) and 15086(a).)

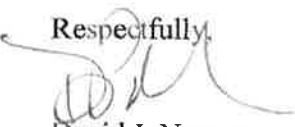
In sum, there is a clear legal basis for the Commission's review of the Project with respect to a consistency determination regarding the CAMP and ACLUP, as well as potential environmental impacts associated with the proposed operation of larger Boeing Business Jets and Gulfstream G650 aircraft at the Camarillo Airport.

III. The Department of Airports Can End This Controversy by Agreeing to Revise the Project Description and Analysis of the MND to Eliminate the Proposed Operation of Boeing Business Jets and Other Large Aircraft.

The DOA Letter indicates that there may be revisions to the MND that come out of the public comment process. Based on the purported disavowal of the developer not "to allow Boeing 737 aircraft to operate from the CloudNine location," the simple solution to this controversy would then be for the applicant and the County to remove all references to such aircraft in the Project Description of the MND and to remove all environmental analysis of the hundreds of annual flights associated with such aircraft operating out of the Project hangars in the draft MND. With such revisions, the City and the general public, which have been understandably alarmed by the contents of the MND, will have appropriate assurances.

Accordingly, the City requests that the DOA make such commitment at the upcoming meeting, and when such revisions are formally made, the VCTC may remove this item from further consideration.

Respectfully,


David J. Norman
City Manager
City of Camarillo

9r4

Darren Kettle
January 9, 2020
Page 5 of 5

Exhibit 1: City Letter of December 6, 2019
Exhibit 2: Department of Airports Letter of December 31, 2019
Exhibit 3: Kip Turner E-Mail of January 7, 2020 Supplementing Department of Airports Letter
of December 31, 2019

cc: Board of Commissioners, Ventura County Transportation Commission
Board of Supervisors, County of Ventura
City Council, City of Camarillo
Michael Powers, County Executive Officer
Kip Turner, Director of Airports

9r5

MEMORANDUM

DATE: January 10, 2020
TO: Chairperson Minjares and Commissioners
FROM: Steve Mattas, General Counsel and Claire Lai
SUBJECT: Ventura County Airport Land Use Commission Review of the Cloud Nine Hangar Project at Camarillo Airport

INTRODUCTION AND SUMMARY

This memorandum relates to the request from the City of Camarillo, dated December 6, 2019, relating to the Cloud Nine Hangar Project. The City has requested that VCTC, in its role as the Ventura County Airport Land Use Commission ("ALUC"), place the proposed project on its next meeting agenda for review and comment. On December 31st, Kip Turner, Director of Airports for Ventura County, submitted a letter to the Commission which asserts that City's letter lacks legal and factual support and that further requests that the Commission take no action regarding the proposed Cloud Nine Project. Based on the facts presented in the City's request letter and in the letter from County's Director of Airports, draft CEQA documents, and relevant attachments, we do not believe this project is within VCTC's mandatory review jurisdiction based on state law but a voluntary review is allowed under state law with mutual consent of ALUC and the party with land use authority over the project, which we understand to be the County. Finally, while not addressed in either the City's or the County's correspondence, Ventura County General Plan Policy 2.14.2, subsection (4) does appear to require review by VCTC if the proposed project site is within the Airport Hazard Zone.

BACKGROUND

The County of Ventura ("County") is reviewing a project proposed by RKR Incorporated ("Applicant") to construct new hangars and office spaces at the Camarillo Airport. Commonly referred to as the "Cloud Nine Project" ("Project"), the proposed Project would construct four additional commercial hangars at Camarillo Airport and allow for the storage of larger private aircraft that are not currently available at the airport. The hangars will include office space and amenities such as lounges, fitness rooms, and flight department offices. The County and Applicant have negotiated and the County has approved but not yet signed a draft lease agreement for the location of the proposed Project which is at the unimproved area located at the northeast end of the airport. The County has prepared and released a draft Mitigated Negative Declaration ("MND") and may adopt the MND in the near future as we understand it. The City of Camarillo ("City") has

provided public comments to the County stating that the MND is inadequate and should be revised according to the points raised by the City.

The County and the City previously entered into an agreement in 1976 regarding the development and surrounding use at Camarillo Airport ("1976 Agreement"). The 1976 Agreement provides, among other things, that the County and City will jointly create the five-member Camarillo Airport Authority comprised of two members from each of their legislative bodies plus one public member. The County and City also agreed to submit all actions with respect to any matters including land use, development, or operation at the Camarillo Airport to that airport authority for review and recommendation (which the entities may override using specific voting methods). Additionally, the agreement provides certain restrictions on the use and operation of the airport. Of those restrictions, the 1976 Agreement limits usable runway length to 6,000 feet, noise levels to 60 CNEL average noise and 90 dBA single event, and aircraft weight to 115,000 lbs. The 1976 Agreement does not provide for review or referral to any other governmental entities. Both the letter from the County Director of Airports and a letter dated November 19, 2019 from the Project applicant RKR Incorporated state that the parties are aware of and will comply with the 115,000 pound aircraft weight limit set forth in 1976 JPA.

The Ventura County Transportation Commission ("VCTC" or "Commission") serves as the Airport Land Use Commission ("ALUC") for Ventura County. It has adopted an Airport Comprehensive Land Use Plan on July 7, 2000, which serves as the airport land use compatibility plan as required by state law for the Ventura region ("ALUCP"). The ALUCP covers the Camarillo, Santa Paula and Oxnard Airports as well as the Naval Air Station Point Mugu and their surrounding areas. For the Camarillo Airport, the County and City have also adopted the Camarillo Airport Master Plan (CAMP), which serves as the planning document for development within the airport's boundaries consistent with the ALUCP.

The City has now submitted correspondence to VCTC requesting that it include the Project on its next meeting agenda for review and comment. Specifically, the City requests that VCTC assess and comment on the Project's consistency with the ALUCP and the CAMP. Additionally, the City also asks VCTC to determine whether the County's MND is adequate and, if necessary, request the County to delay adoption of the MND until VCTC could provide comments.

The City bases its request on the following grounds:

- (1) The MND fails to acknowledge the 1976 Agreement. (i.e. allegedly violating aircraft weight requirement limits).
- (2) The MND fails to analyze whether the Project is consistent with the ALUCP or the CAMP. For instance, it merely determined that the CAMP "conceptually anticipated" private hangar development in the Project area.
- (3) VCTC, as the County's ALUC, has authority to review and provide consistency determinations to local agencies regarding proposed amendments and modifications to general and specific plans, zoning ordinances, building regulations, and airport master plans.
- (4) The Project would require a CAMP amendment because the CAMP limits the airport's development and use to smaller aircrafts than what the Project is proposing to store.
- (5)

APPLICABLE LAW

The duties of an ALUC are set forth under provisions of the California Public Utilities Code. The ALUC **does not** have jurisdiction over the operation of airports, nor do they approve projects or issue permits. Specifically, the ALUC serves the following statutory functions:¹

- Prepare and adopt an ALUCP for each of the airports within its county;
- Assist local agencies in ensuring compatible land uses in the vicinity of all new and existing airports;
- Coordinate planning among state, regional and local levels regarding air transportation development and protect public health and safety;
- Review plans, regulations, and other local agency actions for compliance with the ALUCP as provided by state law; and
- Adopt rules and regulations necessary to carry out these functions.

The Public Utilities Code specifies when cities and counties must refer certain actions to the ALUC for review. Caltrans has also published statewide guidelines, which are contained in the California Airport Land Use Planning Handbook ("Handbook"). These two sources of authority establish when ALUC review is required or voluntary.

A. Actions for which ALUC Review is Mandatory

(1) When a local agency proposes to:

- a. Adopt a general plan, specific plan, zoning ordinance, or building regulation, if the planning boundary is within the ALUCP influence area;²
- b. Adopt or amend its airport master plan;³ or
- c. Submit plans to construct an airport, or expand an existing airport (which requires an amendment to a state-issued airport permit).⁴

(2) When the ALUC has not adopted an ALUCP.

In this case, all local actions, regulations, and permits within the vicinity of a public airport must be submitted to the ALUC for review and approval.⁵ This section does not apply as VCTC has adopted an ALUCP

(3) When the local agency has not revised its general or specific plan to be consistent with an ALUCP or overruled the ALUC in that regard.⁶

Subsections (A)(2) and (A)(3) above are not relevant to this analysis as the ALUC has adopted an ALUCP and the relevant general plans are consistent with the ALUCP.

¹ Public Utilities Code section 21674.

² Public Utilities Code sections 21676 (a), (b).

³ Public Utilities Code section 21676 (c).

⁴ Public Utilities Code sections 21661.6, 21664.5.

⁵ Public Utilities Code section 21675.1(b).

⁶ Public Utilities Code section 21676.5(a).

With regards to Subsection (A)(1), when a local agency submits its general or specific plan to the ALUC for review, as stated in (A)(1) above, the ALUC will determine whether the plan(s) is consistent with the ALUCP. If the ALUC determines the plan is inconsistent, the local agency may amend its plan, or it may overrule the ALUCP after a public hearing and by a two-thirds vote of its governing body making specific statutory findings. If the local agency does not perform either action, state law allows the ALUC to require the local agency to submit all actions, regulations, and permits to the ALUC for review. The local agency may overrule any inconsistency determination with the same process above. As the project does not seek a general or specific plan amendment and for the reasons set forth below, we do not believe ALUC review is mandatory for this project under state law.

B. Actions for which ALUC Review is Voluntary

The conditions under which ALUC review is voluntary are as follows:

- (1) If the local general/specific plan and planning policies and regulations are fully consistent with the ALUCP.**
- (2) The ALUC has an agreement with the local jurisdiction to provide for such review.⁷**

This agreement should be reflected in the ALUCP, local plans, or some other mutually agreed upon policy documents.

We note that under these voluntary circumstances, the ALUC review becomes advisory, and local agency with land use authority need not formally overrule the ALUC contrary conclusion in order to proceed with the action at issue.⁸

C. California Environmental Quality Act (CEQA) Documents

There is no special provision under CEQA that would require certain environmental documents to be independently submitted for ALUC review. The Handbook provides, however, that such CEQA documents should be provided to the ALUC in conjunction with a local action submitted for ALUC review under the circumstances described above.⁹

DISCUSSION

Based on our review of the Project documents and relevant exhibits, we do not believe the Project is within the Commission's mandatory jurisdiction serving as the ALUC. Here, the Commission has adopted an ALUCP, and there is no evidence suggesting that the County or City's plans and policies are inconsistent with the ALUCP. Additionally, the Project does not constitute an action for which state law would mandate ALUC review, and there are no state law provisions requiring the ALUC to review CEQA documents. Further, assuming aircraft utilizing additional hangars proposed by the Project would comply with the weight limitation set forth in the 1976

⁷ Public Utilities Code section 21676.5(b).

⁸ Handbook pp. 6-5 to 6-6.

⁹ Handbook pp. 6-6.

Agreement as is set forth in the letters from the County Airports Director and the project applicant, no other evidence has been provided suggesting that the Project would require a CAMP amendment.

We also note that, as stated under (B)(2) in the section above, that the County/City¹⁰ and ALUC could enter into a voluntary agreement to allow for review of this project but that would require mutual consent of the parties.

We do note, however, that Ventura County General Plan policy 2.14.2, subsection (4) expressly provides that “Discretionary development within the Airport Hazard Zones shall be reviewed by the Ventura County Transportation Commission (VCTC) for consistency with the Ventura County Comprehensive Airport Land Use Plan.” While this would need to be confirmed by County staff, it does appear from Figure 2 of the County General Plan that the Project site is within the Airport Hazard Zone. Also, while Discretionary Development is broadly defined in the Ventura County General Plan, VCTC staff would want to confirm with Ventura County staff that the Project does require a discretionary approval by County, particularly given that the lease itself was, according to the County’s letter previously approved on September 25, 2018. .

I. VCTC has adopted an Airport Land Use Compatibility Plan in its capacity as the ALUC, and there are no facts suggesting that the County or City’s plans and policies are inconsistent with that plan.

The Commission has adopted the “Airport Comprehensive Land Use Plan” in 2000. This plan serves as the ALUCP for the Ventura County region as required by Public Utilities Code section 21674. This plan includes the four airports located in the County and identifies the future land use plan and designations in the airports’ surrounding areas, the anticipated airport activities, and compatibility issues such as forecast noise exposure around the airports.¹¹ These uses, designations, and compatibility standards have been incorporated into the County and City’s planning policies.

The County’s general plan specifically provides that the general plan must remain consistent with the ALUCP.^{12,13} Likewise, the City has adopted the CAMP that is consistent with the ALUCP

¹⁰ The party to this voluntary agreement with ALUC would be the entity with land use authority over the airport itself.

¹¹ The ALUCP (referred to as the Airport Comprehensive Land Use Plan in the local document) may be viewed and downloaded at <https://www.goventura.org/wp-content/uploads/2018/03/2000-airport-land-use-for-ventura-county.pdf> (last accessed December 30, 2019).

¹² General Plan Goals, Policies and Programs Sections 2.14.2 (2),(4); 4.2.2 (11); 4.2.3, all of which can be viewed and downloaded at <https://docs.vcrma.org/images/pdf/planning/plans/Goals-Policies-and-Programs.pdf> (last accessed December 30, 2019).

¹³ The General Plan goals and policies document has designated lands close to each of the airports as “Airport Hazard Zones” and requires Discretionary developments within these areas to be reviewed by VCTC, acting as the ALUC, for consistency with the ALUCP, in order to avoid accidents and air traffic related hazards. The County General Plan also designates certain areas around the airport as Agriculture or Open Space on the General Plan Land Use Map and limits allowed land uses to certain uses such as agriculture, public utility, waste water disposal, energy production and storage purposes. See General Plan Goals, Policies and Programs Sections 2.14.2 (2)(4) and Figure 2.

and has incorporated the land use and compatibility standards into its zoning code.¹⁴ Therefore, based on these facts, this Project does not require mandatory ALUC review under (A)(2) and (3) above because VCTC has already adopted an ALUCP and there is no indication that the local agencies' plans and policies are inconsistent therewith.

II. The Project does not constitute an action for which state law would mandate ALUC review.

Likewise, ALUC review is not mandated for this Project because the County is not proposing to adopt or amend its General Plan, zoning or building regulations, nor is it proposing to construct or expand an existing airport. As presented in the Project review documents, the applicant is proposing to construct four new hangars and office facilities at the Camarillo Airport. There is no proposal to amend the County or the City's general plan, a specific plan, or a zoning or building regulation. The Project proposes to develop existing open land within the airport boundaries and will add new hangars to the airport¹⁵, but it does not appear to be expanding the area or boundaries of that airport (as there are no plan submittals to do so) and does not appear to require any amendment to a state-issued airport permit.

III. Since a CAMP amendment does not appear to be necessary to approve the project, the requirement to refer a plan amendment to ALUC for review would not apply under state law.

The City argues that the CAMP limits the use of the Camarillo Airport to smaller aircraft. For example, the CAMP prohibits Boeing Business Jets and other planes larger than the Gulfstream V and Global Express models, and the plan's references to future large private commercial hangars in the Project area are insufficient to determine whether the Project is consistent with the CAMP.

The Project appears to be consistent with the CAMP in proposing to add new hangars which are anticipated in the CAMP. First, the CAMP specifically provides that additional hanger spaces will be needed during the future planning period for this airport. The CAMP includes a comparison of existing hangar space to future hangar requirements, which indicates that the airport will need significantly more hangar space than what it currently provides.¹⁶ Likewise, the CAMP observes that the Camarillo Airport is expected to include additional business class aircraft with larger wingspans, which would require larger facilities.¹⁷

¹⁴ CAMP pp. 1-27. The CAMP may be viewed and downloaded at https://vcportal.ventura.org/AIRPORTS/docs/document_library/Camarillo_Airport_Master_Plan.pdf (last accessed December 30, 2019).

¹⁵ See page A-4 of Exhibit 1 attached to the City of Camarillo's December 6, 2019 correspondence. See Exhibit 5A of CAMP, available at https://vcportal.ventura.org/AIRPORTS/docs/document_library/Camarillo_Airport_Master_Plan.pdf, and page A-3 of the draft MND, available at <https://www.cityofcamarillo.org/City%20Manager/Trending/CloudNine%20Draft%20CEQA%20IS-MND%20for%20Public%20Review%2010.2019.pdf> (both last accessed December 30, 2019). See also the letter from County Airports Director dated December 31, 2019.

¹⁶ CAMP pp. 3-26, 3-27; Exhibit 3E.

¹⁷ CAMP pp. 4-26.

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Additionally, the CAMP specifically provides that the “east terminal area”, which appears to be the proposed Project location, could support “four large conventional hangars” proposed as private investments with ground lease to be maintained by the County.¹⁸ This location is also specifically denoted in the Airport Layout Plan as the “Northeast Hangar Development Area.”¹⁹ The draft MND also addressed this point by stating that the proposed Project involves “building of an existing land use and current vacant site” and notes that the Project is consistent with the CAMP as it anticipates four large commercial hangars proposed as private investments.²⁰ The CAMP further notes that this east end area of the airport provides for development opportunities and privately constructed facilities, thereby increasing local economic benefits.²¹ Therefore, the proposed Project appears to be consistent with the CAMP and is within the projected uses of the airport as determined by that plan.

Further, although it concludes that only smaller planes and business jets would utilize the Camarillo Airport during the long-term planning period, the CAMP, as distinguished from the 1976 Agreement which expressly imposes a weight limit, does not appear to limit the weight or size of future aircraft that may serve the airport. The City provided excerpts of the CAMP and asserts that it denotes certain aircraft, including Boeing jets, are prohibited at the Camarillo Airport. However, based on our reading of the corresponding CAMP sections, this discussion of aircraft types was intended to establish the baseline of aircraft that serve the airport (referred to as “critical aircraft” in the CAMP) for planning purposes. The CAMP notes that the airport is currently most frequently served by “ARC C II and D-II” class aircrafts with wingspans between 49 to 79 feet, but will transition to be most frequently served by “ARC C III and DIII” planes with wingspans up to 118 feet.²² These aircraft include both smaller planes and business jets.

The CAMP states that this airport is not expected to accommodate planes that are larger or heavier than those standards listed here. It is expected that business jets will continue to serve the airport and increase in volume as they account for most of the annual operations at this location.²³ The proposed Project seems to be consistent with this expectation by providing additional hangars to accommodate additional air traffic level. It appears that the new hangars proposed by the Project would be able to house airplanes with larger wingspans than those currently serving the Camarillo Airport. However, the CAMP does not prohibit the use and storage of such planes at the airport.

Notwithstanding the foregoing, we do note that the airport’s master plan concept as recommended by the CAMP is based on its projection of service levels and aircraft types that are expected to utilize the airport. Thus, based on the foregoing projections and analysis, it appears that the Project is consistent with the CAMP in proposing additional hangars, and no amendments to the plan would be required at this time. Given that amendment to the CAMP is not necessary, there is not mandatory review by ALUC under state law.

¹⁸ CAMP pp. 5-8.

¹⁹ Airport Layout Plan, Sheet 1 of 9, dated June 7, 2011.

²⁰ Draft MND pp. A-4 and fn. 2, B-41.

²¹ CAMP pp. 5-9.

²² CAMP pp. 3.3-4, 4-6.

²³ CAMP pp. 3-5 through 3-8, 3-10.

Finally, the City states that ALUC review is required because the MND fails to address the terms and use restrictions in the 1976 Agreement, and provides inadequate environmental analysis. First, both the County and the project applicant have confirmed in writing they the project will comply with e1976 Agreement. Moreover, the 1976 Agreement is between the County and City only and does not mandate all projects concerning the use and development of the Camarillo Airport be referred to the ALUC for review. On the contrary, the 1976 Agreement requires that development projects, permits, and other entitlements be referred to the Camarillo Airport Authority which is a separate local entity created only by mutual agreement. There is no provision in the 1976 Agreement that would mandate referral to the ALUC, and inconsistencies should be addressed between the City and County.

IV. Notwithstanding that state law does not mandate review of the Project by ALUC, the County General Plan does appear to require such review if the Project is determined to be Discretionary Development as is located with the Airport Hazard Zone as set forth in the County's General Plan.

Ventura County General Plan Policy 2.14.2, subsection (4) expressly provides that "Discretionary development within the Airport Hazard Zones shall be reviewed by the Ventura County Transportation Commission (VCTC) for consistency with the Ventura County Comprehensive Airport Land Use Plan." While this would need to be confirmed by County staff, it does appear from Figure 2 of the General Plan that the Project site is within the Airport Hazard Zone. Also, Discretionary Development is broadly defined in the Ventura County General Plan, to include:

"Any development proposal, project or permit which requires the exercise of judgment, deliberation, or decision on the part of the decision-making authority in the process of approving or disapproving a particular activity, as distinguished from situations where the decision-making authority merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations."

Thus, to the extent that any land use entitlement granted for this project by the County would constitute a Discretionary Development and assuming the Project is located within the Airport Hazard Zone, the Ventura County General Plan would require a review by VCTC, acting in its capacity as the ALUC.

V. The proposed lease agreement terms may arguably require the Project to comply with weight restrictions in the 1976 Agreement but for clarity it could be revised to expressly require compliance with the weight limit.

The proposed lease agreement does not specifically require the Project to comply with the weight limits set forth in the 1976 Agreement but sections within the lease could be interpreted to apply the requirement or the County could consider including the express requirement. Section 4(c)(1) of the lease agreement requires the Applicant to "comply with the minimum operating standards or requirements promulgated by County, applicable to each of [Applicant]'s activities on the airport." Likewise, Section 4(c)(6) requires the Applicant to comply with "all federal, state, and local laws, rules, and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by County . . ." Further, Section 25 of the lease agreement also requires the Applicant to comply with "all applicable laws, ordinances, field rules,

and other regulations” that have been or may be imposed by the County or other government agencies, for the use of the airport and its operations thereon.

Based on our reading of this language, the 1976 Agreement and the terms contained therein could be considered a “local law, rule or regulation” or an operating standard/requirement imposed by the County as referenced by these sections above. The 1976 Agreement was executed between the City and the County, which are two regulatory agencies with certain powers and jurisdiction over or related to the operations and developments at or near the Camarillo Airport, and remains a valid, enforceable contract. The 1976 Agreement created the Camarillo Airport Authority, which is made up mostly by these two entities, that has certain review authority over developments and permits relating to the airport. Further, the 1976 Agreement specifically included certain limitations on the use of the airport, such as operating hours, noise levels, runway length, and aircraft weight restrictions. It explicitly provides that aircraft weight is limited to 115,000 lbs. Thus, the 1976 Agreement could be interpreted to constitute a local regulation/operating requirement with which the Applicant must comply.

If the County desires to clarify this requirement, it does have the ability to include a provision in the lease through an amendment to the approved lease that would mandate the Applicant to comply with the 1976 Agreement and specifically the weight limitations set forth therein as long as the 1976 Agreement remains in effect.

Cc: Darren Kettle, Executive Director

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January 16, 2020

Ms. Sheila Sannadan
Adams Broadwell Joseph & Cardozo
601 Gateway Blvd, Suite 1000
South San Francisco, CA 94080-7037

RE: December 13, 2019 letter Public Records Request

Dear Ms. Sannadan,

Attached are the materials pertaining to your December 13, 2019 request for "...any and all public records referring or related to Silverstrand Grid Project, proposed by Able Grid Energy Solutions (dba Silverstrand Grid, LLC), since the date of the last request on August 21, 2019..." through December 13, 2019.

Actual charges came to 5 hours staff time @\$24.00/hr = \$120.00 and 426 pages at @\$.03/page = \$12.78. You paid the estimated costs of \$116.35 so please send your payment for the difference of \$16.43 at your earliest convenience. Thank you.

Sincerely,



Madeline Herrle

Lease Manager

Madeline.Herrle@Ventura.org
805.388.4243

Enclosures

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January 16, 2020

Ms. Janna Sheehan
AC Trance, LLC
678 Spring Oak Road, #333
Camarillo, CA 93010

RE: Suite 109/110 new lease

Dear Janna:

Enclosed for your records is one original fully executed lease agreement for suite 109/110 at 345 Willis.

We thank you for your continued cooperation and tenancy.

Sincerely,



Madeline Herrle

Lease Manager

Madeline.Herrle@Ventura.org

805.388.4243

Enclosures

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January 17, 2020

Mr. Greg Epstein, Executive Director
Enhanced Landscape Management
1938 E. Thousand Oaks Blvd
Thousand Oaks, CA 91362

RE: Month to Month storage yard lease

Dear Greg:

Enclosed for your records is one original fully executed lease agreement for the yard parking area at Eubanks Road and Aviation Way at the Camarillo Airport Business Park.

We look forward to working with you.

Sincerely,



Madeline Herrle
Lease Manager
Madeline.Herrle@Ventura.org
805.388.4243

Enclosure

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LEROY SMITH
COUNTY COUNSEL

MICHAEL G. WALKER
CHIEF ASSISTANT

ALBERTO BOADA
JEFFREY E. BARNES
PRINCIPAL ASSISTANTS



COUNTY COUNSEL

COUNTY GOVERNMENT CENTER
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Roberto R. Orellana	Marty Wolter
Sean A. Perez	

January 17, 2020

Darren Kettle
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, California 93003

Re: Review of Development in the "Airport Hazard Zones" Under the Ventura
County General Plan

Dear Mr. Kettle:

I write to provide the County of Ventura's interpretation of the term "Airport Hazard Zone" in section 2.14.2 of the Ventura County General Plan's Goals, Policies and Programs (GPP): "Airport Hazard Zone" means the area surrounding an airport and excludes the airport itself.

By way of background, GPP section 2.14.2.2(4) requires certain projects near airports to undergo review by the Ventura County Transportation Commission:

"Discretionary development within the Airport Hazard Zones shall be reviewed by the Ventura County Transportation Commission (VCTC) for consistency with the Ventura County Comprehensive Airport Land Use Plan." (GPP § 2.14.2.2(4).)

In a January 10, 2020, legal opinion regarding a hangar-development project at the Camarillo Airport, the Commission's General Counsel suggested that the above provision of the GPP might require the Commission to review even projects *on the County's airports themselves*:

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“[T]o the extent that any land use entitlement granted for this project by the County would constitute a Discretionary Development and assuming the Project is located within the Airport Hazard Zone, the Ventura County General Plan would require a review by VCTC, acting in its capacity as the ALUC [Airport Land Use Commission].” (Opinion, p. 8.)

The opinion suggested that proper interpretation of the GPP “would need to be confirmed by County staff.” (Opinion, p. 8.) Please accept this letter as County staff’s interpretation of the relevant section of the GPP.

An Airport Hazard Zone does not include the airport itself, for the simple reason that, if it were otherwise, it would mean the airport could not be used for aviation. This is so because the uses allowed in an “Airport Hazard Zone” do not include aviation:

“To avoid accidents, land located within Airport Hazard Zones . . . shall be designated Agriculture or Open Space . . . and shall be limited to the following uses:

- Agriculture and agricultural operations.
- Cemeteries.
- Energy production from renewable resources.
- Mineral resource development.
- Public utility facilities.
- Temporary storage of building materials.
- Waste treatment and disposal.
- Water production and distribution facilities.” (GPP § 2.14.2.2(1).)

The term “airport” is defined in the GPP to mean land used for “the landing and take-off of aircraft” and “all airport buildings and facilities.” (GPP, p. 149.) Thus, interpreting the term “Airport Hazard Zone” to include the airport itself, and not merely the land surrounding an airport, would have the anomalous result of prohibiting airports within the Airport Hazard Zones that must surround airports.^{1/} This is not the intent of the County’s General Plan, which instead merely seeks to reduce aviation risks, not eliminate aviation altogether. (See GPP § 4.2.1 [Goal: “Provide facilities at Oxnard and Camarillo Airports to meet the general aviation and commuter service needs of the citizens of Ventura

^{1/} Cf. “Gentlemen, you can’t fight in here! This is the War Room!” (Stanley Kubrick, *Dr. Strangelove or: How I Learned to Stop Worrying and Love the Bomb* (Columbia Pictures 1964).)

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Darren Kettle
January 17, 2020
Page 3

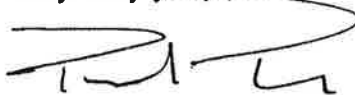
County”].) It is therefore the County’s interpretation of the GPP that “Airport Hazard Zone” includes only the land surrounding an airport, not the airport itself.

This interpretation is consistent with the State Aeronautics Act (Pub. Util. Code, § 21001 et seq.), the purposes of which include “Encouraging the development of private flying and the general use of air transportation” and “Establishing only those regulations which are essential and clearly within the scope of the authority granted by the Legislature, in order that persons may engage in every phase of aeronautics with the least possible restriction consistent with the safety and the rights of others.” (Pub. Util. Code, § 21002.) This interpretation is also consistent with that portion of the State Aeronautics Act that provides for the Commission and sets its powers, which include: “To assist local agencies in ensuring compatible land uses . . . *in the vicinity of* existing airports” (Pub. Util. Code, § 21674, emphasis added.) Finally, the County’s interpretation is consistent with the Commission’s own Airport Comprehensive Land Use Plan (ACLUP), which seeks to “promote compatible urban development and restrict incompatible development *in the vicinity of* the County’s airports, thus allowing for the continued operation of those airports” and which considers the compatibility only of *surrounding* land uses at airports, not the uses of the airports themselves. (ACLUP, p. 1-2, emphasis added.)

Under the County’s interpretation, the Commission is not required to review a development on a County airport under GPP section 2.14.2.2(4), because such a development would not be within the Airport Hazard Zone.

Please do not hesitate to contact me at either the above telephone number or at Tom.Temple@ventura.org.

Very truly yours,



THOMAS W. TEMPLE
Assistant County Counsel

cc: Kip Turner, Director, Department of Airports

TWT:jj

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Item #13

February 7, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: DARREN KETTLE, EXECUTIVE DIRECTOR
STEVEN MATTAS, GENERAL COUNSEL**

**SUBJECT: CITY OF CAMARILLO REQUEST FOR FUTURE AGENDA ITEM TO CONSIDER
PROJECT CONSISTENCY REVIEW BY THE VENTURA COUNTY AIRPORT LAND
USE COMMISSION**

RECOMMENDATION:

1. Consideration of request from City of Camarillo to schedule an agenda item for the Ventura County Airport Land Use Commission to consider an Airport Comprehensive Land Use Plan ("ACLUP") and Camarillo Airport Master Plan ("CAMP") consistency determination for the proposed Cloud Nine Hangar Project (RKR Incorporated) at Camarillo Airport.
2. The Executive Director and General Counsel concur in a recommendation that the Commission not schedule the matter for future consideration.

BACKGROUND:

At the December 6, 2019 Commission Meeting, Commissioner Trembley submitted a letter from the City of Camarillo to the Commission bringing attention to a development project at the Camarillo Airport and requesting that the Commission place on a future agenda a project consistency review of the project with the ACLUP and CAMP. The City of Camarillo letter is attached (Attachment "A"). Citing Article IV, Section 4 (H) 1 of the VCTC Administrative Code, Commissioner Trembley requested support for the request from fellow Commissioners and received the required additional two Commissioners support for an item to consider the City's request on a future agenda.

On December 31, 2019, the Executive Director received a letter from the County of Ventura Director of Airports, Kip Turner, describing County's position on the project and review by the Ventura County Airport Land Use Commission. Mr. Turner's letter is attached (Attachment "B"). Mr. Turner provided further clarification of the County's position by way of email dated January 7, 2020. (Attachment "C").

The City of Camarillo added to the record by way of correspondence to the Executive Director dated January 9, 2020. (Attachment "D")

The Commission considered this matter at the January 10, 2020 Commission meeting and opted to postpone discussion to the February 7 meeting and waived privilege and authorized release of the memorandum prepared by VCTC General Counsel. (Attachment "E") VCTC General Counsel's analysis concluded that VCTC does NOT have mandatory jurisdiction over the project but could review voluntarily should it be the consensus of the public agencies involved. The memo also noted Ventura County

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General Plan Section 2-14.2(4) and recommended further input from the County regarding potential application of that policy.

DISCUSSION:

VCTC received a letter from County of Ventura County Counsel dated January 17, 2020 providing the County's interpretation of the term "Airport Hazard Zone" in section 2-14.2(4) of the Ventura County General Plan's Goals, Policies and Programs. (Attachment "F"). As stated in VCTC General Counsel's memorandum, having the County's interpretation of the term provides necessary information for the Commission's deliberations.

VCTC's General Counsel has reviewed County Counsel's January 17, 2020 letter and has concluded that (1) he reaffirms the position expressed in his prior opinion that the Commission does not have mandatory jurisdiction and (2) that based on the County's interpretation of its own General Plan, the project would not require referral to the ALUC for review pursuant to General Plan Policy 2-14.2.(4). Also, the City expressly did not rely on Policy 2-14.2(4) as part of its rationale as set forth in its correspondence on January 9, 2020.

The Commission should review the above memorandums and determination that the Commission does not have mandatory jurisdiction or jurisdiction pursuant to Policy 2-14.2(4) and make a decision of whether or not to place an item on a future agenda for a land use consistency determination taking into account the information provided.

The Executive Director and General Counsel concur in Recommendation #2 above that the Commission not schedule the matter for future consideration based on the conclusion by the General Counsel that a mandatory review is not required and acknowledging County Counsel's General Plan General Plan Policy 2-14.2 (4) interpretation memo that the Policy does not apply to the project.

Furthermore, given the General Counsel's conclusion that a mandatory review is not required the Commission would be considering scheduling an item to consider whether to direct ALUC staff do a voluntary review, which would require the County to request such a review. In addition, as the Commission is aware, VCTC does have staff resource limitations and performing a voluntary review of the project would stretch those staff resources at a time when two major planning studies are underway. Last, but certainly not least, is that suggesting that the Commission might consider a voluntary review would establish a new precedent of VCTC, a regional agency, engaging in a local land use decision when there is no mandate to do so.



Airport officials say worries about commercial-size jets unfounded

Developer has no plans to accommodate 'big iron' aircraft
December 06, 2019

By Hector Gonzalez
hector@theacorn.com



UNDER REVIEW—Despite rumors to the contrary, the Westlake Village-based developer building four hangars at Camarillo Airport

said the private planes using its facility, called CloudNine, won't be

Boeing Business Jets.

There are no plans to allow privately owned commercial-size jets to land at or take off from Camarillo Airport, county officials said this week, despite a letter sent to owners of hangars at Oxnard and Camarillo airports warning about such a possibility.

In a letter emailed last month to its members—and copied to the five-county supervisors—the Camarillo Oxnard Hangar Owners and Tenants Association put out the word: "The big jets are coming!"

"The very nature of Camarillo Airport may soon be about to change," the association wrote on Nov. 19. "What has been a haven for small, general aviation aircraft may soon become home to glitterati in their Boeing Business Jets, which are based on the 737, and other 'big iron' aircraft."

"If the Department of Airports has its way, Camarillo Airport could become what Santa Monica Airport was before the city and its residents turned against that airport."

Department of Airports Director Kip Turner said that's just not the case.

"It's my understanding they are not looking to bring in large jet aircraft," he said Tuesday.

In order for larger jets like Boeing's Business Jet class of aircraft to use Camarillo Airport, the county and City of Camarillo would need to amend a joint operating agreement for the airport that's been in place since 1977, Turner said.

The agreement puts a weight limit on aircraft allowed to take off from and land at the Camarillo facility, he said.

Scott Barer, COHOTA president, said he'd rather see a written guarantee the agreement won't be changed in the future.

He suggested the hangars' developer enter into "a written agreement with the county which would guarantee such large jets would not be welcomed or serviced at the ... facility."

In October, county supervisors gave their initial approval to Westlake Village-based RKR Inc.'s plan to build four state-of-the-art hangars for private jets at Camarillo Airport, which would be rented mostly to wealthy clients and corporations.

Collectively accommodating up to eight jet aircraft, the four hangars would take up about 7 acres of open land on the northeast quadrant of the airport, with a total building area of 100,800 square feet of hangar space and 20,650 square feet of office space.

The development will include an entrance along Las Posas Road. The total estimated cost of the project is \$32 million.

Also known as the CloudNine project, the new hangar development would require creating a separate connecting taxi lane to connect the facility to the runway.

RKR's proposal for the taxi lane complies with design standards set by the Federal Aviation Administration's Airplane Design Group III, Turner said in an email.

"ADG III standards apply to aircraft with wingspans greater than or equal to 79 feet, but less than 118 feet," he said.

Although bigger general aviation planes like the 737 Boeing Business Jet also fall into the ADG III category, "the maximum weight of this aircraft is 171,500 pounds," Turner said.

"Regular operation of this particular aircraft would require an amendment to the (joint powers agreement) if operated at their maximum weight or any weight above the JPA limitation of 115,000 pounds," Turner said. "The county has not taken any steps toward such an amendment."

ADG III-designated aircraft include not only airliners and commercial service passenger aircraft but also "a large number of newer generation 'general aviation' aircraft, including corporate/private turbine aircraft," Turner said.

Many ADG III aircraft already operate at Camarillo Airport, he said.

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"In fact, in 2018 ADG III aircraft conducted over 800 takeoffs and landings at the airport," he said. "All of the aircraft . . . are well under the aircraft weight limitation of 115,000 pounds, as stipulated in the Camarillo-Ventura County Joint Powers Agreement of Oct. 21, 1977."

Tenant RKR Inc. would be able to house ADG III aircraft in its new hangars "within the limitations as imposed by the JPA," Turner said.

After the email to members, Barer said, he emailed RKR CEO Ron Rasak and "expressed concern that, though RKR has no present intentions to service Boeing Business Jets at CloudNine, those present intentions may not control the future."

Nick Martino, vice president of operations with RKR, said CloudNine is not engineered to accommodate Boeing Business Jets because of its doors and interior ramps.

"It's a storage-only business," Martino said, noting that in the world of private jets, Boeing Business Jets are quite rare because of how much they cost to fly and maintain.

Camarillo Airport already has four full-service fixed-base operators, with Sun Air Jets as the largest at 131,000 square feet of hangar and office space. Sun Air is owned Edward G. Atsinger III, co-founder of Camarillo-based Salem Media Group.

RKR's project is undergoing an environmental review. Residents had until Nov. 20 to comment on the review.

After the airport department responds to the public's comments, the project's environmental review will go to a committee within the department for approval then to the airport authority before ultimately going before the county Board of Supervisors for approval, Turner said.

RKR's lease agreement with the county gives the company the right to build the facility and operate it for 40 years, with an option to extend the lease for 10 years.

During the period of the lease, RKR will pay the county \$19,000 a month in rent.

After the lease expires, the property, including all improvements made by RKR, will revert to the county.

Martino said CloudNine is being built "for the test of time" so that it can be used by the department of airports once the lease is up.

Plans for new Oxnard homeless shelter greeted by strong opposition

Wendy Leung, Ventura County Star Published 10:00 a.m. PT Dec. 21, 2019 | Updated 6:56 p.m. PT Dec. 21, 2019

We're here to listen.

That's the message Oxnard leaders repeated to those who converged at the South Oxnard Center last week to learn more about the city's plans to open a 110-bed homeless shelter on Saviers Road.

What they heard was a lot of skepticism and frustration over the decision to house the city's homeless at a former Salvation Army store. Many are dismayed that a homeless shelter would open in a residential neighborhood already facing existing problems of vagrancy.

Carlos Martinez owns Panaderia Vanessa, which is located across the street from the proposed shelter. He said there's been multiple break-ins at his business and there's public drug use on the street. A homeless shelter should not be in the center of town, Martinez said.

"You don't see them do that in Camarillo or Santa Barbara," Martinez said.

"We don't feel safe anymore," said his wife, Rosie Martinez.

The current homeless shelter is on K Street at what used to be the National Guard Armory. The city has been looking for a new site that's away from the flight path of Oxnard Airport.

This month, the [city entered into a five-year lease](#) with owners of a Saviers Road property near the Five Points intersection. The City Council approved the lease on a 5-to-2 vote with council members Oscar Madrigal and Gabriela Basua disagreeing.



Speakers line up to address Oxnard leaders about their concerns of a planned homeless shelter on Saviers Road. (Photo: Wendy Leung/The Star)

Housing Director Emilio Ramirez told residents at the Wednesday meeting that the lease is not a done deal. The agreement allows the city to exit by the end of February.

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"If it doesn't work, we can walk away," Ramirez said.

In the meantime, Ramirez and other officials will meet with residents and businesses to hear their concerns. Another town-hall style meeting on the topic is planned for Feb. 13.

Maricela Ramirez, who lives one-quarter mile away from the shelter site, said the city went behind the community's backs.

"This is the way politics goes," she said. "You shove it down our throats."

Larry Haynes, executive director of Mercy House, said he wants to understand the neighborhood issues so that certain policies and security measures can be in place to address them.

Article continues below.

"We want you to like us. We don't want you to resent us," Haynes said.

Mercy House currently operates the homeless shelter and will continue to do so at the new location. The Orange County-based housing nonprofit will also run the Ventura homeless shelter, which is expected to open next month.

Haynes said there will be security on site at the 24-hour shelter and outreach workers will conduct a perimeter check of a half-mile radius to ensure there is no loitering or other issues.

"When you put all of this together, what you find is a very benign, almost nonexistent impact to the area," Haynes said.

Haynes said there will be no services offered to anyone who is not staying at the shelter.

"The No. 1 concern we have is we don't want to be a magnet," Haynes said. "We don't want to be a draw for negative stuff."

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For more information about the Oxnard homeless shelter, called the navigation center by the city, visit www.oxnard.org/navigationcenter.

Wendy Leung is a staff writer for the Ventura County Star. Reach her at wendy.leung@vcstar.com or 805-437-0339. You can also find her on Twitter [@Leung_Wendy](https://twitter.com/Leung_Wendy).



Battery storage facility put on hold

San Francisco law firm warns of health risks, environmental dangers

December 27, 2019

By Hector Gonzalez
hector@theacorn.com



ON HOLD—The Ventura County Board of Supervisors deferred action last week on a lease sought by Silverstrand Grid, a Palo Alto-based company seeking to build a battery storage facility at Camarillo Airport.

The Ventura County Board of Supervisors on Dec. 17 deferred action on a lease sought by a Palo Alto company that wants to build a battery storage facility at Camarillo Airport.

Acting on a request from the county Department of Airports, the board held off on making a decision regarding the proposed 25-year lease to Silverstrand Grid LLC.

"We anticipate bringing this item back to the board with additional supporting documents as early as Jan. 14," Kip Turner, director of county airports, said in an email last week.

Supervisors supported the project when it came before them in October 2018. That's when the board approved Silverstrand's request for a lease option agreement that gave the company two years to square away the various permits required for a battery storage facility at the proposed site.

In April of this year Silverstrand won a contract from Southern California Edison to store excess electricity so it can be used when power is needed most.

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Edison is seeking to increase its energy storage capacity in response to the partial shutdown of the Aliso Canyon natural gas storage facility. The utility's contract calls for Silverstrand's facility to be online by March 2021, an Edison spokesperson said.

Silverstrand wants to construct an electricity storage facility on around 13,960 square feet of empty land at Camarillo Airport's business park, 500 Airport Way.

The 11- megawatt facility would be capable of storing enough power to supply 8,800 homes for up to four hours, a county staff report said.

Consisting of 15 battery containers, transformers and other equipment, the facility would store power from Southern California Edison and send it back to the grid over Edison's lines during high-demand times.

According to the 25-year lease request, Silverstrand would pay the county \$1,570.61 a month.

The tenant also would agree to make not less than \$160,250 in improvements to the property within the first two years of the lease.

County officials determined the proposed facility would be exempt from the California Environmental Quality Act (CEQA), which requires an environmental review for projects on public lands. A staff report found "there is no reasonable possibility that the project could have a significant effect on the environment."

However, San Francisco-based law firm Adams Broadwell Joseph and Cardozo sent a letter to the supervisors in August requesting that the county study the proposed facility's potential environmental and health risks before approving the lease.

In a separate public records request, the firm, which is acting on behalf of the California Unions for Reliable Energy, or CURE, is seeking all county records and documents related to Silverstrand's project. CURE is a project of International Brotherhood of Electrical Workers and other unions.

According to the law firm, the proposed Camarillo facility should not be exempt from the CEQA because it "would result in significant air quality impacts."

Two calls to Andrew Graf, an attorney at the firm who drafted the letter to the board, were not returned by press time.

Turner said he wasn't sure what's behind the law firm's interest in the lease proposal.

In a letter to Graf, which is included in the county board's documents, Phyllis Fox, a Floridabased technical expert hired by the law firm to review the lease proposal, took exception to the county's statement that no environmental impact report is needed for the facility.

According to Fox, battery storage facilities like the one proposed by Silverstrand "result in significant environmental impacts that must be reviewed" as per state law.

Among the potential environmental impacts are "significant" greenhouse gas emissions; hazardous materials stored on site that could pose the risk of a fire or explosion; and "significant worker and public health impacts," Fox wrote.

According to the technical expert, the proposed project's greenhouse gas emissions will be at least 909 metric tons per year, exceeding environmental standards, the law firm said in its letter.

The Redwood Coast Airport Renewable Energy Microgrid being installed at Humboldt County's Main Airport

Redwood Coast Energy Authority is partnering with the **Schatz Energy Research Center** (<http://schatzcenter.org/>) (SERC) at Humboldt State University, PG&E, and the County of Humboldt to build a 7-acre, 2.25 MW solar array and battery energy storage system at the California Redwood Coast – Humboldt County Airport (ACV).

The County will house the airport microgrid, RCEA will own and operate the solar and battery systems, PG&E will operate the microgrid circuit, and SERC will be the prime contractor responsible for the project design and technology integration.

The microgrid will include:

- 250 kW net metered system to offset daily electricity usage at the airport
- 2 MW of wholesale power that will feed clean energy directly into the grid
- 2 MW battery storage system providing 8MWh of energy storage
- Microgrid controller providing the ability to "island" from the main grid so the airport and adjacent Coast Guard facility can run fully on solar and batteries if there is a regional power outage
- Electric vehicle charging stations capable of demand response
- Enough solar-generated electricity to power 430 households, and prevent the emission of ~880 metric tons of carbon dioxide

This project is being funded by a \$5 million grant from the California Energy Commission's **EPIC Program** (<http://www.energy.ca.gov/contracts/epic.html>), with \$6 million in match funding from RCEA. This system will be the first multi-customer, front-of-the-meter microgrid in Pacific Gas & Electric's area of service. Groundbreaking will begin spring of 2020 with the system expected to be fully operational in December of 2020.

10d1



(<https://redwoodenergy.org/wp-content/uploads/2018/04/ACV-microgrid-plan-ariel-photo.jpg>)

The yellow triangle in the lower right hand corner shows the planned location of the 7 acre, 2.25 MW capacity solar array at the California Redwood Coast - Humboldt County Airport (ACV).

How does it work?

On a typical day, some of the energy generated from the PV arrays will be stored onsite, some will be fed directly to the airport and offset electricity costs, and some will be sold on California's wholesale energy market. The energy sold on the wholesale market will be timed to best support renewable energy on the grid. By storing power in the batteries, the microgrid will be able to provide clean energy when demand is highest and the sun has set.

10d2

During a power outage, the microgrid's solar + battery storage system will maintain electricity indefinitely for the airport and adjacent Coast Guard Air Station. This will permit flights and rescue operations to continue across the county, even when the highways are closed.

Why a microgrid at the airport?

Although the ACV is known for being particularly foggy, it is actually a logical place for the planned solar array for a number of reasons.

1. Airports have available land that cannot be developed for other uses. Many other airports have chosen to add solar panels on their property, including the Sacramento, Denver, and Pittsburgh airports. Solar panels are designed to absorb light, and the array will be properly positioned and treated with a special coating to minimize glare and ensure pilot safety.
2. Despite its gloomy reputation, the ACV site has higher annual sun exposure than anywhere in Germany, where solar is widely and successfully used.



Aerial photo of the airport provided by SERC

Enhanced energy resiliency and emergency response

RCEA is dedicated to supporting locally produced, sustainable electricity projects that contribute to energy stability in Humboldt County. Our rural location on the beautiful redwood coast is one of our community's iconic qualities, but it also makes us more vulnerable to power outages and isolation from the state's electrical grid. This microgrid project will help stabilize power fluctuations during normal operation and provide a local power source for emergency response activities in the event that extreme weather, fires, or earthquakes should cause a regional outage.

The advent of large-scale solar on the grid has created a widespread problem of over-generation at midday, followed by the challenge of needing to ramp up non-solar generation quickly each evening as the sun sets and household loads increase. Pairing the microgrid's battery storage with a solar microgrid helps solve this regional problem, provides increased functionality for the microgrid, and helps minimize long-term costs of the project for RCEA ratepayers.

As SERC stated in their February 2018 press release, "The Coast Guard Air Station Humboldt Bay provides search and rescue for 250 miles of rugged rural coastline, from the Mendocino-Sonoma County line to the California-Oregon border. Since roads into and out of Humboldt County are often closed by fires and slides, energy stability at the regional airport is crucial."

This is one of four microgrids designed by the Schatz Center, and will be the largest in the county. The other three are at:

1. The Blue Lake Rancheria's main campus. It went live in 2017 and supports their site's critical role in the community as a Red Cross Shelter facility.
2. The Blue Lake Rancheria's gas station and convenience store. This microgrid will be fully operational in summer 2019.
3. Humboldt Transit Authority headquarters. This microgrid is in the design phase, and HTA is currently seeking funding for implementation.

For more information on the Schatz Center's microgrids, visit their **microgrid page**

(<http://schatzcenter.org/microgrids/>). You can also go directly to their **Airport Microgrid page**

(<http://schatzcenter.org/acv/>).

Opportunity for PG&E to integrate new technology into the grid

The Airport project will be the first multi-customer microgrid in PG&E's service territory. As PG&E and other utilities plan for a strong grid to meet California's changing energy needs, the ability to smoothly integrate renewable energy and microgrid technology will become increasingly important. Some of the new technologies included in the microgrid will be: utility scale DC coupling of the battery and solar arrays, which buffers the grid from large swings in

10d4

solar output and makes the solar power 100% dispatchable; an automated control system linked to the battery storage system that will discharge stored solar energy during the evening peak when solar output is typically dropping off; and remote monitoring and control of the microgrid circuit by PG&E from their distribution control center. PG&E will be able to test policies, tariff structures, and operating procedures for the microgrid and battery interconnection, which should help streamline future projects.

Articles and Press Releases

- Schatz Energy Research Center:
 - Redwood Coast Airport Microgrid (<http://schatzcenter.org/acv/>)
 - Redwood Coast Airport: Technical Kickoff (<http://schatzcenter.org/2019/02/acv-techteam/>)
 - *The Future of Energy* (<http://schatzcenter.org/2019/05/futureofenergy/>) – Schatz update 5/21/19
- Lost Coast Outpost (<https://lostcoastoutpost.com/2018/feb/23/microgrid-featuring-nine-acres-solar-panels-be-ins/>)
- California Energy Commission Okays \$10M for College and Airport Microgrids (<https://microgridknowledge.com/airport-microgrid-and-college-microgrid/>)



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10d5

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10d6

Camarillo location lands a starring role in 'Bachelor' premiere

[Jeremy Childs](#), Ventura County Star Published 7:17 p.m. PT Jan. 4, 2020 | Updated 7:28 p.m. PT Jan. 4, 2020

Wheels up, Ventura County fans of "The Bachelor": you may recognize one of the filming locations featured in the [ABC show's season premiere on Monday](#).

During the episode, local native "Bachelor" Peter Weber takes a group of contestants to Camarillo to visit the Commemorative Air Force's Southern California Wing Museum. Headquartered at the Camarillo Airport, 455 Aviation Drive, the museum hosts 12 authentic military aircraft dating back to World War II.

The Southern California Wing Museum has a variety of historic aircraft on display, from combat planes like the P-51D Mustang Man-O-War to the training plane Fairchild PT-19A Cornell. The museum hosts tours and rides of several of the aircraft, which are stored in three hangars measuring more than 55,000 square feet and maintained by the Commemorative Air Force's volunteer staff.

"People fly in from all over to see and fly our planes," said Lucien Pillai, a spokesman for the Commemorative Air Force's Southern California wing.

Weber, a Westlake Village native, is no stranger to the Camarillo Airport. After graduating from Oaks Christian High School in 2009, he got his pilot's license and began working as a commercial pilot at 25. He currently flies for Delta Air Lines.

As for what activities will transpire during the show's visit to the museum, Pillai is tight-lipped. To find out, you'll have to watch the premiere starting at 8 p.m. Monday on ABC.

If you go

Anyone who wants to visit the Southern California Wing Museum can do so from 10 a.m. to 4 p.m. Tuesdays through Saturdays or noon to 4 p.m. Sundays. For more information, visit www.cafsocal.com.

Jeremy Childs is a breaking news and public safety reporter covering the night shift for the Ventura County Star. He can be reached by calling 805-437-0208 or emailing jeremy.childs@vcstar.com.



"Bachelor" Peter Weber pays a visit to the Camarillo Airport and the Commemorative Air Force in the season premiere three-hour special episode on Jan. 6, 2019. The airline pilot and focus of Season 24 of the show is a Westlake Village native.

JOHN FLEENOR, ABC



“Bachelor” Peter Weber pays a visit to the Camarillo Airport and the Commemorative Air Force in the season premiere three-hour special episode on Jan. 6, 2019. The airline pilot and focus of Season 24 of the show is a Westlake Village native.

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JOHN FLEENOR, ABC

10e5

Plan to open Oxnard homeless shelter at Saviers Road site is no more

Wendy Leung, Ventura County Star Published 8:28 a.m. PT Jan. 8, 2020 | Updated 3:09 p.m. PT Jan. 8, 2020



Plans to turn this Saviers Road property into Oxnard's next homeless shelter have been canceled. (Photo: WENDY LEUNG/THE STAR)

The plan to open an Oxnard homeless shelter on Saviers Road, which was met with loud opposition from residents and businesses, has been scrapped.

City Manager Alex Nguyen said the process to open a shelter at the former Salvation Army store had been rushed. He has directed staff to look for another site that can accommodate not only a shelter but also office space and supportive housing units.

"I've given staff direction at this point to terminate that effort and pursue another location where we can have a more comprehensive set of solutions," Nguyen said during the City Council meeting Tuesday.

Last month, the city entered into a five-year lease with possible extensions for the property on 1258 Saviers Road. The city had the option to exit the lease by the end of February as it plans a series of public outreach meetings. Some people were upset that outreach would take place after signing the lease, but city leaders said owners were unwilling to hold the property while the city gathered public input.

"The effort at Saviers was not a bad effort," Nguyen said. "It was rushed in the sense that there was a real estate rental situation on the table, so the timeline was not entirely controlled by us."

Nguyen said ideally the new shelter will be on the ground floor with space for social work, administrative offices and supportive housing units on the upper floors.

"That outcome would be a much more complete solution than what we were pursuing at Saviers," he said.

Nguyen said staff has a few sites in mind and will soon begin a community engagement process.

Currently the homeless shelter on K Street, not far from the Oxnard Airport, houses about 110 people. The city considers it a temporary location while it looks for a permanent space away from the flight path. The shelter on K Street will remain open in the meantime.

Peggy Rivera, who chairs the city's Homeless Commission, said she's happy the city has changed its mind on the Saviers Road site.

"They were trying to shove a square peg in a round hole and it's not going to fit," Rivera said.

Opponents said the former Salvation Army store was in a residential neighborhood already facing problems with vagrants. During a town hall-style meeting last month, one speaker after another told city leaders the location was simply wrong.

Nguyen countered that having people housed in a well-managed shelter is better than having them sleep on the streets. But the proposed shelter also would have accommodated about 110 people, meaning once the K Street facility closed, those staying there would presumably move to the new shelter.

"That shelter would have yielded a replacement shelter, so there's not a net gain with our overall homeless policy," Nguyen said.

But the shelter is just one component of the city's homeless strategy, Nguyen said. The city will also have to locate units to house the homeless.

Like many advocates, Nguyen backs a "housing first" model, which gets homeless people into housing without preconditions.

"We all have a responsibility here to deal with this. We cannot continue to put 100% of the blame on the people who are homeless," Nguyen said. "And when we try to site the homeless shelter or housing first units, people need to understand we're trying to actually solve a problem."

Wendy Leung is a staff writer for the Ventura County Star. Reach her at wendy.leung@vcstar.com or 805-437-0339. You can also find her on Twitter [@Leung_Wendy](#).

CAMARILLO Acorn

Fire up the Hawk

First of two choppers land in Camarillo

January 10, 2020

By Hector Gonzalez
hector@theacorn.com



POWERFUL NEW ADDITION—Above, Copter 2 is one of three Sikorsky Black Hawks that the Ventura County Fire Department acquired from the military. Two of the Black Hawks will be shared by the fire department and the sheriff's office. The third will be used for parts. Below, pilot Rolla Boggs of the Ventura County Sheriff's Office sits in the chopper's cockpit. Photos by MICHAEL COONS/Acorn Newspapers

Looking more like a black hornet than a hawk, Ventura County's first Firehawk helicopter can hit speeds over 180 mph with its four blades and two powerful engines.

A computerized stabilization system gives the aircraft a quick response at the controls, said Capt. Mel Lovo, aviation manager for the sheriff's office and fire department's aviation unit based at Camarillo Airport.

It's the first of three Black Hawks the department bought in July 2017 for \$1.7 million each from a U.S. Army auction program called BEST, which stands for Black Hawk Exchange and Sales Transaction, Lovo said.

"I love flying these things," said Rolla Boggs, a former U.S. Coast Guard pilot who joined the aviation unit over a year ago. "I'm biased. I came from a world where we operated these things."

1091

It normally takes some time to fully convert a 2007 Sikorsky HH-60L Black Hawk, which formerly served as a U.S. Army medevac chopper, into a water-dropping Firehawk, Lovo said. Colorado-based United Rotocraft performed the work at a cost of over \$6 million, according to a county staff report.



"By the time you do the maintenance on the engine, get it up to airworthy status, get the work agreements signed off for a multimillion aircraft upgrade . . . it takes a few years to get the finished product," he said.

Although storms in November pushed Southern California's rainfall to above average, the Idaho-based National Interagency Fire Center predicted on Jan. 1 that dry conditions through February will lead to a "significant large fire potential" for the region by as early as April.

"We'll be ready by then for sure," said sheriff's Capt. Jeremy Paris, who manages the aviation unit in partnership with Lovo.

By this spring, he said, the unit's four full-time pilots and one part-time pilot will be completely trained and totally at ease flying the new chopper. And by late summer the pilots should have two converted Black Hawks at their disposal—the third Black Hawk will be used for parts—giving a quasi-military edge to the aviation unit's firefighting power.

"It's a great machine," Paris said, standing in the enormous hangar where the 84-foot-long aircraft is kept.

Nearby, technicians were servicing two of the aviation unit's Bell UH helicopters, commonly known as Hueys, which are all now over 50 years old. Operating as both rescue and water-dropping aircraft, the Hueys can hit 100 mph and deliver 350 gallons in a single drop.

But the Firehawk is in a different league, Paris said.

"It has a lot more lifting capacity than the Hueys," he said. "It goes 40 to 50 knots faster getting to the fire, carrying three times the amount of water. It's going to be fantastic for dropping water."

Within the next few weeks, Paris said, pilots will begin training to use the Bambi Bucket, which is basically a large canvas bag that hangs 30 to 35 feet beneath the helicopter. Once deployed, the bucket can scoop up some 650 gallons of water.

Eventually, though, both Firehawks will be outfitted with water tanks capable of carrying 1,000 gallons, Paris said.

A few weeks back, the pilots took the big bird up at night to train with night-vision goggles, Lovo said. All of them found the chopper's handling exceptionally smooth. Flying it, he said, is nearly effortless.

In sheer power, agility and speed, the Firehawk beats the Huey hands down, Boggs said.

"It's apples and oranges, in my opinion."

While the Hueys have landing skids, making touchdowns easier, the Firehawk's three wheels, supported by heavy shocks and struts, allow the craft to land on more sloped terrain, said Boggs, who flew the Hueys fighting the Maria, Woolsey, and Hill fires, not to mention dozens of spot fires too small to earn nicknames.

In another first for the unit, Paris said, the Black Hawks were purchased by the fire department, whereas the funds for the Hueys came from the sheriff's office.

That makes the Firehawk now docked at Camarillo Airport the first to carry the insignia of both the sheriff's office and the fire department on its door, he said.

Since 2009, the two agencies have jointly operated the aviation unit, which also provides air support for the volunteers on the sheriff's search-and-rescue team.

"Everyone is committed to this joint mission," Paris said.

1093

14 photos from Blue Angels' visit to Camarillo Airport

14 PHOTOS

7:00 a.m. PST Jan. 16, 2020



Lt. Cmdr. Adam Kerrick and Lt. Julius Bratton, two members of the U.S. Navy's Blue Angels flight squadron, landed at the Camarillo Airport to promote their appearance nine months from now at the Point Mugu Air Show.

JUAN CARLO/THE STAR

10h1



Lt. Cmdr. Adam Kerrick and Lt. Julius Bratton, two members of the U.S. Navy's Blue Angels flight squadron, land at the Camarillo Airport on Jan. 15, 2020, to promote their upcoming appearance at the Point Mugu Air Show.

JUAN CARLO/THE STAR



Lt. Cmdr. Adam Kerrick and Lt. Julius Bratton, two members of the U.S. Navy's Blue Angels flight squadron, came to the Camarillo Airport on Jan. 15, 2020, to promote their upcoming appearance at the Point Mugu Air Show.

JUAN CARLO/THE STAR



Lt. Julius Bratton, one of two members of the U.S. Navy's Blue Angels flight squadron, makes an appearance at the Camarillo Airport on Jan. 15, 2020.

JUAN CARLO/THE STAR



Lt. Cmdr. Adam Kerrick, one of two members of the U.S. Navy's Blue Angels flight squadron who stopped at the Camarillo Airport, checks the plane after landing on Jan. 15, 2020.

JUAN CARLO/THE STAR

10h5



From left, Lt. Cmdr. Adam Kerrick shows the jet to siblings Benjamin, Jayson and Genevieve Rudd, of Camarillo, on Jan. 15, 2020, at the Camarillo Airport. They were joined by Lt. Julius Bratton.

JUAN CARLO/THE STAR



Lt. Cmdr. Adam Kerrick , top, and Lt. Julius Bratton stopped by the Camarillo Airport to promote the Blue Angels' appearance at the upcoming Point Mugu Air Show.

JUAN CARLO/THE STAR

10h7



From left, Lt. Julius Bratton and Lt. Cmdr. Adam Kerrick interact with siblings Genevieve, Benjamin and Jayson Rudd on Jan. 15, 2020, at the Camarillo Airport. The service members stopped by to promote the Blue Angels' upcoming appearance at the Point Mugu Air Show.

JUAN CARLO/THE STAR

10h8



Lt. Cmdr. Adam Kerrick, left, and Lt. Julius Bratton stopped by the Camarillo Airport on Jan. 15, 2020, to promote the Blue Angels' upcoming appearance at the Point Mugu Air Show.
JUAN CARLO/THE STAR



Lt. Cmdr. Adam Kerrick, left, and Lt. Julius Bratton sign autographs for brothers Benjamin and Jayson Rudd on Jan. 15, 2020, at the Camarillo Airport. The two service members stopped at the airport to promote the Blue Angels' upcoming appearance in the Point Mugu Air Show.

JUAN CARLO/THE STAR

10h10



Lt. Cmdr. Adam Kerrick and Lt. Julius Bratton of the Blue Angels land on Jan. 15, 2020, at the Camarillo Airport.

JUAN CARLO/THE STAR

10h11



Siblings Jayson and Genevieve Rudd interact with Lt. Cmdr. Adam Kerrick and Lt. Julius Bratton of the Blue Angels on Jan. 15, 2020, at the Camarillo Airport.

JUAN CARLO/THE STAR

10h12



Lt. Cmdr. Adam Kerrick and Lt. Julius Bratton of the Blue Angels land on Jan. 15, 2020, at the Camarillo Airport.

JUAN CARLO/THE STAR

10h13



Lt. Cmdr. Adam Kerrick was one of two members of the Blue Angels flight squadron who stopped by the Camarillo Airport on Jan. 15, 2020.

JUAN CARLO/THE STAR

10h14



Aviation history from A to W

YOU CAN TRACE IT THROUGH OHIO

BY MIKE COLLINS | PHOTOGRAPHY BY THE AUTHOR



Where was contemporary aviation born? At Kill Devil Hill on North Carolina's windswept Outer Banks, where Orville and Wilbur Wright first achieved powered flight? Southern California, where many of the most innovative military and civilian aircraft designs were conceived? Wichita, where so many aircraft were (and still are) manufactured? Cape Canaveral in Florida, where NASA launched the first astronauts to the edge of our atmosphere—and beyond?

Look to the eastern Midwest for that answer, and specifically to southwestern Ohio. In Dayton the Wright brothers conceived and built their early flying machines, and later validated and perfected the technology.

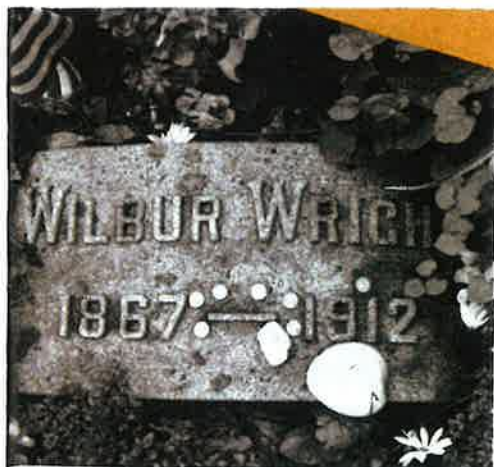
Printers who also published newspapers, the brothers began the Wright Cycle Exchange, a bicycle sales and repair business, on West Third Street in 1892. By 1895 it was the Wright Cycle Company, with its primary location at 22 South Williams Street. Wilbur and Orville became bicycle manufacturers in 1896 when they introduced their Van Cleve model; later in the year they began building a second model, the less

expensive St. Clair. Only five Wright bicycles are known to survive today.

Both brothers were mechanically inclined, and Orville in his later years said a rubber-band-powered toy helicopter—a gift from their father, Milton, in 1878—ignited their interest in flight. After testing a kite design in 1899, they built and flew a series of manned gliders from 1900 to 1902. The Wrights based their wing warping on their observation of birds, and mounted the elevator in front—what we'd call a canard today. "One thing it sort of does is act as a parachute. As the airplane loses lift, it kicks up," said National Park Service Ranger Ryan Qualls. The brothers realized that wing warping created drag, adding rudders to compensate. Today the South Williams location of Wright Cycle Company, where this development took place, is part of the Dayton Aviation Heritage National Historical Park.

After achieving powered flight December 17, 1903, on the Outer Banks, the Wrights shifted their flying efforts to what became known as the Huffman Prairie Flying Field, northeast of Dayton and accessible via an electric interurban railway. It was on this then-remote, open

WILBUR AND ORVILLE WRIGHT invented and refined the first practical airplane in Dayton, Ohio, including work at the second location of their bicycle shop on South Williams Street (right). Henry Ford moved their West Third Street facility to Greenfield Village in Dearborn, Michigan. Orville later lived in the Hawthorne Hill home Wilbur helped design; he died before it was built (top far right). Orville's study there has been preserved (above). The brothers are buried in Dayton's Woodland Cemetery and Arboretum (above right).



10:3

FLYING YOUR WAY

Dayton offers several general aviation-friendly airports. The 3,500-foot runway at Moraine Air Park (I73) is most conveniently located to Dayton's aeronautical sites. James M. Cox Dayton International Airport (DAY) is next closest, and offers a choice of three FBOs.

From Dayton, head north to Waco Field (IWF) in Troy, Ohio. This privately owned, public-use airport is operated by the Waco Historical Society—its Waco Air Museum is right there—and offers a well-maintained, 2,428-foot grass runway. It hosts the Waco Vintage Fly-In each September.

Grimes Field (I74) in Urbana, Ohio, is home to the Champaign Aviation Museum and the Grimes Flying Lab Foundation, both on the field; the museum is open from 10 a.m. to 4 p.m., Tuesday through Saturday; the Flying Lab is closed between October and April but can be seen by prior arrangement.

Wapakoneta may be the toughest of these locations to access via general aviation. Neil Armstrong Airport (AXV) is 12 miles southwest of Wapakoneta, and about a 20-minute drive to either the Armstrong Air and Space Museum or Armstrong's boyhood home. —MC



EXHIBITS IN THE ARMSTRONG Air and Space Museum in Wapakoneta, Ohio (right), include the Aeronca Champ in which Neil Armstrong learned to fly—as well as a scale model of the Saturn V rocket he commanded on the Apollo 11 mission (left). The Grimes Flying Lab, a Beech 18 modified to demonstrate different aircraft lighting systems, can be seen at Grimes Field in Urbana, Ohio (above).

prairie that the brothers truly mastered aircraft control—especially roll control, which the Wrights accomplished with wing warping, although ailerons became pretty much universal by the end of World War I. Today white flags mark each of the seven corners of the original field, and the brothers flew endless circles around its perimeter.

The ground of Huffman Prairie is as hallowed as Kill Devil Hill, and the two locations are inextricably linked—beneath the monument near the Huffman Prairie visitor center, a short drive from the field itself, is sand from Kill Devil Hill, and beneath the Wright Brothers National Memorial on Big Kill Devil Hill is soil from Huffman Prairie. The Wrights operated a flying school at the prairie from 1910 to 1916; among their students were Henry “Hap” Arnold, who commanded the U.S. Army Air Forces in World War II, and Canadian World War I ace H. Roy Brown, credited with shooting down the Red Baron.

As part of Wright-Patterson Air Force Base, the site was closed to the public for decades. It became part of the Dayton Aviation Heritage National Historical Park in 1992. Less than a quarter mile away you could encounter a closed road with a sign, “Shotgun firing area—do not enter.” The base Rod and Gun Club is nearby and Pylon Road is not far enough downrange, but roads to the west and then northeast provide an alternate access route. The detour is well worth it to see the site where flight truly came into its own.

The Wright Brothers Aviation Center, in Dayton’s Carillon Historical Park, features

exhibits about the brothers’ life and work—and the 1905 Wright Flyer III, considered their first truly practical airplane, which Orville Wright helped to restore in the 1940s. The park’s founder, Edward Andrew Deeds, wanted a replica of the 1903 Flyer, but Orville talked him out of it. He realized the significance of the 1905 airplane.

In 1910 the Wright Company opened the first airplane factory in the United States, on West Third Street in Dayton. The facility was acquired by General Motors in 1919, and was modified to build steering wheels; later, it produced auto parts as Delco and eventually Delphi. The plant

Dayton had become an innovation hub and manufacturing center; around the turn of the century, more patents per capita were awarded in Dayton than any other U.S. city.

closed in 2008 during Delphi’s bankruptcy. Recently added to the park, the factory is not yet open to the public.

The brothers planned to live out their years in a house on Hawthorne Hill, south of Dayton, but Wilbur died of typhoid May 30, 1912, before construction began. Orville lived to see astounding advances in aviation technology, and died in the house January 30, 1948. Both are buried in the Wright family plot at Woodland

Cemetery and Arboretum in Dayton. Tours of Hawthorne Hill are offered twice a week through Carillon Historical Park.

It’s not surprising their inventing occurred in Dayton. It was the Silicon Valley of the 1890s. The city had become an innovation hub and manufacturing center; around the turn of the century, more patents per capita were awarded in Dayton than any other U.S. city. Charles F. Kettering, a National Cash Register engineer, developed the first electric cash register, and the electric starter for automobiles; he founded and later sold Dayton Engineering Laboratories Company—Delco. Weston Green introduced the popular Cheez-It snack crackers in Dayton. The Type A backpack parachute, controllable-pitch propeller, 100LL avgas, and aircraft ejection seat also were invented in Dayton.

AFTER THE WRIGHTS

The Waco Historical Society in Troy, 20 miles north of Dayton, was founded in 1978. It honors the factory and employees of the Weaver Aircraft Company of Ohio, headquartered in Troy; the prolific early aircraft manufacturer became the Waco Aircraft Company in the late 1920s. There’s a comprehensive collection of Waco aircraft and the growing complex includes a new science, technology, engineering, and math (STEM) center and extensive summer camp programs. There’s an event facility and a grass runway; Waco biplane flights are available.

Grimes Field in Urbana, Ohio, is a center of World War II-era preservation. The Champaign Aviation Museum is restoring its B-17 Flying Fortress, *Champaign Lady*,



PRESERVING AIR FORCE HISTORY

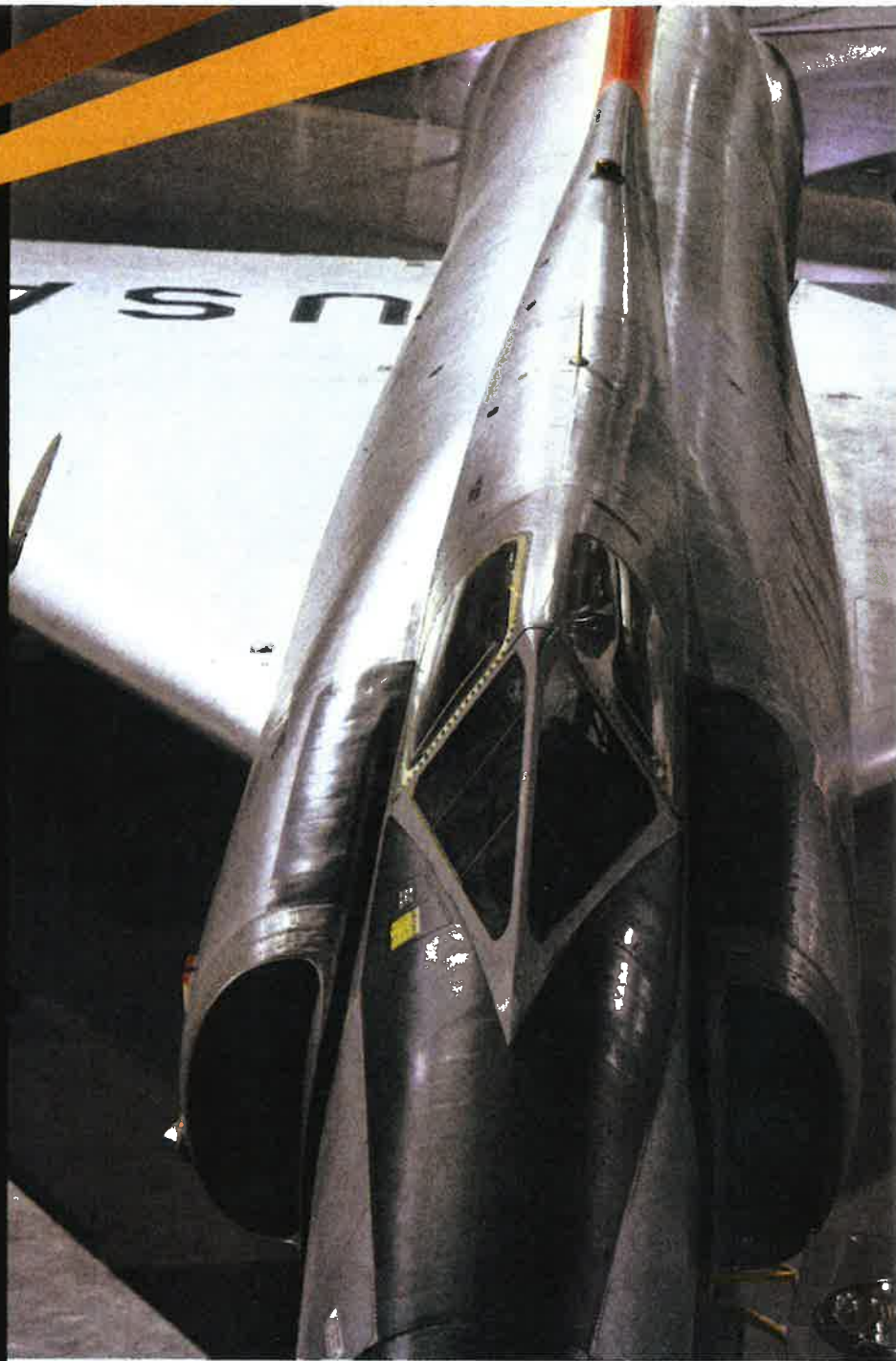
The contributions of Wright-Patterson Air Force Base to the development of military aviation date almost from the time of Wilber and Orville Wright. Today it's home to the Air Force Materiel Command, Air Force Life Cycle Management Center, Air Force Research Laboratory, and the National Air and Space Intelligence Center, among other units and functions.

To the public, however, it's best known for the National Museum of the United States Air Force. The oldest and largest military aviation museum in the world, it displays more than 300 aircraft and missiles, including a number of aircraft that once carried sitting presidents.

Behind-the-scenes tours of the restoration hangar are no longer offered to the public. The facility completed an extensive refurbishment of the B-17 *Memphis Belle*, the first U.S. Army Air Forces heavy bomber to return to the United States after completing 25 combat missions during World War II. Restoration of the interior was completed after the aircraft went on display. More recently it completed a two-year restoration of an Avro 504K replica built in 1966-67 by the Royal Canadian Air Force for its centennial. "We're correcting things on the replica when it was built," said Casey Simmons of Dayton, lead restoration specialist for the museum. "It had cotton on it when we took it off; we're putting the Irish linen back on." Its fabric covering used frayed tapes instead of cut, pinked tapes—fibers had to be manually pulled off to fray them. The original 110-horsepower Le Rhone J-rotary engine was cleaned with blasts of dry ice to remove grease but maintain its patina.

A former National Park Service ranger in the Dayton area, Simmons said this is his dream job. Although it's not required, he has an airframe and powerplant certificate—half of the 12 restoration specialists do. "You're not working on flying airplanes, but the techniques are very valuable," he said. "It's all about attention to detail."

—MC



to operational status; the museum's B-25 Mitchell, *Champaign Gal*, is a regular on the airshow circuit.

The Urbana airport is also home to the Grimes Flying Lab Foundation, a 501(c)(3) nonprofit dedicated to preserving the Grimes Flying Lab—a customized Beech Model 18 that was used by Warren G. Grimes and his Grimes Manufacturing Company to demonstrate different aircraft lights; it carries more than 75. Grimes has been called the father of the aircraft lighting industry.

WAPAKONETA

In 1944, 25 years before Neil Alden Armstrong would become the first man to step onto the surface of the moon, his family moved to Wapakoneta, population 9,867, about 60 miles north of Dayton. His parents purchased a home at 601 West Benton Street and Armstrong attended Blume High School, where he graduated in 1947 before studying aeronautical engineering at Purdue University. College was interrupted by duty as a Navy pilot and 78 combat missions in the Korean War. Armstrong completed his degree at Purdue

in 1955, entered the NASA astronaut program in 1962, and commanded the Gemini VII mission in 1966, before his selection to command the Apollo 11 mission.

The Armstrong Air and Space Museum opened in Wapakoneta during 1972—only three years after the first lunar landing—

While the home where Armstrong lived is now a private residence, it can be seen from the sidewalk—look for the historic marker. Karen Tullis bought the house in December 1988, not realizing at the time it had been the Armstrong family's. A teacher she worked with told her that Armstrong had lived there. "I said, 'Yeah, sure, Barb.'" But the coworker told her, "Neil and I went to the prom, but we had to walk. He could fly an airplane but he couldn't drive a car."

Tullis keeps Armstrong and space memorabilia in the bedroom the astronaut and his brother shared at the top of the stairs. "It's been a pleasure to have this house," she said. "Not just because Neil lived here, but to help preserve history. My ultimate goal is to preserve it much as it was like when they were here."

If you want to enjoy Armstrong's favorite dessert while visiting, it's

black raspberry chocolate chip ice cream from Graeter's—a regional ice cream company based in Cincinnati—with brownies.

AOPA

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NEIL ARMSTRONG'S BOYHOOD HOME is in Wapakoneta, Ohio (below). Owner Karen Tullis keeps space memorabilia in the bedroom Armstrong shared with his brother (above).

in a unique structure meant to resemble a future moon base. Exhibits include space suits, moon rocks, and the Aeronca Champ in which Armstrong learned to fly at the long-closed Port Koneta Airport, which was located north of Wapakoneta.





The lost art of America's story

I LIKE ARTIST GARY VELASCO'S VISION of a World War II dogfight: German pilot looks out his windshield to see an American bomber on his tail, but he's distracted by the vision of a scantily clad, half-naked woman on the nose of the U.S. aircraft. The distraction costs the Luftwaffe pilot precious seconds and he and his aircraft become another victory for the Americans as the war finally comes to an end.

Fanciful? Maybe, but as Velasco has been hand painting

pin-up girls on restored aircraft and on metal panels to sell as memorabilia for the past 20 years, he's had a lot of time to daydream about what it might have been like in the skies over Europe in 1944. "I often wish I could have been there," Velasco said. "There was a romantic feeling, a sense of innocence by today's standards. I put myself in their shoes. They had a mission, and everyone was gung-ho. And they missed home and the guys missed their girlfriends."

BY JULIE SUMMERS WALKER

PHOTOGRAPHY BY CHRIS ROSE

FLY BY PHOTOGRAPHY

10:8

'I MISS MY GAL'



'DORIS MAE' is a restored TBM
Avenger; artist Gary Velasco
re-created the aircraft's nose art.

10.19



NOSE ARTISTS

Velasco has written the book on nose art, *Fighting Colors: The Creation of Military Aircraft Nose Art*, and Fighting Colors is the name of his company, located near Charlottesville, Virginia. If he feels an affinity to the nose artists of World War II, it makes sense. He was a house-painter; most nose artists were sign painters in an era when everything had to be hand painted. Because nose artists were “a dime a dozen,” as Velasco says, the “artwork” was often crude and usually unsigned. He has collected more than 8,000 original photographs of nose art and uses them as guidance for the art he creates. That includes the art he has painted on actual aircraft—*Diamond Lil* on a Commemorative Air Force B-24, *Madras Maiden* on a B-17G, *Memphis Belle* insignia and bombs on a B-17, and *Doris Mae* on a TBM Avenger.

Velasco studies the historic, black and white photos to determine the colors of the original work. That said, he also asks if he can have creative license when he paints on the aircraft. The CAF aircraft that is *Diamond Lil* was never an actual fighting aircraft in Europe, so when the organization restored that specific B-24,

it took license with naming it *Diamond Lil*. Velasco researched the *Diamond Lil* original (based on a play written by Mae West in the late 1920s) and painted his version on the CAF’s B-24.

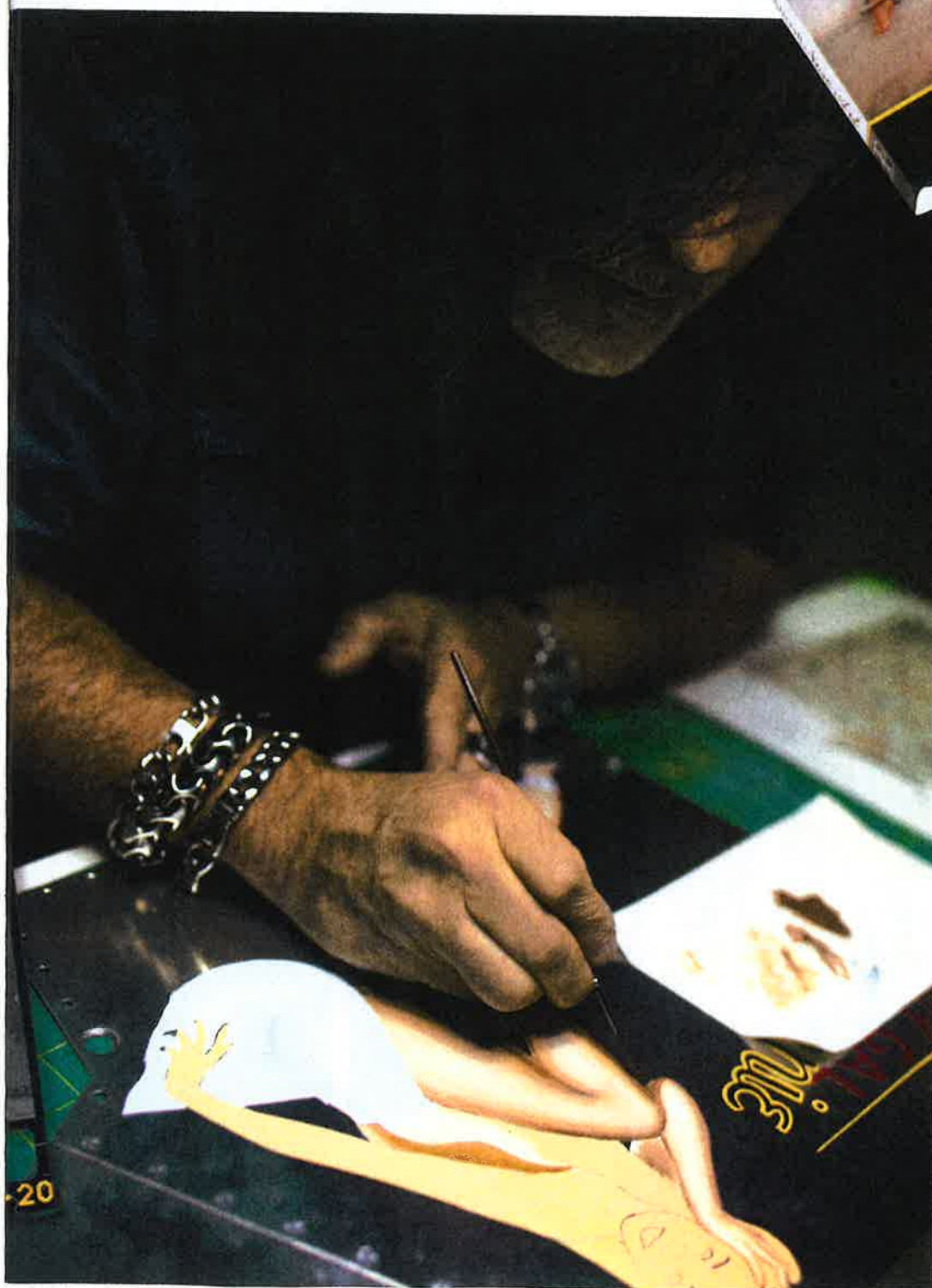
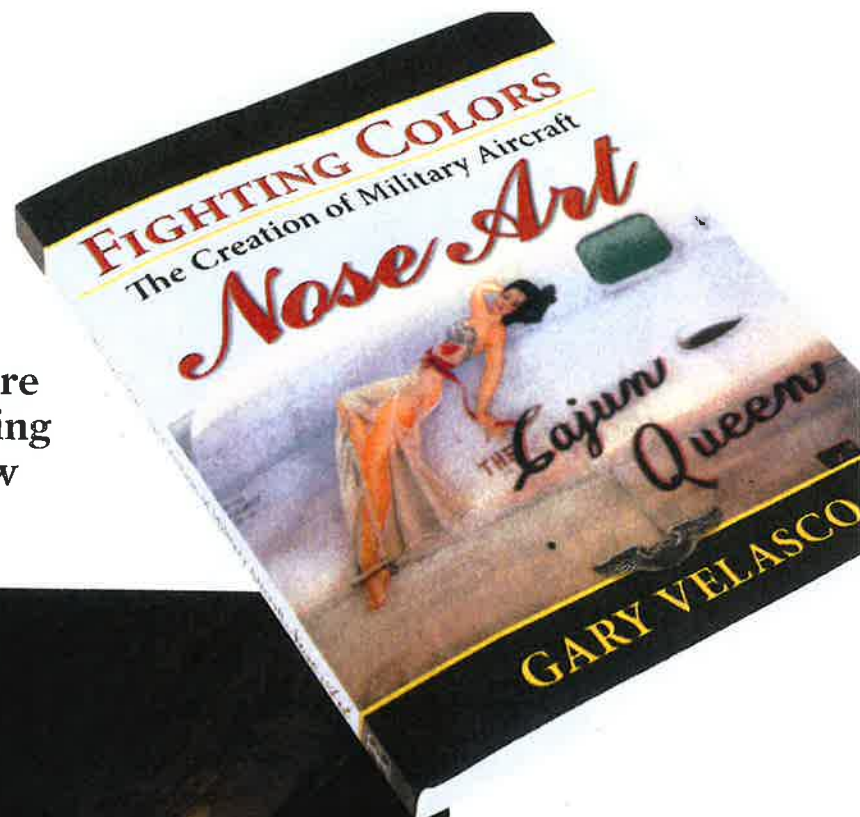
“Most nose artists were just guys in the outfit. The brass would let them get away with it—they may not be there tomorrow,” said Velasco.

“Get away with it” is a nice way of saying the painters could be a lot less politically correct with their images. While many nose art examples are cartoons and insignia, the nose art Velasco connects with are the sensuous pin-up girls that graced many aircraft. They are based on work by *Esquire* magazine artists George Petty and Alberto Vargas. Vargas painted the leading stars of the Ziegfeld Follies before eventually replacing Petty at *Esquire* for the publication of the first Varga Girl calendar in 1940 (publisher



BOTTOM: COURTESY GARY VELASCO

"It's crazy, right? Nose art.
Half-naked women. But they are
like family heirlooms, preserving
a memory that most of us know
nothing about." — Gary Velasco



ARTIST GARY VELASCO
painstakingly re-creates
the artwork of World War
II-era nose artists.

10:11



TONY STARCER

More than 300,000 aircraft were built and in use during World War II and the United States lost an average of 170 aircraft per day during the war. It was not uncommon to have a crew name an airplane and the nose artwork appear the next day. Most often, the painter was a crewmember who accepted cash or barter to paint the art. Crew chiefs or chief pilots came up with the name—often for their wives, their girlfriends, or actresses—and the artwork was inspired by *Esquire* calendar artists Alberto Vargas or George Petty. However, Cpl. Anthony (Tony) Starcer of the U.S. Army Air Forces 91st Bombardment Group (left) is credited with painting nearly 130 aircraft,

including *Memphis Belle*, *Shoo Shoo Shoo Baby*, *General Ike*, and *Mount 'n Ride*. Starcer painted the original nose art on the Collings Foundation's B-17G *Nine-O-Nine*, which was destroyed in a recent accident. After the War, Starcer did not paint again until 1981 when he was asked to re-create the nose art for the restored B-17G *Shoo Shoo Shoo Baby*, based on Vargas's "Hawaii" pin-up artwork and named by the aircraft's World War II pilot Paul McDuffie for his wife's favorite song. Another prolific nose artist was Cleveland, Ohio, native Don Allen, who is credited with painting nearly 40 aircraft. Allen said he did not paint nude women on aircraft because he was an Eagle Scout—although his *Miss Dallas* on a P-47 Thunderbolt is clearly naked behind a big cowboy hat.

—JSW

NOSE ARTIST GARY VELASCO paints panel reproductions of artwork that once appeared on World War II bombers (below left) by artists such as Tony Starcer (above). In his more than 20 years of re-creating the art, Velasco has perfected his painting techniques and collects as many old photographs as he can. He convinced a reluctant Chuck Yeager to sign one of his pieces (opposite page).



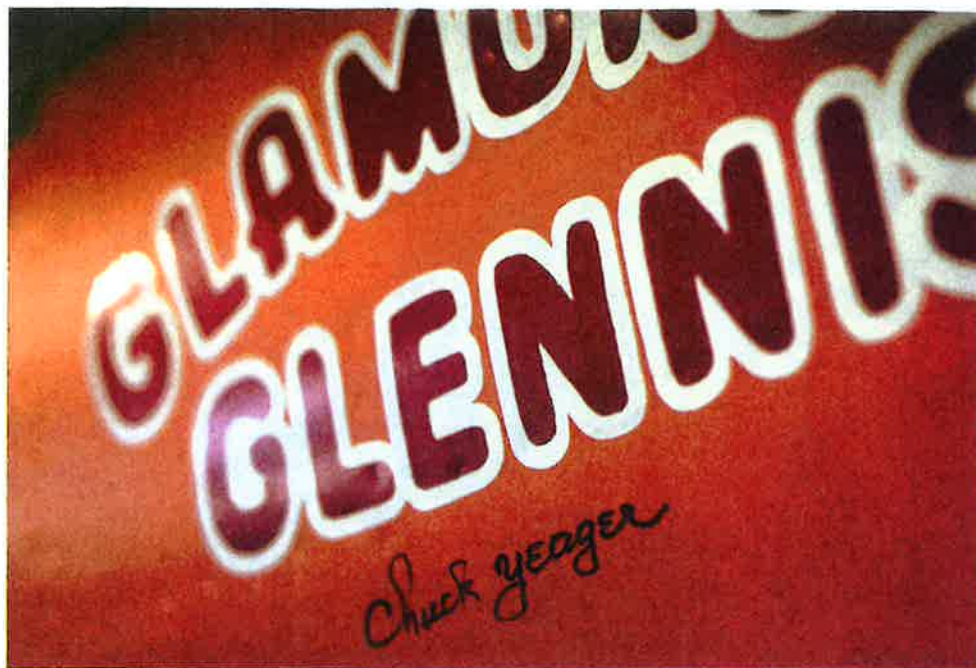
David Smart had the artist remove the S in his name). The “Petty Girl” was the “feminine ideal” of the American male, said *Life* magazine in 1939.

The calendar and the Petty Girl were extremely popular, and nose artists used the images as inspiration. While some of the nose art painters were talented—Tony Starcer and Don Allen (see sidebar, facing page)—the artwork could be crude. Velasco discovered this when asked to paint *Doris Mae*. First, the original rendering had the figure completely nude. Second, it was more a line drawing and less a finished painting.

“I knew the pin-up original—a Varga—so I asked to make the nose art nicer, like the Varga. The nose art was very crude and not likeable,” Velasco said. “Everyone liked her when it was finished but it didn’t take long for the HQ at CAF to say, ‘put her clothes on,’ so I painted a polka-dotted bikini on her.”

ATTENTION TO DETAIL

Rock music is blaring as we enter Velasco’s studio and warehouse outside of the historic city of Charlottesville. It’s easy to spot Velasco bent over a template he is making for artwork for *The Ruptured Duck*, which he will paint on an aluminum panel. Velasco’s long black hair drapes over his work, the music and his hair illustrating that while he is deeply connected with the World War II era in his work, his heart is in the 1970s.



“I got all the way through the ROTC stuff, was going to be a pilot, but then Van Halen happened,” Velasco said. He spent the next 25 years trying to be a rock star. In his studio are remnants of that period in his life. And he is slowly working on his private pilot certificate.

“Everybody I know has airplanes so I’m in them all the time,” he said. “I’ve got 16 hours [instruction] in a Cessna 172.”

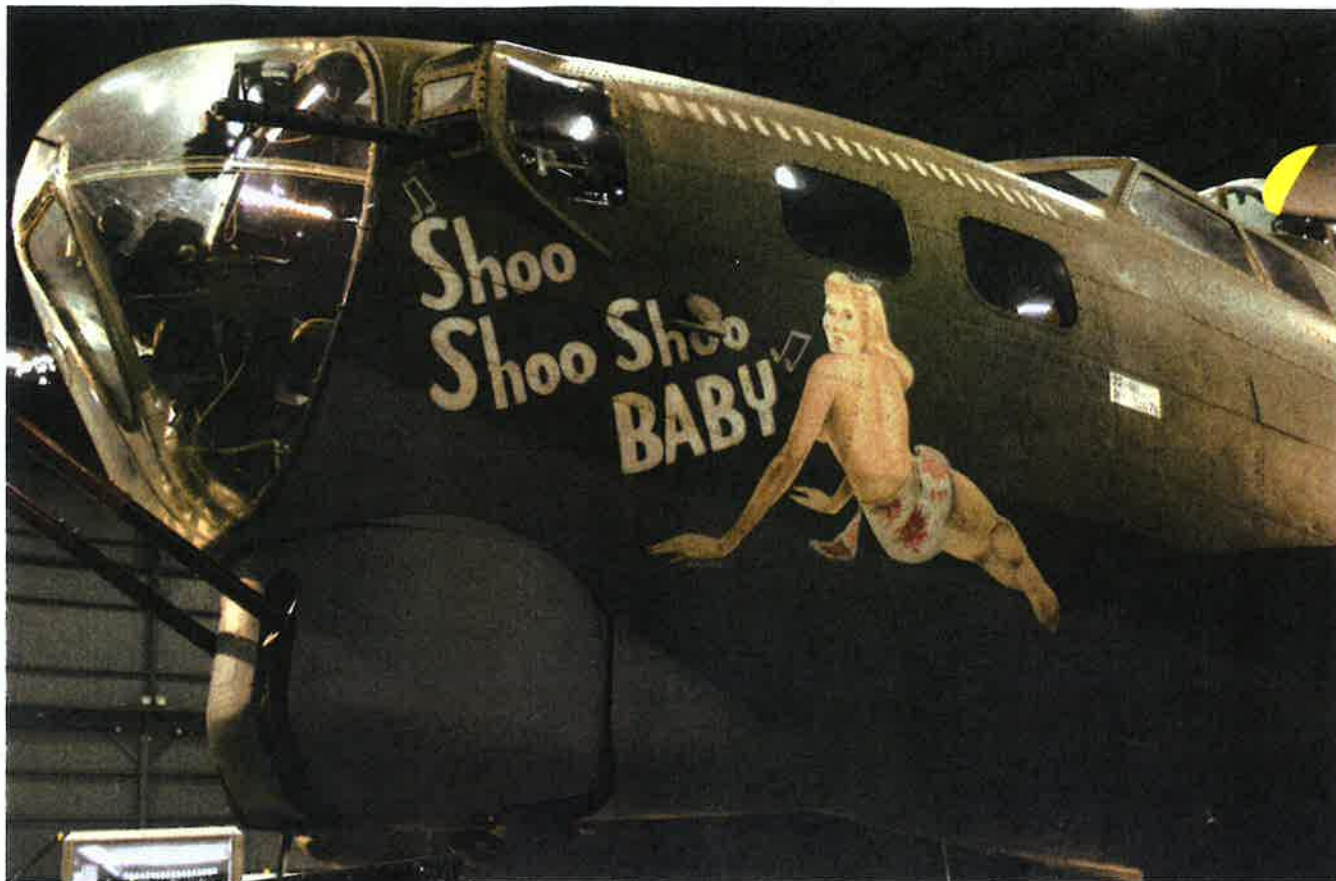
The Ruptured Duck template he’s working on honors the B-25B Mitchell

that was in the Doolittle Raid over Tokyo in 1942. After the bombing, pilot Lt. Ted W. Lawson ditched the B-25 in the sea near Shangzhou, China. The ruptured duck was a symbol of honorable service, and lapel pins were awarded to honorably discharged servicemen between 1939 and 1946.

Little-known or obscure information about the aircraft of World War II, especially in the Pacific theater, is dear to Velasco. He’s especially enamored with







VELASCO ALSO paints the insignia and other details on his panels and on actual aircraft. Bomber groups were proud of their nose art, like *Shoo Shoo Shoo Baby*, a B-17G.

the Pacific theater because, he says, the nose artwork was creative and especially risqué. "There was a time when you were free to do what you wanted to do—since so many didn't come back. In the Pacific, the natives were half-dressed anyway. I did learn that General [Curtis] LeMay gave an order to clean everything up, but it was toward the end of the war and they just did what they [soldiers] wanted to do anyway," said Velasco.

After house painting evolved into murals and more refined work, Velasco, who was living in Connecticut at the time and volunteered at the Bridgeport airshow, was asked to paint insignia on the movie *Memphis Belle*, owned by David Tallichet and which appeared in the 1990 movie of the same name. He then painted the Corsair that sits as the static display at Sikorsky Airport.

"Things kind of evolved from there and I started researching nose art. I recreated the famous stuff like *Enola Gay* and *Memphis Belle* on these panels. I can't paint warbirds every day, that's not my bread and butter," he said.

After researching and studying the old photographs, Velasco digitizes the artwork, creates a template, and cuts, designs, and rivets the panels. "It's almost like paint-by-numbers when I'm done because I've created the template," he said. "It sounds easy but try blending flesh tones using the same paint as 100 years ago."

His favorite commission was the design of a panel from a Consolidated PB4Y-2 Privateer *Punky*, which he created for a former crewmember. The family sent Velasco a photograph of the veteran with the nose art panel, telling Velasco that they heard stories from their grandfather they had never heard before.

"I love the smile on that guy's face. People buy these panels and say their father or grandfather never talked about the war until he saw the nose art. A lot of those guys are gone now, but the panels make a difference in people's lives.

"It's crazy, right? Nose art. Half-naked women. But they are like family heirlooms, preserving a memory that most of us know nothing about."

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