



# COUNTY of VENTURA

## Department of Airports

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

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

**Thursday                      September 8, 2022                      6:30 P.M.**

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

**IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e)(1)(A) AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS AND LOCAL HEALTH OFFICER RECOMMENDATION REGARDING SOCIAL DISTANCING, THE AIRPORT ADMINISTRATION CONFERENCE ROOM IS CURRENTLY CLOSED TO THE PUBLIC.**

**THIS MEETING IS BEING CONDUCTED ELECTRONICALLY. TO FIND OUT HOW YOU MAY ELECTRONICALLY ATTEND THE MEETING AND PROVIDE PUBLIC COMMENT, PLEASE REFER TO THE INSTRUCTIONS BELOW.**

1. You may join the meeting via **Zoom**. See last page for detailed instructions about participating in the meeting via Zoom.
2. You may observe the meeting via the **Department of Airports YouTube channel**  
[https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view\\_as=subscriber](https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber)
3. Public Comment Options
  - a. **Email** – You may submit your comment, limited to 250 words or less, via email by 6:00 p.m. on Thursday, September 8, 2022 to Airport Staff at [AirportInfo@ventura.org](mailto:AirportInfo@ventura.org). Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 6.A.). When the Authorities reach your item of interest on the agenda, Airport Staff will read your comment during the time for public comments.
  - b. **Zoom** – You may provide verbal comments during the meeting. See last page for detailed instructions about participating in the meeting via Zoom.

## **AGENDA**

1. **CALL to ORDER and PLEDGE of ALLEGIANCE**
2. **ROLL CALL**
3. **AGENDA REVIEW**
4. **APPROVAL of MINUTES – July 14, 2022 (Pages 8-19)**
5. **PUBLIC COMMENT PERIOD**

**Comments will be limited to a maximum of three minutes per item. The public comment period is reserved for issues NOT on the agenda.**

If you wish to make a public comment on Agenda Item #5, please press the raise hand button, or if you are calling in, press star (\*) then 9 to be added to the speaker queue when prompted by the Chair of the Airport Authority.

## **6. NEW BUSINESS**

### **CAMARILLO AIRPORT AUTHORITY**

- A. Subject: Receive and File Regarding Planned Pavement Repairs in 2023 for the Camarillo Airport Runway 8-26 Centerline and Taxiway A (Pages 20-21)**

#### **Recommendation:**

Receive and file this notice regarding the planned pavement repairs in 2023 for the Camarillo Airport Runway 8-26 Centerline and Taxiway A project.

- B. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Third Amendment to Lease with Studio Wings, a California Corporation, for 65A Durley Avenue at the Camarillo Airport (Pages 22-26)**

#### **Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the Third Amendment to the lease with Studio Wings for 65A Durley Avenue at the Camarillo Airport (Exhibit 1).

- C. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Third Amendment to Lease with Brett & Tina Marie Lee for 65B Durley Avenue at the Camarillo Airport (Pages 27-30)**

**Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the Third Amendment to the lease with Brett & Tina Marie Lee for 65B Durley Avenue at the Camarillo Airport (Exhibit 1).

**D. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Lease Agreement with Sky 805, LLC for 265, 275 and 305 Durley Avenue at the Camarillo Airport (Pages 31-60)**

**Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the Lease Agreement with Sky 805, LLC at 265, 275 and 305 Durley Avenue at the Camarillo Airport (Exhibit 1).

**E. Subject: Consider Adoption of Resolution #13 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act (Pages 61-67)**

**Recommendation:**

Consider adoption of Resolution #13 (Exhibit 1) authorizing remote teleconference meetings of the Camarillo Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

**OXNARD AIRPORT AUTHORITY**

**F. Subject: Consider Adoption of Resolution #13 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act (Pages 68-74)**

**Recommendation:**

Consider adoption of Resolution #13 (Exhibit 1) authorizing remote teleconference meetings of the Oxnard Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

**G. Subject: Receive and File Regarding Updated Construction Schedule for the Oxnard Airport Taxiway Connectors A, B, C, D and E Reconstruction Project (Pages 75-76)**

**Recommendation:**

Receive and file an update regarding the construction schedule planned for the reconstruction of Taxiway Connectors A, B, C, D and E at Oxnard Airport.

- H. Subject: Approval and Award of a Construction Administration Services Contract to Jviation, a Woolpert Company, in the Not-to-Exceed Amount of \$716,589, for the Taxiway Connectors Pavement Reconstruction Project at Oxnard Airport; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract**  
(Pages 77-112)

**Recommendations:**

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

1. Approve and award a construction administration services contract (Exhibit 1) to Jviation, a Woolpert Company, in the not-to-exceed amount of \$716,589, for the Taxiway Connectors Pavement Reconstruction at Oxnard Airport; and
2. Authorize the Director of Airports, or his designee, to execute the subject contract.

- I. Subject: Receive and File Report on Potential Development of Two Aviation Parcels at Oxnard Airport** (Pages 113-118)

**Recommendation:**

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

Receive and file a report on potential development of a 5-acre parcel by Fly 805, LLC, and a 7-acre parcel by Urban Air Mobility, LLC, at the Oxnard Airport.

**CAMARILLO & OXNARD AIRPORT AUTHORITY**

- J. Subject: Approval of Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports** (Pages 119-124)

**Recommendation:**

Approve Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports.

**7. DIRECTOR'S REPORT**



## **8. REPORTS (Pages 125-147)**

**Report items listed below are presented to the Airport Authorities for information only, at this time. The report items require no action or are not ready for the Airport Authorities' consideration. The Airport Authorities may refer these items to the Department of Airports for investigation and report back on a future agenda.**

Monthly Activity Report – June, July 2022  
Monthly Noise Complaints – June, July 2022  
Consultant Reports (Coffman Associates) – June, July 2022  
Consultant Reports (Jvation – Camarillo Airport) – June, July 2022  
Consultant Reports (Jvation – Oxnard Airport) – June, July, August 2022  
Consultant Reports (Mead & Hunt) – August, 2022  
Airport Tenant Project Status – August 2022  
Project Status – August 2022  
Meeting Calendar

## **9. CORRESPONDENCE (Pages 148-166)**

**Correspondence items listed below are presented to the Airport Authorities for information only, at this time. The correspondence items require no action or are not ready for the Airport Authorities' consideration. The Airport Authorities may refer these items to the Department of Airports for investigation and report back on a future agenda.**

Article dated July 2, 2022 from Camarillo Acorn re: Hangar Development Purchases Channel Islands Aviation

Letter dated July 11, 2022 from Director Keith Freitas to Master Plan Public Advisory Committee Members re: Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update & Narrative Report

Letter dated July 12, 2022 from Lease Manager Madeline Herrle to Charles McLaughlin, Fly805 LLC re: Development Project – 5 acre parcel – Oxnard Airport

Letter dated July 12, 2022 from Lease Manager Madeline Herrle to Mark Scott, Urban Air Mobility, LLC re: Development Project – 7 acre parcel – Oxnard Airport

Article dated July 20, 2022 from VC Reporter re: Friendlier Skies? Airport Director Hopes Layout Plan, Improved Communication Will Settle Turbulent Relations with Camarillo Officials

Letter dated August 3, 2022 from Deputy Director Dave Nafie re: Camarillo Airport Hours of Operation Departures Between 12:00am and 5:00am

Notice dated August 4, 2022 from Camarillo Airport Operations Supervisor to Camarillo Airport Tenants – Tie Down Rows 13, 14, 15, 16 & 17 re: Temporary Aircraft Relocation for Wings Over Camarillo Air Show

Article dated August 18, 2022 from VC Star re: Ultralight Crash at Camarillo Airport

Article dated August 20, 2022 from Camarillo Acorn re: Sky's the Limit at Camarillo Air Show

Letter dated September 1, 2022 from Deputy Director Dave Nafie re: Camarillo Airport Hours of Operation Departures Between 12:00am and 5:00am

**10. AUTHORITY COMMENTS** – Comments by Authority members on matters deemed appropriate.

## **11. ADJOURNMENT**

The next regular Authority meeting will be on Thursday, October 13, 2022 at 6:30 p.m. Location to be determined.

---

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT LIA VEGA AT (805) 388-4372. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE DEPARTMENT OF AIRPORTS TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



## Webinar Instructions

Public link to Zoom webinar:

<https://us06web.zoom.us/j/89066803981?pwd=eUt1bHhKRlhTVUhaYmIGUVJFemxldz09>

**Webinar ID:** 890 6680 3981  
**Passcode:** 707527  
**Phone Numbers:** 1-669-900-6833  
1-253-215-8782

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

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

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

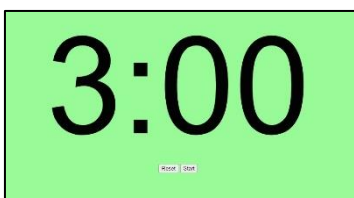
**Telephone:** You may observe the meeting via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to the meeting through your phone handset.

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

## Speaking

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

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





# COUNTY of VENTURA

## Department of Airports

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

### CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

### MINUTES

July 14, 2022

#### 1. CALL to ORDER and PLEDGE of ALLEGIANCE

CAA Chair, Susan Santangelo, called the meeting to order at 6:32 p.m. and requested that Mayor, Shawn Mulchay, lead the pledge of allegiance.

#### 2. ROLL CALL

##### CAA PRESENT

Kelly Long  
Carmen Ramirez  
Shawn Mulchay  
Susan Santangelo  
Scott Barer

##### CAA ABSENT

##### OAA PRESENT

Kelly Long  
Carmen Ramirez  
Bert Perello  
Vianey Lopez (L)  
Mark King (Alt)

##### OAA ABSENT

Eugene Fussell

*Excused (E)*

*Late (L)*

*Alternate (Alt)*

##### AIRPORT STAFF

Keith Freitas, Director  
Dave Nafie, Deputy Director  
Erin Powers, Projects Administrator  
Madeline Herrle, Lease Manager  
Ana Castro, Program Administrator

#### 3. AGENDA REVIEW

Director Keith Freitas announced a change to Agenda Item 6.E., in which the estimated grant amount of \$9,057,126 was corrected to \$8,151,414.

#### **4. APPROVAL OF MINUTES – June 9, 2022**

***Camarillo Airport Authority: Supervisor Kelly Long moved to approve the June 9, 2022 meeting minutes and Mayor Shawn Mulchay seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

***Oxnard Airport Authority: Supervisor Carmen Ramirez moved to approve the June 9, 2022 meeting minutes and Councilmember Bert Perello seconded the motion. All members voted in favor and the motion passed unanimously 4-0. Councilmember Vianey Lopez was absent for the vote.***

#### **5. PUBLIC COMMENT PERIOD**

Public comments heard.

#### **6. NEW BUSINESS**

##### **CAMARILLO AIRPORT AUTHORITY**

**A. Subject: Receive and File a Presentation on the Wings Over Camarillo Air Show at Camarillo Airport**

##### **Recommendation:**

Receive and file a presentation on the Wings Over Camarillo Air Show taking place on August 20-21, 2022 at Camarillo Airport.

Robert Trimborn, Director of Operations for Wings Over Camarillo Airshow, reviewed a PowerPoint presentation.

***Camarillo Airport Authority: Public Member Scott Barer moved to approve staff's recommendation and Supervisor Kelly Long seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

**B. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Sixth Amendment to Lease with Fresh Concepts, Inc. at 325 Durley Ave, Camarillo, California**

##### **Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the attached Sixth Amendment to Lease with Fresh Concepts, Inc.

Lease Manager Madeline Herrle provided staff's report.

***Camarillo Airport Authority: Supervisor Kelly Long moved to approve staff's recommendation and Mayor Shawn Mulchay seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

**C. Subject: Consider Adoption of Resolution #12 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act**

**Recommendation:**

Consider adoption of Resolution #12 (Exhibit 1) authorizing remote teleconference meetings of the Camarillo Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

***Camarillo Airport Authority: Supervisor Kelly Long moved to approve staff's recommendation and Public Member Scott Barer seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

**OXNARD AIRPORT AUTHORITY**

**D. Subject: Consider Adoption of Resolution #12 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act**

**Recommendation:**

Consider adoption of Resolution #12 (Exhibit 1) authorizing remote teleconference meetings of the Oxnard Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

***Oxnard Airport Authority: Supervisor Carmen Ramirez moved to approve staff's recommendation and Councilmember Bert Perello seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

**CAMARILLO & OXNARD AIRPORT AUTHORITY**

**E. Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0179-040-2022, When Offered, in an Estimated Amount of \$9,057,126, Which Will Provide Funds for the Taxiway Connectors Reconstruction and Relocation of an FAA Powerline at Oxnard Airport; Authorization for the Director of Airports or Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements**

**Recommendations:**

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

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-040-2022, when offered, in an estimated amount of \$9,057,126, which will provide funds for the taxiway connectors reconstruction and relocation of an FAA powerline at Oxnard Airport; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for a matching grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

Projects Administrator Erin Powers provided staff's report. Staff reiterated that the estimated grant amount should reflect \$8,151,414 instead of \$9,057,126.

***Oxnard Airport Authority: Supervisor Kelly Long moved to approve staff's recommendations and Councilmember Bert Perello seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

**F. Subject: Authorization Approval of Plans and Specifications for the Taxiway Connectors Pavement Reconstruction at Oxnard Airport, Including Addenda Nos. 1-3; Waiver of Any Minor Irregularities in the Bid; Award a Contract for the Base Bid Schedule I and Schedule II and/or Bid Alternate 1 to Granite Construction Company, in an Amount Not to Exceed of \$7,706,536, on the Basis of the Lowest Responsive Bid, Conditioned Upon Receipt of a Federal Aviation Administration and/or CalTrans Grants Sufficient to Fund No Less than 85 percent of the Project Costs; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract, if Awarded**



**(Exhibit 1 is available for review on the Department of Airports website [www.vcairports.org](http://www.vcairports.org))**

**Recommendations:**

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

1. Approve the plans and specifications (Exhibit 1) for the Taxiway Connectors Pavement Reconstruction at Oxnard Airport, including Addenda Nos. 1-3 (Exhibit 2);
2. Waive any minor irregularities in the bids;
3. Award a Contract for the Base Bid Schedule A and Base Bid Transition Schedule B to Granite Construction Company, in the Amount of \$7,706,536, on the basis of the lowest responsive bid, conditioned upon receipt of a Federal Aviation Administration and/or CalTrans grants sufficient to fund no less than 85 percent of the project costs; and
4. Authorize the Director of Airports, or his designee, to execute the subject Contract if awarded (Exhibit 3).

Projects Administrator Erin Powers provided staff's report.

***Oxnard Airport Authority: Councilmember Bert Perello moved to approve staff's recommendations and Supervisor Kelly Long seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

**CAMARILLO & OXNARD AIRPORT AUTHORITY**

**G. Subject: Receive and File an Update Regarding the Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update**

**Recommendation:**

Receive and file an update regarding the transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update.

Director Keith Freitas provided staff's report.

***Camarillo Airport Authority: Public Member Scott Barer moved to staff's recommendation and Supervisor Kelly Long seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***



***Oxnard Airport Authority did not vote on this item.***

**H. Subject: Authorization for the Director of Airports or Designee, to Accept and Sign Federal Aviation Administration Grant Nos. 3-06-0179-041-2022 and 3-06-0339-041-2022, When Offered, in an Estimated Amount of \$795,944 Each, Which Will Provide Funds for a Part 150 Noise Compatibility Study for Oxnard and Camarillo Airports; Authorization for the Director of Airports or Designee, to Apply for, Accept, and Sign for Matching Grants from Caltrans, if Offered; and Authorization for County Counsel to Execute the Certificates of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements; and Approval and Award of Consultant Services Contracts to Coffman Associates, Inc., in the Lump Sum Amount of \$770,944, for a Part 150 Noise Compatibility Study for Oxnard Airport, and in the Lump Sum Amount of \$770,944, for a Part 150 Noise Compatibility Study for Camarillo Airport, Conditioned Upon Receipt of Federal Aviation Administration and/or CalTrans Grants Sufficient to Fund No Less than 85 percent of the Study Costs; Authorization for the Director of Airports, or Designee, to Execute the Subject Contracts**

**Recommendations:**

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

1. Authorize the Director of Airports or his designee, to accept and sign Federal Aviation Administration (FAA) Grant Nos. 3-06-0179-041-2022 and 3-06-0339-041-2022, when offered, in an estimated amount of \$795,944 each, which will provide funds for a Part 150 Noise Compatibility Study for Oxnard and Camarillo Airports; and
2. Authorize the Director of Airports or his designee, to apply for, accept, and sign for matching grants from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificates of Sponsor's Attorney required by FAA Grant Agreements; and
4. Approval and award of consultant services contracts to Coffman Associates, Inc. (Coffman) in the lump sum amount of \$770,944, for a Part 150 Noise Compatibility Study for Oxnard Airport (Exhibit 1), and in the lump sum amount of \$770,944, for a Part 150 Noise Compatibility Study for Camarillo Airport (Exhibit 2), conditioned upon receipt of Federal Aviation Administration and/or CalTrans grants sufficient to fund no less than 85 percent of the study costs; and

5. Authorization for the Director of Airports, or designee, to execute the subject contracts.

Projects Administrator Erin Powers provided staff's report. A member of the public, Mr. Ben Di Benedetto, requested that the 1997 noise abatement study that was part of the last land use study for Oxnard Airport be made available to the public, and that for future development projects access to all plans, reports, and documents be given to the neighborhood councils. Councilmember Bert Perello recommended that the information Mr. Di Benedetto provided be given to the neighborhood council chairs. Councilmember Perello also requested that direction be given to management to get the information out, maybe even put the information on the website, with respect to what Mr. Di Benedetto requested.

***Camarillo Airport Authority: Supervisor Kelly Long moved to approve staff's recommendations and Public Member Scott Barer seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

***Oxnard Airport Authority: Councilmember Bert Perello moved to approve staff's recommendations with an amendment that the requests he made for the sharing of information be included in the motion and Supervisor Carmen Ramirez seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

- I. **Subject:** Authorization for the Director of Airports or Designee to Award Annual Consulting-Services Contracts for FY 2022-2023 to Coffman Associates, Inc., Jviation, a Woolpert Company, Mead and Hunt, Inc., and The Adams Companies, LLC, and to Issue Work Orders Against These Contracts

**Recommendations:**

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

1. Authorize the Director of Airports, or his designee, to award annual consulting-services contracts for fiscal year 2022-2023 to the consultants listed in the Annual Consultant Services Contracts Summary (Exhibit 1) using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (an exemplar contract form is attached as Exhibit 2); and
2. Authorize the Director of Airports, or his designee, to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by the Board, and for up to \$200,000 each work order for other services.

Projects Administrator Erin Powers provided staff's report.

***Camarillo Airport Authority: Supervisor Kelly Long moved to approve staff's recommendations and Public Member Scott Barer seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

***Oxnard Airport Authority: Supervisor Carmen Ramirez moved to approve staff's recommendations and Councilmember Vianey Lopez seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

**J. Subject: Review Draft Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports**

**Recommendation:**

Review draft Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports and provide input to staff.

Deputy Director Dave Nafie provided staff's report. Public member Scott Barer suggested moving the 877 MSL flag to the turn just below where it's depicted now. Mr. Barer also thought there should be a notation on the exit departure procedure that pilots need to be aware of Oxnard's airspace ahead and they need to be either cleared through Oxnard's airspace or 2000 feet or above. Councilmember Bert Perello suggested having a key to explain some of the terminology. Supervisor Carmen Ramirez emphasized the need for a glossary for better communication. Public Member Mark King recommended having another version designed around the general public in regards to terminology.

**K. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, the Master Administrative Agreement between the County of Ventura and the University of Alaska Fairbanks to Establish a Working Relationship for Unmanned Aircraft Systems Related Testing, Research, and Education**

**Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the Master Administrative Agreement between the County of Ventura and the University of Alaska Fairbanks (Exhibit 1), to establish a working relationship for Unmanned Aircraft Systems (UAS) related testing, research, and education.

Director Keith Freitas provided staff's report.

***Camarillo Airport Authority: Supervisor Kelly Long moved to approve staff's recommendation and Public Member Scott Barer seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

***Oxnard Airport Authority: Supervisor Carmen Ramirez moved to approve staff's recommendation and Councilmember Bert Perello seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

## **7. DIRECTOR'S REPORT**

- Since the Board of Supervisors does not meet in August there will most likely not be any items for an August Airport Authorities meeting.
- The Board of Supervisors approved the Private Hangar Lease Agreement at their May 24<sup>th</sup> meeting. Staff is in the process of working with COHOTA and their board members to do a test group as staff works to transition the 220 tenants between Oxnard and Camarillo Airports. The transition will be done in phases and is expected to be a nine month transition. The test group will allow staff the ability to iron out all the things that need to be done and that the pilots understand what staff is looking for and what the process looks like before staff transitions all tenants.
- The security camera system is finally funded and there is a vendor on board. They estimate a completion for both airports in the fourth quarter of this year.
- The public information officer position has been advertised and the working title will be along the lines of Communication & Engagement Manager. Staff is working with HR and it's a continuous announcement until there are enough candidates to interview, but the expectation is that a candidate will be selected and in place by August. The key with this position will be the focus on noise, community members, pilots, and flight schools. Staff has to get this person on board to go out to those flight schools in Santa Monica, Whiteman, all of those in the LA Basin and educate those flight instructors and those students on what we're looking for them to do, specifically at Oxnard and Camarillo Airports.
- There is also the flight tracking system that should be installed by the fourth quarter of this year. The system will let you know where a plane is flying, what altitude, and who the owner is. Those kinds of things will help the new public information officer position do some analysis of where staff needs to target the education.
- The noise subcommittee met to revamp the noise reports for both Airport Authorities and the Advisory Commission. The first meeting happened today and there were some good ideas that would be helpful, not only to airport staff but the community when those are published. The committee will probably see a first draft either in

September or October as staff works through some of the recommendations that have been proposed.

- A discussion with Mark King, member of the Oxnard Authority, led to an idea. Mr. King has an airplane set up to show what it looks like from the pilot's perspective, when we want the pilot to turn before the canal or out past the water. Staff can put the recording on a video link to the website so when pilots are coming into the area, or the new person is doing education with the flight schools they know visually what it looks like. Thanks to Mr. King for that work and for donating his time.
- Proposals were received for the five-acres and the vacant seven-acres at Oxnard Airport. There was only one for the seven-acres and Urban Air Mobility has been selected, that's right next to Golden West at Oxnard Airport. For the five acres, the team that's led by Aspen Helicopter has been selected and they've included some hangar developments, a museum and restaurant in their proposal if they can make that work. Moving forward staff will take the proposals to the Board to get authorization to start negotiations, probably in September.
- The Cloud Nine project is progressing and now they've got some verticals coming up, some of the large steel project is happening for the four 25,000 square foot hangars. These are the first two going up in the last couple of weeks.
- Coulson, the emergency rescue fire helicopter has been in the news media the last couple of weeks. It's stationed at Camarillo Airport in coordination with County Fire Department to be at Camarillo through the entire fire season. This is one of the largest helicopters in operation, carrying 3,000 gallons of water to help firefighters if something should pop up in the County. It's based in Camarillo and is a ready resource for the entire County, very beneficial.
- There was an emergency pavement repair at Camarillo. Recognizing airport staff, Projects Administrator Erin Powers in particular who managed to pull this all together right before the fourth of July holiday weekend.
- In a previous discussion, Supervisor Carmen Ramirez asked that in the September or October meeting an agenda item be added regarding the leaded fuel, 100 low lead issue. Staff is looking to do some preparation for data and more than likely October.

***Report was received and filed.***

## **8. REPORTS**

**Report items listed below are presented to the Airport Authorities for information only, at this time. The report items require no action or are not ready for the Airport Authorities' consideration. The Airport Authorities may refer these items to the Department of Airports for investigation and report back on a future agenda.**

Monthly Activity Report – May 2022  
Monthly Noise Complaints – May 2022  
Consultant Reports – May 2022  
Airport Tenant Project Status – June 2022  
Project Status – June 2022  
Meeting Calendar

***Reports were received and filed.***

## **9. CORRESPONDENCE**

**Correspondence items listed below are presented to the Airport Authorities for information only, at this time. The correspondence items require no action or are not ready for the Airport Authorities' consideration. The Airport Authorities may refer these items to the Department of Airports for investigation and report back on a future agenda.**

Letter dated May 31, 2022 from Director Keith Freitas to Greg Ramirez, City of Camarillo re: Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update

Article dated June 10, 2022 re: Plane Crash in Oxnard Field near Camarillo Airport

Letters dated June 17, 2022 from Deputy Director Dave Nafie re: Departures between 12:00am and 5:00am from Camarillo Airport

Letter dated June 24, 2022 from Director Keith Freitas to Jackie Rose, Ventura County Animal Services re: Clear the Shelter Event – August 27, 2022

Letter dated June 27, 2022 from Lease Manager Madeline Herrle to Jeri Rouse Looney, Skyryse, Inc. re: 555 Airport Way, Suite "A", Camarillo, CA – Office Lease Agreement

***Correspondence was received and filed.***

## **10. AUTHORITY COMMENTS**

Supervisor Carmen Ramirez asked for clarity in regard to the accident in Oxnard with the pilot hitting the fence before the runway. Supervisor Ramirez is aware of the National Transportation Safety Board investigation, but mentioned that one of the public speakers



mentioned that the plane went into a spiral and she hadn't heard that before. Director Freitas confirmed that from looking at the incident he did not see a spiral, it looked like a direct fly into the fence.

Councilmember Bert Perello asked whether the plane involved in the incident was going to be repaired where it's flyable again, is it a total loss, is it just a matter of some body work or is that off the table. Director Freitas clarified that the decision was out of the realm of the department and that the NTSB or FAA would require that it be held so they could do their investigation. He further mentioned that afterwards it would be between the owner and the insurance company to determine whether the plane is totaled or not and Director Freitas does not know the damage well enough to give an answer.

Chair Vianey Lopez asked that when the reports regarding the incident are made available perhaps a greater discussion could be had on how an incident like this is addressed and what happens. Director Freitas thought it was a great idea and important to know that these were certified pilots and that the most recent accident in Oxnard wasn't a plane flying to the airport, it was flying overhead and had an engine malfunction and then used the Oxnard Airport as an emergency landing, so very unique situations.

## **11. ADJOURNMENT**

There being no further business, the July 14, 2022 Camarillo Airport Authority and Oxnard Airport Authority meeting was adjourned at 9:27 p.m.

KEITH FREITAS, A.A.E., C.A.E.  
Administrative Secretary



# COUNTY of VENTURA

## Department of Airports

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

September 8, 2022

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

**Subject: Receive and File Regarding Planned Pavement Repairs in 2023 for the Camarillo Airport Runway 8-26 Centerline and Taxiway A**

**Recommendation:**

Receive and file this notice regarding the planned pavement repairs in 2023 for the Camarillo Airport Runway 8-26 Centerline and Taxiway A project.

**Discussion:**

Earlier this year, your Airport Authority/Commission and the County Board of Supervisors approved the Department of Airports (Airport) five-year Capital Improvement Plan (CIP), which identifies pavement reconstruction for Runway 8-26 and Taxiway A in 2025. However, the runway is showing signs of longitudinal fatigue cracking along the runway's centerline and some areas of Taxiway A display extensive fatigue and alligator cracking. Our engineers have determined that the pavement deterioration is likely associated with thermal expansion and contraction cycles, as well as reflective cracking associated with poor underlying base and subbase materials. Since Runway 8-26 and Taxiway A are not scheduled to be reconstructed until 2025, pavement repairs along the runway centerline and limited areas of Taxiway A are recommended to ensure satisfactory service until reconstruction. This work was included in the current FY 2022-2023 adopted budget.

The Airport has a contract in place with its airport engineering firm, Aviation, to design the project and have plans and specifications ready for bid in early 2023. Construction activities will require limited runway and Taxiway A closures over a two-week period to accomplish the work. However, the Airport plans to work with tenants to identify a schedule of work that will least impact operations, while allowing the project to be reasonably accomplished (quality and cost). This includes where possible, limiting runway work to overnight hours and reopening the runway for use each morning.



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

A handwritten signature in blue ink, appearing to read 'K. Freitas', with a stylized, cursive script.

KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports



# COUNTY of VENTURA

## Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

[www.ventura.org/airports](http://www.ventura.org/airports)

September 8, 2022

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

**Subject:** Approval of, and Authorization for the Director of Airports or Designee to Sign, the Third Amendment to Lease with Studio Wings, a California Corporation, for 65A Durley Avenue at the Camarillo Airport

**Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the Third Amendment to the lease with Studio Wings for 65A Durley Avenue at the Camarillo Airport (Exhibit 1).

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

**Discussion:**

The lease with Studio Wings, a California corporation, for 65A Durley Avenue at the Camarillo Airport was formerly a single lease with Kim and Bill Burr Family Trust which was recently split into two separate lease agreements and assigned respectively to Studio Wings for 65A Durley and to Brett and Tina Marie Lee for 65B Durley. The tenant wishes to modify the Use clause in the lease (Section 4) to change the use to repair, maintenance, and storage of aircraft only, versus the original use provision which included the requirement to provide a Part 135 Charter Service in addition to other services (Exhibit 1, paragraph 3).

There is no change to the overall rent and terms of the lease.

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4200.



KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachment:

Exhibit 1 – Third Amendment to Lease for 65A Durley Avenue with Studio Wings

**COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS  
THIRD AMENDMENT TO LEASE  
65A DURLEY**

THIS THIRD AMENDMENT ("Third Amendment") is made and entered into by and between COUNTY OF VENTURA ("County"), and STUDIO WINGS, a California corporation ("Tenant"), successor-in-interest to WILLIAM C.B. BURR AND KIM ALLISON BURR AS TRUSTEES OF THE KIM AND BILL BURR FAMILY TRUST DATED DECEMBER 17, 2004 effective as of the date of the last signature to this agreement (the "Effective Date").

**WITNESSETH:**

WHEREAS, County and Tenant's predecessor in interest entered into a lease dated June 1, 2013, and a First Amendment dated June 6, 2017, and County and Tenant entered into a Second Amendment dated March 21, 2022 for certain property at Camarillo Airport, commonly known as 65A Durley (the "Existing Lease"), and

WHEREAS, County and Tenant wish to amend the Existing Lease to modify the Purpose and Required Uses as outlined in Paragraph 4 of the Existing Lease, and

WHEREAS, the Existing Lease and this Third Amendment shall hereinafter be referred to as the "Lease,"

NOW, THEREFORE, in consideration of the mutual promises herein contained and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, County and Tenant agree as follows:

1. **AMENDMENT CONTROLLING; DEFINITIONS.** County and Tenant hereby acknowledge and reaffirm all of their respective rights, duties and obligations under the Lease including this Third Amendment. All terms of the Existing Lease remain in full force and effect except as expressly modified by this Third Amendment. Should anything in this Third Amendment conflict with anything in the Existing Lease, the terms of this Third Amendment shall control. Unless otherwise specifically set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Original Lease.
2. In the Existing Lease, **Paragraph 4. Purpose**, the sentence, "Tenant shall develop, operate and maintain a first-rate aircraft repair, storage, and Part 135 Charter Service," is deleted in its entirety and replaced with, "Tenant shall operate and maintain a storage hangar and may operate and maintain a first-rate aircraft repair, maintenance, and storage service."
3. In the Existing Lease, **Paragraph 4. Purpose. A. Required Services**, the first and second sentences are deleted in their

**COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS  
THIRD AMENDMENT TO LEASE  
65A DURLEY**

entirety and replaced with the following two sentences: "Tenant is hereby granted the nonexclusive privilege to engage in, and Tenant agrees it may engage in, the business of providing aircraft storage and repair and maintenance services as a limited Aeronautical Service Provider (ASP), as further defined in the Airport Minimum Standards. If Tenant elects to engage in the business of providing aircraft repair and maintenance services, then it shall meet the standards outlined for same in the Airport Minimum Standards.

4. **In the Existing Lease, Paragraph 4. Purpose. C. Operating Standards (for Tenants)**, section 2, the following is added to the beginning of the first sentence: "In the event Tenant elects to engage in the business of providing services as a limited Aeronautical Service Provider,"

5. **In the Existing Lease, Paragraph 4. Purpose. C. Operating Standards (for Tenants)**, section 3, the following is added to the beginning of the first sentence: "In the event Tenant elects to engage in the business of providing services as a limited Aeronautical Service Provider,"

6. **In the Existing Lease, Paragraph 4. Purpose. F. Operating Schedule**, the following is added to the beginning of the first sentence: "In the event Tenant elects to engage in the business of providing services as a limited Aeronautical Service Provider," and the word "Beginning" is changed to "beginning"

7. **ENTIRE AGREEMENT.** This Third Amendment, together with the Existing Lease, contains the entire Agreement between County and Tenant with respect to the matters stated herein and both parties acknowledge that neither relies upon any statements or representations by the other not contained herein.

8. **MODIFICATION.** This Third Amendment cannot be modified orally but only in writing signed by both parties hereto.

SIGNATURE PAGE FOLLOWS

**COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS  
THIRD AMENDMENT TO LEASE  
65A DURLEY**

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first above written.

**COUNTY OF VENTURA, DEPARTMENT OF AIRPORTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Keith Freitas, Director

**STUDIO WINGS, a California corporation**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steve Stafford, President



# COUNTY of VENTURA

## Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

[www.ventura.org/airports](http://www.ventura.org/airports)

September 8, 2022

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

**Subject:** Approval of, and Authorization for the Director of Airports or Designee to Sign, the Third Amendment to Lease with Brett & Tina Marie Lee for 65B Durley Avenue at the Camarillo Airport

**Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the Third Amendment to the lease with Brett & Tina Marie Lee for 65B Durley Avenue at the Camarillo Airport (Exhibit 1).

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

**Discussion:**

The lease with Brett and Tina Marie Lee for premises at 65B Durley Avenue at the Camarillo Airport was formerly one lease with Kim and Bill Burr Family Trust which was recently split into two separate lease agreements and assigned respectively to Studio Wings for 65A Durley and to Brett and Tina Marie Lee for 65B Durley. The tenant wishes to modify the Use clause in the lease (Section 4) to change the use to repair, maintenance, and storage of aircraft only, versus the original use provision which included the requirement to provide a Part 135 Charter Service in addition to other services (Exhibit 1, paragraph 3).

There is no change to the overall rent and terms of the lease.

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4200.

A handwritten signature in blue ink, appearing to read 'Keith Freitas', with a stylized, cursive script.

KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachment:

Exhibit 1 – Third Amendment to Lease for 65B Durley Avenue with Brett & Tina Marie Lee



**COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS  
THIRD AMENDMENT TO LEASE  
65B DURLEY**

THIS THIRD AMENDMENT ("Third Amendment") is made and entered into by and between COUNTY OF VENTURA ("County"), and BRETT & TINA MARIE LEE (individually, and as trustees of the BRETT AND TINA MARIE FAMILY TRUST, a California corporation) ("Tenant"), successor-in-interest to WILLIAM C.B. BURR AND KIM ALLISON BURR AS TRUSTEES OF THE KIM AND BILL BURR FAMILY TRUST DATED DECEMBER 17, 2004 effective as of the date of the last signature to this agreement (the "Effective Date").

**WITNESSETH:**

WHEREAS, County and Tenant's predecessor in interest entered into a lease dated June 1, 2013, and a First Amendment dated June 6, 2017, and County and Tenant entered into a Second Amendment dated March 21, 2022, for certain property at Camarillo Airport, commonly known as 65B Durley ("the Existing Lease"), and

WHEREAS, County and Tenant wish to amend the Existing Lease to modify the Purpose and Required Uses as outlined in Paragraph 4 of the Existing Lease, and

WHEREAS, the Existing Lease and this Third Amendment shall hereinafter be referred to as the "Lease,"

NOW, THEREFORE, in consideration of the mutual promises herein contained and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, County and Tenant agree as follows:

1. **AMENDMENT CONTROLLING; DEFINITIONS.** County and Tenant hereby acknowledge and reaffirm all of their respective rights, duties and obligations under the Lease including this Third Amendment. All terms of the Existing Lease remain in full force and effect except as expressly modified by this Third Amendment. Should anything in this Third Amendment conflict with anything in the Existing Lease, the terms of this Third Amendment shall control. Unless otherwise specifically set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Original Lease.
2. **In the Existing Lease, Paragraph 4. Purpose,** the sentence, "Tenant shall develop, operate and maintain a first-rate aircraft repair, storage, and Part 135 Charter Service," is deleted in its entirety and replaced with, "Tenant shall operate and maintain a first-rate aircraft repair and maintenance service, and may operate a storage service."

**COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS  
THIRD AMENDMENT TO LEASE  
65B DURLEY**

3. **In the Existing Lease, Paragraph 4. Purpose. A. Required Services**, the first sentence is deleted in its entirety and replaced with the following sentence: "Tenant is hereby granted the nonexclusive privilege to engage in, and Tenant agrees it may engage in, the business of providing aircraft storage and repair as a limited Aeronautical Service Provider (ASP), as further defined in the Airport Minimum Standards. Tenant is engaged in the business of providing aircraft repair services, and shall meet the standards outlined for same in the Airport Minimum Standards.
4. **ENTIRE AGREEMENT.** This Third Amendment, together with the Existing Lease, contains the entire Agreement between County and Tenant with respect to the matters stated herein and both parties acknowledge that neither relies upon any statements or representations by the other not contained herein.
5. **MODIFICATION.** This Third Amendment cannot be modified orally but only in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first above written.

**COUNTY OF VENTURA, DEPARTMENT OF AIRPORTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Keith Freitas, Director

**BRETT & TINA MARIE LEE, individually and as trustees for the BRETT AND TINA MARIE LEE FAMILY TRUST, a California corporation**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brett Lee                      Tina Marie Lee



# COUNTY of VENTURA

## Department of Airports

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

September 8, 2022

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

**Subject:** Approval of, and Authorization for the Director of Airports or Designee to Sign, the Lease Agreement with Sky 805, LLC for 265, 275 and 305 Durley Avenue at the Camarillo Airport

**Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the Lease Agreement with Sky 805, LLC at 265, 275 and 305 Durley Avenue at the Camarillo Airport (Exhibit 1).

**Fiscal/Mandates Impact:**

Mandatory: *No*

Source of funding: *Sky 805, LLC*

Funding match required: *None*

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

**Summary of Revenues and Costs**

|                                     | <b><u>FY 2022-23</u></b> | <b><u>FY 2023-24</u></b> |
|-------------------------------------|--------------------------|--------------------------|
| Revenue:                            | \$ (280,320)             | \$ (465,037)             |
| Costs:                              |                          |                          |
| Direct                              | 0                        | 0                        |
| Total Costs                         | \$ 0                     | \$ 0                     |
| Net Costs – Airport Enterprise Fund | \$ (280,320)             | \$ (465,037)             |

**Current Fiscal Year Budget Projection:**

| FY 2022-23 Budget Projection for Camarillo Administration – Division 5020<br>Unit 5021 |                   |                    |                     |                                |
|----------------------------------------------------------------------------------------|-------------------|--------------------|---------------------|--------------------------------|
|                                                                                        | Adopted<br>Budget | Adjusted<br>Budget | Projected<br>Budget | Estimated<br>Savings/(Deficit) |
| Appropriations                                                                         | \$ 3,475,025      | \$ 3,475,025       | \$ 3,475,025        | -0-                            |
| Revenue                                                                                | 5,272,231         | 5,272,231          | 5,272,231           | -0-                            |
| Net Cost/(Credit)                                                                      | \$(2,716,055)     | \$(2,716,055)      | \$(2,716,055)       | -0-                            |

*Revenue and appropriations are included in the FY 2022-23 Adopted Budget.*

**Discussion:**

Channel Islands Aviation lease at 275 and 305 Durley and Aviation Partners lease at 265 Durley were recently acquired in a stock purchase by a consortium of aviation professionals and developer RKR Development (same company that is developing the executive hangar complex at the northeast corner of the Camarillo Airport) called “Sky 805, LLC”. The hangar at 275 Durley is now approximately 75 years old and the hangar at 265 Durley is newer at approximately 20 years old, however does not meet height requirements for contemporary aircraft.

Sky 805, LLC desires to renovate the properties, expand the leasehold to include additional ramp and parking areas, construct new hangar facilities that meet current standards and aviation requirements, and better utilize the areas at an estimated investment of \$20 million, as proposed in the attached site plan (Exhibit 1).

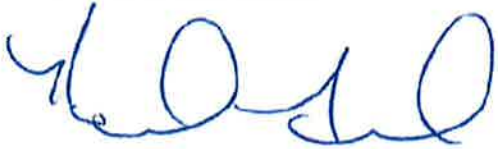
Sky 805, LLC proposes to terminate the existing leases which have expiration dates of May, 2046 (Channel Islands) and September 2024 (Aviation Partners) and sign a new 40 year lease with a ten year option, and to phase the renovation work over five years, while maintaining the business through the expansion and renovation process. The new leases encompass additional ramp area and parking areas which were not included in the Channel Islands and Aviation Partners leasehold (143,052 square feet versus 476,971 square feet), and Department of Airports desires these areas be revenue generating.

The services offered under the existing leases will remain the same in expanded premises (Full Service Aviation Service Provider).

Rent under the new lease is approximately \$465,037 per year and rent under the existing leases is \$280,320 per year.

The proposed lease agreement is attached as Exhibit 2.

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4200.

A handwritten signature in blue ink, appearing to read 'Keith Freitas', with a stylized, cursive script.

KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports  
Attachments:

Exhibit 1 – Proposed Site Plan  
Exhibit 2 – Proposed Lease Agreement with Sky 805, LLC





**CAMARILLO AIRPORT  
LEASE AGREEMENT  
BETWEEN  
COUNTY OF VENTURA  
AND  
SKY 805 LLC**

**EXHIBIT 2**

**LEASE AGREEMENT - CAMARILLO AIRPORT  
SKY 805, LLC**

**TABLE OF CONTENTS**

| <b>ARTICLES</b>                                      | <b>PAGE</b> |
|------------------------------------------------------|-------------|
| 1. PROPERTY LEASED.....                              | 1           |
| 2. TERM AND OPTION.....                              | 1           |
| 3. HOLDOVER.....                                     | 1           |
| 4. PURPOSE.....                                      | 1           |
| 5. USE OF AIRPORT FACILITIES.....                    | 3           |
| 6. RENT.....                                         | 3           |
| 7. FAILURE TO PAY WHEN DUE.....                      | 3           |
| 8. ALTERATIONS BY TENANT.....                        | 4           |
| 9. SIGNS AND ADVERTISING.....                        | 4           |
| 10. DELAY IN DELIVERY OF POSSESSION.....             | 5           |
| 11. EMPLOYEE INFORMATION.....                        | 5           |
| 12. SECURITY DEPOSIT.....                            | 5           |
| 13. SURETY BOND.....                                 | 6           |
| 14. INSURANCE.....                                   | 6           |
| 15. INSURANCE DURING COURSE OF CONSTRUCTION.....     | 8           |
| 16. TAXES AND ASSESSMENTS.....                       | 8           |
| 17. UTILITIES.....                                   | 8           |
| 18. JANITORIAL SERVICES.....                         | 9           |
| 19. TRASH AND RUBBISH SERVICES.....                  | 9           |
| 20. COOPERATION BETWEEN TENANTS.....                 | 9           |
| 21. REPAIRS AND MAINTENANCE BY COUNTY.....           | 9           |
| 22. REPAIRS AND MAINTENANCE BY TENANT.....           | 9           |
| 23. ENTRY BY COUNTY.....                             | 10          |
| 24. COMPLIANCE WITH LAW.....                         | 10          |
| 25. AIRPORT REGULATIONS.....                         | 10          |
| 26. FIRE REGULATIONS.....                            | 10          |
| 27. ENVIRONMENTAL PROTECTION.....                    | 10          |
| 28. CONTAMINATION AND POLLUTION.....                 | 11          |
| 29. STORMWATER REGULATIONS ACKNOWLEDGMENTS.....      | 11          |
| 30. ASSIGNMENT AND SUBLETTING.....                   | 11          |
| 31. DOCUMENT PROCESSING FEE.....                     | 12          |
| 32. DEFAULT OR BREACH.....                           | 12          |
| 33. WAIVER AND NON WAIVER.....                       | 12          |
| 34. PARTIES BOUND AND BENEFITED.....                 | 12          |
| 35. TIME.....                                        | 12          |
| 36. HOLD HARMLESS AND INDEMNIFICATION.....           | 12          |
| 37. DESTRUCTION OF PREMISES.....                     | 13          |
| 38. FAA SPECIAL PROVISIONS.....                      | 13          |
| 39. GOVERNMENT INCLUSIONS.....                       | 15          |
| 40. FEDERAL GOVERNMENT EMERGENCY CLAUSE.....         | 15          |
| 41. CONDEMNATION.....                                | 15          |
| 42. CONDITION OF PROPERTY UPON TERMINATION.....      | 15          |
| 43. REMOVAL OF TENANT'S PERSONAL PROPERTY.....       | 15          |
| 44. ENTIRE AGREEMENT.....                            | 15          |
| 45. AGREEMENT MODIFICATIONS.....                     | 16          |
| 46. PARTIAL INVALIDITY.....                          | 16          |
| 47. GENDER AND NUMBER.....                           | 16          |
| 48. ARTICLE HEADINGS.....                            | 16          |
| 49. GUARANTY.....                                    | 16          |
| 50. ENCUMBRANCE OF LEASEHOLD INTEREST BY TENANT..... | 16          |
| 51. NO SMOKING PROVISIONS.....                       | 18          |
| 52. NOTICES AND PAYMENTS.....                        | 18          |



**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

THIS LEASE (Agreement) is made and entered into by and between:  
COUNTY OF VENTURA (County) and  
SKY 805, LLC (Tenant).

---

The parties agree that:

**1. PROPERTY LEASED.** County hereby leases to Tenant and Tenant hereby leases from County the property (Premises), located on the Camarillo Airport (Airport), described as follows:

**Approximately 10.9 acres of land (476,961 square feet) including existing buildings and improvements located at 265, 275 and 305 Durley Avenue, Camarillo, California, labeled as the "Premises" on the drawing marked Exhibit "A," which is attached hereto and made a part hereof by reference.**

**In addition to, and separate from, the Premises, Tenant has the non-exclusive right to use that portion of the County's Fuel Farm (as described in Section 4.E) necessary to install, use, and maintain two fuel tanks as described in Section 4.E.**

Following construction, Airport will prepare a survey at Tenant's expense to confirm the premises area.

**2. TERM AND OPTION.**

A. Term. The term of this Agreement is forty (40) years (Initial Term), commencing upon the date this Agreement is executed by County (Commencement Date).

B. Option. Provided the Premises have been maintained in good order and repair, Tenant has complied with all conditions in section 22, including any repairs required by any inspection report, and Tenant is not otherwise in default under the terms of the Agreement, Tenant may, at its option, extend this Agreement for one additional ten- (10) year period (Extended Term), provided that Tenant complies with the provisions of section 22. The Extended Term shall commence on the day following the expiration of the Initial Term and shall expire ten (10) years after the expiration of the Initial Term. The option shall be exercised separately by Tenant giving County written notice at least, but no later than, twelve (12) months prior to the end of the Initial Term.

C. All rights, title, and interest in all improvements on the Premises shall automatically vest in County upon termination or cancellation of this Agreement or upon the expiration of the Initial Term of this Agreement, unless Tenant exercises its option to extend in accordance with section 2.B, in which event all rights, title, and interest in all improvements on the Premises shall automatically vest in County at the end of the Extended Term.

**3. HOLDOVER.** If Tenant holds possession of the Premises after the expiration of the term of this Agreement or any extension thereof, with consent of County, either expressed or implied, Tenant shall become a tenant from month to month. All rent(s) for said holdover tenancy shall be adjusted to reflect the rate, as set forth in the then-current Department of Airports' Rent and Fee Schedule (Rent and Fee Schedule) adopted by County's Board of Supervisors (Board), and shall include the then-appraised value of the then-County-owned improvements. All other terms and conditions of this Agreement shall remain unchanged.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

**4. PURPOSE.**

The Premises shall be used for the following specified purposes and shall not be used for any other purpose without first obtaining the written consent of the Director of Airports ("Director"). Tenant shall operate and maintain a first-rate Full Service Aeronautical Service Provider (ASP) as prescribed herein and as defined in the then-current version of County Airports' Minimum Standards, which is incorporated herein by this reference.

**A. Required Services.**

Tenant is hereby granted the nonexclusive privilege to engage in, and Tenant agrees to engage in the business of providing full and complete fixed base operation services at the Airport as follows:

1. Aircraft ramp service, including sale and into-Plane delivery of aviation fuels, lubricant and other related aviation products.
2. Repair and maintenance of aircraft.
3. Customary accommodations for the convenience of users, including pilot lounge area, information services and direct service connection to the Flight Service Station and The United States Weather Bureau.
4. Equipment and trained personnel to remove disabled aircraft with a gross landing weight of twelve thousand five hundred (12,500) pounds or less from those portions of the Airport provided and made available by County for aircraft and related operations, including aircraft runways, taxiways, ramps, aprons, and parking spaces, and areas directly associated therewith, which are not leased by Tenant or any other Tenant on the Airport ("Air Operations Area"). Tenant shall perform such removal services on request.
5. Sales of avionics engine parts, instruments and accessories.
6. Tenant shall provide adequate facilities to include restrooms and public/pilots lounge for its customers and customers of its subtenants.
7. Tenant acknowledges that no right or privilege has been granted which would operate to prevent any persons, firm, or corporation operating aircraft on the Airport from performing services on its own aircraft, with its own employees, including maintenance and repair services.

Fueling services are allowed only if Tenant's operations otherwise qualify as those of a Full Service Aeronautical Service Provider.

**B. Authorized Services.**

1. Ramp services including loading and unloading of passengers, baggage, mail, and freight; and providing of ramp equipment, aircraft cleaning, and other services for air carriers and other persons or firms.
2. Special flight services, including aerial sightseeing and aerial photograph.
3. The sale of new and used aircraft, aircraft parts, navigation equipment, and new and used radio and electronic equipment.
4. The demonstration of aircraft for sales and rental.
5. Flight training, including ground school.
6. Aircraft rental.
7. Aircraft charter operations conducted by Tenant or a subcontractor of Tenant.

Tenant may provide any other general aviation services not specifically provided for herein which are approved in advance, in writing, by County. County's approval of such services shall not be unreasonably withheld.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

Tenant may provide required services through subtenants, which must physically operate from the Premises, under sublease agreements as provided by section 30 of this Agreement.

C. Operating Standards (for Tenant). In providing any of the required and/or authorized services or activities specified in this Agreement, Tenant shall operate for the use and benefit of the public and shall meet or exceed the following standards.

1. Tenant shall comply with the minimum operating standards or requirements promulgated by County, applicable to each of Tenant's activities on the Airport.

2. Tenant shall select and appoint a full-time manager of operations at the Airport. The manager shall be qualified and experienced, and vested with full power and authority to act in the name of Tenant with respect to the method, manner, and conduct of the operation of the fixed base services provided under this Agreement. The manager shall be available at the Airport during regular business hours, and during the manager's absence, a duly authorized subordinate shall be in charge and available at the Airport.

3. Tenant shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized by this Agreement.

4. Tenant shall control the conduct, demeanor, and appearance of its employees, who shall be trained by Tenant and who shall possess such technical qualifications and hold such certificates or qualifications as may be required by any government authority in carrying out assigned duties. It shall be the responsibility of Tenant to maintain close supervision over its employees to assure a high standard of service to customers and sublessees of Tenant.

5. Tenant shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Premises or property at any time situated therein and thereon. Tenant may, at its sole expense and cost, contest any tax, fee, or assessment.

6. Tenant shall 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, and Tenant shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits.

7. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, Tenant shall have the right to choose, in its sole discretion, its vendors and suppliers.

8. Tenant shall at all times maintain, and provide the Director with, a current listing of all aircraft based or stored on the Premises, whether by Tenant or by any other person or entity. For purposes of this section, an aircraft is "based" on the Premises if it is operational and airworthy and operates from the Premises for six months in any calendar year.

9. Tenant shall further notify all customers, where Tenant has custody of customer's aircraft, of the requirement to register said aircraft with the Director and to show evidence of the required insurance.

10. Tenant shall properly collect, store and dispose of used motor oil generated on the Premises, in accordance with applicable laws and regulations.

D. Operating Schedule. Beginning on the date any facilities on the Premises are first offered for use by the general public, and in accordance with the then-current version of the County's Minimum Standards, all of the uses and services specified herein shall be provided on the Premises not less than ten hours per day and seven days per week. A change in the operating schedule may not be made prior to receipt of written approval from the Director.

E. Fuel Farm. Tenant shall store and dispense aviation fuels only from its own fuel truck(s) and/or from fuel tanks located in the Airport's "Fuel Farm," which Tenant has the right to use,

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

but which are not part of the Premises. Fuel truck(s) and/or fuel tanks must conform to all fueling and fire safety standards as contained in the Uniform Fire Code, National Fire Protection Association standards and Federal Aviation Administration Advisory Circular 150 series as may be amended. County shall, on a quarterly basis, conduct a fire safety inspection of fuel truck(s) and/or fuel tanks(s). Failure to maintain fuel truck(s) and/or fuel tank(s) to fire safety standards is a breach of this Agreement.

E. Use. No other uses are permitted except with prior written consent of the Director. Authorization for other uses shall be null and void if not exercised within six (6) months after such authorization. Prohibited uses include but are not limited to rental of aircraft storage space in hangar or tie-downs, without the express approval of the Director.

**5. USE OF AIRPORT FACILITIES.** Tenant shall have the nonexclusive right to the use of the runways and taxiways of the Airport, the public waiting rooms, rest rooms, and other public places in the Airport, the roadways and landing aids, and other public facilities provided by County.

**6. RENT.** The monthly rent shall be as follows:

The monthly rent shall be payable, in advance, on the first day of each month, commencing on the first day of the first month after the date of the commencement of this Agreement pursuant to section 2.A. The monthly rent for the Premises shall be based on the Aviation Land Rate for County's Department of Airports ("Department"), as determined by the latest approved Rent and Fee Schedule. If this Agreement commences on a day other than the first of the month, then the first month's rent will be the pro rata share of the monthly rent and will be payable immediately.

Rents for the Initial Term and the Extended Term are determined by the then-current Rent and Fee Schedule. County may set rents and fees in the Rent and Fee Schedule, including those applicable to this Agreement, as described in this section and sections 7, 29 and 30, at whatever amounts it deems appropriate, on an annual or more frequent basis, in its absolute and sole discretion, by amending its Rent and Fee Schedule by a majority vote of the Board. Notwithstanding the foregoing, rent under this Agreement shall be adjusted every five years, on the anniversary date of the commencement of this Agreement pursuant to section 2.A, to that amount shown by the then-current Rent and Fee Schedule.

Tenant shall pay County as additional rent a fuel flowage fee each calendar quarter ending March 31, June 30, September 30, December 31, during the term of this Lease. Current charges are: 1. Fuel Flowage Fee of \$.06 per gallon, Fuel Storage fee of \$.046 per gallon and Fuel Facility Fee (for Fuel Farm) of \$.02 per gallon of aviation fuel delivered to Tenant at the Airport. 2. Oil Flowage Fee of \$.15 per gallon for each gallon of oil delivered to Tenant at the Airport.

Fuel Flowage and Storage Fees shall be payable for the calendar quarter during which the petroleum products were delivered to Tenant at the Airport. In computing fuel flowage rent, there shall be no offset, carry over or carry back from prior months. In the event this agreement is terminated, the final accounting period shall consist of that period of time between the last quarter and the termination date of this Agreement.

Tenant shall maintain books, records and accounts in such form and detail as the County Auditor may require, and shall make said records and accounts available to County Auditor



**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

upon demand, which shall adequately and correctly reflect and account for all petroleum products delivered to Tenant at the Airport.

The acceptance by County and any statement made by Tenant herein provided shall not preclude County from thereafter questioning the accuracy or completeness thereof. If any such statement shall be found to be inaccurate or incomplete, adjustment shall be made forthwith in accordance with the true deliveries for the period and any additional rent that may be due shall be forthwith paid.

It is understood and agreed that fuel flowage and storage fees are determined by the Rent and Fee Schedule established for all leases at the Airport. The Rent and Fee Schedule is subject to change by the Board during the term of this Agreement, or any renewal or extension thereof. Tenant shall pay at the changed rent as established by the action of the Board.

**7. FAILURE TO PAY WHEN DUE.** If money payable to County as a condition of this Agreement is not paid prior to ten (10) days after the due date, a fee of ten percent (10%) of the amount due and unpaid, except that such fee shall not be less than twenty-five dollars (\$25.00), will be added to the amount due and such total sum shall be due and payable to County as of the original delinquency date. A further fee in the same amount will be added for each thirty- (30) day period following addition of the fee, until paid. If the Board amends this requirement in the Rent and Fee Schedule, the fee provided by this section will be adjusted to the new amount when the rent is next adjusted on the adjustment schedule provided in section 6.

**8. ALTERATIONS BY TENANT/DEVELOPMENT TIMELINE.** Within the first five (5) years after the date of the commencement of this Agreement pursuant to section 2.A, Tenant shall replace the existing aviation infrastructure existing at the Premises as of the Commencement Date, and construct and complete (including energy efficient components) (a) a commercial hangar facility consisting of two (2) hangars of approximately 32,000 square feet each with a total of approximately 12,250 square feet of office area within the hangars, (b) a single story FBO building of approximately 12,000 square feet containing offices and facilities for storage, repair and maintenance, flight school operations and related services, (c) parking areas and all required apron areas to service the facilities, (d) landscaping, (e) exterior parking lot lighting (f) replace two fuel storage tanks in the off-airport fuel storage facility owned by County, for a total investment of no less than \$20,000,000, provided, however, that approval of all such improvements, alterations, and additions (sometimes referred to in this Agreement as the hangar project) must be obtained in advance in writing from the Director. All improvements, alterations, and additions shall conform to the then-current Airport Design Criteria for Construction and Specifications for Construction and Maintenance by Tenant, as may be amended from time to time. Tenant shall obtain all necessary applicable permits after securing the Director's written approval of plans. Such approval shall not be unreasonably withheld.

Tenant shall initiate project design upon approval of the lease by the Board of Supervisors, with Construction Commencement on at least \$1,025,000 of project capital improvements within 24 months of the Commencement Date. "Construction Commencement" shall mean construction to substantially modify the buildings and site improvements that exist on the Premises as of the Commencement Date for the purpose of developing the improvements required by this Agreement. Tenant's failure to meet the above 24-month Construction Commencement deadline will constitute a default unless Tenant instead pays to County \$1,025,000 (less any interim capital expenses applied to Tenant's construction obligations and approved in writing by County in advance).

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

Tenant shall coordinate with County to file Form 7460-1, Notice of Proposed Construction or Alteration, with the Federal Aviation Administration (FAA) for its review prior to the commencement of any construction. This shall be completed at the sole cost and expense of Tenant.

Until Construction Commencement, Tenant must continue to operate as a Full Service ASP in the existing facilities of Channel Islands Aviation and Aviation Partners, which are attached to this Agreement and incorporated here as Exhibit [C].

Tenant shall conduct a hazardous materials inspection of the Premises, including any improvements existing as of the Commencement Date, before beginning any construction or demolition of any of those existing improvements. Tenant is responsible for the cost of remediation of any hazardous materials found or created in the demolition of the existing facilities.

Tenant shall conduct a Phase 1 Environmental Review of existing underground facilities and soils at the expense of Tenant. If required, Tenant will conduct a Phase 2 Environmental Review of existing underground facilities at the expense of Tenant. Tenant shall be solely responsible for any remediation of contamination or hazardous materials in the area which comprised the premises under the lease agreements for Channel Islands Aviation dated June 2016 and Aviation Partners dated October 1999. Should further remediation be required due to unknown or known hazards in any of the Premises located outside of any area which comprised the premises under the lease agreements for Channel Islands Aviation or Aviation Partners, Tenant costs will be limited to \$25,000. In the event remediation costs exceed \$25,000, Tenant will immediately notify County and both County and Tenant agree to use best efforts to resolve the remediation and limit cost to Tenant.

Any delay or stoppage in work beyond a 30 day period due to unknown hazards will immediately extend the development timeline by an equal amount of time, and Tenant shall advise County in writing of such delay.

**9. SIGNS AND ADVERTISING.** Tenant shall not erect or display, or permit to be erected or displayed, on the Airport or to the exterior of the buildings on the Premises, any signs or advertising matter of any kind without first obtaining the written consent of the Director. Tenant shall obtain all necessary applicable permits after securing the Director's written approval.

**10. DELAY IN DELIVERY OF POSSESSION.** If County, for any reason except as caused by the fault of Tenant, cannot deliver possession of the Premises on the date of commencement of the term of this Agreement, rent for the period between said date and the date that County can deliver possession shall be prorated and deducted from the rent due under this Agreement. The term of the Agreement shall not be extended by such delay. If possession is not delivered within 45 days after the commencement of the term of this Agreement, Tenant may terminate this Agreement by so advising County in writing.

**11. EMPLOYEE INFORMATION.** Tenant shall provide and keep current in the Director's office a list of key employees and their telephone numbers for emergency purposes.

**12. SECURITY DEPOSIT.** Tenant shall provide County with and at all times thereafter maintain an irrevocable security deposit in the amount of three times the initial monthly rent. Such amount shall be adjusted periodically and concurrently with any adjustments to rent. The security deposit shall take one of the forms set out below and shall guarantee Tenant's full and faithful

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

performance of all the terms, covenants, and conditions of this Agreement.

A. An irrevocable Letter of Credit from a financial institution in Ventura County wherein the principal sum is made payable to County on order. County must approve both the financial institution and the form of the certificate.

B. The assignment to County of a savings deposit held in a financial institution in Ventura County acceptable to County. Such assignment shall consist of delivery to County of the original passbook for such savings deposit and execution and delivery of a written assignment of said deposit to County on a form approved by County.

C. A renewable Time Certificate of Deposit from a financial institution in Ventura County wherein the principal sum is made payable to County on order. County must approve both the financial institution and the form of the certificate.

D. Cash on Deposit with County.

Regardless of the form in which Tenant elects to make the security deposit, all or any portion of the principal sum shall be available unconditionally to County for correcting any default or breach of this Agreement by Tenant, its successors or assigns or for payment of expenses incurred by County as a result of the failure of Tenant, its successors or assigns, to faithfully perform all the terms, covenants, and conditions of this Agreement.

Should Tenant elect to assign a savings deposit to County, or provide a Time Certificate of Deposit, to fulfill the security deposit requirements of this Agreement, the assignment or certificate shall have the effect of releasing the depository or issuer therein from liability on account of the payment of any or all of the principal sum to County on order upon demand by County. The agreement entered into by Tenant with a financial institution to establish the deposit necessary to permit assignment or issuance of a certificate as provided above may allow the payment to Tenant on order of interest accruing on account of the deposit. If, at any time during the term of this Agreement, any rent or other sum payable to County shall be overdue and unpaid, County may, at County's option and with, but not contingent on, written notice to Tenant, apply any portion of this security deposit to the payment of any overdue rent or other sums due and payable to County under this Agreement.

Should the entire security deposit, or any portion thereof, be appropriated and applied by County for the payment of overdue rent or such other sum due and payable to County by Tenant, then Tenant shall, within thirty (30) days after written demand by County, restore the security deposit to the required amount. Tenant shall maintain the required security deposit throughout the term of this Agreement. Failure to do so shall be deemed default and shall be grounds for immediate termination of this Agreement. The security deposit shall be rebated, reassigned, released or endorsed to Tenant or order, as applicable, at the end of the term of this Agreement provided Tenant is not then in default and has performed its obligation required to be performed upon termination.

**13. SURETY BOND.** No construction shall be commenced nor be deemed to have commenced at the Premises until Tenant has provided County a Surety Bond in the amount of the total estimated construction costs of the improvements specified in section 8 above.

The Surety Bond shall be in a form acceptable to County and shall state the following:

1. That it is conditioned to secure the completion of the improvements, free from all liens and claims of contractors, subcontractors, mechanics, laborers, and material suppliers.
2. That the construction work shall be fully and faithfully performed by Tenant, the general contractor, or, on their default, the surety.



**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

- 1 3. That in default of such completion and payment, such part of the amount of the bond as  
2 shall be required to complete the work shall be paid to County as liquidated and agreed  
3 damages for the nonperformance of Tenant's obligations, it being agreed that the amount  
4 of County's damages is extremely difficult to ascertain and determine.  
5 4. That the surety will defend and indemnify County against all loss, costs, damage, expense,  
6 claims, and liabilities arising out of or connected with the construction.  
7

8 In lieu of a Surety Bond, Tenant may provide construction surety bonds supplied by Tenant's  
9 general contractor or general contractors, provided such bonds contain the same conditions,  
10 are issued jointly to Tenant and County, and are in an amount equal to the total estimated  
11 construction cost of the improvements.  
12

13 All Surety Bonds must be issued by a responsible surety company qualified to do business in  
14 the State of California, acceptable to County, and shall remain in effect until the entire cost of  
15 the work shall have been paid in full and the improvements shall have been insured as provided  
16 in this Agreement. Surety Bonds shall be accompanied by all the documents enumerated in  
17 Code of Civil Procedure section 995.660, subdivision (a), unless the surety company is listed  
18 in the latest version of U.S. Department of Treasury Circular 570 and the surety company's  
19 bonding limitation shown in said circular is sufficient to provide bonds in the amount of the bond  
20 required under this Agreement.  
21

22 In lieu of the above Surety Bonds, County, at its sole and absolute discretion, may accept from  
23 Tenant some other instrument satisfactory to County or cash deposit which shall guarantee to  
24 County completion of the improvements.  
25

26 **14. INSURANCE.**

- 27 A. Tenant, at its sole cost and expense, will obtain and maintain in full force during the term of  
28 this Agreement either upon completion of construction of the Premises or upon the  
29 expiration of the insurance required in section 15 below (whichever occurs first), the  
30 minimum insurance requirements as prescribed below:  
31

32 1. Commercial General Liability "occurrence" coverage in the minimum amount of  
33 \$2,000,000 combined single limit (CSL) bodily injury & property damage each  
34 occurrence and \$4,000,000 aggregate, including personal injury, broad form property  
35 damage, products/completed operations, broad form blanket contractual and \$100,000  
36 fire legal liability.  
37

38 2. Aircraft and Airport Operations including passengers, products and completed  
39 operations: Combined single limit for bodily injury and property damage of \$2,000,000  
40 each occurrence (waived until hangars are constructed).  
41

42 3. Hangar Keepers Liability: The replacement value of all aircraft actually located in the  
43 buildings, with a minimum of \$100,000 per aircraft (waived until hangars are  
44 constructed).  
45

46 4. Commercial Automobile Liability coverage in the minimum amount of \$300,000 CSL  
47 bodily injury & property damage, including owned, non-owned and hired automobiles.  
48

49 5. Workers' Compensation coverage, in full compliance with California statutory  
50 requirements, for all employees of Tenant and Employer's Liability in the minimum  
51 amount of \$1,000,000.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

6. Property coverage, for not less than 80% of the full replacement value of each structure for all risks of direct physical loss or damage.

- B. The insurance coverages shall contain within the policy a “broad form” of liability coverage, including any liability arising from contractual agreements, including leases, or there shall be attached thereto an endorsement providing such coverage. The Board may amend this requirement.
- C. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess to Tenant’s insurance coverage and will not contribute to it.
- D. County and its boards, agencies, departments (including the Department), officers, employees, agents and volunteers are to be named as Additional Insureds as respects the Premises leased by Tenant under the terms of this Agreement on all policies required (except Workers’ Compensation).
- F. Tenant agrees to waive all rights of subrogation against County and its boards, agencies, departments (including the Department), officers, employees, agents and volunteers for losses arising directly or indirectly from the activities performed by Tenant.
- G. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days’ written notice has been given to the Department.
- H. County must be informed immediately if a claim exceeds the general aggregate of insurance and additional coverage must be purchased to meet the above requirements.
- I. Tenant agrees to provide County with the following insurance documents on or before the effective date of this Agreement:
1. Certificates of Insurance for all required coverages.
  2. Additional Insured endorsements.
  3. Waiver of subrogation endorsements (A.K.A. Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents may be grounds for termination or suspension of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Tenant for liability in excess of such coverage, nor shall it preclude County from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

**15. INSURANCE DURING COURSE OF CONSTRUCTION.**

Tenant, at its sole cost and expense, will obtain and maintain in full force during the time period from the commencement of this Agreement to the date County certifies in writing that construction of the improvements required by this Agreement is complete, the following insurance:

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

- 1 A. Commercial General Liability “occurrence” coverage in the minimum amount of  
2 \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence  
3 and \$4,000,000 aggregate, including personal injury, broad form property damage,  
4 products/completed operations, broad form blanket contractual and \$100,000 fire legal  
5 liability.
- 6 B. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL  
7 bodily injury & property damage, including owned, non-owned and hired automobiles.
- 8 C. Professional Liability (Errors and Omissions) Engineers & Architects coverage in the  
9 minimum amount of \$ \$2,000,000 each occurrence and \$4,000,000 aggregate.
- 10 D. Property Coverage. Course of Construction (Builders Risk) Insurance covering all  
11 materials and equipment at the job site, with limits of not less than one hundred percent  
12 (100%) of the total estimated cost of construction until the hangar project is accepted as  
13 completed by the Department. Should the work being constructed be damaged by fire or  
14 any other causes during construction, it shall be replaced by Tenant in accordance with the  
15 requirements of the plans and specifications without additional expense to County.
- 16 E. All insurance required shall be issued by a company or companies authorized to transact  
17 business in the State of California which have an A.M. Best rating of B+ or higher.
- 18 F. Claims Made Insurance. If the Professional Liability coverage is “claims made,” Tenant  
19 must, for a period of twenty four (24) months after the construction completion date,  
20 maintain insurance with a retroactive date that is on or before the construction start date  
21 OR purchase an extended reporting endorsement (tail coverage).

22  
23 **16. TAXES AND ASSESSMENTS.** A taxable possessory interest may be created by this  
24 Agreement and Tenant may be subject to the payment of property taxes levied on such interest.  
25 Tenant shall pay, before delinquent, any and all taxes and assessments levied upon the  
26 Premises or against Tenant by reason of Tenant's use and occupancy of the Premises.

27  
28 **17. UTILITIES.**

29  
30 Tenant shall be responsible for permits, fees, connection, construction and maintenance of  
31 service laterals for water and sewer services needed for the hangar project.

32  
33 Tenant expressly waives any and all claims against County for compensation for any and all  
34 loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply  
35 system, drainage or sewer system, gas supply system, computer equipment, telephone system,  
36 electrical supply system or electrical apparatus or wires serving the Premises. Tenant shall pay  
37 all service charges for gas, water, and electricity serving the Premises. If commercially available  
38 from an electrical service provider, only electricity generated from facilities qualifying under  
39 California's Renewable Portfolio Standard regulations may be used for electrical load on the  
40 Premises. Tenant shall pay connection fees and charges for all utilities, and service charges for  
41 electronic, computer or telephone equipment installed, used, or operated by Tenant on the  
42 Premises.

43  
44 **18. JANITORIAL SERVICES.** Tenant shall provide all janitorial services and supplies at  
45 Tenant's sole expense. Tenant shall also maintain the Premises at all times in a neat, clean,  
46 orderly, and safe condition.

47  
48 **19. TRASH AND RUBBISH SERVICES.** Tenant shall provide, at Tenant's sole expense, proper  
49 containers for and the regular collection of all trash and rubbish materials generated from or  
50 accumulating on the Premises.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

1 **20. COOPERATION BETWEEN TENANTS.** Tenant shall cooperate with all other tenants of  
2 County who will be operating enterprises on the Airport and shall conduct its operations so as  
3 to avoid interference with the operations of other tenants. Any difference or conflict that may  
4 arise between Tenant and other tenants will be adjusted and determined by the Director. If the  
5 operations of Tenant are impaired because of any acts or omissions of such other tenants,  
6 Tenant shall have no claim against County on that account.  
7

8 **21. REPAIRS AND MAINTENANCE BY COUNTY.** No repairs of any nature will be performed  
9 by County.  
10

11 **22. REPAIRS AND MAINTENANCE BY TENANT.** Tenant accepts the Premises in the present  
12 condition. Following the completion of the hangar project as described in section 8, during the  
13 term of the Agreement Tenant shall keep the Premises in good condition and repair and shall  
14 make any repair and modification necessary to comply with all applicable building codes and  
15 regulations, and shall make all repairs and replacements, capital in nature or otherwise,  
16 necessary to maintain the Premises in good condition and repair. Tenant shall also maintain  
17 any lawns, landscaping, signage, walkways, and parking areas, taxiways and surfaces within  
18 the Premises to the satisfaction of the Director.  
19

20 Prior to the commencement of lease year 11, Tenant shall arrange for an inspection of the  
21 facilities by a qualified, independent third party inspector for the purpose of assessing any capital  
22 improvements and maintenance needs reasonably projected to be required to allow for  
23 continued use of the facility through the next 10 years, normal wear and tear excepted.  
24 Designation of the inspector is subject to the approval of County, which approval shall not be  
25 unreasonably conditioned, withheld or delayed. This inspection project shall also be conducted  
26 prior to commencement of lease year 21, 31 and lease year 41 if Tenant has exercised its option  
27 for an Extended Term. County and Tenant shall meet and confer in good faith during the  
28 inspection and report process. Tenant shall timely perform all work reasonably required by the  
29 inspection report(s).  
30

31 During the Extended Term, Tenant agrees, at Tenant's sole cost and expense, to keep the  
32 Premises in good condition and repair, reasonable wear and tear excepted.  
33

34 **23. ENTRY BY COUNTY.** County may enter upon the Premises at all reasonable times to  
35 examine the condition thereof. During short-term Airport-wide aviation events, including, but not  
36 limited to, air shows and fly-ins, Tenant agrees to allow reasonable use, by County or its invitees,  
37 of the ramp area of the Premises, without compensation.  
38

39 **24. COMPLIANCE WITH LAW.** Tenant shall not use or permit the use of the Premises for any  
40 illegal or immoral purposes and shall comply with all federal, state, and local laws and  
41 ordinances concerning the Premises and use thereof.  
42

43 **25. AIRPORT REGULATIONS.** Tenant agrees to observe, obey, and abide by all applicable  
44 laws, ordinances, field rules, and other regulations for the common and joint use of Airport  
45 facilities and for the maintenance and conduct of all its operations which are now or may  
46 hereafter be imposed or promulgated by County, the FAA, or any other governmental agency  
47 having jurisdiction over the subject matter.  
48

49 **26. FIRE REGULATIONS.** Tenant shall at all times comply with all applicable laws, ordinances,  
50 and regulations pertaining to fire prevention, and shall furnish and keep adequate fire  
51 extinguishers in sufficient numbers and in convenient and accessible places on the Premises.



**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

The fire extinguishers shall be charged and ready for immediate use as required by fire regulations and applicable laws or ordinances. If Tenant receives an inspection notice or a deficiency notice following an inspection by a fire agency with jurisdiction over the Premises, Tenant agrees to make any and all corrections in the manner required by the fire agency within thirty (30) days after receipt of such notice.

**27. ENVIRONMENTAL PROTECTION.** Tenant shall take all measures available to:

A. Avoid any pollution of the atmosphere or littering of Airport caused by or originating in, on, or about the Premises.

B. Keep the noise level on the Premises to a minimum so that other tenants may effectively utilize other areas of the Airport and so that persons in the general neighborhood will not be detrimentally affected.

C. Keep the lights on the Premises from emitting light that could negatively affect the operation of aircraft or ground vehicles in the area.

D. If Tenant's activities on the Premises involve in any manner the use, storage, or transportation of any chemicals, solvents, or other material which may be considered to be hazardous in their use, application, and/or transportation, Tenant shall advise County in writing immediately. Tenant agrees additionally to have the Ventura County Environmental Health Division inspect any property subject to such use on a not less than semiannual basis.

E. Tenant agrees to remove any and all contaminants, as set forth in the preceding subsection, from the Premises prior to the termination or expiration of the Agreement. In the event that Tenant fails to so clear the area including specifically any underground storage tanks that are in a hazardous condition or have been ascertained to be leaking by the Environmental Health Division, Tenant assumes liability therefor and agrees to allow County to use any and all security deposits to pay for such cleanup and/or removal.

**28. CONTAMINATION AND POLLUTION.** Tenant, solely at its own cost and expense, will provide cleanup of any premises, property or natural resources contaminated or polluted due to Tenant activities or related to Tenant's use or occupation of the Premises. Any fines, penalties, or punitive or exemplary damages assigned due to contaminating or polluting activities of Tenant will be borne entirely by Tenant.

County shall take, or shall cause any person legally obligated to take, any and all action which any governmental agency lawfully requires to be taken (Necessary Action) to investigate, clean up, remediate or remove any Existing Contamination (as defined below) in the soil, subsoil, or groundwater located in, on or under the Premises and County shall be solely responsible for and shall defend, indemnify and hold harmless Tenant from and against any and all demands, claims, actions, causes of action, proceedings, judgments, awards, damages, fines, penalties, liabilities, obligations, losses, costs and expenses arising out of, resulting from or caused by Existing Contamination of the Premises, including the migration of Existing Contamination of the Premises to other real property not caused by Tenant, or Existing Contamination of adjoining property that migrates on to the Premises. The indemnification of Tenant under this section shall survive the termination of this Agreement. The term Existing Contamination means the presence of hazardous substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local authority or, even if not so regulated, poses a hazard to the health and safety of any person or to the environment, which predates August 1, 1999 and is not caused by Tenant or related

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

to Tenant's activities.

**29. STORMWATER REGULATIONS ACKNOWLEDGMENTS.** Notwithstanding any other provisions or terms of this Agreement. Tenant acknowledges County is subject to federal stormwater regulations, 40 CFR Part 122, for aircraft maintenance shops (including aircraft rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations that occur at the Airport as defined in these regulations and, as applicable, state stormwater regulations. Tenant further acknowledges that it is familiar with these stormwater regulations; that it conducts or operates vehicle and aircraft maintenance and equipment cleaning operations activities as defined in the stormwater regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. County and Tenant both acknowledge that close cooperation is necessary to minimize costs. Tenant acknowledges and agrees that it will undertake all reasonably necessary actions to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used by Tenant, by adhering to County requirements and Best Management Practices. Best Management Practices means practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces as described in the Camarillo Airport's Stormwater Pollution Prevention Plan. The Airport will conduct annual Best Management Practices inspections to assure Tenant's compliance.

**30. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of the Director, and such consent shall not be unreasonably withheld or delayed. Any assignment of all or substantially all of Tenant's rights and obligations under this Agreement will also be subject County's review and approval, at its sole discretion, of the proposed assignee's financial and operational qualifications. Any assignment or subletting without the written consent of the Director shall be void, and shall, at the option of County, terminate this Agreement.

Each assignment of this Agreement, or any interest therein, shall be subject to the Transfer Fee for Long Term Lease (Term exceeding 1 year) as identified in the then-current Rent and Fee Schedule.

**31. DOCUMENT PROCESSING FEE.** A Document Processing Fee shall be paid by Tenant in accordance with the Rent and Fee Schedule. This Document Processing Fee shall be deemed earned by County when paid and shall not be refundable. Said fee is construed as reimbursement of administrative costs incurred pursuant to the transaction. County-initiated documents are exempt from processing fee charges.

**32. DEFAULT OR BREACH.** Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If the default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

1 **33. WAIVER AND NON WAIVER.** The failure of either party to (a) give any notice of default or  
2 breach of the Agreement, or (b) terminate the Agreement because of a default or breach thereof,  
3 or (c) exercise any other right conferred on it pursuant to this Agreement shall not be a waiver  
4 of any right or rights conferred by the Agreement nor shall County be estopped to assert such  
5 right or rights at any reasonable time after County has knowledge of a breach or default.  
6

7 No waiver of any default or breach shall constitute a waiver of any other default or breach,  
8 whether of the same or any other term, covenant or condition. No waiver, benefit, privilege, or  
9 service voluntarily given or performed by County or Tenant shall give the other any contractual  
10 right by custom, estoppel, or otherwise. The subsequent acceptance of rent shall not constitute  
11 a waiver of any preceding default by Tenant other than a default in the payment of the particular  
12 rental payment so accepted, regardless of County's knowledge of the preceding breach at the  
13 time of accepting the rent, nor shall acceptance of rent or any other payment after termination  
14 of this Agreement constitute a reinstatement, extension, or renewal of this Agreement or  
15 revocation of any notice or other act by County.  
16

17 **34. PARTIES BOUND AND BENEFITED.** The terms and conditions herein contained shall  
18 apply to and bind the heirs, successors, executors, administrators, and assigns of all of the  
19 parties hereto.  
20

21 **35. TIME.** Time is of the essence of this Agreement.  
22

23 **36. HOLD HARMLESS AND INDEMNIFICATION.** Tenant agrees to defend (at County's  
24 request), indemnify and save harmless County and its boards, agencies, departments (including  
25 the Department), officers, employees, agents and volunteers, from and against any and all  
26 claims, lawsuits, whether against Tenant, County or others, judgments, debts, demands and  
27 liability, including, without limitation, those arising from injuries or death of persons and/or for  
28 damages to property, arising directly or indirectly out of Tenant's use or occupancy of the  
29 Premises or out of operations conducted or subsidized in whole or in part by Tenant.  
30

31 **37. DESTRUCTION OF PREMISES.** If the Premises should be destroyed by any cause, except  
32 as caused by the fault of Tenant, or declared unsafe or unfit for occupancy by any authorized  
33 public authority for any reason, except as caused by the fault of Tenant, either wholly or in such  
34 a degree as to substantially impair Tenant's use of the Premises, then all rent due under the  
35 terms of this Agreement shall cease as of the date of such destruction or declaration. In such  
36 event, this Agreement shall thereby be terminated.  
37

38 **38. FAA SPECIAL PROVISIONS.**

39 A. Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as  
40 a part of the consideration hereof, does hereby covenant and agree as a covenant running with  
41 the land that in the event facilities are constructed, maintained, or otherwise operated on the  
42 property described in this Agreement for a purpose for which a Department of Transportation  
43 (DOT) program or activity is extended or for another purpose involving the provision of similar  
44 services or benefits, Tenant shall maintain and operate such facilities and services in  
45 compliance with all other requirements imposed pursuant to Title 49, Code of Federal  
46 Regulations, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21,  
47 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation –  
48 Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), and as said regulations  
49 may be amended.  
50

51 B. Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as



**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities; (2) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon; and (3) Tenant shall use the Premises in compliance with all other applicable requirements imposed by or pursuant to 49 CFR Part 21, and as said regulations may be amended.

C. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement and to reenter and repossess the land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Non-compliance with subsection D above shall constitute a material breach thereof and, in the event of such non-compliance, County shall have the right to terminate this Agreement and the estate hereby created without liability therefor or, at the election of County or the United States of America, either or both of said governments shall have the right to judicially enforce subsection D.

F. Tenant agrees that it shall insert the above five subsections in any lease, contract or similar agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises or any portion thereof.

G. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

H. County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance. Such reservation includes without limitation the right to develop and operate other airports, to relocate existing operations at other airports and to offer services and facilities at the other airports that may compete with the operations of Tenant.

I. County reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

J. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States of America, relative to the development, operation or maintenance of the Airport.

K. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the FAA regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

L. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 1349a).

M. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

N. Tenant, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Premises above the mean sea level elevation of more than 100 feet. In the event the aforesaid covenants are breached, County reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

O. Tenant, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Tenant.

P. This Agreement and all the provisions hereof shall be subject to whatever right the United States of America now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States of America during the time of war or national emergency.

**39. GOVERNMENT INCLUSIONS.** This Agreement shall be subordinate to the provisions of any existing or future agreements between County and the United States of America or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent of the conditions of any existing or future funds. County agrees to provide Tenant written advance notice of any provisions that would adversely modify the material terms of the Agreement.

**40. FEDERAL GOVERNMENT EMERGENCY CLAUSE.** All provisions of the Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any portion thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

1 **41. CONDEMNATION.** If the whole of the Premises should be taken by a public authority under  
2 the power of eminent domain, then the term of this Agreement shall cease on the day of  
3 possession by said public authority. If a part only of the Premises should be taken under eminent  
4 domain, Tenant shall have the right to either terminate this Agreement or to continue in  
5 possession of the remainder of the Premises. If Tenant remains in possession, all of the terms  
6 thereof shall continue in effect, the minimum rent payable being reduced proportionately for the  
7 balance of the term of this Agreement. If a taking under the power of eminent domain occurs,  
8 those payments attributable to the leasehold interest of Tenant shall belong to Tenant, and  
9 those payments attributable to the reversionary interest of County shall belong to County.

10  
11 **42. CONDITION OF PROPERTY UPON TERMINATION.** Upon the expiration, termination, or  
12 cancellation of this Agreement for any reason, Tenant shall vacate the Premises and deliver it  
13 to County in good order and condition, damage by the elements, fire, earthquake and ordinary  
14 wear and tear excepted.

15  
16 **43. REMOVAL OF TENANT'S PERSONAL PROPERTY.** Unless otherwise mutually agreed  
17 in writing by the parties hereto, at the expiration, termination or cancellation of this Agreement,  
18 Tenant shall have removed, at its own expense, all personal property of any kind owned or  
19 placed on the Premises by Tenant, along with all debris, surplus and salvage material, and  
20 shall leave the Premises in a clean and orderly condition. If Tenant does not remove, or has  
21 not completed removal of its personal property within seven (7) days after such expiration,  
22 termination or cancellation, title thereto shall vest in County. County may thereafter remove  
23 or cause to be removed or destroyed such personal property left on the Premises, and in such  
24 event, Tenant shall pay County the reasonable and actual cost of any such removal, sale or  
25 destruction in excess of any consideration received by County as a result of any such removal,  
26 sale or demolition

27  
28 **44. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties  
29 hereto and no obligation other than those set forth herein will be recognized.

30  
31 **45. AGREEMENT MODIFICATIONS.** This Agreement may be terminated, extended, or  
32 amended in writing by the mutual consent of the parties hereto. The Director or an authorized  
33 representative on behalf of County may execute such modification.

34  
35 **46. PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is  
36 found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of  
37 the provisions hereof shall remain in full force and effect and shall in no way be affected,  
38 impaired, or invalidated thereby.

39  
40 **47. GENDER AND NUMBER.** For the purpose of this Agreement, wherever the masculine or  
41 neuter form is used, the same shall include the masculine or feminine, and the singular number  
42 shall include the plural and the plural number shall include the singular, wherever the context  
43 so requires.

44  
45 **48. ARTICLE HEADINGS.** Article headings in the Agreement are for convenience only and are  
46 not intended to be used in interpreting or construing the terms, covenants and conditions of this  
47 Agreement.

48  
49 **49. GUARANTY.** Tenant's performance of all obligations under this Agreement is guaranteed  
50 by Ronald Rasak, an individual, under the guaranty attached hereto as Exhibit "B" and  
51 incorporated herein by reference.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

**50. ENCUMBRANCE OF LEASEHOLD INTEREST BY TENANT.**

Tenant may encumber its interest in this Agreement in the following manner:

A. The provisions herein shall apply to any leasehold mortgaging by Tenant occurring without subordination of County's interest.

1. Tenant and each subsequent County-approved legal holder of the leasehold estate created hereby (Legal Holder), for so long as it is not in default under this Agreement, may at any time and from time to time encumber its interest in this leasehold estate by mortgage, deed of trust, conditional or unconditional assignment, security agreement or other instrument of the same effect (Mortgage); provided, however, that no mortgagee, trustee or secured party (Mortgagee) or anyone claiming through such Mortgagee shall acquire any greater rights in the Premises than the Legal Holder then had under this Agreement; and provided further that such Mortgage shall be subject to this Agreement and the rights of County hereunder.

2. The Mortgagee under any such Mortgage and the owners of the indebtedness secured by said Mortgage shall not become liable under this Agreement unless and until they shall become the owners of the legal title to this leasehold estate and the improvements.

3. There shall be no limitation on the number of times Tenant may mortgage its leasehold interest under the terms hereof, provided that Tenant shall not be in default under this Agreement at the time of the encumbrance and all costs thereof shall be borne by Tenant.

B. The provisions herein shall apply to leasehold mortgaging occurring with subordination of County's interest. By "subordination of County's interest," the parties mean a first lien deed of trust or mortgage encumbering Tenant's leasehold estate in the Premises, as established by this Agreement. County agrees to subordinate its interest in the Premises to a first deed of trust or mortgage in favor of a construction and/or permanent lender providing funds for the construction of the buildings, facilities and improvements on the Premises, subject, however to the following terms and conditions:

1. Subordination shall be limited to deeds of trusts or mortgages that secure construction or permanent loans.

2. Subordination shall be limited to ninety percent (90%) of the construction costs.

3. County shall be provided in advance with copies of the following:

- a) The construction contracts showing the construction price;
- b) The note and deed of trust or mortgage instruments. County shall have the right to approve the proposed loan documents, which approval shall not be unreasonably withheld; and
- c) Such other information as is reasonably necessary to assure compliance with the provisions hereof.

4. County shall, at or prior to the closing on any construction and/or permanent loan, execute, acknowledge, and deliver such instruments and documents, including any subordination agreement, as shall be required by and in the form reasonably satisfactory to the lender; provided, however, County shall have no liability under any of said documentation. County



**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

shall permit a separate deed of trust or mortgage to be placed on the Premises.

5. The permanent loan shall be made only by an institutional lender. The term "institutional lender" as used herein shall include a national or a state bank, savings and loan institution, insurance company, pension fund, endowment fund, foundation, or any other non-profit organization similar to those enumerated herein or any trust with professional management or a fund created by County-approved tax exempt financing.

6. A default by Tenant under the terms of any note and deed of trust or mortgage to which County has subordinated its interest shall be considered an event of default under this Agreement.

7. Any deed of trust or mortgage to which County has subordinated its interest shall provide that:

a) Notice of any default shall be given by the lender to County.

b) County may (but shall not be required to) cure any default by Tenant under the terms of the note and deed of trust or mortgage within a period of fifteen (15) days following the receipt by County of notice of such default. If County elects to cure any default, any sums expended by County to cure any such default shall be deemed advances made for the benefit of Tenant, which sums shall bear interest at the rate which is the greater of two percent (2%) per month or ten percent (10%) over the prime rate published in the Wall Street Journal on the date of default, from the date of such advance until repaid, and shall be payable by Tenant to County as additional rent hereunder within ten (10) days after notice of payment is given to Tenant by County. Should County not exercise its right to cure within the time provided, the Mortgagee shall be free to exercise any rights or remedies allowed under the note and deed of trust or mortgage. If the Mortgagee in fact cures Tenant's defaults under the note and deed of trust or mortgage, the amount needed to cure shall not include additional rent which was paid by County to cure the default, and County shall continue to have the right to collect this additional rent directly from Tenant.

c) Following any repossession by County of the Premises, County may (but shall not be required to) assume the existing note and deed of trust or mortgage without penalty, provided only that the said instruments are not in default or, if in default, that such default is cured within fifteen (15) days of repossession or notice of default given under (b) above, whichever occurs first, and that County would then meet the standards of the holder of the note and deed of trust or mortgage with respect to the assumption of like or similar instruments. County agrees to execute and deliver any documents as shall be reasonably required by the holder of the note and deed of trust or mortgage to effectuate and carry out such assumption, and assumption by County shall not result in the release of any borrower or guarantor of the indebtedness secured by the deed of trust or mortgage.

8. The Mortgagee under any such mortgage or deed of trust and the owners of the indebtedness secured by said mortgage or deed of trust shall not become liable under this Agreement unless and until they shall become the owners of the legal title to this leasehold estate and the improvements.

9. There shall be no limitation on the number of times Tenant may mortgage its leasehold interest under the terms hereof, provided that Tenant shall not be in default under this Agreement at the time of the request to subordinate and all costs thereof shall be borne by Tenant.

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

C. Subject to the rights of the construction and/or permanent lender, in the event of any default under this Agreement, County shall be entitled to exercise all or any of its remedies as provided under this Agreement.

**51. NO SMOKING PROVISIONS.** Pursuant to the Ventura County Comprehensive Smoke-Free Ordinance, Ventura County Ordinance Code section 6707, smoking and the use of tobacco products are prohibited in all vehicles, buildings, and other enclosed and unenclosed areas on the Premises, except for smoking areas designated by the Ventura County Executive Officer or Public Health Department Director.

**52. NOTICES AND PAYMENTS.** All notices required under this Agreement, including change of address, shall be in writing, and all notices and payments shall be made as follows:

A. All payments and notices to Tenant shall be given or mailed to:

Sky 805, LLC  
Attn: Ronald Rasak  
365 Durley Avenue  
Camarillo, CA 93010

B. All payments and notices to County shall be given or mailed to:

County of Ventura  
Department of Airports  
555 Airport Way, Suite B  
Camarillo, CA 93010

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date written below.

**COUNTY OF VENTURA**

By: \_\_\_\_\_ TITLE: Director, Department of Airports  
Keith Freitas

Dated: \_\_\_\_\_

**SKY 805, LLC**

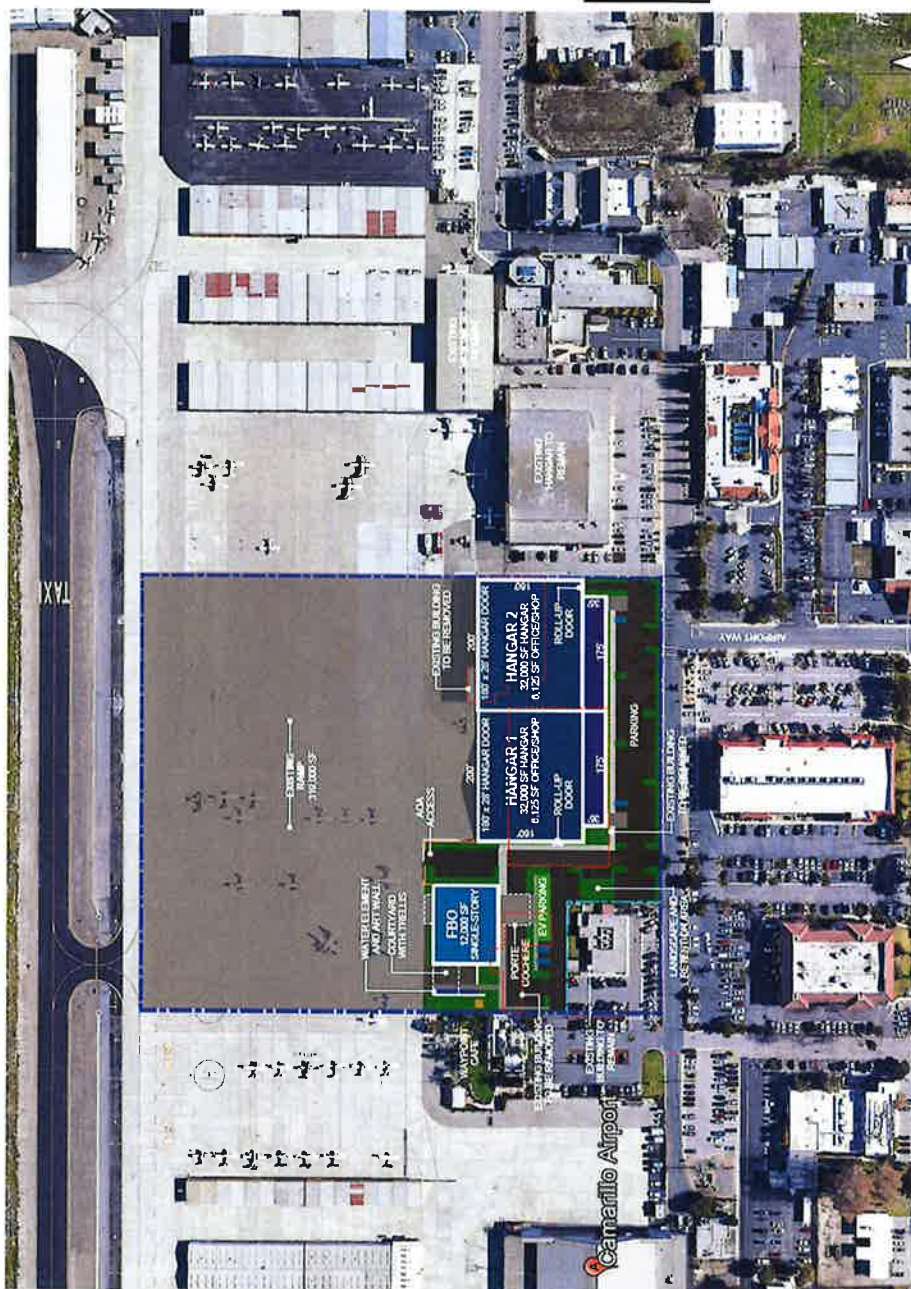
By: \_\_\_\_\_ TITLE:  
Ronald Rasak

By: \_\_\_\_\_ TITLE: \_\_\_\_\_

Dated: \_\_\_\_\_



## Exhibit A



**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

**Exhibit B**

**GUARANTY**

Sky 805, LLC (Sky 805) and the County of Ventura (County) intend to enter into a lease of premises at 265, 275 and 305 Durley Avenue at the Camarillo Airport (Lease), under which County will lease the premises to Sky 805.

Ronald Rasak (Rasak) has a financial interest in Sky 805.

County would not execute the Lease if Rasak did not execute and deliver to County this guaranty (Guaranty).

Therefore, in consideration of the execution of the Lease by County, and as a material inducement to County to execute the Lease, Rasak hereby unconditionally and irrevocably agrees as follows:

1. Rasak guarantees the prompt payment by Sky 805 of all rents and all other sums payable by Sky 805 under the Lease and the faithful and prompt performance by Sky 805 of each and every one of the terms, conditions, and covenants that the Lease requires Sky 805 to perform.
2. The terms of the Lease may be modified by agreement between County and Sky 805, and this Guaranty guarantees the performance of the Lease as so modified.
3. No failure or delay on County's part to enforce any of County's rights or remedies under the Lease releases, modifies, or in any way affects this Guaranty or Rasak's obligations under this Guaranty.
4. County need not give any notice of default of the Lease to Rasak. County may proceed immediately against Sky 805, Rasak, or both, without first proceeding against either Sky 805 or Rasak and without previous notice to or demand upon Sky 805 or Rasak, following any breach or default by Sky 805 or for the enforcement of any rights County may have against Sky 805 under the terms of the Lease, at law, or in equity.
5. Rasak hereby waives all of the following:
  - (a) Notice of acceptance of this Guaranty;
  - (b) Demand of payment, presentation, and protest;
  - (c) All right to assert or plead any statute of limitations relating to this Guaranty or the Lease;
  - (d) Any right to require County to proceed against Sky 805 or any other guarantor or any other person or entity liable to County;
  - (e) Any right to require County to apply to any default any security deposit or other security it may hold under the Lease;
  - (f) Any right to require County to proceed under any other remedy Sky 805 may have before proceeding against Rasak; and

**LEASE AGREEMENT – COUNTY OF VENTURA  
SKY 805, LLC**

- (g) Any right of subrogation that Rasak may have against Sky 805.
6. Rasak hereby subordinates all existing or future indebtedness of Sky 805 to Rasak to the obligations owed to County under the Lease and this Guaranty.
  7. If Rasak is married, he expressly agrees that recourse may be had against his separate property for all of the obligations under this Guaranty.
  8. As used in this Guaranty, the term "Sky 805" means and includes Sky 805's successors and assigns.
  9. Any recovery by County from any other guarantor or insurer must first be credited to that portion of Sky 805's indebtedness to County that exceeds the maximum liability of Rasak under this Guaranty.
  10. No provision of this Guaranty or right of County can be waived, nor can Rasak be released from his obligations under this Guaranty except in writing signed by County.
  11. Any litigation concerning this Guaranty must be initiated in the Superior Court of California in the County of Ventura, and Rasak consents to the jurisdiction of that court. This Guaranty is governed by the laws of the State of California. For the purposes of any rules regarding conflicts of law the parties must be treated as if they were all residents or domiciles of the State of California.

**COUNTY:**

County of Ventura,  
a political subdivision of the State of  
California

**Rasak:**

Ronald Rasak, an individual

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



# COUNTY of VENTURA

## Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

[www.ventura.org/airports](http://www.ventura.org/airports)

September 8, 2022

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

**Subject:** Consider Adoption of Resolution #13 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act

**Recommendation:**

Consider adoption of Resolution #13 (Exhibit 1) authorizing remote teleconference meetings of the Camarillo Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

**Discussion:**

In the time that has elapsed since your July 14, 2022 meeting, the Centers for Disease Control and Prevention ("CDC") indicated that the community transmission level was "high" in Ventura County through Wednesday, August 31, 2022. As of Thursday, September 1, 2022, Ventura County moved from the highest risk tier for COVID-19 to the "low" category. The CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19." Ventura County Public Health ("Public Health") continues to monitor conditions and Public Health still recommends masks indoors in public places. Staff will continue to monitor conditions and report back to your Authority as we enter the fall/winter months.

**Background:**

Governor Gavin Newsom signed Assembly Bill 361 ("AB 361") into law on September 16, 2021. AB 361 is an urgency measure effective immediately that authorizes legislative



bodies to meet remotely in any of three circumstances, as set forth in Government Code section 54953, subdivision (e):

- “The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.” (Gov. Code, § 54953(e)(1)(A).
- “The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” (Gov. Code, § 54953(e)(1)(B).)
- “The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” (Gov. Code, § 54953(e)(1)(C).)


Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020. Dr. Robert Levin, Ventura County Health Officer, issued a recommendation regarding social distancing and continued remote meetings of legislative bodies on November 15, 2021 (Exhibit 2). Dr. Levin’s recommendation states in part, “I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.” The Governor’s Proclamation of State of Emergency and Dr. Levin’s recommendation remain in place.

Airport staff ensures that all virtual meetings are held in compliance with the Government Code as it relates to posting requirements, public accessibility to the meeting, and public comments. Although your Airport Authority, as a legislative body in the County, may continue to meet virtually, to do so, your Airport Authority must now make the following findings by majority vote every 30 days, or until the Airport Authority’s next regularly scheduled meeting:

- Your Airport Authority has reconsidered the circumstances of the state of emergency, and
- One or both of the following circumstances exist:
  - The state of emergency continues to directly impact the ability of your Airport Authority’s members to meet safely in person, or
  - State or local officials continue to impose or recommend measures to promote social distancing. (Gov. Code, § 54953(e)(3).)

Attached for consideration is Resolution #13, that if adopted, authorizes your Airport Authority to meet remotely for a 30-day period, or until the Airport Authority's next regularly scheduled meeting.

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

A handwritten signature in blue ink, appearing to read 'K. Freitas', with a stylized, cursive script.

KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachments:

Exhibit 1 – Resolution #13

Exhibit 2 – Letter from Dr. Robert Levin dated November 15, 2021

**RESOLUTION #13 OF THE CAMARILLO AIRPORT AUTHORITY AUTHORIZING  
CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE CAMARILLO  
AIRPORT AUTHORITY PURSUANT TO GOVERNMENT CODE SECTION 54953,  
SUBDIVISION (e), OF THE RALPH M. BROWN ACT**

**WHEREAS**, the County of Ventura ("County") is committed to preserving and nurturing public access and participation in meetings of the Camarillo Airport Authority ("Airport Authority");

**WHEREAS**, Government Code section 54953, subdivision (e), of the Brown Act, authorizes the legislative body of a local agency to use remote teleconferencing in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions;

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing;

**WHEREAS**, such conditions now exist in Ventura County, specifically, Governor Gavin Newsom declared a state of emergency in response to the COVID-19 pandemic on March 4, 2020 ("State of Emergency");

**WHEREAS**, on September 21, 2021 and November 15, 2021, Dr. Robert Levin, Ventura County Health Officer, issued recommendations to continue practicing social distancing measures throughout Ventura County communities, including to continue to implement 100 percent remote meetings of all legislative bodies in Ventura County, to prevent and minimize the spread of COVID-19 ("Recommendation to Promote Social Distancing");

**WHEREAS**, on October 14, 2021, November 10, 2021, December 9, 2021, January 5, 2022, January 13, 2022, February 10, 2022, March 10, 2022, April 8, 2022, April 14, 2022, May 12, 2022, June 9, 2022, and July 14, 2022, the Airport Authority considered the circumstances of the State of Emergency and Dr. Levin's Recommendation to Promote Social Distancing and resolved to continue remote teleconference meetings for thirty days, or until the Airport Authority's next regularly scheduled meeting;

**WHEREAS**, the Centers for Disease Control and Prevention ("CDC") indicate that the community transmission level is "low," the CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19";



**WHEREAS**, the Airport Authority does hereby find that it has reconsidered the circumstances of the State of Emergency, the State of Emergency remains active and continues to directly impact the ability of its members and attendees to meet safely in person, and that the Ventura County Health Officer, Dr. Robert Levin, continues to recommend measures to promote social distancing to minimize the spread of COVID-19 including that all legislative bodies in Ventura County continue to meet remotely, as further explained in his Recommendation to Promote Social Distancing, which has not been rescinded and remains in effect;

**WHEREAS**, the Airport Authority does hereby find that it shall conduct its meetings without compliance with Government Code section 54953, subdivision (b)(3), as authorized by subdivision (e), of Government Code section 54953, and that the Airport Authority shall comply with the requirements set forth in Government Code section 54953, subdivision (e)(2); and

**NOW, THEREFORE, BE IT RESOLVED**, by the Airport Authority as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. Staff supporting the Airport Authority are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings of the Airport Authority in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

Section 3. This Resolution shall take effect immediately upon its adoption and shall be effective until October 8, 2022 or until the Airport Authority's next regularly scheduled meeting after October 8, 2022 and at such meeting the Airport Authority adopts a subsequent resolution in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the Airport Authority may continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3).

Upon motion of Airport Authority member \_\_\_\_\_, seconded by Airport Authority member \_\_\_\_\_, and duly carried, the Camarillo Airport Authority hereby adopts this resolution on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Susan Santangelo, Chair  
Camarillo Airport Authority

To: Board of Supervisors  
County Executive Office  
Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

Re: Recommendation regarding Social Distancing and Continued Remote Meetings of  
Legislative Bodies

I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.

The California Department of Public Health ("CDPH") and the Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>). While the Delta variant is the currently circulating variant, the Delta-2 variant, its likely successor, is 10 to 15% more transmissible. Current case and hospitalization rates have remained stubbornly higher than they were in the days leading up to the most recent surge. In some counties in our state, these rates are starting to climb again. We are facing the winter holidays and the opportunities these holidays present to promote transmission of COVID-19 infection. The winter season and its associated cold weather drives people indoors and provides another opportunity to spread the highly transmissible COVID-19 virus. Associated with these events last year our county experienced a surge in COVID-19 cases.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease's spread. Remote meetings of legislative bodies in the County, including but not limited to the Board of Supervisors are a recommended form of social distancing that allows for the participation of the community, county staff, presenters, and legislative body members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in the County continue to implement 100% remote meetings. Just as it is likely that the current County order requiring the use of face coverings indoors will be in place beyond the first of the year,

though driven by good intentions, lifting the remote meetings policy at this time would be premature.

If you have any questions regarding this recommendation, please do not hesitate to contact me.



# COUNTY of VENTURA

## Department of Airports

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

September 8, 2022

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

**Subject: Consider Adoption of Resolution #13 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority Pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act**

**Recommendation:**

Consider adoption of Resolution #13 (Exhibit 1) authorizing remote teleconference meetings of the Oxnard Airport Authority pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

**Discussion:**

In the time that has elapsed since your July 14, 2022 meeting, the Centers for Disease Control and Prevention ("CDC") indicated that the community transmission level was "high" in Ventura County through Wednesday, August 31, 2022. As of Thursday, September 1, 2022, Ventura County moved from the highest risk tier for COVID-19 to the "low" category. The CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19." Ventura County Public Health ("Public Health") continues to monitor conditions and Public Health still recommends masks indoors in public places. Staff will continue to monitor conditions and report back to your Authority as we enter the fall/winter months.

**Background:**

Governor Gavin Newsom signed Assembly Bill 361 ("AB 361") into law on September 16, 2021. AB 361 is an urgency measure effective immediately that authorizes legislative

bodies to meet remotely in any of three circumstances, as set forth in Government Code section 54953, subdivision (e):

- “The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.” (Gov. Code, § 54953(e)(1)(A).)
- “The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” (Gov. Code, § 54953(e)(1)(B).)
- “The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” (Gov. Code, § 54953(e)(1)(C).)

Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020. Dr. Robert Levin, Ventura County Health Officer, issued a recommendation regarding social distancing and continued remote meetings of legislative bodies on November 15, 2021 (Exhibit 2). Dr. Levin’s recommendation states in part, “I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.” The Governor’s Proclamation of State of Emergency and Dr. Levin’s recommendation remain in place.

Airport staff ensures that all virtual meetings are held in compliance with the Government Code as it relates to posting requirements, public accessibility to the meeting, and public comments. Although your Airport Authority, as a legislative body in the County, may continue to meet virtually, to do so, your Airport Authority must now make the following findings by majority vote every 30 days, or until the Airport Authority’s next regularly scheduled meeting:

- Your Airport Authority has reconsidered the circumstances of the state of emergency, and
- One or both of the following circumstances exist:
  - The state of emergency continues to directly impact the ability of your Airport Authority’s members to meet safely in person, or
  - State or local officials continue to impose or recommend measures to promote social distancing. (Gov. Code, § 54953(e)(3).)



Attached for consideration is Resolution #13, that if adopted, authorizes your Airport Authority to meet remotely for a 30-day period, or until the Airport Authority's next regularly scheduled meeting.

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

A handwritten signature in blue ink, appearing to read 'Keith Freitas', with a stylized, cursive script.

KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachments:

Exhibit 1 – Resolution #13

Exhibit 2 – Letter from Dr. Robert Levin dated November 15, 2021

**RESOLUTION #13 OF THE OXNARD AIRPORT AUTHORITY AUTHORIZING  
CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE OXNARD  
AIRPORT AUTHORITY PURSUANT TO GOVERNMENT CODE SECTION 54953,  
SUBDIVISION (e), OF THE RALPH M. BROWN ACT**

**WHEREAS**, the County of Ventura ("County") is committed to preserving and nurturing public access and participation in meetings of the Oxnard Airport Authority ("Airport Authority");

**WHEREAS**, Government Code section 54953, subdivision (e), of the Brown Act, authorizes the legislative body of a local agency to use remote teleconferencing in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions;

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing;

**WHEREAS**, such conditions now exist in Ventura County, specifically, Governor Gavin Newsom declared a state of emergency in response to the COVID-19 pandemic on March 4, 2020 ("State of Emergency");

**WHEREAS**, on September 21, 2021 and November 15, 2021, Dr. Robert Levin, Ventura County Health Officer, issued recommendations to continue practicing social distancing measures throughout Ventura County communities, including to continue to implement 100 percent remote meetings of all legislative bodies in Ventura County, to prevent and minimize the spread of COVID-19 ("Recommendation to Promote Social Distancing");

**WHEREAS**, on October 14, 2021, November 10, 2021, December 9, 2021, January 5, 2022, January 13, 2022, February 10, 2022, March 10, 2022, April 8, 2022, April 14, 2022, May 12, 2022, June 9, 2022, and July 14, 2022, the Airport Authority considered the circumstances of the State of Emergency and Dr. Levin's Recommendation to Promote Social Distancing and resolved to continue remote teleconference meetings for thirty days, or until the Airport Authority's next regularly scheduled meeting;

**WHEREAS**, the Centers for Disease Control and Prevention ("CDC") indicate that the community transmission level is "low," the CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19";

**WHEREAS**, the Airport Authority does hereby find that it has reconsidered the circumstances of the State of Emergency, the State of Emergency remains active and continues to directly impact the ability of its members and attendees to meet safely in person, and that the Ventura County Health Officer, Dr. Robert Levin, continues to recommend measures to promote social distancing to minimize the spread of COVID-19 including that all legislative bodies in Ventura County continue to meet remotely, as further explained in his Recommendation to Promote Social Distancing, which has not been rescinded and remains in effect;

**WHEREAS**, the Airport Authority does hereby find that it shall conduct its meetings without compliance with Government Code section 54953, subdivision (b)(3), as authorized by subdivision (e), of Government Code section 54953, and that the Airport Authority shall comply with the requirements set forth in Government Code section 54953, subdivision (e)(2); and

**NOW, THEREFORE, BE IT RESOLVED**, by the Airport Authority as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. Staff supporting the Airport Authority are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings of the Airport Authority in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

Section 3. This Resolution shall take effect immediately upon its adoption and shall be effective until October 8, 2022 or until the Airport Authority's next regularly scheduled meeting after October 8, 2022 and at such meeting the Airport Authority adopts a subsequent resolution in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the Airport Authority may continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3).

Upon motion of Airport Authority member \_\_\_\_\_, seconded by Airport Authority member \_\_\_\_\_, and duly carried, the Oxnard Airport Authority hereby adopts this resolution on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Vianey Lopez, Chair  
Oxnard Airport Authority

To: Board of Supervisors  
County Executive Office  
Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

Re: Recommendation regarding Social Distancing and Continued Remote Meetings of  
Legislative Bodies

I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.

The California Department of Public Health ("CDPH") and the Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>). While the Delta variant is the currently circulating variant, the Delta-2 variant, its likely successor, is 10 to 15% more transmissible. Current case and hospitalization rates have remained stubbornly higher than they were in the days leading up to the most recent surge. In some counties in our state, these rates are starting to climb again. We are facing the winter holidays and the opportunities these holidays present to promote transmission of COVID-19 infection. The winter season and its associated cold weather drives people indoors and provides another opportunity to spread the highly transmissible COVID-19 virus. Associated with these events last year our county experienced a surge in COVID-19 cases.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease's spread. Remote meetings of legislative bodies in the County, including but not limited to the Board of Supervisors are a recommended form of social distancing that allows for the participation of the community, county staff, presenters, and legislative body members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in the County continue to implement 100% remote meetings. Just as it is likely that the current County order requiring the use of face coverings indoors will be in place beyond the first of the year,

though driven by good intentions, lifting the remote meetings policy at this time would be premature.

If you have any questions regarding this recommendation, please do not hesitate to contact me.





# COUNTY of VENTURA

## Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

[www.ventura.org/airports](http://www.ventura.org/airports)

September 8, 2022

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

**Subject:** Receive and File Regarding Updated Construction Schedule for the Oxnard Airport Taxiway Connectors A, B, C, D and E Reconstruction Project

**Recommendation:**

Receive and file an update regarding the construction schedule planned for the reconstruction of Taxiway Connectors A, B, C, D and E at Oxnard Airport.

**Discussion:**

Originally, the Federal Aviation Administration (FAA) notified the Department of Airports (Airport) in July that funding in the amount of \$3,970,940 would be available to fund the base bid work only, which included the Taxiway Connector A and E reconstruction and relocation of an FAA powerline. To minimize interruptions to airport operations and meet FAA construction safety requirements, construction was mainly designed to be accomplished at night. FAA moratoriums on the shutdown of navigational aids for weeks in November and December required construction to start in September so that work could be accomplished before the moratoriums were in place.

However, the FAA recently notified the Airport that additional funding is now available to fund the reconstruction of all five taxiway connectors. The grant offer to fund the project will be increased to a total of \$8,151,414, though it will not be available until sometime in September. Due to the timing anticipated for the grant offer, the FAA moratoriums in November and December which impact construction, and long lead times identified by the contractor for some materials, the project start has been rescheduled to a later date. The project is now expected to begin on January 9, 2023 with an anticipated project completion date of April 28, 2023.

Notices were recently sent to tenants to update them on the revised estimated construction start date in January and to remind everyone that Oxnard Airport will remain OPEN for normal daily operations utilizing Runway 7-25 during construction. However,

the latest funding news from the FAA will require the Airport to send a new update, advising tenants about the increased work scope and identifying the new estimated completion date of April 28, 2023. Emphasis will be placed on the fact that even with the increased scope of work, Oxnard Airport will remain OPEN for normal daily operations utilizing Runway 7-25 during construction. Reconstruction of the taxiway connectors will be phased to occur overnight during the hours of 2200 to 0600 and Runway 7-25 and various taxiways will reopen each morning to allow for daily operations. The construction start date, closure dates, and taxiway project completion date may continue to be updated with the latest information as the start date nears. Notices will be sent to tenants and available on the airport website at: [Ventura County Airports \(vcairports.org\)](https://www.vcairports.org).

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

A handwritten signature in blue ink, appearing to read 'Keith Freitas', with a stylized, cursive script.

KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports



# COUNTY of VENTURA

## Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

[www.ventura.org/airports](http://www.ventura.org/airports)

September 8, 2022

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

**Subject: Approval and Award of a Construction Administration Services Contract to Jviation, a Woolpert Company, in the Not-to-Exceed Amount of \$716,589, for the Taxiway Connectors Pavement Reconstruction Project at Oxnard Airport; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract**

**Recommendations:**

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

1. Approve and award a construction administration services contract (Exhibit 1) to Jviation, a Woolpert Company, in the not-to-exceed amount of \$716,589, for the Taxiway Connectors Pavement Reconstruction at Oxnard Airport; and
2. Authorize the Director of Airports, or his designee, to execute the subject contract.

**Fiscal/Mandates Impact:**

Mandatory: No

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

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

Impact on other departments: *None*

| <b><u>Summary of Revenue and Project Costs</u></b> | <b><u>FY 2022/23</u></b> | <b><u>FY 2023/24</u></b> |
|----------------------------------------------------|--------------------------|--------------------------|
| Revenue: FAA (90%)                                 | \$ 644,930*              | \$ 0                     |
| Caltrans (up to 4.5%)                              | 0*                       | 0                        |
| Direct Costs                                       | \$ 716,589               | \$ 0                     |
| Net Costs – Airport Enterprise Fund                | \$ 71,659                | \$ 0                     |

*\*Estimated Total Grant Amount. Actual grant amount will be dependent upon FAA and Caltrans available funding. Credit for the Caltrans grant has been applied to the construction contract award.*

**Current Fiscal Year Budget Projection:**

| FY 2022-23 Budget Projection for Airports Capital Projects<br>Division 5040 - Unit 5041 |                   |                    |                     |                                |
|-----------------------------------------------------------------------------------------|-------------------|--------------------|---------------------|--------------------------------|
|                                                                                         | Adopted<br>Budget | Adjusted<br>Budget | Projected<br>Budget | Estimated<br>Savings/(Deficit) |
| Appropriations                                                                          | \$11,782,232      | \$11,782,232       | \$11,782,232        | \$0                            |
| Revenue                                                                                 | 8,940,205         | 8,940,205          | 8,940,205           | 0                              |
| Net Cost                                                                                | \$ 2,842,027      | \$ 2,842,027       | \$ 2,842,027        | \$0                            |

*Revenue and appropriations are included in the FY 2022-2023 capital budget.*

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

| <u>Costs</u>                    |                            |
|---------------------------------|----------------------------|
| Engineering & Environ./Design:  | \$ 539,659                 |
| Construction:                   | 7,842,638                  |
| Construction Administration**:  | 716,589                    |
| Project Administration:         | 77,844                     |
| <b>Total</b>                    | <b><u>\$ 9,176,730</u></b> |
|                                 |                            |
| FAA Grant Revenue               | \$ 8,151,414               |
| Caltrans Grant Revenue          | 150,000                    |
| <b>Total Grant Revenue</b>      | <b><u>\$ 8,301,414</u></b> |
|                                 |                            |
| Cost to Airport Enterprise Fund | <u>\$ 875,316</u>          |

*\*\*This award of contract only references the construction administration services contract.*

**Discussion:**

Jviation, a Woolpert Company, was selected through a request for qualifications selection process in December 2020 as the 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 on November 3, 1998. Although Jviation was selected as the Airport's Consultant for a five (5) term, each contract awarded during that period must be negotiated individually. Those contracts exceeding \$200,000 must be approved and awarded by the Board.

This contract is for construction administration services for improvements at the Oxnard Airport which is anticipated to be funded in part by an FAA Airport Improvement Grant and a matching Caltrans Grant. The FAA has recently indicated that it will be ready to

offer a grant for the base bid and bid alternate 1 work at Oxnard Airport before the end of the federal fiscal year. Due to long lead times for some construction materials and the coordination still required with the FAA to finalize negotiations, staff requests that the Department of Airports be authorized to award a contract for construction administration services in a not to exceed amount, to allow for the Department to complete contract negotiations and subsequently execute a contract in a timely manner which would allow Aviation to review contractor material submittals and expedite the ordering of materials needed to begin construction in January 2023.

The contract includes typical construction administration 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. Examples of FAA specific tasks include, development of a construction management plan, weekly progress reports, Disadvantage Business Enterprise (DBE) contract and subcontract review, DBE payment tracking and reporting.

The project includes a base bid to reconstruct taxiway connectors A and E, relocation of an FAA powerline, as well as a bid alternate to reconstruct the remaining taxiway connectors B, C, and D. (Location Map, Exhibit 2).

### **Taxiway Connectors Pavement Reconstruction**

**Base Bid:** Taxiway A and E Connector improvements include grading, paving, lighting, signage, storm-drainage, and marking, as well as relocation of an FAA powerline.

**Bid Alternate 1:** Taxiway B, C, and D Connector improvements include grading, paving, lighting, signage, storm-drainage, and marking.

The project was included in the FY 2022/23 capital budget for the Airport Enterprise Fund which was adopted by the Board on June 20, 2022. The project was also included in the current Capital Improvement Program that was previously approved by the Aviation Advisory Commission and the Oxnard Airport Authority and adopted by the Board.

On June 16, 2020, the Board found this project to be categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15302(b).

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



KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports



AAC/OAA  
Approve and Award Construction  
Administration Services Contract  
September 8, 2022  
Page 4

Attachments:

Exhibit 1 – Contract  
Exhibit 2 – Location Map

**CONSULTING SERVICES CONTRACT  
AEA No. 22-09  
Camarillo Airport – CONSTRUCTION ADMINISTRATION SERVICES FOR  
CONNECTOR TAXIWAYS PAVEMENT RECONSTRUCTION**

This is a Contract, made and entered into this September \_\_\_\_, 2022, by and between the COUNTY OF VENTURA, (COUNTY), and JVIATION, a WOOLPERT COMPANY, 720 South Colorado Boulevard, Suite 1200-S Glendale, CO 80246 (CONSULTANT).

This Contract shall be administered for the COUNTY by the COUNTY's Department of Airports. Claims, disputes, or complaints to the 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, amendment or discharge 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 Work and Services", attached hereto as "Exhibit A", and the "County of Ventura, Public Works Agency, Consultant's Guide to Ventura County Procedures" as amended, which is on file with the County of Ventura, Public Works Agency, and which by 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 hereto 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 the COUNTY receives an invoice along with a COUNTY claim form, or 10 days from when the Auditor-Controller's office receives the invoice and COUNTY claim form, in accordance with the "Fees and Payment", attached hereto as "Exhibit C".
4. COUNTY, Federal Aviation Administration (FAA), 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 the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

**AEA 22-09  
CONTRACT**

5. COUNTY 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 the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.
6. 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 the 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 the Contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by a Vice President of CONSULTANT.

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

7. 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.
8. On completion or termination of 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.
9. 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 JVIATION, shall be at user's sole risk."
10. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this contract. During the term of this agreement CONSULTANT shall not employ or compensate personnel currently employed 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 the 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 the 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.

11. This Contract is funded in part by a Federal Aviation Administration (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.
12. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including the 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 the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract.
13. Insurance Requirements
  - 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 shall provide a minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
    - 2) Automobile Liability insurance shall provide a minimum 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) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000.
    - 4) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000 coverage for each occurrence or \$2,000,000 in annual aggregate coverage.
  - b. CONSULTANT shall notify COUNTY immediately if the 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

**AEA 22-09  
CONTRACT**

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 of Ventura 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 13.a., if the Professional Liability coverage is "claims made", CONSULTANT must, for a period of five (5) years after the date when Contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of 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,

14. CONSULTANT shall sign and comply with the statement as set forth in "Exhibit D" hereto. Where the word Contractor is used in "Exhibit D" it shall mean "CONSULTANT".

15. Disputes arising under or related to the performance of the Contract shall be resolved by arbitration unless the COUNTY and the 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 section 1300 et seq. of Title 1 of the California Code of Regulations.

Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340 – 1346 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, the CONSULTANT shall exhaust his administrative remedies by attempting to resolve his 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



**AEA 22-09  
CONTRACT**

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: JVIATION, A WOOLPERT COMPANY

Taxpayer No.: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

COUNTY: County of Ventura

Dated: \_\_\_\_\_

\_\_\_\_\_

Keith Freitas, Director of Airports

**EXHIBIT A**

**Scope of Services  
Oxnard Airport - Construction Administration Services  
For Connector Taxiways Pavement Reconstruction**

**I. PROJECT DESCRIPTION**

This project shall consist of Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination, for the Reconstruction of Connector Taxiways A-E. This scope of work is for the consulting services provided by the Consultant for the County. See Exhibit No. 1 below for the project location.



**EXHIBIT NO. 1**

This project shall consist of the reconstruction of Taxiway Connectors A, B, C, D, and E from the edge of the runway to transition work on Taxiway F. The proposed construction for this project was previously bid as components of a larger project that were not awarded due to funding and re-packaged into two schedules and one bid alternate of work.

The proposed project consists of a base bid associated with the reconstruction of Taxiway Connectors A and E as well as the relocation of the FAA power line. In addition to the base bid, there is one bid alternate consisting of the reconstruction of Taxiway Connectors B, C, and D.

The approximate construction costs associated with this project, based on the different possible award scenarios, is summarized in the table below:

|                                 | <b>Base Bid</b> | <b>Bid Alt No. 1</b> | <b>Base Bid + Bid Alt No. 1</b> |
|---------------------------------|-----------------|----------------------|---------------------------------|
| <b>As-Bid Construction Cost</b> | \$3,522,136.08  | \$4,184,399.00       | \$7,706,535.08                  |

The engineering fees for this project will be categorized under, **Basic Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Construction. Additional services that will be completed by subconsultants to the Consultant, include quality assurance testing during construction, updating the Airport Layout Plan, and post-construction pipe inspection per Item D-701 Pipe for Storm Drains and Culverts. Basic Services and the associated subphases are described in more detail below. The Basic Services outlined in this scope of work are considered Special Services in FAA Advisory Circular 150/5100-14 (Current Edition), *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.

## **II. SCOPE OF SERVICES**

The Scope of Services to be provided by CONSULTANT is detailed in the following Tasks. **BASIC SERVICES** consists of the Construction Administration Phase, Post-Construction Coordination Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for quality assurance testing during construction, updating the Airport Layout Plan, and post-construction pipe inspection.

### **4.0 Construction Administration Phase**

**4.01 Prepare Project Scope of Work and Coordinate Contract.** This task includes establishing the scope of work. Fees shall be negotiated with the County and may be subject to an independent fee estimate conducted by a third party hired by the County. This task also includes coordinating with the County on the contract for this project.

**4.02 Prepare Construction Contract and Documents.** In agreement with the FAA, the Consultant shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for approval and signatures. Copies will be submitted to the successful Contractor for their signatures.

The Consultant will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

**4.03 Provide Project Coordination.** The Consultant shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Consultant. These duties include:

- Time the Consultant spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.

- ➔ Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- ➔ The Project Manager will review progress reports weekly and monthly.
- ➔ Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the County and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- ➔ Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- ➔ Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- ➔ The Consultant will prepare and submit monthly invoicing.

The Consultant will complete the following tasks:

- ➔ Provide the County with a monthly Project Status Report (PSR), in writing, reporting on Consultant's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- ➔ Prepare quarterly performance reports.

**4.04 Review Environmental Documentation.** This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

**4.05 Coordinate Quality Assurance Testing.** This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance testing firm for a cost to perform the work is also included in this task.

**4.06 Coordinate Airport Layout Plan Update.** This task includes preparing the requirements for updating the Airport Layout Plan. Negotiating with the planning firm, Coffman Associates, for a cost to perform the work is also included in this task.

**4.07 Coordinate Post Construction Pipe Inspections.** This task includes preparing the requirements for post construction pipe inspection per Item D-701 Pipe for Storm Drains and Culverts. Negotiating with the pipe inspection firm for a cost to perform the work is also included in this task.

**4.08 Prepare/Conduct Pre-Construction Meeting.** The Consultant will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*,

prior to the commencement of construction. As a part of this meeting, the Consultant will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the County, FAA (if possible), Contractor, subcontractors and airport tenants affected by the project.

**4.09 Prepare/Submit Construction Management Plan.** This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

**4.10 Review Contractor's Safety Plan Compliance Document.** This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Consultant shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Consultant will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Consultant for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

**4.11 Prepare Requests for Federal Grant Reimbursement.** Not Applicable. The County will prepare and submit forms and supporting documentation to the FAA for reimbursement.

**4.12 Perform Site Visits During Construction.** The Consultant shall make on-site visits, as required, throughout the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of two (2) site visits to the project.

**4.13 Attend Partnering Workshops.** Prior to the commencement of construction, the Consultant will attend a two-day workshop hosted by a third-party facilitator engaged by the Contractor. Additionally, the Consultant will attend a follow-up partnering workshop during the middle portion of the project to revisit the project goals.

|                            |                              |                           |
|----------------------------|------------------------------|---------------------------|
| <b>TASK 4 DELIVERABLES</b> | <b>TO<br/>FAA/S<br/>TATE</b> | <b>TO<br/>COUNT<br/>Y</b> |
|----------------------------|------------------------------|---------------------------|

**AEA 22-09  
CONTRACT**

|                                                                       |   |   |
|-----------------------------------------------------------------------|---|---|
| 4.01 Construction SOW and Coordinate Contract                         | ✓ | ✓ |
| 4.02 Notice of Award, Notice to Proceed, and Contract Agreement       | ✓ | ✓ |
| 4.02 Issue Construction Plans, Specifications, and Contract Documents | ✓ | ✓ |
| 4.03 Monthly Invoice and Monthly PSR                                  |   | ✓ |
| 4.03 Pay Request Review Documentation                                 |   | ✓ |
| 4.03 Weekly/Monthly Reports                                           | ✓ | ✓ |
| 4.03 Quarterly Performance Reports                                    | ✓ | ✓ |
| 4.03 Change Orders/Supplemental Agreements                            | ✓ | ✓ |
| 4.08 Pre-Construction Agenda and Meeting Minutes                      | ✓ | ✓ |
| 4.09 Construction Management Plan                                     | ✓ | ✓ |
| 4.10 Review and Approval of SPCD and Final SPCD                       | ✓ | ✓ |

| <b>TASK 4 MEETINGS/SITE VISITS</b>           | <b>LOCATION/ATTENDEES/DURATION</b>                                                                                                                                                                                                                                                                                            |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.08 Conduct Pre-Construction Meeting        | <ul style="list-style-type: none"> <li>Oxnard, CA<br/>One (1) Project Manager, One (1) Construction Manager, and One (1) Field Engineer; Assume full day site visit<br/>Assume travel to/from Denver, CO to Oxnard, CA with one (1) overnight stay for Project Manager</li> </ul>                                             |
| 4.12 Perform Site Visits During Construction | <ul style="list-style-type: none"> <li>Oxnard, CA<br/>One (1) Project Manager<br/>Assume full day site visit (2 site visits)<br/>Assume travel to/from Denver, CO to Oxnard, CA with one (1) overnight stay for Project Manager for each site visit</li> </ul>                                                                |
| 4.13 Attend Partnering Workshops             | <ul style="list-style-type: none"> <li>Oxnard, CA<br/>One (1) Project Manager, One (1) Construction Manager, and One (1) Field Engineer<br/>Assume full day site visit (2 site visits)<br/><br/>Assume travel to/from Denver, CO to Oxnard, CA with one (1) overnight stay for Project Manager for each site visit</li> </ul> |

**5.0 Post-Construction Coordination Phase**

**5.01 Prepare Final Testing Report.** The Consultant will submit the quality assurance testing summary report, which will include for each applicable material, a narrative of tests taken, verification that minimum testing frequencies were exceeded, and discussion of problems encountered during construction and their resolutions. Additionally, the Summary of Material Acceptance Tests table (from Construction Management Plan) will be updated to include the actual number of tests taken and the associated testing frequency for each specification item to the FAA for review and approval.

**5.02 Coordinate and Review Final Surveys.** The Consultant will coordinate an as-built survey that includes the following tasks:

- Taxiway centerline and edge of pavement profiles at 50-foot stations



- Safety area on a 50-foot grid (inclusive of all disturbed areas)
- Airport lighting, signage, NAVAIDS and any other components installed or affected by this project.
- Taxiway pavement markings
- Utility structures, markers and horizontal locations

**5.03 Coordinate Flight Check.** The Consultant will coordinate the flight check with the County and FAA during and upon completion of construction. The flight check will be coordinated with Flight Inspection Services through a reimbursable agreement with the County.

**5.04 Prepare Clean-up Item List.** The Consultant will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

**5.05 Conduct Final Inspection.** The Consultant, along with the County and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

**5.06 Prepare Engineering Record Drawings.** The Consultant will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

**5.07 Prepare Final Construction Report.** The Consultant will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

**5.08 Prepare DBE Uniform Report.** The Consultant will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the County to submit to the FAA.

**5.09 Coordinate Airport Layout Plan (ALP) Update.** The Consultant will coordinate with Coffman Associates to update the ALP to reflect the work completed for this project. A draft version of the ALP will be submitted to the ADO for review. Upon approval by the FAA, the Consultant shall assist the County in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

**5.10 Summarize Project Costs.** The Consultant will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

| <b>TASK 5 DELIVERABLES</b>     | <b>TO<br/>FAA/S<br/>TATE</b> | <b>TO<br/>COUNT<br/>Y</b> |
|--------------------------------|------------------------------|---------------------------|
| 5.01 Final Testing Report      | ✓                            | ✓                         |
| 5.02 As-Built Survey           | ✓                            | ✓                         |
| 5.04 Clean-up List             |                              | ✓                         |
| 5.05 Punchlists                |                              | ✓                         |
| 5.06 Record Drawings           | ✓                            | ✓                         |
| 5.07 Final Construction Report | ✓                            | ✓                         |
| 5.08 DBE Uniform Report        | ✓                            | ✓                         |
| 5.09 Updated ALP               | ✓                            | ✓                         |
| 5.10 Project Cost Summary      | ✓                            | ✓                         |

| <b>TASK 5 MEETINGS/SITE VISITS</b> | <b>LOCATION/ATTENDEES/DURATION</b>                                                                                                                                                                                                        |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.05 Conduct Final Inspection      | <ul style="list-style-type: none"> <li>Oxnard, CA<br/>One (1) Project Manager<br/>Assume full day site visit (1 site visit)<br/>Assume travel to/from Denver, CO to Oxnard, CA with one (1) overnight stay for Project Manager</li> </ul> |

### **6.0 On-Site Construction Coordination Phase**

This phase will consist of providing one full-time Construction Manager supported by one full-time Field Engineer. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. The table below summarizes the estimated duration of construction based on the awarded bid alternates.

| <b>Contract<br/>Awarded</b>     | <b>Schedule I (Calendar Days)</b>       |                |                | <b>Schedule II</b> | <b>Bid Alternate 1</b> |                | <b>Total<br/>(Calendar<br/>Days)</b> |
|---------------------------------|-----------------------------------------|----------------|----------------|--------------------|------------------------|----------------|--------------------------------------|
|                                 | <b>Preconstruction<br/>Mobilization</b> | <b>Phase 1</b> | <b>Phase 2</b> | <b>Phase 3</b>     | <b>Phase 4</b>         | <b>Phase 5</b> |                                      |
| <b>Base Bid<br/>Only</b>        | 10                                      | 24             | 25             | 3*                 |                        |                | 59                                   |
| <b>Base Bid +<br/>Bid Alt 1</b> | 10                                      | 24             | 25             | 3*                 | 35                     | 2              | 96                                   |

\* Schedule II, Phase 3 is concurrent to Schedule I, Phase 2

**6.01 Provide Resident Engineering.** The Construction Manager will work approximately **10 hours per day** and the one full-time Field Engineer will be on-site approximately **10 hours per day**. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift. It is assumed that the Contractor will work **six (6) days** a week during the construction period.

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| In summary, the following personnel is proposed: <b>PERSONNEL</b> | <b>WORKING DAYS</b> |
|-------------------------------------------------------------------|---------------------|

**AEA 22-09  
CONTRACT**

| <b>Base Bid Only</b>              |    |
|-----------------------------------|----|
| Construction Manager              | 51 |
| Field Engineer No. 1              | 51 |
| <b>Base Bid + Bid Alternate 1</b> |    |
| Construction Manager              | 83 |
| Field Engineer No. 1              | 83 |

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a quality assurance and quality control workshop when paving operations are anticipated to be greater than \$500,000. The Consultant will attend the workshop, which will be conducted by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Consultant and Contractor and will include representatives from the County, Consultant, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. Paving operations will not be permitted prior to this meeting's occurrence. Other meetings may be required to resolve specific material quality, production, and/or placement issues.
- b. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Consultant will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the County and Contractor upon request.
- c. Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- d. Review the Stormwater Pollution Prevention Plan (SWPPP) prepared by the Contractor and their Qualified SWPPP Developer (QSD).
- e. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- f. Prepare and process change orders.
- g. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for County review at time of Request for Reimbursement processing, as appropriate.
- h. Review quality control and quality assurance testing results for conformance with the project specifications.
- i. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- j. Prepare the periodic cost estimates and review the quantities with the Contractor. The Consultant, County, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Consultant will then submit the periodic cost estimate to the County for payment.

**AEA 22-09  
CONTRACT**

- k. Maintain daily logs of the construction activities for the duration of time on site, including the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
- l. Verify that haul routes, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- m. Prepare a weekly status report using the FAA's standard form, 5370-1. The report will be submitted to the County, the FAA, and the office following the week of actual construction activities performed.
- n. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

| <b>TASK 6 DELIVERABLES</b>                                             | <b>TO<br/>FAA/S<br/>TATE</b> | <b>TO<br/>COUNT<br/>Y</b> |
|------------------------------------------------------------------------|------------------------------|---------------------------|
| 6.01a Coordinate and Attend Quality Assurance/Quality Control Workshop | ✓                            | ✓                         |
| 6.01b Coordinate Submittal Reviews                                     |                              | ✓                         |
| 6.01e Coordinate RFIs                                                  |                              | ✓                         |
| 6.01f Change Orders                                                    | ✓                            | ✓                         |
| 6.01g Payroll Reviews                                                  |                              | ✓                         |
| 6.01h Quality Assurance/Quality Control Results Compilation            | ✓                            | ✓                         |
| 6.01j Periodic Cost Estimates                                          | ✓                            | ✓                         |
| 6.01m Weekly Reports                                                   | ✓                            | ✓                         |

**EX Reimbursable Costs During Survey and Construction.** This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel, and other miscellaneous costs incurred in order to complete **Basic Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis, and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

**Special Considerations**

The following special considerations are required for this project, but will be completed by subconsultants to the Consultant. The cost for this work will be included in the engineering contract agreement with the County and the costs are in addition to the engineering fees outlined above.

**Quality Assurance Testing.** Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Consultant. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- ➔ Item P-401 Plant Mix Bituminous Pavements
- ➔ Item P-610 Structural Portland Cement Concrete

**Airport Layout Plan (ALP) Update.** Updating the ALP drawings will be performed by the planning firm of record, Coffman Associates, under the supervision of the Consultant.

**D-701 Pipe Inspections.** Pipe inspections will be completed by a third party under the supervision of the Consultant.

**Assumptions**

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Consultant and County.

1. Reimbursable expenses are based on the following rates:
  - ➔ Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
  - ➔ Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently \$0.625/mile.
  - ➔ Rental car/vehicle use rate of \$85.00/day.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The County will coordinate with tenants as required to facilitate field evaluations and construction.
4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
5. The Consultant must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
6. Because the Consultant has no control over the cost of construction-related labor, materials, or equipment, the Consultant's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession.

**AEA 22-09  
CONTRACT**

The Consultant does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Consultant's estimates of construction cost.

7. It is assumed that a project audit will not be performed. If a project audit occurs, the Consultant is prepared to assist the County in gathering and preparing the required materials for the audit. This work will be negotiated with the County, should the need occur, and payment will be on a time and material basis.

**Additional Services**

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the County's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the County in writing for an additional fee as agreed upon by the County and the Consultant.

END OF EXHIBIT A

-----

**EXHIBIT B**

**TIME SCHEDULE**

The CONSULTANT will complete all work called for under Tasks 4 through 6 on a schedule submitted by the Contractor and approved by the COUNTY. Construction is expected to begin in January 2023 and be completed in April 2023.

END OF EXHIBIT B

-----

**EXHIBIT C**

**FEES and PAYMENT**

**1. FEES**



**AEA 22-09  
CONTRACT**

- A. County shall Compensate Consultant for all services detailed in Exhibit A, Tasks 4 and 5 –on a lump sum basis not to exceed Four Hundred Fourteen Thousand Six Hundred Eighteen Dollars (\$414,618). This amount shall not be exceeded without written authorization from the COUNTY.
- B. County shall Compensate Consultant for all services detailed in Exhibit A, Task 6 –on a cost plus fixed fee basis amount of Three Hundred One Thousand Nine Hundred Seventy-one Dollars (\$301,971). Payment shall be made based upon actual time and expenses as approved by the COUNTY based upon the rates included in the Construction Administration Services Cost Breakdown.

**2. PAYMENT**

Payment will be made monthly on presentation of an invoice and supporting documentation (i.e. time sheets, reimbursables, etc.) to the Department of Airports for services actually performed against the Scope of Work and Services detailed in EXHIBIT "A" and as outlined under Fees above. Separate invoices are to be submitted for each Fee item. Payment will be processed within 30 days from receipt of the invoice and supporting documentation by the Department of Airports, or within 10 days from receipt of the Department of Airports approved invoice by the Auditor-Controller's office.

END OF EXHIBIT C

-----





**EXHIBIT D  
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 DEPARTMENT OF AIRPORTS (COUNTY) and JVIATION, a WOOLPERT COMPANY (CONSULTANT).

It is understood by the COUNTY and the Consultant that the FAA is not a part of this Agreement 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.

\*\*\*\*\*

**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:
- 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 products
3. 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 nonresponsive determination may results 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 furnish US domestic product for any waiver request that the FAA rejects.
5. 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:

- a) 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 nondomestic products in their entirety)

**AEA 22-09  
CONTRACT**

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) 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.

Date

Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
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:



**AEA 22-09  
CONTRACT**

1. To the 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 nonresponsive 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
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.

**AEA 22-09  
CONTRACT**

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 Nondiscrimination 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 Nondiscrimination 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 nondiscrimination 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);

**AEA 22-09  
CONTRACT**

- 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 et seq).

**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;

**AEA 22-09  
CONTRACT**

- 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



**AEA 22-09  
CONTRACT**

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.

| <b>Requirement</b>                            | <b>Federal Agency with Enforcement Responsibilities</b> |
|-----------------------------------------------|---------------------------------------------------------|
| 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.



**AEA 22-09  
CONTRACT**

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:

**AEA 22-09  
CONTRACT**

- 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.

**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: \_\_\_\_\_ Executed at (city/state): \_\_\_\_\_

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.

\_\_\_\_\_  
Signature / Title (Company Representative)



# EXHIBIT 2 - LOCATION MAP



## FY 2022 PROJECTS

1. RECONSTRUCT TAXIWAY CONNECTORS A, B, C, D, AND E



**COUNTY of VENTURA**  
Department of Airports

**JVIATION®**  
A WOOLPERT COMPANY

720 S Colorado Blvd • Suite 1200-S • Glendale, Colorado 80246  
Phone: 303.524.3030 • Fax: 303.524.3031  
• jvation.com •

OXNARD AIRPORT  
OXNARD, CA  
ACIP - FEDERAL FISCAL YEAR 2021

DATE: MARCH 5, 2021

SHEET 1 OF 6

EXHIBIT 2



# COUNTY of VENTURA

## Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

[www.ventura.org/airports](http://www.ventura.org/airports)

September 8, 2022

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

**Subject: Receive and File Report on Potential Development of Two Aviation Parcels at Oxnard Airport**

**Recommendation:**

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

Receive and file a report on potential development of a 5-acre parcel by Fly 805, LLC, and a 7-acre parcel by Urban Air Mobility, LLC, at the Oxnard Airport.

**Fiscal/Mandates Impact:**

Staff will be working with the two developers' personnel and consultants, other County agencies and County Counsel's office to negotiate and potentially lease and develop the 5- and 7-acre parcels at the Oxnard Airport. It is anticipated that any revenue from the existing users located in these areas will continue until construction commences.

**Discussion:**

Oxnard Airport has available area for new aviation related commercial and storage hangar development, and current and future market demand for commercial aviation space and aircraft storage is strong. Existing tenant Aspen Helicopters desires to expand its facilities and the Department of Airports supports that intention.

On April 4, 2022, the Department of Airports solicited bids for development of two aviation parcels at the Oxnard Airport: one 5-acre and one 7-acre parcel (Exhibit 1). The solicitation was sent to all existing FBO tenants and aviation businesses at both airports, our aviation consultants, parties who had previously expressed interest in development at the airports, existing airport businesses and development firms in the Southern California area (Burbank, Long Beach, Van Nuys, Santa Maria, Santa Barbara) and provided to airport organizations for advertisement to their membership and associates.

The Department of Airports received two proposals for the 5-acre site and one proposal for the 7-acre site, and a development group was selected for each site: Fly 805, LLC (which includes Aspen Helicopters) for the 5-acre site and Urban Air Mobility, LLC for the 7-acre site. Conceptual layouts of both developments are included in Exhibit 2.

The Department of Airports intends to initiate lease negotiations for development of these two locations with Fly 805, LLC and Urban Air Mobility, LLC. If those negotiations are successful, and after all appropriate environmental clearances are obtained, the Department will then seek Board approval for long-term leases at a later date.

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4200.



KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachments:

Exhibit 1 – Solicitation for Development of Aviation Property  
Exhibit 2 – Conceptual Layouts



**SOLICITATION FOR DEVELOPMENT OF AVIATION PROPERTY  
OXNARD AIRPORT, OXNARD, CA**

April 4, 2022

**TO ALL INTERESTED PARTIES:**

The Ventura County Department of Airports is soliciting interested parties to lease and develop two sites at the Oxnard Airport: 1) an approximate 5.0-acre parcel west of the Oxnard Airport terminal ("Location 1") and an approximate 7.0-acre parcel situated on the main aircraft apron. ("Location 2") generally as shown in **Figure 1**.

Oxnard Airport is owned by Ventura County and operated by the Ventura County Department of Airports. Oxnard lies 1-1/2 miles east of the Pacific coastline, located on 216 acres of land in the NW portion of the City of Oxnard. Under the planning jurisdiction of Ventura County, the sites have ample outside-the-fence parking, access from 5<sup>th</sup> street (4 lane divided roadway) and are located within 3.5 miles of Highway 101.

**Oxnard Airport Highlights**

- Runway Length: RWY 7/25 - 5,953' x 100'
- Runway Strength: 50,000 SWG; 70,000 DWG
- Full Parallel Taxiway
- Instrument Landing System
- FAR Part 139 Operating Certificate
- Federal Contract Air Traffic Control Tower
- Two Full FBOs: Golden West Aviation, Aspen Helicopters

If you are interested in providing aviation development, please submit a Letter of Interest by **2:00 PM on Friday, May 6, 2022** to:

Ventura County Department of Airports  
555 Airport Way, Suite B  
Camarillo, CA 93010  
ATTN: Keith Freitas, Director of Airports

Letters of Interest may specify one of the parcels or both but must be an aviation-related use. Letters must identify the proposed use and approximate project size. If more than one letter of interest is received, criteria for further evaluation & information will be requested from all parties. If you have any further questions, please contact Madeline Herrle, Lease Manager at (805) 388-4243.

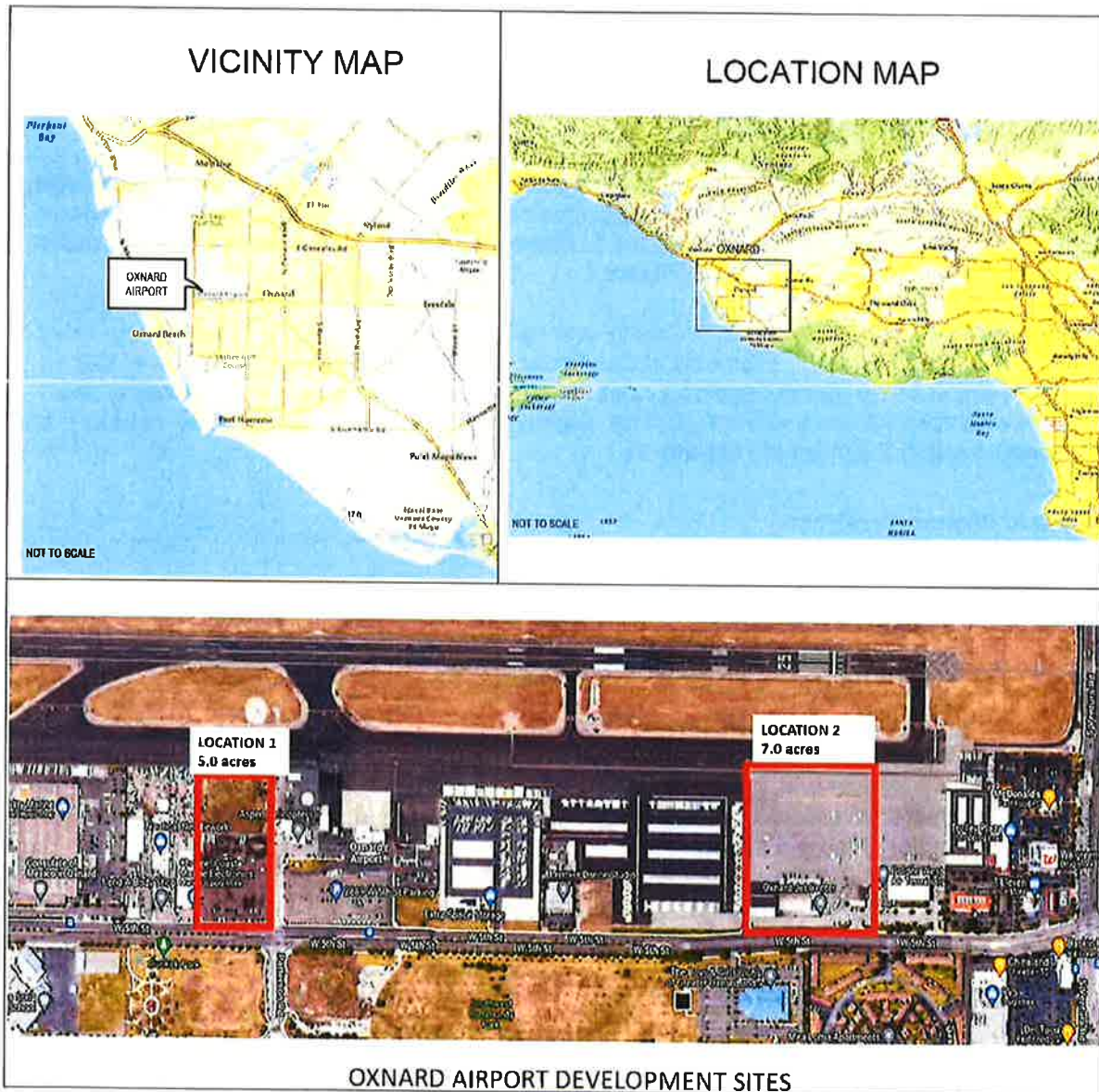
Sincerely,



Keith Freitas, A.A.E., C.A.E.  
Director of Airports

**EXHIBIT 1**

**Figure 1 - Project Location**



# FLY805

A Collaboration of Aviation-Related Businesses  
Oxnard Airport, California

This rendering of the 5th Street building façade takes into account proposed building locations, parking, landscape and hardscape areas.

Development of this multi-tenant, mixed-use project will include an emphasis on net-zero energy by including high-efficiency HVAC and lighting throughout all buildings while installing solar power on the building's south facing roofs. The buildings will include an attempt to utilize renewable and eco-friendly materials on the interior and exterior, while the light gauge metal frames of these structures will be sourced utilizing recycled steel.



## EXHIBIT 2



## RENDERINGS: 7 ACRE SITE



**PRELIMINARY CONCEPT ONLY:** This design is based on the limited information on the site made available to the design team, with no in depth review with end users, stakeholders and authorities having jurisdiction. Further review of these, final project requirements, economic considerations and existing field conditions will lead to further evolution / refinement of this design



# COUNTY *of* VENTURA

## Department of Airports

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

September 8, 2022

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

**Subject: Approval of Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports**

**Recommendation:**

Approve Voluntary Noise Abatement Procedure Pilot Guides for Camarillo and Oxnard Airports.

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

**Discussion:**

In April 2022, Department of Airports (Department) staff provided a draft Oxnard Airport Pilot Guide for review and input. Pilot Guides are an important element of the Voluntary Noise Abatement Program for both Camarillo and Oxnard Airports. The Department seeks to improve the type and quality of useful information provided to our stakeholders through multiple channels. For over the past year, the Department has been making continual improvements to the website and other electronic media, directly engaging with stakeholders, adding ways to contact the Department regarding noise issues, and improving written communication documents.

Based on feedback received to date, Coffman Associates has prepared Pilot Guides for both Camarillo and Oxnard Airports, which are provided in Exhibits 1 and 2. These updated Pilot Guides reflect an accurate graphical and textual representation of the Airport traffic patterns, enhanced depictions of noise sensitive areas, new reference to a right traffic pattern for Runway 25 at Oxnard Airport, and other updated information useful to pilots and others looking for a convenient reference guides for Camarillo and Oxnard Airports.

In the period since prior drafts were presented to your board for input in July, Staff have distributed drafts to FBOs, flight schools, Air Traffic Control, and pilot associations at both airports for their review and input. The attached Exhibits reflect all input and direction received, which combines with prior guidance from the Aviation Advisory Commission, the Camarillo/Oxnard Airport Authorities, as well as prior coordination with representatives of neighboring communities of Oxnard Airport. In the coming months, staff will be distributing these guides and working closely with all stakeholders as an element of our overall program to address noise issues.

If you have any questions regarding this item, please call Dave Nafie at 388-4201, or me at 388-4200.

A handwritten signature in blue ink, appearing to read 'Keith Freitas', with a stylized, cursive script.

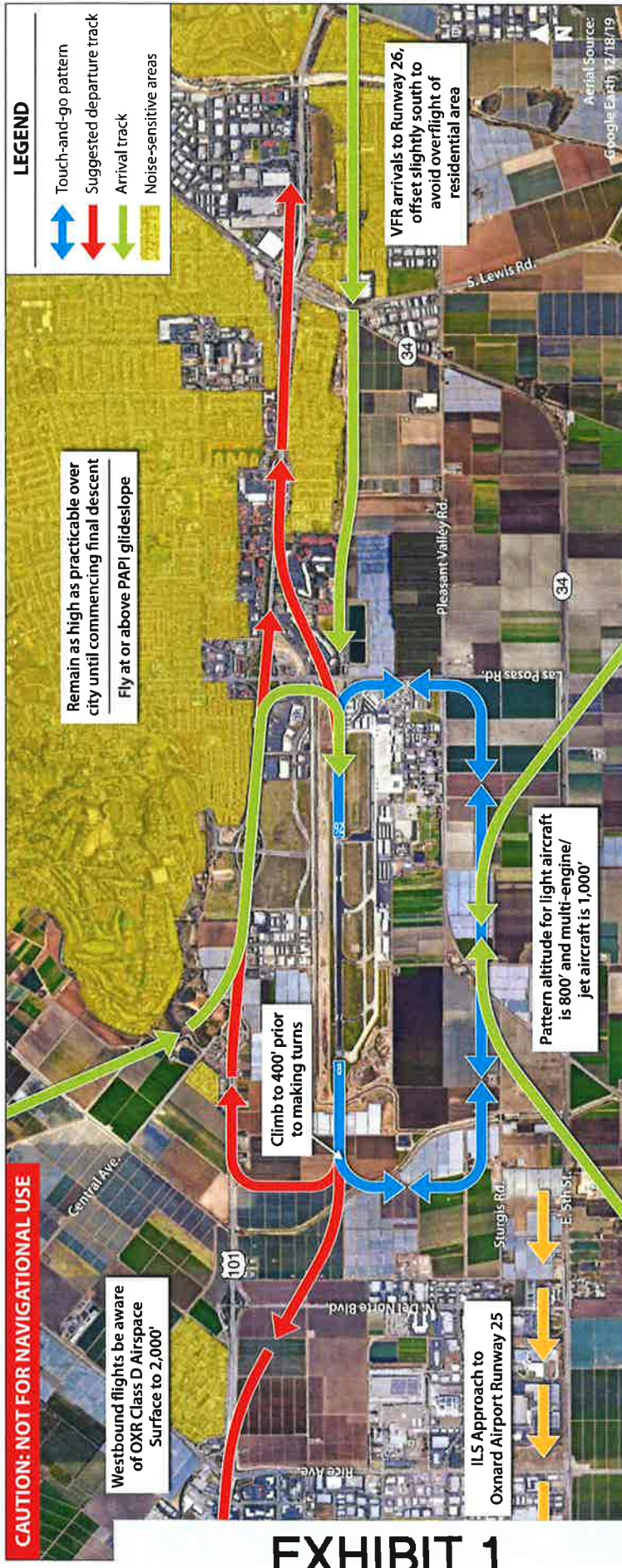
KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachments:

- Exhibit 1 – FINAL Voluntary Noise Abatement Pilot Guide for Camarillo Airport
- Exhibit 2 – FINAL Voluntary Noise Abatement Pilot Guide for Oxnard Airport



# CAMARILLO AIRPORT FLY FRIENDLY PROGRAM



## EXHIBIT 1

121

### RECOMMENDED VOLUNTARY NOISE ABATEMENT PROCEDURES:

The airport environs are noise-sensitive in all quadrants. Aircraft operators are requested to practice noise abatement fly quiet procedures whenever possible consistent with safety.

- No aircraft departures between 0000-0500 without prior approval from the Airport Director.
- Remain as high as practicable over residential areas during overflight, approaches, and departures.
- Use best rate of climb when departing any runway.
- No formation takeoffs or landings without prior permission from the Airport Director.
- Utilize low energy approaches.
- North traffic fly downwind over Highway U.S. 101.
- Fly at or above PAPI glide slope on final approach.

- When departing Runway 8, use best rate of climb and when altitude permits turn so as to avoid residential overflight before proceeding on course.
- When the control tower is closed, arrivals to Runway 8 should plan RIGHT downwind to avoid overflight of city.
- Exercise extreme caution when departing Runway 8 due to opposite direction instrument approach traffic.
- Runway 8 arrivals use RIGHT traffic to avoid overflight of the City.
- Late night arrivals use GPS Runway 8 approach when wind, weather, and safety permit.
- Runway 8 departure to the east fly over Highway U.S. 101
- When departing Runway 26, remain on runway heading until beyond the departure end of runway and reaching 400' before proceeding on course.

- When flying straight-in visual approaches to Runway 26, remain at or above PAPI glide path and avoid overflight of noise-sensitive areas north of extended centerline.
- Aircraft should depart on Runway 26 when practicable.
- Follow all ATC instructions.
- Aircraft over published runway weight limit shall contact airport administration for approval and instructions.
- No aircraft operations allowed by aircraft weighing over 115,000 pounds except for emergencies.

**Compliance with recommended noise abatement procedures is encouraged. No procedure should be allowed to compromise flight safety.**



# CAMARILLO AIRPORT FLY FRIENDLY PROGRAM

## LOCATION:

FAA Identification: CMA  
Lat/Long: 34-12.825000N 119-05.661667W  
Proximity to Camarillo: 3 miles west of city  
Field elevation: 77'  
Runway 08-26: 6,010' x 150'

## TRAFFIC PATTERN ALTITUDES:

Light Aircraft - 800'  
Multi-engine/Jet Aircraft - 1,000'

## COMMUNICATIONS:

CTAF: 128.20 (Pilot Controlled Lighting)  
ATIS: 126.02  
Camarillo Ground Control: 121.8  
Camarillo Tower: 128.20 (7:00 a.m. - 9:00 p.m.)  
Point Mugu App/Dep Control: 124.7  
Los Angeles Center: 135.5  
Santa Barbara RCAG: 327.1  
ASOS: 126.025 (ATIS freq.)  
CMA VOR (on field): 115.8

## LANDING FEE:

Landing fees apply to aircraft over 12,500 lbs.

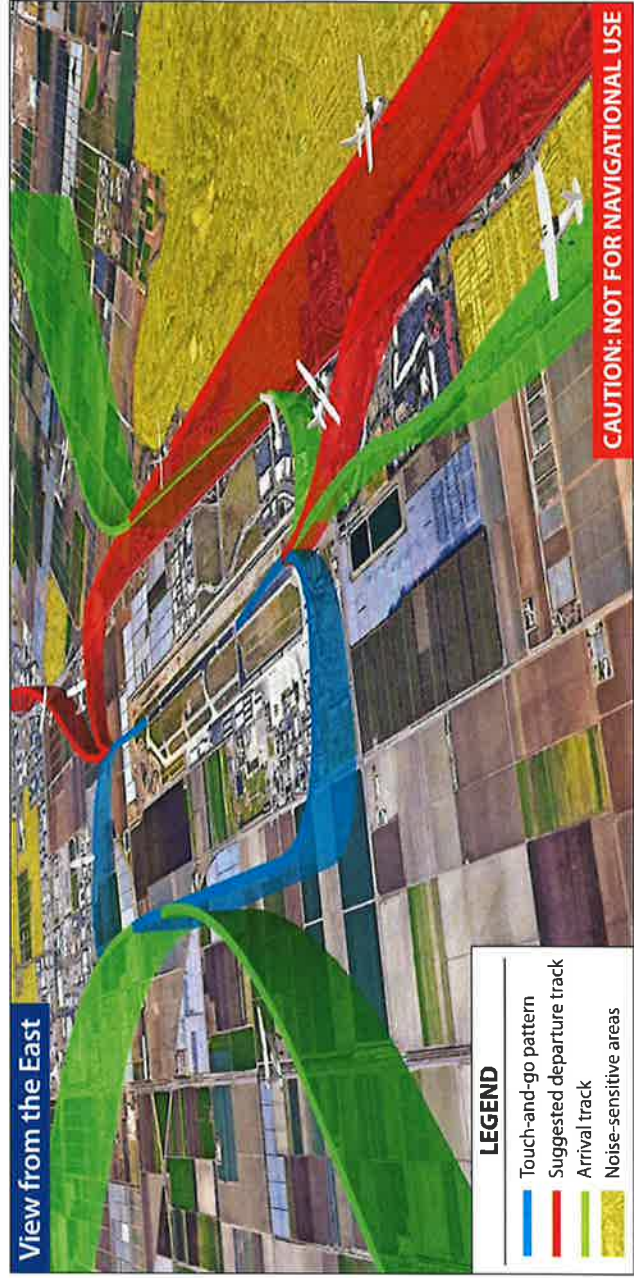
## AIRPORT SERVICES:

### Full Service FBOs:

- **Avex Aviation** (805) 603-4799  
AVFuel: 100LL and Jet A
- **AIR 7** (805) 383-1100  
AVFuel: 100LL and Jet A
- **Channel Islands Aviation** (805) 987-1301  
AVFuel: 100LL and Jet A
- **Sun Air Jets** (805) 389-9301  
AVFuel: 100LL, Jet A, and SAF



View from the West



View from the East

### LEGEND

- Touch-and-go pattern
- Suggested departure track
- Arrival track
- Noise-sensitive areas

CAUTION: NOT FOR NAVIGATIONAL USE





# OXNARD AIRPORT FLY FRIENDLY PROGRAM

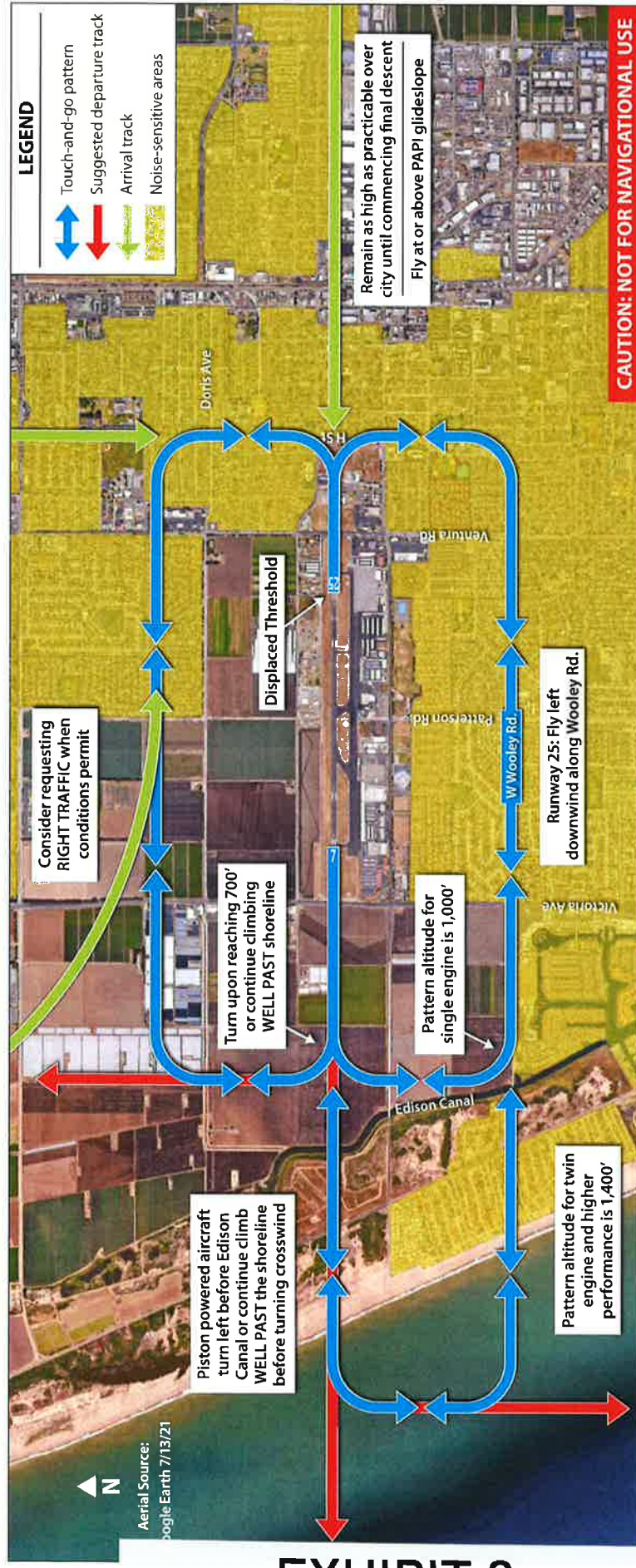


EXHIBIT 2  
123

## RECOMMENDED VOLUNTARY NOISE ABATEMENT PROCEDURES:

The airport environs are noise-sensitive in all quadrants. Aircraft operators are requested to practice noise abatement fly quiet procedures whenever possible consistent with safety.

- Please limit consecutive touch-and-go operations to no more than three. Additional pattern work in the same flight should conduct full stop-taxi backs.
- Voluntary curfew - ALL operations - 11:00 p.m. to 6:00 a.m.
- Older/louder turbojet aircraft are requested to avoid use of the airport
- Remain as high as practical over residential areas during overflight, approaches, and departures.
- Use best rate of climb when departing any runway.

- No touch-and-go's or stop-and-go's between 8:00 p.m. and 7:00 a.m. (8:00 am on weekends).
- No formation takeoffs or landings without prior permission from the Airport Director.
- No high power engine run-ups for maintenance between 7:00 p.m. and 7:00 a.m.
- Late night arrivals use GPS Runway 7 approach when wind, weather, and safety permit.
- Use extreme caution when departing Runway 7 due to opposite direction instrument approach traffic.
- Southbound departures off Runway 25 by piston powered (less than 12,500 lbs.) aircraft, after reaching 700'; turn left past the runway end and before the Edison Canal, or continue to climb WELL PAST the shoreline.

- Exercise extreme caution on Runway 25 due to Camarillo traffic and instrument approaches being conducted to Oxnard's Runway 25.
- Straight-in arrivals on Runway 25: cross the Camarillo Airport at or above 2000' and remain as high as practical over the city until commencing final descent.
- No departures on Runway 7 from midfield intersection (Taxiway C).
- Runway 25 Pattern: requesting right traffic will reduce overflight of noise sensitive areas. Follow all ATC instructions.

**Compliance with recommended noise abatement procedures is encouraged. No procedure should be allowed to compromise flight safety.**



# OXNARD AIRPORT FLY FRIENDLY PROGRAM

## LOCATION:

FAA Identification: OXR  
Lat/Long: 34-12-02.9050N 119-12-26.0150W  
Proximity to Oxnard: 1 mile west of city  
Field elevation: 44.8'  
Runway 07-25: 5,953' x 100'  
(Runway 25 displaced threshold 453')

## TRAFFIC PATTERN ALTITUDES:

Single Engine Aircraft - 1,000'  
Multi-engine/Turbine Aircraft - 1,400'

## COMMUNICATIONS:

CTAF: 134.95 (Pilot Controlled Lighting)  
ATIS: 118.05  
Oxnard Ground Control: 121.9  
Oxnard Tower: 134.95 (7:00 a.m. - 9:00 p.m.)  
Point Mugu App/Dep Control: 124.7  
Los Angeles Center: 135.5  
Santa Barbara RCAG: 327.1  
ASOS: Phone (805) 382-0592  
Nearest NAVAID: CMA VOR 115.8, 067°/5.2 DME  
ILS-Runway 25: 108.7

## LANDING FEE:

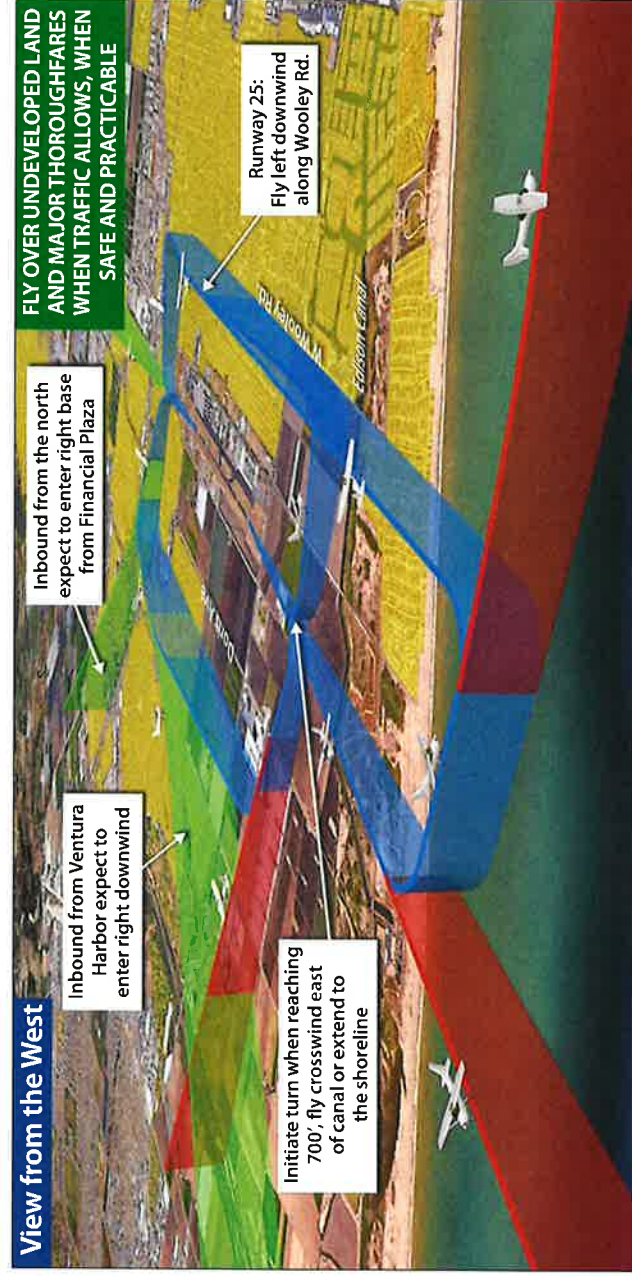
Landing fees apply to aircraft over 12,500 lbs.

## AIRPORT SERVICES:

Full Service FBOs:  
• **Oxnard Jet Center** (805) 985-2490  
AVFuel: 100LL and Jet A  
• **Golden West Jet Center** (805) 382-9333  
AVFuel: 100LL and Jet A



## View from the West



**FLY OVER UNDEVELOPED LAND AND MAJOR THOROUGHFARES WHEN TRAFFIC ALLOWS, WHEN SAFE AND PRACTICABLE**

## View from the East



### LEGEND

- Touch-and-go pattern
- Suggested departure track
- Arrival track
- Noise-sensitive areas

**CAUTION: NOT FOR NAVIGATIONAL USE**



# COUNTY of VENTURA

## Department of Airports

### MONTHLY ACTIVITY REPORT

Month ending June 30, 2022

#### Hangars and Tie-downs:

| Camarillo                    |     |     |    | Oxnard                       |     |     |    |
|------------------------------|-----|-----|----|------------------------------|-----|-----|----|
| Inventory Occupied Available |     |     |    | Inventory Occupied Available |     |     |    |
| <b>Hangars</b>               |     |     |    | <b>Hangars</b>               |     |     |    |
| Private                      | 170 | 170 | 0  | Private                      | 79  | 79  | 0  |
| County                       | 160 | 160 | 0  | County                       | 66  | 61  | 5  |
| Out of Service               | 16  | 0   | 0  | Out of Service               | 6   | 0   | 0  |
| Total                        | 346 | 330 | 0  | Total                        | 151 | 140 | 5  |
| <b>Tie-downs</b>             |     |     |    | <b>Tie-downs</b>             |     |     |    |
| County                       | 96  | 56  | 40 | County                       | 7   | 1   | 6  |
| AVEX                         | 25  | 18  | 7  | Goldenwest Jet Center        | 15  | 11  | 4  |
| Channel Island Aviation      | 35  | 30  | 5  | Oxnard Jet Center            | 8   | 6   | 2  |
| Visitor                      | 35  |     |    | Visitor                      | 11  |     |    |
| Total                        | 191 | 104 | 52 | Total                        | 41  | 18  | 23 |

#### Airport Operations:

#### Aircraft Incidents:

|                            | Camarillo | Oxnard |                                                                        | Camarillo | Oxnard |
|----------------------------|-----------|--------|------------------------------------------------------------------------|-----------|--------|
| Current year for the month | 17,062    | 5,894  | Current Month                                                          | 2         | 0      |
| Last year for the month    | 14,801    | 6,932  | Current year to date                                                   | 22        | 4      |
| % Change                   | 15%       | -15%   | Bonanza Damage to prop and cowling in flight<br>Cirrus Flat Tire TWY B |           |        |
| Current year to date       | 95,815    | 46,897 |                                                                        |           |        |
| Last year to date          | 83,236    | 45,949 |                                                                        |           |        |
| % Change                   | 15%       | 2%     |                                                                        |           |        |

#### Other:

|                                              | Camarillo | Oxnard |
|----------------------------------------------|-----------|--------|
| Airside Citations Issued                     | 0         | 0      |
| Landside Citations issued                    | 1         | 4      |
| Cards issued to transient overnight aircraft | 16        | 3      |
| Noise/nuisance complaints                    | 59        | 193    |
| Other aircraft ** (Estimate)                 | 120       | 15     |
| Hangar Waiting List                          | 20        | 1      |

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





# COUNTY of VENTURA

## Department of Airports

### MONTHLY ACTIVITY REPORT

Month ending July 31, 2022

#### Hangars and Tie-downs:

| Camarillo               |     |           |          | Oxnard                |     |     |           |          |           |
|-------------------------|-----|-----------|----------|-----------------------|-----|-----|-----------|----------|-----------|
|                         |     | Inventory | Occupied | Available             |     |     | Inventory | Occupied | Available |
| Hangars                 |     |           |          | Hangars               |     |     |           |          |           |
| Private                 | 170 | 170       | 0        | Private               | 79  | 79  | 0         |          |           |
| County                  | 160 | 160       | 0        | County                | 66  | 61  | 5         |          |           |
| Out of Service          | 16  | 0         | 0        | Out of Service        | 6   | 0   | 0         |          |           |
| Total                   | 346 | 330       | 0        | Total                 | 151 | 140 | 5         |          |           |
| Tie-downs               |     |           |          | Tie-downs             |     |     |           |          |           |
| County                  | 96  | 56        | 40       | County                | 7   | 1   | 6         |          |           |
| AVEX                    | 25  | 18        | 7        | Goldenwest Jet Center | 15  | 11  | 4         |          |           |
| Channel Island Aviation | 35  | 30        | 5        | Oxnard Jet Center     | 8   | 6   | 2         |          |           |
| Visitor                 | 35  |           |          | Visitor               | 11  |     |           |          |           |
| Total                   | 191 | 104       | 52       | Total                 | 41  | 18  | 23        |          |           |

#### Airport Operations:

#### Aircraft Incidents:

|                            | Camarillo | Oxnard |                               | Camarillo | Oxnard |
|----------------------------|-----------|--------|-------------------------------|-----------|--------|
| Current year for the month | 16,786    | 6,120  | Current Month                 | 4         | 2      |
| Last year for the month    | 16,486    | 7,170  | Current year to date          | 26        | 6      |
| % Change                   | 2%        | -15%   | CMA - Gear collapse on runway |           |        |
| Current year to date       | 111,428   | 53,017 | CMA - Flat tire on runway     |           |        |
| Last year to date          | 99,722    | 53,119 | CMA - Precautionary landing   |           |        |
| % Change                   | 12%       | 0%     | CMA - Flat tire on taxiway    |           |        |

OXR - Crash into east airport fence

OXR - Flat tire on runway

#### Other:

|                                              | Camarillo | Oxnard |
|----------------------------------------------|-----------|--------|
| Airside Citations Issued                     | 0         | 0      |
| Landside Citations issued                    | 0         | 1      |
| Cards issued to transient overnight aircraft | 12        | 2      |
| Noise/nuisance complaints                    | 7         | 134    |
| Other aircraft ** (Estimate)                 | 120       | 15     |
| Hangar Waiting List                          | 21        | 1      |

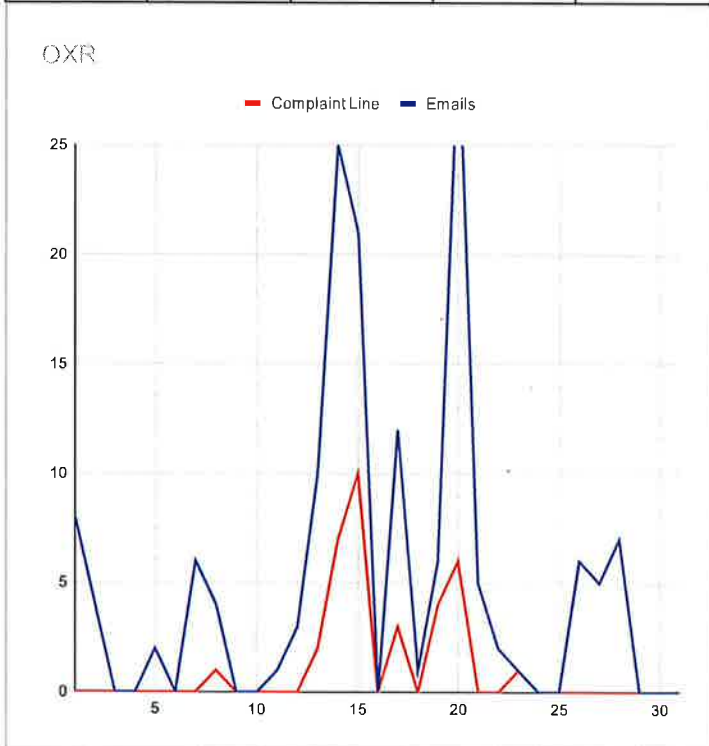
\*\* Includes approximate number of aircraft occupying space in both large and small hangars by agreement with lessee or licensee



### Ventura County Noise Complaints - June 2022

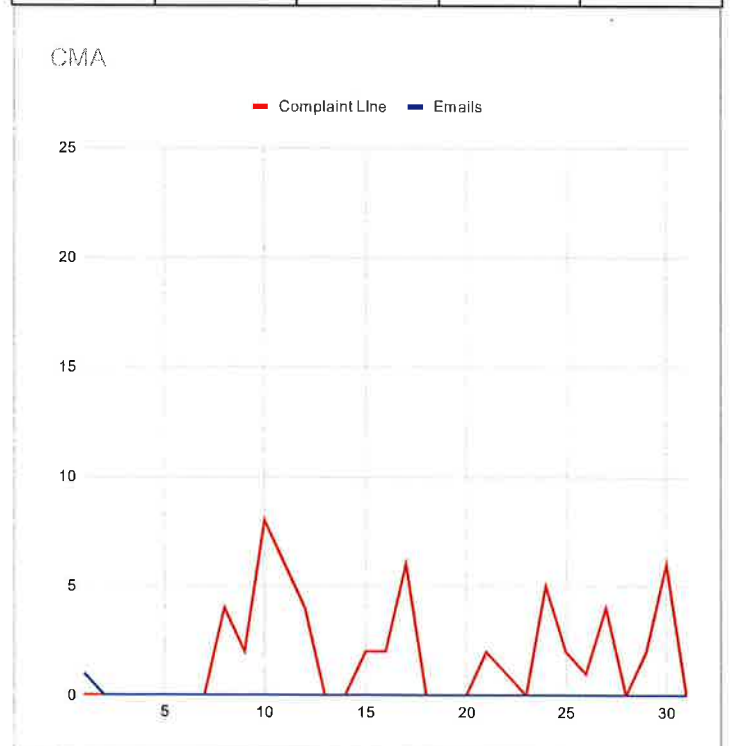
#### OXR

| Total Contacts Logged | Recieved from Complaint Line | Emailed Complaints | Batch Email Complaints | Total Deviations from VNAP** |
|-----------------------|------------------------------|--------------------|------------------------|------------------------------|
| 193                   | 34                           | 159                | 0                      | 191                          |



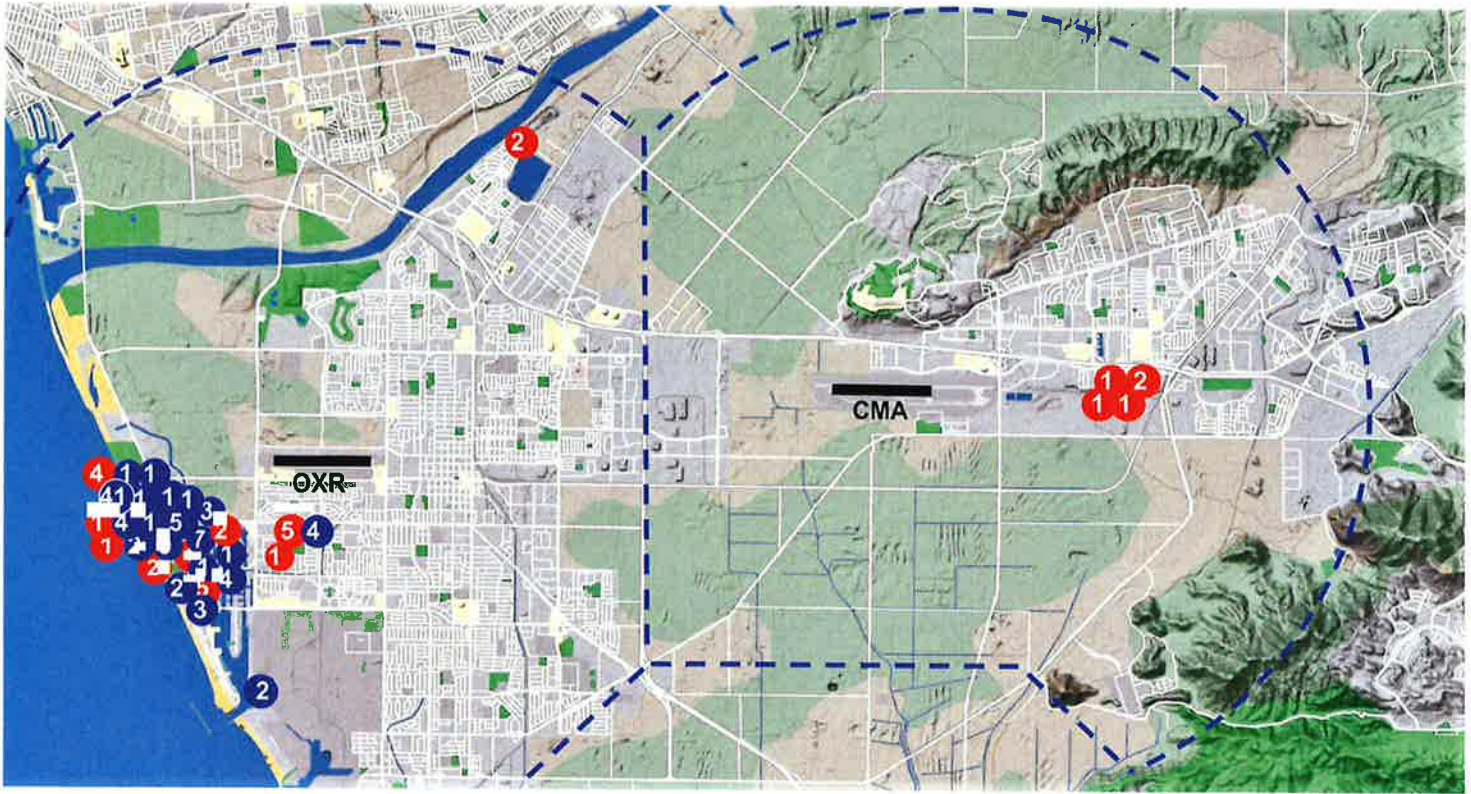
#### CMA

| Total Contacts Logged | Recieved from Complaint Line | Emailed Complaints | Batch Email Complaints | Total Deviations from VNAP** |
|-----------------------|------------------------------|--------------------|------------------------|------------------------------|
| 58                    | 57                           | 1                  | 0                      | 5                            |



\*\* Voluntary Noise Abatement Procedures





### Ventura County Noise Complaints - July 2022

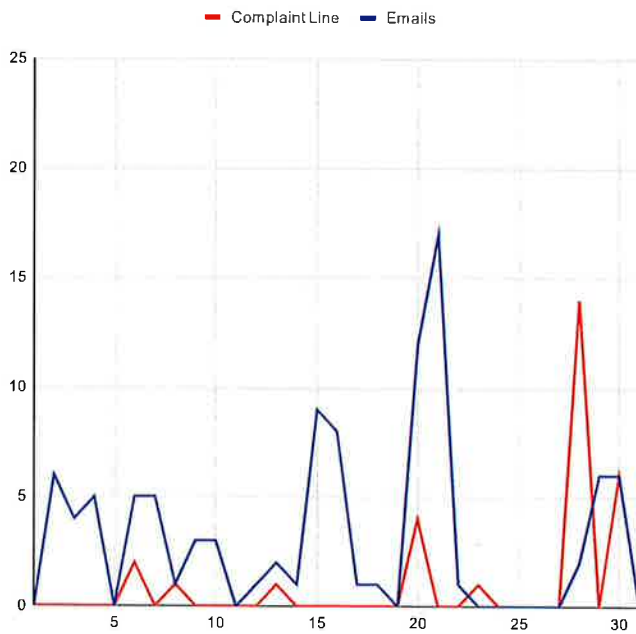
#### OXR

| Total Contacts Logged | Recieved from Complaint Line | Emailed Complaints | Batch Email Complaints | Total Deviations from VNAP** |
|-----------------------|------------------------------|--------------------|------------------------|------------------------------|
| 128                   | 29                           | 99                 | 0                      | 116                          |

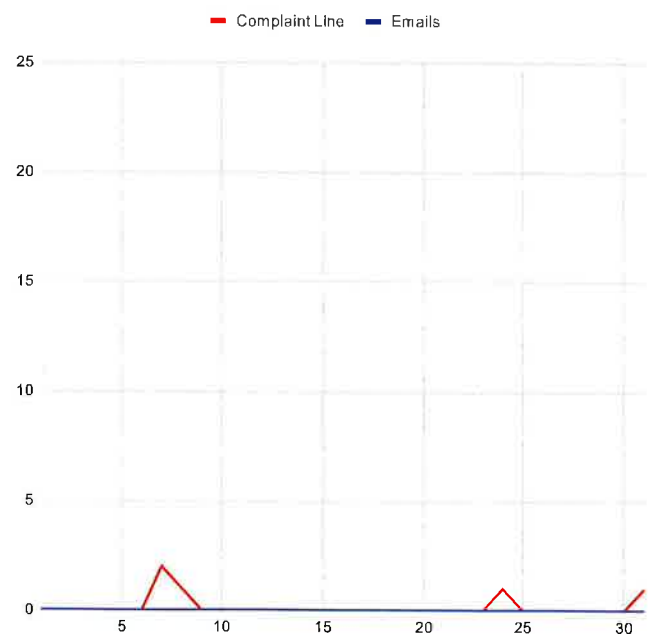
#### CMA

| Total Contacts Logged | Recieved from Complaint Line | Emailed Complaints | Batch Email Complaints | Total Deviations from VNAP** |
|-----------------------|------------------------------|--------------------|------------------------|------------------------------|
| 5                     | 5                            | 0                  | 0                      | 5                            |

#### OXR



#### CMA



\*\* Voluntary Noise Abatement Procedures

# DRAFT FOR REVIEW - 9/2022

## Camarillo Airport Noise Report

Year: 2022  
Month: July

### Complaints by Location

East Neighborhoods  
North Neighborhoods  
Other/Unspecified

**Total**

| Callers  | Complaints |
|----------|------------|
| 4        | 5          |
| 0        | 0          |
| 0        | 0          |
| <b>4</b> | <b>5</b>   |

### Complaints by Type of Operation

Takeoff/Departure  
Landing/Arrival  
Traffic Pattern  
Unspecified

|   |
|---|
| 0 |
| 5 |
| 0 |
| 0 |

### Complaints by Type Aircraft

Single Engine Piston  
Multi Engine Piston  
Turboprop  
Turbo Jet  
Other/Unspecified

|   |
|---|
| 0 |
| 0 |
| 0 |
| 5 |
| 0 |

### Complaints by Time of Day

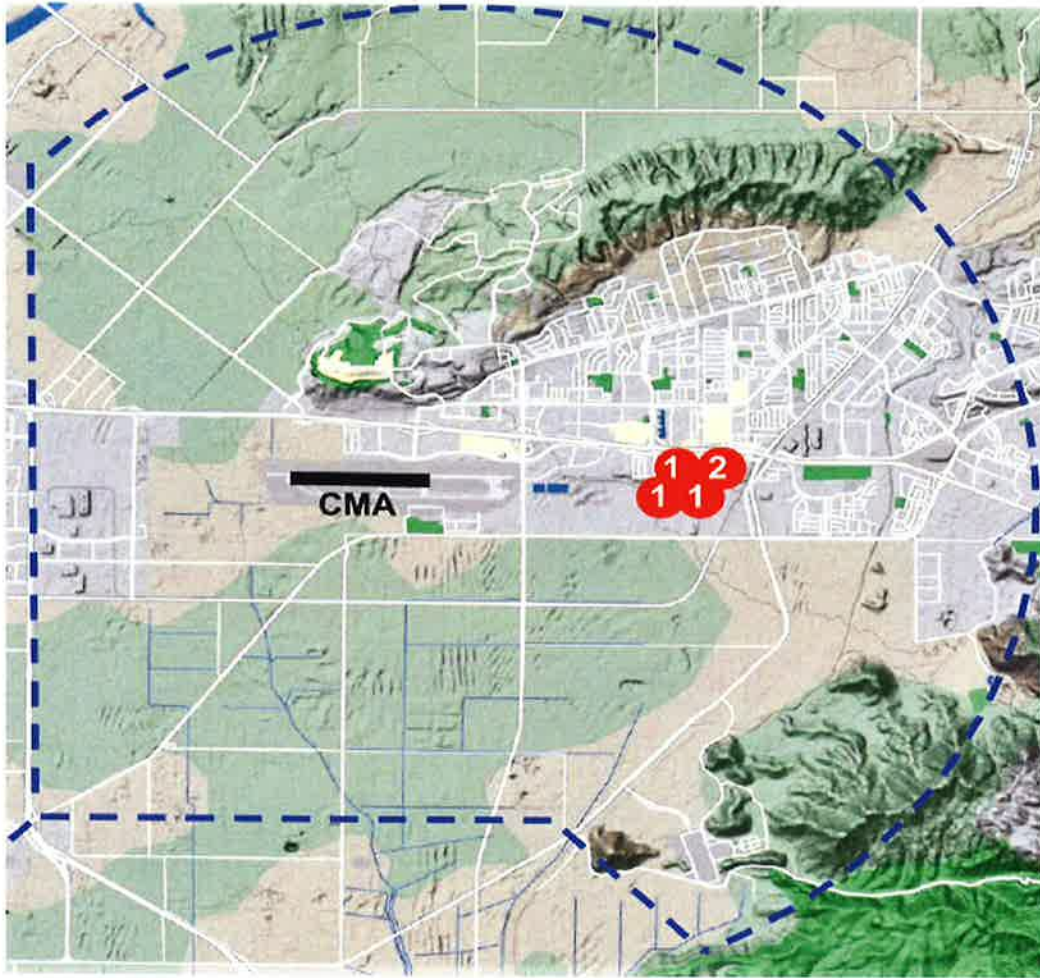
5am - 12pm  
12pm - 12am  
12am - 5am

|               |
|---------------|
| Not collected |
| Not collected |
| Not collected |

### Staff Investigation/Follow Up

Deviations from VNAP  
Contacts Made (Calls/Emails/Letters)

|     |
|-----|
| 5   |
| TBD |





## Oxnard Airport Noise Report

|        |      |
|--------|------|
| Year:  | 2022 |
| Month: | July |

### Complaints by Location

West of Victoria & South of 5th St. (Channel Islands, Oxnard Shores, Seabridge, etc.)  
 South Neighborhoods (Via Marina, etc)  
 East Neighborhoods  
 North Neighborhoods  
 Other/Unspecified

**Total**

| Callers   | Complaints |
|-----------|------------|
| 27        | 106        |
| 3         | 10         |
| 0         | 0          |
| 0         | 0          |
| 12        | 12         |
| <b>42</b> | <b>128</b> |

### Complaints by Type of Operation

Takeoff/Departure  
 Landing/Arrival  
 Traffic Pattern  
 Unspecified

|     |
|-----|
| 0   |
| 0   |
| 126 |
| 2   |

### Complaints by Type Aircraft

Single Engine Piston  
 Multi Engine Piston  
 Turboprop  
 Turbo Jet  
 Other/Unspecified

|     |
|-----|
| 128 |
| 0   |
| 0   |
| 0   |
| 0   |

### Complaints by Time of Day

5am - 12pm  
 12pm - 9pm  
 9pm - 5am

|               |
|---------------|
| Not collected |
| Not collected |
| Not collected |

### Staff Investigation/Follow Up

Deviations from VNAP  
 Contacts Made (Calls/Emails)

|     |
|-----|
| 116 |
| TBD |





**JUNE 2022**

## **CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT**

Note: Per direction from airport staff, the Consultant was advised to pause the Master Plan study as of May 25, 2021. Certain study elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process.

### **Status Update:**

- The AGIS survey is ongoing and includes tasks associated with project management, FAA AGIS coordination, field-survey coordination, mapping/obstruction surveys, and uploading survey data into the FAA ADIP portal.
- The preparation of biological and cultural resource evaluations continues. The Subconsultant associated with the environmental surveys has coordinated with airport staff to re-start work associated with these surveys.
- The FAA approved the re-designation of the Master Plan study to an ALP Update/Narrative Report per a letter to airport staff dated May 20, 2022.
- The Consultant has provided airport staff with the revised scope of services, cost proposal, and project schedule for the ALP Update/Narrative Report.
- The Consultant has assisted airport staff with the preparation of a PowerPoint presentation that discusses the change from a Master Plan to ALP Update/Narrative Report and next steps regarding the process.

### **Upcoming Action Items:**

- The Consultant will be working to get started on the ALP Update/Narrative Report in the coming weeks pending direction from airport staff.

**Project Percent Complete:** Pending project NTP.

## **CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY**

### **Status Update:**

- A Subconsultant submitted the draft Drainage Study to airport staff for internal review on June 10, 2022.

### **Upcoming Action Items:**

- Follow-up with the Subconsultant regarding the draft Drainage Study.

**Project Percent Complete:** The project is 67.8 percent complete through June 2022.

## **OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT**

### **Status Update:**

- The FAA conditionally approved the ALP Drawing Set in a letter dated February 14, 2022.

- Electronic copies of the signed/approved ALP Drawing Set have been distributed to the FAA and airport staff.
- The Consultant has delivered hard copies of the Final Narrative Reports (3) and signed/approved ALP Drawing Sets (3) to airport staff.

**Upcoming Action Items:**

- N/A – Project is completed.

**Project Percent Complete:** The project is at 100 percent per Invoice #18MP01-24 dated July 6, 2021, for airport staff to coordinate with the FAA to close out the AIP grant.

## **ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 22-01)**

**Status Update:**

- The Consultant has revised pilot guides for Camarillo and Oxnard Airports and coordinated them with airport staff on June 29, 2020.

**Upcoming Action Items:**

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

**Project Percent Complete:** 26.7% of the not-to-exceed amount of \$100,000 has been completed through May 2022. I have not seen a generated invoice for the month of June, so the percent complete will need to be adjusted accordingly.



**JULY 2022**

## **CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT**

Note: Per direction from airport staff, the Consultant was advised to pause the Master Plan study as of May 25, 2021. Certain study elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process.

### **Status Update:**

- The AGIS survey is ongoing and includes tasks associated with project management, FAA AGIS coordination, field-survey coordination, mapping/obstruction surveys, and uploading survey data into the FAA ADIP portal.
- The preparation of biological and cultural resource evaluations continues.
- The FAA approved the re-designation of the Master Plan study to an ALP Update/Narrative Report per a letter to airport staff dated May 20, 2022.
- The Consultant has provided airport staff with the revised scope of services, cost proposal, and project schedule for the ALP Update/Narrative Report.

### **Upcoming Action Items:**

- The Consultant will be working to get started on the ALP Update/Narrative Report in the coming weeks pending direction from airport staff.

**Project Percent Complete:** Pending project NTP.

## **CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY**

### **Status Update:**

- A Subconsultant submitted the draft Drainage Study to airport staff for internal review on June 10, 2022.

### **Upcoming Action Items:**

- Follow-up with the Subconsultant regarding the draft Drainage Study.

**Project Percent Complete:** The project is 68.7 percent complete through July 2022.

## **ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 23-01)**

### **Status Update:**

- The Consultant reviewed plans associated with the APL hangar project per the request of airport staff.

### **Upcoming Action Items:**

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

**Project Percent Complete:** 0.2% of the not-to-exceed amount of \$200,000 has been completed through July 2022.



August 15, 2022

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

Re: Monthly Airport Project Status Update – June and July 2022

Dear Mrs. Powers,

Below is a summary of the tasks completed during the months of June and July 2022, by Jviation, for the Camarillo Airport:

**Conceptual Design for 2025 Runway/Taxiway Reconstruction (AIP Project No. 3-06-0339-039-2022)**

- Throughout the months of June and July, the County and Jviation discussed this project during coordination meetings on June 15 and 23 and July 14, 21, and 28, 2022.
- On June 1, 2, and 3, 2022, the County, Jviation, and Coffman Associates coordinated on this project. The FAA informed the County that a documented CATEX will be needed for this project and not an environmental assessment on June 1, 2022.
- On June 7, 2022, the County and Jviation reviewed the scope of work prepared by Jviation. Jviation submitted an updated scope of work to the County on June 8, 2022.
- On July 20, 2022, Jviation provided the County with a blank fee spreadsheet for their use with the independent fee estimate (IFE).
- On July 22 and 28, 2022, Jviation and the County coordinated on the airfield pavement areas to be designed with this project for reconstruction.
- **Upcoming:**
  - County executes the contract with Jviation for this project.

**Runway 8-26 and Taxiway A Pavement Improvements (Jviation Project No. CMA LOC 21-01)**

- Throughout the months of June and July, the County and Jviation discussed this project during coordination meetings on June 15 and 23 and July 14, 21, and 28, 2022.
- On June 7, 2022, the County requested Jviation prepare a couple of informational slides to present this project during the Airport Commission and Authority meetings in September 2022.
- On June 16, 2022, the County provided Jviation with information on pavement markings for Taxiway A that should be included in this project.
- **Upcoming:**
  - County executes the contract with Jviation for this project.

**Airport Pavement Management System (APMS) Update**

- Throughout the months of June and July, the County and Jviation discussed this project during coordination meetings on June 15 and 23 and July 14, 21, and 28, 2022.
- **Upcoming:**
  - Jviation will coordinate with subconsultants to assist with the completion of this project.

- Jviation will prepare a scope of work and will submit it to the County for review.

#### **Airport Capital Improvement Plan (ACIP) Update**

- There is no change in the status of this task from June and July 2022.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

#### **On-Call Services: Taxiway A Pavement Repairs**

- On June 20, 2022, the County requested Jviation to make a site visit to look at a pavement area on Taxiway A that is producing a lot of foreign object debris (FOD). Jviation made a site visit on June 21, 2022.
- On June 22, 2022, Jviation provided the County with a narrative describing options to repair the pavement area on Taxiway A.
- On June 23 and 27, 2022, Jviation and the County coordinated on the Taxiway A pavement area repairs.
- On June 29, 2022, the County, Jviation, and the Contractor (J&H Engineering General Contractors) met on-site to review the Taxiway A pavement area to be repaired and how the Contractor will access the site.
- On June 30 and July 1, 2022, Jviation was on-site overseeing the Taxiway A pavement area repairs. The Contractor completed the repairs on July 1, 2022.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

#### **On-Call Services: Miscellaneous**

- On July 19, 2022, the County requested Jviation to review the proposed asphalt mix being proposed by a contractor to repair a tenant ramp area. Jviation reviewed the proposed asphalt mix and provided a response to the County on July 20, 2022.
- On July 25 and 28, 2022, the County and Jviation coordinated on annual consulting services contract which will run from July 1, 2022, to June 30, 2023.

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

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.  
Project Manager

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports  
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mrs. Marisa Fluhr, Ms. Amanda Gross – Jviation,  
a Woolpert Company  
File

August 30, 2022

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

Re: Monthly Airport Project Status Update – June, July, and August 2022

Dear Mrs. Powers,

Below is a summary of the tasks completed during the months of June, July, and August 2022, by Jviation and our subconsultants for the Oxnard Airport:

**AIP Project No. 03-06-0179-038-2021 (Construction) – Runway 7-25 Reconstruction**

- Throughout the month of June, the County and Jviation discussed this project during coordination meetings on June 15 and 23, 2022.
- Throughout the month of June, Jviation and the County coordinated with the Prime Contractor, Sully-Miller, on construction closeout items and scheduling on-site punch list work items.
- On June 1, 2022, Jviation, the County, and Sully-Miller coordinated on an inspection to be completed by the Regional Water Quality Control Board for the Notice of Termination of the SWPPP.
- On June 6, 2022, Jviation, the County, and Regional Water Quality Control Board completed the inspection for the Notice of Termination of the SWPPP and no concerns were raised from the inspection.
- On June 13, 2022, Jviation informed Sully-Miller that the runway circuit is getting an “over voltage” error message which is believed to be caused by an open circuit. Jviation requested that Sully-Miller schedule an inspection of the runway circuit. Jviation also reminded Sully-Miller of the outstanding punch list items that still need to be completed before the final contractor pay application can be processed and retainage can be released.
- On June 22, 2022, Jviation and the County coordinated on an error message on the runway circuit.
- On June 28, 2022, Jviation was on-site with airport operations and Royal Electric to investigate the error message on the runway circuit. It was determined the SCR in the electrical vault needs to be replaced and the County is coordinating the replacement.
- Throughout the month of July, the County and Jviation discussed this project during coordination meetings on July 14, 21 and 28, 2022.
- Throughout the month of July, Jviation and the County coordinated with the Prime Contractor, Sully-Miller, on construction closeout items.
- On July 21, 2022, Sully-Miller was on-site compacting the asphalt millings in the contractor staging area and the northwest corner of the airport.
- On July 25, 2022, Jviation contacted the FAA LA ADO regarding their review of the final quality assurance (QA) testing summary.
- On July 27, 2022, Sully-Miller was on-site completing the survey of the west runway end monument.

- Throughout the month of August, the County and Jviation discussed this project during coordination meetings on August 11 and 25, 2022.
- Throughout the month of August, Jviation and the County coordinated with the Prime Contractor, Sully-Miller, on construction closeout items.
- On August 8, 2022, the County informed Jviation that the SWPPP termination for the project permit was completed.
- On August 10, 2022, Jviation provided the County with Contractor Pay Application No. 6 for review. The County approved this pay application to be sent out for signature on August 18, 2022.
- On August 18, 2022, Jviation sent out Contractor Pay Application No. 6 for signature.
- On August 16, 2022, Jviation provided the County with the change orders for final adjustment of quantities (FAQ) and Contractor Pay Application No. 7 (final) for review.
- **Upcoming:**
  - Jviation will continue project coordination with the County, FAA, and Sully-Miller.
  - Jviation will coordinate with Sully-Miller to complete the runway end monument survey verification.
  - Contractor Pay Application No. 6 signed by all parties.

#### **AIP Project No. 03-06-0179-040-2022 (Design) – Connector Taxiways A-E Reconstruction**

- Throughout the month of June, the County and Jviation discussed this project during coordination meetings on June 15 and 23, 2022.
- On June 10, 2022, the County requested Jviation prepare a revised Federal grant application which will use the Base Bid project costs. Jviation revised the Federal grant application and provided an updated version to the County on June 13, 2022.
- Throughout the month of July, the County and Jviation discussed this project during coordination meetings on July 14, 21 and 28, 2022.
- On July 6, 2022, the County requested Jviation prepare a revised Federal grant application which will use the Base Bid and Alternate project costs. Jviation revised the Federal grant application and provided an updated version to the County on July 7, 2022.
- On July 27, 2022, the County, Jviation, and Granite Construction had a meeting to discuss this project.
- On July 27, 2022, the County and Jviation coordinated on a construction information flyer that the County can use for tenants and pilots.
- On July 28, 2022, Jviation submitted the scope of work for construction management services to the County for review.
- Throughout the month of August, the County and Jviation discussed this project during coordination meetings on August 11 and 25, 2022.
- Throughout the month of August, Jviation coordinated with Granite on material submittals and proposed construction schedule.
- On August 2, 2022, Jviation and Granite completed a site visit in preparation for the upcoming project.
- On August 11, 2022, the County, Jviation, and Granite Construction had a meeting to discuss this project.
- On August 23, 2022, the County requested Jviation assist with the preparation of the CALTRANS grant application for matching Federal funds. Jviation provided the County with a draft CALTRANS grant application to review on August 26, 2022 and the County updated it.
- On August 23 and 24, 2022, Jviation and the County coordinated on the construction information flyer.

- On August 23 and 24, 2022, the County and Jviation coordinated with the FAA on the power line relocation part of the project and scheduling a site visit for the FAA.
- **Upcoming:**
  - Jviation will continue project coordination with the County.
  - On August 31, 2022, airport operations, Jviation, and the FAA will complete a site visit to review the power line relocation.
  - County receives the Federal grant offer for this project.
  - County issues the Notice of Award to Granite Construction.

#### **Airport Pavement Management System (APMS) Update**

- Throughout the months of June and July, the County and Jviation discussed this project during coordination meetings on June 15 and 23 and July 14, 21, and 28, 2022. This project was also discussed during coordination meetings on August 11 and 25, 2022.
- **Upcoming:**
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - Jviation will prepare a scope of work and will submit it to the County for review.

#### **Federal Contract Tower (FCT) Improvements**

- On June 8, 2022, Airport Operations, Jviation, and a Jviation subconsultant completed a tour of the existing Air Traffic Control Tower (ATCT). The tour was performed to gather information for the facility assessment of the existing ATCT.
- On August 10, 2022, Jviation submitted the scope of work for a facility assessment of the existing ATCT to the County for review.
- **Upcoming:**
  - Coordinate with the County on this project.
  - County to review the scope of work for a facility assessment of the existing ATCT.

#### **Airport Capital Improvement Plan (ACIP) Update**

- There is no change in the status of this task from June and July 2022.
- On August 25, 2022, the Sponsor and Jviation discussed the ACIP updates that are anticipated to occur in October/November 2022.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

#### **On-Call Services: Annual Consulting Services Contract**

- On July 25 and 28, 2022, the County and Jviation coordinated on the annual consulting services contract which will run from July 1, 2022, to June 30, 2023.
- On August 9, 2022, the County provided Jviation with the executed copy of the annual consulting services contract.

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



Sincerely,

Jviation, a Woolpert Company

A handwritten signature in blue ink, appearing to read "Matt Gilbreath".

Matt Gilbreath, P.E.  
Project Manager

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports  
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mrs. Marisa Fluhr, Ms. Amanda Gross, Ms. Tracey Salazar – Jviation, a Woolpert Company  
File



| Mead & Hunt No.<br>County No.<br>Grant No.              | Airport   | Description                                                                                                                                                                                                                                                                                                                        | Status                                                                                                                                                                                                                            | Percent Complete | Action Item                              |
|---------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------|
| 3168900-132415.05<br>AEA 18-06<br>AIP - 036             | CAMARILLO | <b>CONSTRUCTION SERVICES<br/>NORTHEAST HANGAR DEVELOPMENT, PHASE 1</b><br>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.<br>b) Contract work complete.<br>c) Contract Amendment No. 2 processed on 10-5-21.<br>d) Mead & Hunt submitted final pay application in December 2021.                                      | 100%             | a) Final warranty work being negotiated. |
| 2206900-221833.01<br>AEA 23-03<br>AIP - N/A             | CMA & OXR | <b>DESIGN SERVICES<br/>ON-CALL SERVICES (2022-2023)</b><br>On-call services at the request of the County. Period is effective through June 30, 2023.<br><b>DESIGN SERVICES<br/>GENERAL SERVICES AGENCY PURCHASE ORDER (2022-2023)</b><br>On-call services at the request of the County. Period is effective through June 30, 2023. | a) Contract executed.<br>b) Mead & Hunt performing a beacon siting study analysis.<br>c) Mead & Hunt updating the 3-year DBE goal and 2022 final report.<br>d) Mead & Hunt assisting the Wings Over Camarillo team with graphics. | 3%               | a) Mead & Hunt submittal of items "b-d". |
| 2206900-22958.01<br>CT 5020FY2300000000022<br>AIP - N/A | CMA & OXR | <b>DESIGN SERVICES<br/>GENERAL SERVICES AGENCY PURCHASE ORDER (2022-2023)</b><br>On-call services at the request of the County. Period is effective through June 30, 2023.                                                                                                                                                         | a) Contract executed by Mead & Hunt, fully executed contract from the County pending.<br>b) Mead & Hunt performing an analysis of the northeast access road alignment with respect to future development.                         | 1%               | a) Mead & Hunt submittal of item "a".    |

# **AIRPORT TENANT PROJECT STATUS August 31, 2022**

## **CAMARILLO**

- ➔ Airport Properties Limited (APL) Row I final project approval underway. FAA required NEPA review underway.
- ➔ CloudNine Development project construction underway. Construction estimated for completion within the first or second quarter of 2023.

## **OXNARD**

- ➔ 5 and 7 acre parcel RFP for Development, Phase 2 (additional information requested) underway.

## **OTHER**

- ➔ None

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

**August 2022**

| Sup. Dist. | Project Name<br>Spec. Number                              | Estimate<br>Low Bid | CCO's<br>Claims | Design Engr.<br>Contractor       | Scheduled or Actual Dates |                   |                | %<br>Compl<br>Design<br>/<br>Const. | Remarks                                                                                                                                                                                                                                                                                                                |
|------------|-----------------------------------------------------------|---------------------|-----------------|----------------------------------|---------------------------|-------------------|----------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                                                           |                     |                 |                                  | Bid<br>Date               | Contract<br>Award | Const<br>Start | Const<br>Comp                       |                                                                                                                                                                                                                                                                                                                        |
| 5          | CMA RWY Centerline<br>and TWY Alpha<br>Repair             | TBD                 |                 | Jviation                         | TBD                       | TBD               | TBD            | TBD                                 | Jviation submitted SOW and cost proposal for design and bid process. Contract to move forward planned, for design in the fall and construction in early 2023. Construction management proposal TBD after design identifies construction phasing/schedule.                                                              |
| 5          | CMA TWY A @ TWY<br>F Repair                               | \$45,000            |                 | Jviation<br>J & H<br>Engineering | N/A                       | N/A               | 6/30/22        | 7/1/22                              | TWY A @ TWY F repair work completed.                                                                                                                                                                                                                                                                                   |
| 3          | OXR PFAS<br>Supplemental<br>Plan/Sampling &<br>Monitoring | \$6,500<br>137,000  | \$226,018       | Ninyo &<br>Moore                 | N/A                       | 1/19/21           | N/A            | 3/29/21                             | The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Airport working with the State Water Board to satisfy workplan and sampling/monitoring goals. Results/report for the most recent round of investigation submitted to the State. |

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

Project Reports-Monthly\Non Grant Proj. Report.doc

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

**August 2022**

| Sup. Dist. | Project Name<br>Spec. Number                                                               | Estimate<br>Low Bid          | CCO's<br>Claims | Design<br>Engr.<br>Contractor        | Estimated Schedule or Actual Dates |                   |                | %<br>Compl<br>Design<br>/<br>Const. | Remarks                                                                                                                                                                                                                                                                                                              |
|------------|--------------------------------------------------------------------------------------------|------------------------------|-----------------|--------------------------------------|------------------------------------|-------------------|----------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                                                                                            |                              |                 |                                      | Bid<br>Date                        | Contract<br>Award | Const<br>Start | Const<br>Comp                       |                                                                                                                                                                                                                                                                                                                      |
| 5          | CMA Airfield<br>Geometry Study<br>and Drainage<br>Study for RWY &<br>TWY<br>Reconstruction | \$147,300                    |                 | Coffman<br>Assoc.                    | N/A                                | 1/24/19           | N/A            | TBD                                 | Draft forecasts for<br>geometry study to be<br>refreshed with the Airport<br>Layout Plan Update<br>process. Draft drainage<br>study for RWY<br>reconstruction (2025)<br>under review                                                                                                                                 |
| 5          | TWY H Pavement<br>Rehabilitation (Seal<br>Coat)                                            | \$273,576<br>\$213,351       |                 | Mead &<br>Hunt<br>Maxwell<br>Asphalt | 6/25/19                            | 8/15/19           | 4/20/20        | TBD                                 | Closeout paperwork<br>underway.                                                                                                                                                                                                                                                                                      |
| 5          | CMA Airport Layout<br>Plan Update                                                          | \$391,621                    |                 | Coffman<br>Associates                | N/A                                | 9/24/20           | 9/30/20        | TBD                                 | The Airport received FAA<br>approval to transition the<br>Master Plan to an Airport<br>Layout Plan (ALP) Update<br>to allow for community<br>concerns, like noise, to be<br>addressed, with a master<br>plan update to be revisited<br>in a future year, should it<br>be warranted. Schedule<br>under consideration. |
| 3          | OXR RWY & TWY<br>Connector<br>Transitions<br>Reconstruction                                | \$12,832,636<br>\$12,274,001 | \$124,906       | Mead Hunt<br>Sully-Miller<br>Inc.    | 4/29/21                            | 7/20/21           | 7/23/21        | 2/28/22                             | Final project closeout<br>underway.                                                                                                                                                                                                                                                                                  |
| 3          | OXR TWY<br>Connector<br>Reconstruction                                                     | \$335,960<br>3,623,134       |                 | Jviation<br>Granite<br>Construction  | 4/26/22                            | 12/17/21<br>TBD   | 1/9/23         | 3/24/23                             | FAA has indicated a grant<br>will be available in<br>September to fund the<br>based bid work only. The<br>estimated construction                                                                                                                                                                                     |



| Sup.<br>Dist. | Project Name<br>Spec. Number | Estimate<br>Low Bid | CCO's<br>Claims | Design<br>Engr.<br>Contractor | Estimated Schedule or Actual Dates |                   |                |               | %<br>Compl<br>Design<br>/<br>Const. | Remarks                                                                                                                                    |
|---------------|------------------------------|---------------------|-----------------|-------------------------------|------------------------------------|-------------------|----------------|---------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|               |                              |                     |                 |                               | Bid<br>Date                        | Contract<br>Award | Const<br>Start | Const<br>Comp |                                     |                                                                                                                                            |
|               |                              |                     |                 |                               |                                    |                   |                |               |                                     | start has been updated to January 2023, to allow for grant execution, avoidance of FAA moratorium dates and some long lead material items. |

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

# DEPARTMENT OF AIRPORTS 2022 MEETING SCHEDULES

## AAC/CAA/OAA

| <i>AVIATION ADVISORY COMMISSION</i>  | <i>CAMARILLO &amp; OXNARD AUTHORITIES</i> |
|--------------------------------------|-------------------------------------------|
| January 3                            | January 13                                |
| February 7                           | February 10                               |
| March 7                              | March 10                                  |
| April 4                              | April 14                                  |
| May 2                                | May 12                                    |
| June 6                               | June 9                                    |
| <b>July 11 (DUE TO HOLIDAY)</b>      | July 14                                   |
| August 1 <b>(CANCELED)</b>           | August 11 <b>(CANCELED)</b>               |
| <b>September 12 (DUE TO HOLIDAY)</b> | September 8                               |
| October 3                            | October 13                                |
| November 7                           | November 10                               |
| December 5                           | December 8                                |

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

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.



## Hangar development purchases Channel Islands Aviation

*July 02, 2022*



FLYING HIGH—Channel Islands Aviation has been bought by CloudNine. Both businesses are based at Camarillo Airport. Courtesy photo

Ron Rasak and Nick Martino were constructing CloudNine's executive hangar development at Camarillo Airport when the longtime aviation enthusiasts realized there was an opportunity to "fill a gap."

Channel Islands Aviation, one of four fixed-base operators on the airfield, was for sale. It was operated for 43 years by Mark and Janie Oberman.

"We watched from a distance and then thought about the logistics of operating the FBO," said Martino, vice president of operations for CloudNine. "We knew the importance that it can play in CloudNine's hangar development and our future growth. We are combining Ron's business acumen with my love of the airport."

Rasak is CEO of CloudNine and RKR Inc., a Southern California commercial real estate development company.

At Camarillo, CloudNine is constructing four 25,000-squarefoot executive hangars, with an additional 5,000 square feet of office space.

With the help of Nicholas Daddis, CEO and founder of FBO Advisors and Air Capital Group, CloudNine secured financing for both the hangar development and the acquisition of CIA.

Channel Islands Aviation opened with the airport in 1976. It's a full-service fixed-base operator at the airport, while the three other operators offer specialty aviation services.

"We plan on keeping the name," Rasak said. "It's got a great legacy and reputation throughout SoCal. It is well known and is one of the longest running affiliates of Cessna Aircraft Company in the country."

Martino has a sentimental view of the acquisition.

"I grew up in Ventura County," he said. "I was out here all the time, and we are already out here with CloudNine doing some FBO services (aircraft management), so it was logical for us to consider acquiring the full-service FBO. Quite honestly, it would have been difficult to watch someone come and take it over. This is home to me, and I want to continue CIA's legacy and growth."

Rasak added, "We're looking to hire mechanics, flight instructors, pilots and avionics technicians."

CIA has 150 flight school students, with a majority being enrolled in Part 141 programs that include single engine, multi-engine up to airline transport pilot certifications. As part of the purchase, CloudNine acquired six Cessna 172s and a Beechcraft Duchess.

"It's a very student-friendly airfield as we're just outside Class B controlled airspace," Martino said.

"We're the only FBO on the airfield dedicated to piston general aviation," Rasak said. "That's one reason we have a tremendous amount of upside, especially since we can dovetail the hangar project with our full FBO services."

Immediate goals of CloudNine include modernizing the business to streamline processes.

"We also want to work with our Cessna and Cirrus services partners to draw aircraft owners from other airfields," Martino said.

CIA is a Cessna service center, Cirrus authorized service center and FAA approved part 145 repair station with airframe class 3 limited Cessna Citation 525/S550/560 power plant and accessories. As authorized factory service centers, CIA performs warranty work on new Cessna and Cirrus aircraft. The company is also a Garmin dealer.

RKR's CloudNine campus at Camarillo was designed to accommodate aircraft operators with attention to detail and the desire for privacy in their own hangar.

For more information, go to [flycia.com](http://flycia.com) or [cloudninehangars.com](http://cloudninehangars.com).





# COUNTY of VENTURA

## Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

[www.ventura.org/airports](http://www.ventura.org/airports)

July 11, 2022

**To: Master Plan Public Advisory Committee Members**

**Subject: Transition of the Camarillo Airport – Master Plan to an Airport Layout Plan Update & Narrative Report**

Dear Mr./Ms. PAC Member:

We would like to thank you for volunteering your time to serve on the Planning Advisory Committee (PAC) for the Camarillo Airport Master Plan project that was initiated in May of 2021. Early feedback from the surrounding communities showed little support for any process that envisioned significant changes to the role of the airport or airport operations. The project was then put on hold and a change in airport administration followed. The new administration, in consultation with FAA and others, have agreed to end the Master Plan and change our approach to developing those planning documents required by the FAA for Camarillo Airport.

The resolution is to transition from the full 20-year Master Plan to an Airport Layout Plan (ALP) Update & Narrative Report. This study will meet FAA's planning requirements by conducting a more narrowly focused study with the primary objective of identifying projects needed to sustain and rehabilitate existing facilities. No change to Camarillo Airport's current role or to the Joint Powers Agreement (JPA) will be proposed. The result of the study will be an updated ALP (required by FAA), and a short term (5-7 year) Capital Improvement Program (CIP).

Specifically, the ALP Update & Narrative report:

- Will maintain the current role of the airport as a general aviation – reliever facility.
- Will not consider scheduled airline service, air cargo, or extension of the runway.
- Will provide a short-term (5-7 years) CIP focused on maintenance/rehabilitation of existing pavements.
- Will meet FAA requirements for a current/approved ALP.

The ALP Update & Narrative report planning process does not require a formal PAC or public involvement process. As a result, we will dissolve the PAC previously established for the Master Plan Update. We will, instead, include several opportunities for community input throughout the 12-month planning process and will have a project specific website available.

We would once again like to thank you for your commitment to the airport and community. Naturally, we would welcome any feedback you may have about the process that we are initiating with the transition from the Master Plan Update to an ALP Update & Narrative Report.

If you have any questions, please don't hesitate to contact me at 805-388-4200 or [keith.freitas@ventura.org](mailto:keith.freitas@ventura.org).

A handwritten signature in black ink, appearing to read 'Keith Freitas', written in a cursive style.

Sincerely,

KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports



**COUNTY of VENTURA**  
Department of Airports

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

July 12, 2022

Mr. Charles McLaughlin  
Fly805 LLC  
2899 West 5<sup>th</sup> St.  
Oxnard, CA 93035

RE: Development project – 5 acre parcel – Oxnard Airport

Dear Mr. McLaughlin:

Thank you for the proposal to develop the 5 acre site at the Oxnard airport property. The Department of Airports has selected your project to move forward to the next phase. We will therefore be proposing to the Board of Supervisors for authority to enter into development/lease negotiations at the September Board meeting, and we will reach out to you with more information in the interim as it relates to the development process steps, coordination and timing.

We look forward to working with you.

Sincerely,

Madeline Herrle  
Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)  
805.388.4243



**COUNTY of VENTURA**  
Department of Airports

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

July 12, 2022

Mr. Mark Scott  
Urban Air Mobility, LLC  
101 Ygnacio Valley Road, Suite 450  
Walnut Creek, CA 94596

RE: Development project – 7 acre parcel – Oxnard Airport

Dear Mr. Scott:

Thank you for the proposal to develop both the 5 and 7 acre sites at the Oxnard airport. The Department of Airports has selected your project to move forward to the next phase for the 7 acre site. We will therefore be proposing to the Board of Supervisors for authority to enter into development/lease negotiations at the September Board meeting, and we will reach out to you with more information in the interim as it relates to the development process steps, coordination and timing. We are enclosing the second check you tendered for the 5 acre site.

We look forward to working with you.

Sincerely,

Madeline Herrle  
Lease Manager  
[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)  
805.388.4243

Enclosure

# **FRIENDLIER SKIES? | AIRPORT DIRECTOR HOPES LAYOUT PLAN, IMPROVED COMMUNICATION WILL SETTLE TURBULENT RELATIONS WITH CAMARILLO OFFICIALS**

Jul 20, 2022 | Alex Wilson, Camarillo, Cover  
Story, News | 0 |



**PICTURED:** Camarillo Airport looking towards Camarillo. *Photo submitted*

by Alex Wilson

[awilson@timespublications.com](mailto:awilson@timespublications.com)



Keith Freitas started out his new job as Ventura County Director of Airports in November by apologizing for a communication breakdown that left many people fearful that giant Amazon cargo jets could soon be charting a course to land at Camarillo Airport.

A process was launched in early 2021 by the previous airport director, Kip Turner, to update the airport's 2011 master plan and consider the possibility of allowing commercial airline service or cargo jets at the county-owned airport.

That helped unfounded rumors fly that Amazon wanted to use Camarillo Airport to support the massive distribution center the company was in the process of building just a few miles away in Oxnard. Despite denials from Amazon officials and Turner about that possibility, the rumors persisted.

Turner also stirred controversy by suggesting a 1976 joint powers agreement between Camarillo city officials and county government limiting the size of airplanes allowed to use the airport needed to be updated to comply with current Federal Aviation Administration regulations, and remain eligible for federal grants. That position drew a harsh response from Camarillo city leaders who insisted the agreement was still valid and enforceable.

City officials funded a survey showing most residents were opposed to any expansion of the airport's uses.

Controversies surrounding the airport led to Turner's resignation, and Freitas was hired partly because he had a strong track record of involving the public at airports he

had previously led in Northern California, county government officials said.

Freitas returned to the city council at their July 13 meeting to tell them he's committed to reaching the same destination they

desire, with no major changes to the airport's current operation as a general aviation airport.



Control tower at Camarillo Airport. *Photo submitted*

"I started by apologizing how the airport department interacted with the community and the council members. We had started a master plan, we stopped the master plan. There were a lot of concerns and questions about noise, rumors about Amazon and 737s and things like that," Freitas told the council.

Freitas said instead of revising the master plan, which would have a 20-year horizon, the department has instead received permission from the FAA to conduct a less extensive airport layout plan (ALP) update with a shorter time frame of around seven years. The ALP will have a narrower scope than a master plan update and will be

focused on things like runway maintenance instead of the possibility of significant changes to the airport's uses.

"We don't look at things like airline service, air freight, touching the length of the runway, any of those things," Freitas said at the meeting.

The ALP process is expected to start in September and last 12 to 15 months, and Freitas promised there will be ample opportunities for public engagement. He said having a current ALP in place is a requirement of the FAA to receive grants for airport improvements, which are generally funded by the federal government.



Taxiways at Camarillo Airport. Photo submitted

After Freitas made his presentation, Councilmember Tony Trembley said he was pleased with the new approach taken by the airport department under Freitas's leadership.

"You have provided a breath of fresh air, so I really want to compliment you for this process," said Trembley.

Following the meeting, Freitas told the Ventura County Reporter that another thing the department is planning to address is a noise study for which officials are seeking nearly \$800,000 in federal grants.

"[The study would be] where we look at noise impacts currently and in the future and implement anything that can help us mitigate noise for the community," he said, adding that the next big capital project they hope to accomplish is a resurfacing of the runway which could happen around 2025 if federal grants for the project are approved.

Freitas also pledged to do a better job on communications than was done by the airport department in the past. Airport officials are in the process of hiring a new spokesperson to improve transparency, he said. "The failure of the airport in the past was lack of communications and letting folks know what was happening. We're not going to let that happen again."

Camarillo Mayor Shawn Mulchay told the Ventura County Reporter after the meeting that he's pleased with the new course being charted by the airport department.

"They've listened to our concerns and objections as to the course of the airport master plan that they were pursuing. And with the change of leadership at the department of airports with Keith Freitas now at the helm, I think our relationship has definitely mended," the mayor said. "They intend to be fully compliant with the 1976 joint powers agreement between the city of Camarillo and the county. That's music to our ears."



# COUNTY of VENTURA

## Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

[www.ventura.org/airports](http://www.ventura.org/airports)

August 3, 2022



**Subject: Camarillo Airport Hours of Operation  
Departures Between 12:00am and 5:00am**

Dear Owner,

On July 2, 2022 at 12:37am, an aircraft registered to you departed Camarillo Airport (KCMA). The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00am and 5:00am local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00am and 5:00am. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

DAVE NAFIE, C.M.  
Deputy Director of Airports





**COUNTY of VENTURA**  
Department of Airports

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

# NOTICE

To: Camarillo Airport Tenants – Tie Down Rows 13,14,15,16 & 17

From: Camarillo Airport Operations Supervisor

Date: August 4, 2022

**Re: Temporary Aircraft Relocation for Wings Over Camarillo Air Show**

---

Aviators,

The annual Wings over Camarillo Air Show will take place at the Camarillo Airport on August 20-21, 2022. As in previous years, the tie-down area near the wash rack will be needed for display aircraft and other activities. This will require the temporary relocation of your aircraft. Tie-downs will be available on the East end of the Airport and a limited number also available in the tie-down area located near the Air Traffic Control Tower. Contact your FBO or the Department of Airports for specific guidance.

For those who have aircraft in the display area, we ask that you move your aircraft from your assigned tie-down no later than Wednesday, August 17<sup>th</sup>. Air Show staff will be setting up Thursday August 18<sup>th</sup>, once aircraft have cleared the wash rack area. You can return your aircraft to its assigned tie-down beginning Tuesday August 23<sup>rd</sup>.

We apologize for the inconvenience. However, your cooperation pays large dividends in terms of the success of the Air Show, promoting aviation and promoting the Airport. Should you have any questions, please don't hesitate to contact 805-388-4246

Thank you in advance for your assistance in helping to make this year's Air Show a success.

###

## COUNTY

# Roundup: Ultralight crash at Camarillo Airport, Oxnard officers boxed in, more news

## Staff reports

Published 5:06 p.m. PT Aug. 18, 2022 | Updated 2:04 p.m. PT Aug. 19, 2022

*Here's a roundup of recent incidents and announcements from Ventura County agencies:*

## Serious injuries in ultralight crash

CAMARILLO — An ultralight pilot was critically injured in a crash at the Camarillo Airport Thursday afternoon.

Ventura County Fire and Sheriff's personnel, along with ambulance crews, responded around 1:45 p.m.

The craft crashed into a structure at the edge of the airfield, said Andy VanSciver, a spokesman for the fire department.

Firefighters extricated the pilot from the wreckage. He was flown by the county's Copter 6 to Ventura County Medical Center in critical condition.

Members of the Ventura County Sheriff's aviation unit later tweeted the pilot had been stabilized at the hospital's trauma center.

Dave Nafie, deputy director of the Ventura County Airports Department, said the craft "failed to fly as intended" and landed on top of some ultralight hangars.

The crash didn't affect airport operations, he said, and there was no interruption in flight activity.

At the scene, the mangled ultralight could be seen suspended upside-down atop the row of small hangars in the 900 block of Aviation Drive, at the west end of the

airport, while emergency personnel worked nearby. The craft's yellow wings drooped toward the ground.

No other details were immediately available about the pilot or the circumstances of the crash.



## **Sky's the limit at Camarillo air show**

*August 20, 2022*



Lazenka

The theme of the 2022 Wings Over Camarillo Air Show, set for the weekend of Aug. 20 and 21 at the Camarillo Airport, is to honor the accomplishments and trailblazing history of women in aviation.

Two distinguished local aviators will lead the event as grand marshals: CDR Colette Lazenka and Martha Phillips.

Lazenka is the commanding officer of the VX- 30 Bloodhounds unit at Naval Base Ventura County at Point Mugu and the first woman appointed to the role.

Phillips is past president of the Ninety-Nines Inc., International Organization of Women Pilots, an organization with more than 6,000 members that was founded in 1929 with Amelia Earhart as its first president.

At the air show, the Ventura County chapter of the Ninety-Nines will debut an exhibit in the Commemorative Air Force Museum hangar titled "Notable Women in Aviation."

The exhibit will feature trailblazing aviators, including Bessie Coleman, who refused to take no for an answer, and Southern California fly girls Amelia Earhart, Pancho Barnes and Jackie Cochran.



Phillips

The display includes a timeline of women's firsts in aviation history, beginning with Jeanne Labrosse of France, the first woman to pilot any aircraft solo—a balloon—in 1798, and ending with Jessica Watkins, the first African American female astronaut at the International Space Station 2022.

Entry to the exhibit is included in air show admission.

For tickets to the air show, go to [wingsovercamarillo.com](http://wingsovercamarillo.com).





**COUNTY of VENTURA**  
**Department of Airports**

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

September 1, 2022

REGISTERED OWNER –

[REDACTED]

[REDACTED]

**Subject: Camarillo Airport Hours of Operation  
Departures Between 12:00am and 5:00am**

Dear Owner,

On two occasions, August 2, 2022 at 3:17am and August 11, 2022 at 1:02am, aircraft registered to companies listed at your address departed Camarillo Airport (KCMA). The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00am and 5:00am local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00am and 5:00am. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

DAVE NAEFF, C.M.  
Deputy Director of Airports