

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

Thursday                      December 12, 2019                      7:00 P.M.

CITY OF CAMARILLO  
COUNCIL CHAMBERS  
601 CARMEN DRIVE  
CAMARILLO, CA

AGENDA

1. CALL to ORDER and PLEDGE of ALLEGIANCE
2. ROLL CALL
3. APPROVAL of MINUTES – September 12, 2019 (Camarillo Airport Authority Only)  
October 10, 2019
4. PUBLIC COMMENT PERIOD - Citizens wishing to speak to the Authority on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of three minutes per item.

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

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

5. UNFINISHED BUSINESS – NONE
6. NEW BUSINESS

CAMARILLO AIRPORT AUTHORITY

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

## **Recommendation:**

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

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

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

## **8. REPORTS**

Monthly Activity Report – September, October 2019  
Monthly Noise Complaints – September, October 2019  
Consultant Reports – September, October 2019  
Airport Tenant Project Status – November 2019  
Project Status – November 2019  
Financial Statements Period Ended – September 30, 2019  
Financial Statements First Quarter – FY 2019/2020  
Meeting Calendar

## **9. CORRESPONDENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **10. MISCELLANEOUS**

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

## **12. ADJOURNMENT**

The next regular Authority meeting will be on Thursday, January 9, 2020 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.

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

## CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

### MINUTES

September 12, 2019

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

CAA Chair, Bill Thomas, called the meeting to order at 7:00 p.m. and led the pledge of allegiance.

#### 2. ROLL CALL

##### CAA PRESENT

Kelly Long  
John Zaragoza  
Shawn Mulchay  
Susan Santangelo  
Bill Thomas  
Michael Hodson (Alt)

##### CAA ABSENT

##### OAA PRESENT

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

##### OAA ABSENT

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

##### AIRPORT STAFF

Kip Turner  
Jorge Rubio  
Madeline Herrle  
John Feldhans  
Ana Castro

#### 3. APPROVAL OF MINUTES – July 11, 2019

***Camarillo Airport Authority: Councilmember Shawn Mulchay moved to approve the July meeting minutes and Councilmember Susan Santangelo seconded the motion. Supervisor Kelly Long abstained. All others voted and the motion passed unanimously.***

***Oxnard Airport Authority: Public Member Walter Calhoun moved to approve the July meeting minutes and Councilmember Bert Perello seconded the motion. Supervisor Kelly Long abstained. All others voted and the motion passed unanimously.***

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

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

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

Mark Sullivan requested information from the Department of Airports about whether Boeing business jets would be allowed to operate out of Camarillo Airport. Mr. Sullivan also shared that when he did the math for the northeast hangars that are going to be built at Camarillo Airport, he did not come up with the same number that was in the Department of Airport's forecasted budget. Mr. Sullivan also commented on the Northeast Hangar Development and the change order from Toro. He stated a concern about whether the change order would cause a deficit in the Department of Airport's budget and if the financial burden would be shifted to hangar owners/renters.

## **5. NEW BUSINESS**

### **CAMARILLO & OXNARD AIRPORT AUTHORITY**

- A. Subject:** Approval of, and Authorization for the Director of Airports, or His Designee, to Modify the Required Minimum Standards for Aeronautical Service for Ventura County Airports, Section 5.2 Aircraft Maintenance and Repair, Minimum Standards paragraph 3. Minimum On-Airport Hangar Area Requirement from 5,000 Square Feet to 2,500 Square Feet and Additional Language.

#### **Recommendation:**

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

Approve, and adopt the attached amendment (Attachment 1) to the Required Minimum Standards for Aeronautical Services for Ventura County Airports, effective October 1, 2019.

Lease Manager Madeline Herrle provided staff's report on this item and responded to general questions posed by Authority members. Authority member Bill Thomas pointed out a typo on Attachment 1, #7. Ms. Herrle indicated that the typo would be corrected.

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

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

#### **OXNARD AIRPORT AUTHORITY**

**B. Subject:** Approval of, and Authorization for the Director of Airports, or His Designee, to Execute, the First Amendment to the License and Use Agreement with T-Mobile West, LLC, a Delaware Limited Liability Company, Successor in Interest to Pacific Bell Wireless, LLC, for a Cellular Tower at Oxnard Airport, to Provide for Additional Optional Extensions, Increase Rent, and Make Other Changes.

#### **Recommendation:**

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

Approve, and authorize the Director of Airports, or his designee, to execute, the First Amendment to the license and use agreement with T-Mobile West, LLC, (Attachment 1) for a cellular tower at Oxnard Airport, to provide for additional optional extensions, increase rent, and make other changes.

Lease Manager Madeline Herrle provided staff's report on this item and responded to general questions posed by Authority members. Authority member Walter Calhoun inquired as to whether the lease between the Department of Airports and T-Mobile provides an option for relocation of the tenant should the need arise. Ms. Herrle responded that she would have to look into this matter and report back to the Authority.

***Oxnard Airport Authority: Councilmember Bert Perello moved to table this item to the Authority's next regular meeting and Public Member Walter Calhoun seconded the motion. All others voted in favor and the motion passed unanimously.***

### **6. UNFINISHED BUSINESS**

#### **CAMARILLO AIRPORT AUTHORITY**

**A. Subject:** Review and Consider Approval of the Updated Draft Bylaws of the Camarillo Airport Authority

#### **Recommendation:**

Staff requests that your Authority review and consider approval of the updated draft Bylaws

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of the Camarillo Airport Authority.

A discussion took place about the word "expressly" which is used in Article III. Duties and Responsibilities of the bylaws. The discussion circled around whether the word should remain in the bylaws or be stricken from the bylaws.

***Camarillo Airport Authority: Councilmember Shawn Mulchay moved to approve the bylaws as proposed with the word "expressly" being stricken from Article III. Duties and Responsibilities, Paragraph 2, Line 1 and Councilmember Susan Santangelo seconded the motion. All others voted in favor and the motion passed unanimously.***

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

Director Kip Turner shared that two individuals from out-of-state passed away in a plane crash that occurred on August 7<sup>th</sup> at Camarillo Airport. Mr. Turner also shared that two local residents from Santa Barbara also passed away in a plane crash that occurred on August 11<sup>th</sup> in Idaho. He stated that County staff met with representatives from the hangar owners' association on August 14<sup>th</sup> to discuss the hangar leases and there will be a follow-up meeting on September 26<sup>th</sup>. Mr. Turner stated that the Department of Airports finished the fiscal year very strong. He also shared that the Northeast Hangar Development is on a temporary pause due to a change order that is being negotiated. He also stated that the Oxnard runway design scope is being worked out with the Federal Aviation Administration (FAA) and the department's consultant. Airport staff will be meeting with the FAA next week to work out the details of the Oxnard runway design and there may be some additions to the project. The Airport Layout Plan for Oxnard Airport is also moving forward. A draft of the plan has been submitted to the FAA for review. Mr. Turner shared that he is still looking into updating the master plans for both Camarillo and Oxnard airports. He is hoping to make progress on the master plans by January, 2020. The grant for the Taxiway H project at Camarillo Airport has been received and accepted by the department. A Notice to Proceed for the project has been sent and the work will begin soon. Mr. Turner stated that the department is currently assessing the structural integrity of the County-owned hangars at both airports. Many hangars are in need of maintenance and repairs. Mr. Turner congratulated deputy director Jorge Rubio for being selected as the second vice president of the Southwest Chapter of the American Association of Airport Executives. Mr. Turner shared that the Camarillo Air Show was a huge success and he is looking forward to next year's event. He also shared that a developer has purchased the land at Camarillo Airport where the water tower stands. The land is going to be redeveloped so the water tower will need to be removed as well as the rotating beacon that is atop the tower. A new location for the beacon will be determined after a site study has been completed. Mr. Turner shared that the FAA issued their written report regarding the Part 139 inspection that occurred at Oxnard Airport. Mr. Turner is currently negotiating some of the recommendations with the FAA. Director Turner shared that he is averaging one and a half to two days a week at his satellite office located at Oxnard Airport. He also stated that the department has initiated



a catchment leakage study to explore airline service needs. He provided a personnel update regarding the vacancies in the department's maintenance division. There are still four regular vacancies and one temporary vacancy for which interviews will be scheduled soon. Also, Tom Rooney (the department's engineering technician who retired in July) was unable to attend the Authority meeting, which was requested by Authority members, however airport staff did provide him with a recognition plaque for his many years of County service. Director Turner shared that he has been participating in a LEAP leadership program through the County and he is serving on the County's sustainability committee. He is also serving as a board member for the Oxnard Convention & Visitors Bureau. Lastly, he is participating in the Airport Executive Leadership Programme which is another leadership program.

## **8. REPORTS**

Monthly Activity Report – June, July 2019  
Monthly Noise Complaints – June, July 2019  
Consultant Reports – June, July 2019  
Airport Tenant Project Status – July, August 2019  
Project Status – July, August 2019  
Financial Statements Period Ended – June 30, 2019  
Financial Statements Fourth Quarter – FY 2018/2019  
Meeting Calendar

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

## **9. CORRESPONDENCE**

Letter dated June 19, 2019 from Erin Powers to Mike Barrow, Toro Enterprises, Inc. re: Approval of Contractor Request for Substitution of Subcontractor for Cause for the Camarillo Airport – NE Hangar Development, Phase 1 Construction Project; FAA AIP No.: 3-06-0339-036-2017; Spec. No. DOA 17-01; Proj. No. CMA-195

Letter dated June 19, 2019 from Erin Powers to Mike Barrow, Toro Enterprises, Inc. re: Camarillo Airport – NE Hangar Development, Phase 1 Construction Project; FAA AIP No.: 3-06-0339-036-2017; Spec. No. DOA 17-01; Proj. No. CMA-195; UTILIZATION OF UNLISTED SUBCONTRACTOR CINDY TRUMP INC.

Letter dated June 26, 2019 from Kip Turner to Joel Kirschenstein, Sage Realty Group re: Interest in Properties located in RPZ for Oxnard Airport

Letter dated June 28, 2019 from John Feldhans re: Camarillo Hangar Waitlist

Letter dated July 3, 2019 from Jorge Rubio to Rosemarie Gaglione, City of Oxnard re: Comments on Campus Park Development, Oxnard, CA

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Letter dated July 8, 2019 from Madeline Herrle to Peter Yune, T-Mobile West LLC re: T Mobile ID SV00504A; Site Address: 2889 W. 5<sup>th</sup> St., Oxnard, CA 93030; Consent request for modifications to equipment

Notice dated July 12, 2019 from Camarillo Airport Operations Supervisor to East End Hangar Tenants at Camarillo Airport re: Construction Start Date – Northeast Hangar Development, Phase 1

Letter dated July 18, 2019 from Madeline Herrle to Mark Sullivan re: June 24, 2019 Public Records Request #1 on behalf of your client Gerald Alves

Letter dated July 18, 2019 from Madeline Herrle to Mark Sullivan re: June 24, 2019 Public Records Request #2 on behalf of your client Gerald Alves

Letter dated July 18, 2019 from Madeline Herrle to Mark Sullivan re: June 24, 2019 Public Records Request #3 on behalf of your client Gerald Alves

Letter dated July 18, 2019 from Madeline Herrle to Mark Sullivan re: June 24, 2019 Public Records Request #4 on behalf of your client Gerald Alves

Letter dated July 18, 2019 from Madeline Herrle to Mark Sullivan re: June 24, 2019 Public Records Request #5 on behalf of your client Gerald Alves

Letter dated July 19, 2019 from Erin Powers to Lemuel Del Castillo, Federal Aviation Administration re: Camarillo Airport – Taxiway H Pavement Rehabilitation; CONTRACTOR SELECTION RECOMMENDATION; Future AIP Grant No. 03-06-0339-37-2019

Notice dated July 29, 2019 from Camarillo Airport Operations Supervisor to East End Hangar Tenants at Camarillo Airport re: Construction Start Date – Northeast Hangar Development, Phase 1 – Update

Notice dated August 6, 2019 from Camarillo Airport Operations Supervisor to Camarillo Airport Tenants – Tie-Down Rows 14, 15, 16, and 17 re: Temporary Aircraft Relocation for Wings Over Camarillo Air Show

Letter dated August 26, 2019 from Madeline Herrle to Sheila Sannadan, Adams Broadwell Joseph & Cardozo re: Public Records Request – Silverstrand Grid Project

Letter dated August 26, 2019 from Erin Powers to Lemuel Del Castillo, Federal Aviation Administration re: AIRPORT IMPROVEMENT PROGRAM CAMARILLO AIRPORT – AIP 3-06-0339-037-2019

Letter dated August 26, 2019 from Erin Powers to Shannon Montano, California Department of Transportation re: Application for State Matching Funds – Federal Aviation Administration (FAA) Grant AIP 3-06-0339-037-2019 – Camarillo Airport

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

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## **10. MISCELLANEOUS HANDOUTS**

*Information was received and filed.*

## **11. AUTHORITY COMMENTS**

Supervisor Kelly Long requested that department staff report back to the Airport Authorities regarding the concerns stated by the member of the public during the public comment period.

Public Member Bill Thomas provided an update on the Camarillo Air Show and thanked all entities involved for their collaboration efforts. Supervisor Long also commented on the success of the Air Show and thanked everyone involved. Supervisor Long shared that 169 pets were adopted at the animal shelter for a special event that was held in partnership with the Air Show. Supervisor John Zaragoza commented on a great Air Show and thanked airport staff for their assistance in fielding noise complaints. Councilmember Bert Perello commented on the success of the pet adoptions.

Mayor Tim Flynn shared that a draft environmental report on a proposed Teal Club development right next to the Oxnard Airport will be released before the end of the year. The development is for close to 1,000 homes and 60,000 square feet of commercial space. In addition, the Oxnard Elementary School District is planning to put 1,900 students in the area. Mr. Flynn stated his concerns about the development and shared that the state can overrule local authorities on land use because of the need to build schools. Mr. Flynn believes blocking the homes from being built would make it difficult for the Local Agency Formation Commission to annex the land into the City. Authority members requested that this matter be agendized for the next meeting so there can be further discussion.

Councilmember Perello thanked Director Kip Turner for his in-depth director's report.

## **12. ADJOURNMENT**

There being no further business, the September 12, 2019 Authority meeting was adjourned at 8:23 p.m.

KIP TURNER, C.M.  
Administrative Secretary

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## CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

### MINUTES

October 10, 2019

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

OAA Chair, John Zaragoza, called the meeting to order at 7:00 p.m. and requested that Bill Thomas lead the pledge of allegiance.

#### 2. ROLL CALL

##### CAA PRESENT

Kelly Long  
John Zaragoza  
Shawn Mulchay (L)  
Bill Thomas

##### CAA ABSENT

Susan Santangelo (E)

##### OAA PRESENT

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

##### OAA ABSENT

*Excused (E)*

*Late (L)*

*Alternate (Alt)*

##### AIRPORT STAFF

Kip Turner  
Madeline Herrle  
John Feldhans  
Ana Castro

#### 3. APPROVAL OF MINUTES – September 12, 2019

***Camarillo Airport Authority: No quorum therefore approval of the September minutes will be tabled to the next meeting.***

***Oxnard Airport Authority: Supervisor Kelly Long moved to approve the September meeting minutes and Councilmember Bert Perello seconded the motion. All others voted and the motion passed unanimously.***

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

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

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

William Babb expressed concerns about a letter he received from the Department of Airports regarding the hangar leases.

## 5. UNFINISHED BUSINESS

### OXNARD AIRPORT AUTHORITY

- A. **Subject:** Approval of, and Authorization for the Director of Airports, or His Designee, to Execute, the First Amendment to the License and Use Agreement with T-Mobile West, LLC, a Delaware Limited Liability Company, Successor in Interest to Pacific Bell Wireless, LLC, for a Cellular Tower at Oxnard Airport, to Provide for Additional Optional Extensions, Increase Rent, and Make Other Changes.

#### Recommendation:

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

Approve, and authorize the Director of Airports, or his designee, to execute, the First Amendment to the license and use agreement with T-Mobile West, LLC, (Attachment 1) for a cellular tower at Oxnard Airport, to provide for additional optional extensions, increase rent, and make other changes.

Director Kip Turner provided staff's report on this item and Lease Manager Madeline Herrle responded to a general question posed by Councilmember Bert Perello.

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

## 6. NEW BUSINESS

### OXNARD AIRPORT AUTHORITY

- A. **Subject:** Receive and File a Report Concerning the Status of the Proposal by the Oxnard School District to Construct Two Schools at the Intersection of Doris Avenue and Patterson Road; Receive and File the Report from Ventura Local Agency Formation Commission Concerning the

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**Annexation Process of the District's Proposed School Sites at the Intersections of Doris Avenue and Patterson Road; Approve and Authorize the Chairperson to Send a Letter, on Behalf of the Oxnard Airport Authority, to the City of Oxnard Objecting to the Annexation of the Oxnard School District's Property for the Purpose of Constructing the Schools.**

**Recommendations:**

Staff requests that your Authority:

1. Receive and file staff's report concerning an update on Oxnard School District's (District) proposed school sites at the intersection of Doris Avenue and Patterson Road.
2. Receive and file the report from Ventura Local Agency Formation Commission (LAFCO) concerning the annexation process of the District's proposed school sites at the intersections of Doris Avenue and Patterson Road.
3. Approve and authorize the Chairperson to send a letter, to be prepared by the Director of Airports, to the City of Oxnard objecting to the annexation of the District's property for the purposes of constructing two schools at the intersection of Doris Avenue and Patterson Road.

Director Kip Turner introduced Kai Luoma, Executive Officer for the Ventura Local Agency Formation Commission. Mr. Luoma went over a PowerPoint presentation that detailed the LAFCo process. Mr. Luoma responded to numerous questions posed by Authority members. An extensive discussion took place regarding the proposed school sites and public safety concerns. Public Member Bill Thomas requested that an overlay of the traffic pattern zone be included as an attachment in the letter that is to be sent to the City of Oxnard. Supervisor Kelly Long requested that airport staff attempt to get an updated comment from Caltrans. The last letter on file from Caltrans regarding this project is from 2002.

***Oxnard Airport Authority: Supervisor Kelly Long moved to approve staff's recommendations and Mayor Tim Flynn seconded the motion. All others voted in favor and the motion passed unanimously.***

**7. DIRECTOR'S REPORT**

Director Kip Turner reported back to Authority members on multiple inquiries made by Mark Sullivan at a previous Authority meeting. Mr. Turner shared that John Lewis passed away in a plane crash that occurred on October 8<sup>th</sup> at Camarillo Airport. Mr. Turner also shared that there were aircraft incidents on September 23<sup>rd</sup>, September 25<sup>th</sup> and September 29<sup>th</sup> at Oxnard Airport however there were no injuries. He stated that County staff had a follow-up meeting with representatives from the hangar owners' association on September 26<sup>th</sup>

to discuss the hangar leases. He also stated that a letter went out to tenants on October 3<sup>rd</sup> which provides an update on the status of the hangar leases. Mr. Turner shared that staff is preparing templates for the new leases which will go through the public process.

Director Turner provided a projects update. Regarding the Northeast Hangar Development at Camarillo Airport, staff is still working with the contractor to resolve unknown potential change orders. He also stated that the Oxnard runway design scope is being worked out with the Federal Aviation Administration (FAA) and the department's consultant. The Airport Layout Plan for Oxnard Airport is also moving forward. A draft of the plan was submitted to the FAA for review on October 8<sup>th</sup>. Mr. Turner shared that he is still looking into updating the master plans for both Camarillo and Oxnard airports. He is working with the FAA to secure funding for the master plans and he anticipates seeing forward progress by January, 2020. The grant for the Taxiway H project at Camarillo Airport has been executed and a contract has been awarded to Maxwell Asphalt. It is anticipated that a Notice to Proceed will go out by the end of this month. Mr. Turner stated that the department is currently assessing the structural integrity of the County-owned hangars at both airports. Many hangars are in need of maintenance and repairs.

Director Turner shared that the Aviation Advisory Commission is updating their bylaws. Mr. Turner also shared that staff is still working on the discrepancies noted in the Part 139 inspection that occurred at Oxnard Airport. He provided a personnel update regarding the vacancies in the department's maintenance division. Job offers are currently being made to fill the four regular vacancies and one temporary vacancy. He shared that he is serving as a board member for the Oxnard Chamber of Commerce and the Camarillo Chamber of Commerce.

## **8. REPORTS**

Monthly Activity Report – August 2019  
Monthly Noise Complaints – August 2019  
Consultant Reports – August 2019  
Airport Tenant Project Status – September 2019  
Project Status – September 2019  
Meeting Calendar

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

## **9. CORRESPONDENCE**

Memorandum dated August 29, 2019 from Erin Powers to Distribution List re: Environmental Document Review – County Project

Letter dated September 11, 2019 from Erin Powers to Shannon Montano, California Department of Transportation re: State Matching Funds – Federal Aviation Administration Grant AIP 3-06-0339-037-2019 – Camarillo Airport

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Letter dated September 12, 2019 from Madeline Herrle to Sheila Sannadan, Adams Broadwell Joseph & Cardozo re: Public Records Request – Silverstrand Grid Project

Letter dated September 17, 2019 from Erin Powers to G. Adams, The Adams Companies re: Notice to Proceed, AEA No. 20-04; INDEPENDENT FEE ESTIMATE for Design Engineering Services for Oxnard Airport – Runway, Taxiway Connectors and Taxiway F Reconstruction

Letter dated September 17, 2019 from Erin Powers to Mead & Hunt, Inc. re: Notice to Proceed; Oxnard Airport – Consulting Service Contract; Preliminary Site Investigation Services for Taxiway F Improvements; AEA No. 20-05

Letter dated September 18, 2019 from Madeline Herrle to Mark Sullivan, The Law Office of Mark F. Sullivan re: Airport Properties Limited, LLC; Public Records Request dated September 9, 2019

Letter dated September 19, 2019 from Madeline Herrle to John Neustadt re: Public Records Request dated September 9, 2019

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

#### **10. MISCELLANEOUS HANDOUTS**

***Information was received and filed.***

#### **11. AUTHORITY COMMENTS**

Councilmember Bert Perello thanked Director Kip Turner for his in-depth director's report. Fellow Authority members concurred with Councilmember Perello's comment.

Supervisor Kelly Long thanked department staff for their hard work and professionalism while dealing with the recent incidents at the airport.

#### **12. ADJOURNMENT**

There being no further business, the October 10, 2019 Authority meeting was adjourned at 8:26 p.m.

KIP TURNER, C.M.  
Administrative Secretary



December 2, 2019

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

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

**Recommendation:**

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

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

**Fiscal/Mandates Impact:**

Mandatory: *No*

Source of funding: *Silverstrand Grid, LLC*

Funding match required: *None*

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

**Summary of Revenues and Costs**

	<b><u>FY 2019-20</u></b>	<b><u>FY 2020-21</u></b>
Revenue:	\$ 18,847	\$ 18,847
Costs:		
Direct	0	0
Total Costs	\$ 0	\$ 0
Net Costs – Airport Enterprise Fund	\$ 18,847	\$ 18,847

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**Current Fiscal Year Budget Projection:**

FY 2019-20 Budget Projection for Camarillo Administration – Division 5020 Unit 5021				
	Adopted Budget	Adjusted Budget	Projected Actual	Estimated Savings/(Deficit)
Appropriations	\$2,796,134	\$2,910,129	\$2,910,129	\$0
Revenue	4,696,552	4,696,552	4,696,552	0
Net Cost/Credit	\$(1,900,418)	\$(1,786,423)	\$(1,786,423)	\$0

*Revenue and appropriations are included in the FY 2019-20 adopted budget.*

**Discussion:**

A twenty-five (25) year lease has been negotiated with Silverstrand Grid, LLC, which provides for them to construct a battery storage facility on a vacant 13,961 square foot parcel located at the corner of Houck Street and Willis Avenue. Silverstrand Grid, LLC is one of two successful bidders to respond to Southern California Edison's grid resiliency RFP launched in 2018, which will serve to store excess energy from the local power grid and return it to the grid upon demand.

The project will consist of battery containers, concrete pads for inverters and transformers, and ancillary electrical equipment. The facility will be surrounded by a stucco wall. Silverstrand Grid, LLC will provide new street sidewalks, underground existing utilities, new site lighting and exterior landscaping, as well as contribute to a public amenity (to be determined) at the Camarillo Airport.

The Department of Airports is proud to be the first County Agency to provide grid resiliency facilities and resources to the Goleta / Moorpark subarea to meet long-term local capacity requirements.

Silverstrand Grid, LLC has been paying option fees pursuant to a previously approved Option Agreement as it processes its plans for approval with all applicable agencies.

The proposed lease terms are summarized below.

**Silverstrand Grid, LLC Lease:**

**Premises:** A currently vacant 13,961 square foot parcel of land in the Camarillo Airport Business Park, bordered by Houck St. to the West and Willis Ave. to the south, a free standing tenant-occupied building to the north and a free standing tenant-occupied building to the east.

**Term:** Twenty-five (25) years, commencing upon lease execution, dependent upon development and construction approvals from the City of Camarillo and any other applicable agencies.

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**Rent:** \$1,570.61 monthly, commencing upon lease execution. Adjustments each five (5) years by the change in Rent and Fee Nonaeronautical Land Rate.

**Investment Requirement:** Silverstrand Grid, LLC is required to invest a minimum of \$20,000 per acre per year of lease term within the first twenty-four (24) months of lease, for a total investment of not less than \$160,250. Improvements revert to County upon expiration of the initial lease term.

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 "Kip Turner", with a long horizontal flourish extending to the right.

KIP TURNER, C.M.  
Director of Airports

Attachment:

1. Camarillo Airport Lease between County of Ventura and Silverstrand Grid, LLC

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**CAMARILLO AIRPORT  
LEASE AGREEMENT  
BETWEEN  
COUNTY OF VENTURA  
AND  
SILVERSTRAND GRID, LLC**

**ATTACHMENT 1**

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**LEASE AGREEMENT - CAMARILLO AIRPORT  
SILVERSTRAND GRID, LLC**

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**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

THIS LEASE, hereinafter called "Agreement" is made and entered into by and between:  
**COUNTY OF VENTURA** hereinafter called "**County**," and **SILVERSTRAND GRID, LLC, a Delaware limited liability company**, hereinafter called "**Tenant**."

---

The parties agree that:

1. **PROPERTY LEASED.** County hereby leases to Tenant and Tenant hereby rents from County the property, hereinafter called "Premises," located in the Camarillo Airport Business Park, and hereinafter called "Airport." The Premises are briefly described as follows:

**That portion of County's property located on a portion of parcel 230-0-030-245, Ventura County, California, at the northeast corner of the intersection of Willis Avenue and Houck Street, Camarillo consisting of approximately 13,961 square feet of an existing unimproved area as shown in the drawing marked Exhibit "A," and survey marked Exhibit "A-1" which is attached hereto and made a part hereof by reference.**

2. **TERM**

A. The term of this Agreement is twenty-five (25) years, commencing upon lease execution.

**The initial term is granted based on Tenant's requirement to invest at least \$20,000 per acre per year of lease term within the first two years (24 months) of the lease term, for a total investment of not less than \$160,250. (13,961 SF / 43,560 SF = 0.3205 acre X (\$20,000 X 25 ) = \$160,250.00)**

B. At least 12 months prior to expiration of the initial term, County shall provide written notice to Tenant of its intent that either: 1) Ownership of all improvements on Premises shall revert to County ("Reversion") upon termination of this Agreement; or 2) County shall require Tenant to remove its improvements at the end of the lease term and restore the property to a graded parcel, with any building materials removed.

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 Rent and Fee Schedule adopted by the Board of Supervisors, which is in effect during the time of the Holdover. All other terms and conditions of this Agreement shall remain unchanged.

4. **PURPOSE.** Tenant intends to construct an electric energy storage facility, which shall include foundations, poles, towers, mounting systems, inverters, transformers, energy storage facilities or devices, storage device enclosures, HVAC hardware, fire protection systems, security systems, lighting, control enclosures, switchgear, , temporary construction areas, fencing, overhead or underground electrical and communications lines and conduits, and additional utility lines, cables, conduits, transformers, wires, meters,

COUNTY \_\_\_\_\_  
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**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

monitoring equipment, substations, switch yards, and other related equipment and appurtenances (the "Facility"). Tenant's purpose will include, in addition to construction activities, all activities associated with the placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing the Facility during the term of Lease.

**Premises shall be fenced to provide security and screening from agencies per requirement of applicable governing authorities having jurisdiction.**

The Premises shall be used for the above specified purpose and shall not be used for any other purpose without first obtaining the written consent of the Director of Airports, hereinafter referred to as "Director".

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 assessment 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.

Tenant shall comply with all federal, state, and local laws, rules, and regulations which may apply to the construction of and 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.

**5. USE OF AIRPORT BUSINESS PARK FACILITIES.** Tenant shall have the nonexclusive right to the use of the roadways and other public places in the Airport Business Park, and other public facilities provided by the County. Additionally, if Tenant desires to use any area adjacent to the Premises during its construction of the improvements for construction related activities, staging, or temporary storage, Tenant must separately sign a license agreement, which may include an agreement in approximately the form shown in Exhibit D and any County form license agreement, and pay the required fee, based on the Rent and Fee Schedule,

**6. RENT.**

The monthly rent of \$1,570.61 is calculated at 13,961 SF X \$1.35/SF/YEAR (current land rate), and shall be payable, in advance, on the first day of each month. The monthly rent for the Premises shall be based on the Land Rate, as determined by the latest approved Rent and Fee Schedule established for all leases at the County Airports.

The Rent and Fee Schedule is subject to change by the Board during the term of this Agreement, or any renewal or extension thereof. Rent shall be reviewed and adjusted on the anniversary date of the lease commencement every five- (5) years, based on the then-current Rent and Fee Schedule.

**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 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

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_

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**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

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.

**8. ALTERATIONS BY TENANT.** Tenant shall make improvements, alterations, or additions to the Premises substantially as shown on the attached EXHIBIT "B", provided, however, that approval of such improvements, alterations or additions must be obtained in advance in writing from the Director. All improvements, alterations and additions shall conform to the then current Airport Business Park 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 Airport Director's written approval of plans. Such approval shall not be unreasonably withheld, but shall be conditioned on Tenant having obtained all environmental clearances required by state and federal law.

**9. SIGNS AND ADVERTISING.** Tenant shall not erect or display, or permit to be erected or displayed, on 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 Airports Director's written approval.

**10. DELAY IN DELIVERY OF POSSESSION.** If County, for any reason except that 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 this Agreement, Tenant may terminate this Agreement by so advising County in writing and the effective date of termination shall be set forth in said written notice.

**11. EMPLOYEE INFORMATION.** Tenant shall provide and keep current in the Airports 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 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 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 the County.

Regardless of the form in which Tenant elects to make the security deposit, which may be in the form of a wire transfer, all or any portion of the principal sum shall be available

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**CAMARILLO AIRPORT LEASE  
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unconditionally to County for correcting any default or breach of this Agreement by Tenant, his successors or assigns or for payment of expenses incurred by County as a result of the failure of Tenant, his 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 the 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, 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. INSURANCE.**

A. Tenant, at its sole cost and expense, will obtain and maintain in full force during the term of this Lease the following insurance:

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

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

3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of TENANT and Employer's Liability in the minimum amount of \$1,000,000.

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. County Board of Supervisors 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.

COUNTY \_\_\_\_\_  
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**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

- D. The Department of Airports and the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers are to be named as Additional Insureds as respects premises leased by TENANT under the terms of this Lease on all policies required (except Worker's Compensation). An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County of Ventura must be informed immediately if a claim exceeds the general aggregate of insurance and additional coverage must be purchased to meet the above requirements.
- E. Tenant agrees to waive all rights of subrogation against the Department of Airports and the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising directly or indirectly from the activities performed by TENANT.
- F. Tenant agrees to provide COUNTY with the following insurance documents on or before the effective date of this Lease:
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 immediate termination or suspension of this Lease.

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 Contract or otherwise in law.

**14. INSURANCE DURING COURSE OF CONSTRUCTION.**

- A. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
- B. Professional Liability (Errors and Omissions) Engineers and Architects coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- C. Property Coverage. Course of Construction (Builders Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction until the project is accepted as completed by the County of Ventura, Department of Airports. Should the work being constructed be damaged by fire or any other causes during construction, it shall be replaced by Tenant in accordance with the requirements of the plans and specifications without additional expense to the County of Ventura or the Department of Airports.
- D. All insurance required shall be issued by a company or companies authorized to transact business in the State of California which have a BEST rating of B+ or higher.
- E. Claims Made Insurance. If the Professional Liability coverage is "claims made", Tenant must, for a period of thirty-six (36) months after the construction completion date, maintain insurance with a retroactive date that is on or before the construction start date OR purchase an extended reporting endorsement (tail coverage).

**15. 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

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_

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**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

of the total estimated construction costs of the leasehold improvements as described in Paragraph 4 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 proposed construction, 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.
3. That in default of such completion and payment, such part of the amount of the bond as shall be required to complete the work shall be paid to County as liquidated and agreed damages for the nonperformance of the Tenant's Agreement; it being agreed that the amount of County's damages is extremely difficult to ascertain and determine.
4. That the surety will defend and indemnify County against all loss, costs, damage, expense, claims, and liabilities arising out of or connected with the construction.

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

Should Tenant act as owner/builder then all subcontractors shall provide construction surety bonds on the same condition as above stated for construction surety bonds to be provided by Tenant's general contractor.

All Surety Bonds must be issued by a responsible surety company qualified to do business in the State of California, acceptable to County, and shall remain in effect until the entire cost of the work shall have been paid in full and the new improvements shall have been insured as provided in this Agreement.

In lieu of the above Surety Bonds, Tenant may provide some other instrument satisfactory to the County of cash deposit which shall guarantee to County completion of the required improvements.

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

**17. UTILITIES.** Tenant expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, computer equipment, telephone system, electrical supply system or electrical apparatus or wires serving the Premises. Tenant shall pay all service charges for gas, water, and electricity serving the Premises. Tenant shall pay connection fees and charges for all utilities, and service charges for electronic, computer or telephones equipment installed, used, or operated by Tenant on the Premises.

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

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**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

orderly, and safe condition.

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

**20. COOPERATION BETWEEN TENANTS.** The Tenant shall cooperate with all other Tenants of the County who will be operating businesses at the Airport Business Park and shall conduct its operations so as to avoid interference with the operations of other Tenants. Any difference or conflict, which may arise between the Tenant and other tenants, will be adjusted and determined by the Director. If the operations of the Tenant are impaired because of any acts or omissions of such other Tenants, the Tenant shall have no claim against the County on that account.

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

**22. REPAIRS AND MAINTENANCE BY TENANT.** Tenant accepts the Premises in the present condition. Following the completion of Tenant's improvements to the Premises and development of the battery project as outlined in Exhibit "B", during the course of the lease Tenant shall keep the premises in good condition and repair and shall make any repair and modification necessary to comply with all applicable building codes and regulations, and shall make all repairs and replacements, capital in nature or otherwise, necessary to maintain the premises in good condition and repair. Tenant shall inspect the batteries on a regular basis, and provide County with those reports. Tenant shall also maintain any lawns, landscaping, signage, walkways, and parking areas within Premises to the satisfaction of the Director.

Prior to the commencement of lease year 11, Tenant shall arrange for an inspection of the facilities by a qualified, independent third party inspector for the purpose of assessing any capital improvements and maintenance needs reasonably projected to be required to allow for continued use of the facility through the next 10 years, normal wear and tear excepted. Designation of the inspector is subject to the consent of County which consent shall not be unreasonably conditioned, withheld or delayed. County and Tenant shall meet and confer in good faith during the inspection and report process. Tenant shall perform all work reasonably required by the inspection report (s) within twelve (12) months of notice of requirements to repair/restore.

**23. ENTRY BY COUNTY.** Unless in the event of an emergency, in which case no notice shall be provided, upon twenty-four (24) hour written notice submitted to Tenant, County may enter upon the Premises at all reasonable times to examine the condition thereof. A representative of the Tenant may accompany the County during County's entry and access upon the Premises but the presence of a Tenant representative is not required for County to enter or access the Premises.

**24. COMPLIANCE WITH LAW.** Tenant shall not use or permit the use of the Premises for any illegal or immoral purposes and shall comply with all Federal, State, and local laws and ordinances concerning the Premises and use thereof.

**25. NO SMOKING PROVISIONS.** Per Ventura County Comprehensive Smoke-Free

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**CAMARILLO AIRPORT LEASE  
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Ordinance, Ventura County Ordinance Code section 6707, smoking and the use of tobacco products in all vehicles, buildings, and other areas owned or under the legal control of the County of Ventura is prohibited, except for smoking areas designated by the Ventura County Executive Officer or Public Health Department Director

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

**27. FIRE REGULATIONS.** Tenant shall at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention, and shall furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places on the Premises. 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 the Fire Department, Tenant agrees to make any and all corrections in the manner required by the Fire Department within thirty (30) days after receipt of such notice.

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

A. Avoid any pollution of the atmosphere or littering of Airport Business Park caused by or originating in, on, or about Tenant's facilities.

B. Keep the noise level on the Premises to a minimum so that other tenants may effectively utilize other areas of the Airport Business Park 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 the Tenant's activities on the property, which is the subject of this agreement, 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 Department 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 paragraph, from the property in question prior to the termination of the lease. 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 Department, Tenant assumes liability therefore and agrees to allow County to use any and all security deposits to pay for such cleanup and/or removal.

**29. 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, punitive or exemplary damages assigned due to contaminating or polluting activities of the Tenant will be borne entirely by the Tenant.

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**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

**30. STORMWATER REGULATIONS ACKNOWLEDGMENTS.** Notwithstanding any other provisions or terms of this Agreement. Tenant acknowledges the 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 provided. Tenant further acknowledges that it is familiar with these stormwater regulations; that it conducts or operates vehicle maintenance, 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. Airport and Tenant both acknowledge that close cooperation is necessary to minimize costs. Tenant acknowledges and agrees that it undertake all reasonably necessary actions to minimize the exposure of stormwater to significant materials generated, stored, handles, or otherwise used by Tenant, by adhering to County requirements and Best Management Practices. "Best Management Practices" describes 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 Practice inspections to assure Tenants compliance.

**31. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement, or any interest therein, and shall not sublet said 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 Director, and such consent shall not be unreasonably withheld. Any assignment or subletting without the written consent of the Director shall be void, and shall, at the option of the County, terminate this Agreement.

Additionally, further 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 County of Ventura Department of Airports Rent & Fee Schedule.

**32. DOCUMENT PROCESSING FEE.** Consistent with a Resolution adopted by the Ventura County Board of Supervisors, a DOCUMENT PROCESSING FEE shall be paid by Tenant in accordance with Board approved "Rent and Fee Schedules" for "Tenant initiated" drafting and/or processing of each Amendment, Assignment, Concurrence, Change of Ownership, Approval to Sublease, Extension of Lease Term, Option to Lease Addition, or other "Special Modification(s)." 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 pursuant to transaction. County initiated documents are exempt from processing fee charges.

**33. 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.

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_

6a14

**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

**34. CLAIMS AND PROTEST.** During the reasonable hours, County, its agents or employees shall have the right, but not the obligation, to enter upon and inspect the Premises and operations and to make written Demand to Perform upon Tenant to perform its obligations under this Agreement. Such demand shall specify the obligations to be performed. If Tenant disputes such demand, within thirty (30) days after any such demand is given, Tenant shall file a written Protest of Demand with County stating clearly and in detail its objections and reasons. If Tenant does not file such protest within thirty (30) days, Tenant shall be deemed to have waived and does hereby waive all claims for damages and adjustments against County arising out of the demand. Upon receipt of any such protest from Tenant, County, its agents or employees, shall review the demand objected to and Tenant's protest and shall within thirty (30) days notify Tenant in writing of its decision which shall be binding on all parties, unless within thirty (30) days thereafter Tenant shall file with the Board of Supervisors (hereinafter called "Board") a Protest of Decision. Within thirty (30) days of receipt of such protest, Board shall render its decision. Failure by Board to render its decision within thirty (30) days shall be deemed a rejection of the protest and ratification of County's decision.

**35. WAIVER AND NON WAIVER.** The failure of County to either:

A. Give any notice of default or breach of the Agreement, or

B. Terminate the Agreement because of a default or breach thereof, or

C. Exercise any other right conferred on it pursuant to this Agreement, shall not be a waiver of any right or rights conferred by the Agreement nor shall County be stopped to assert such right or rights at any reasonable time after County has knowledge of a breach or default.

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

**36. PARTIES BOUND AND BENEFITED.** The terms and conditions herein contained shall apply to and bind the heirs, successors, executors, Administrator's, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

**37. TIME.** Time is of the essence of this Agreement.

**38. HOLD HARMLESS and INDEMNIFICATION.** TENANT agrees to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against TENANT, COUNTY or others, judgements, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of TENANT'S use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by TENANT.

COUNTY  
TENANT

6015

**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

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

**40. FAA SPECIAL PROVISIONS.**

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

B. Tenant, for himself, his personal representatives, successors in interest, and assigns, as 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) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

C. That in the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease 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 the 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 Provision 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 therefore or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce Provisions.

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_

6a/b



**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

F. Tenant agrees that it shall insert the above five Provisions in any lease agreement, contract, etc., 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 herein leased.

G. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure 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. The 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. The Tenant assures that it will require that its covered suborganizations provide assurances to the 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 the 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 the 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 the Tenant in this regard.

J. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, 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 Federal Aviation 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 the 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 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 land leased hereunder above the mean sea level elevation of more than 100 feet. In the event the aforesaid covenants are breached, the 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 the Tenant.

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_

6a17

**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

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 the Tenant.

P. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government 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 during the time of war or national emergency.

**41. GOVERNMENT INCLUSIONS.** This Agreement shall be subordinate to the provisions of any existing or future agreements between the county and the United States Government 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 the provisions 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.

**42. FEDERAL GOVERNMENTS 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 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.

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

**44. CONDITION OF PROPERTY UPON TERMINATION.** Upon the termination of this Agreement for any reason, Tenant shall vacate the Premises and deliver it to County in good order and condition, damage by the elements, fire, earthquake and ordinary wear and tear excepted.

**45. REMOVAL OF TENANTS PERSONAL PROPERTY.** Unless otherwise mutually agreed in writing by the parties hereto, at the expiration, termination or cancellation of this Agreement, the Tenant shall have removed, at its own expense, all personal property of any kind owned or placed on the Premises by the Tenant, along with all debris, surplus and salvage material, and shall leave the Premises in a clean and orderly condition. If the Tenant does not remove, or has not completed removal of its personal property within thirty (30) days after such expiration, termination or cancellation, title thereto shall vest in the County. County may thereafter remove or cause to be removed or destroyed, such personal property left on the Premises, and in such event, Tenant shall pay the County the reasonable and actual cost of any such removal, sale or destruction in excess of any

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_

6a18

**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

consideration received by County as a result of any such removal, sale or demolition

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

**47. AGREEMENT MODIFICATIONS.** Subject to the terms and provisions of Section 33, this Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. Director or an authorized representative on behalf of the County may execute such modification.

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

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

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

**51. 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:

Silverstrand Grid, LLC  
Attn: Barnaby Olson, Manager  
1495 Canyon Blvd., Ste. 218  
Boulder, CO 80302

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

**\*\*\*\* SIGNATURES NEXT PAGE \*\*\*\***

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_ **6a19**

**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

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

**COUNTY OF VENTURA**

**By:** \_\_\_\_\_  
**Director, Department of Airports**

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

**SILVERSTRAND GRID, LLC**

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

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

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_ *6a20*

**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

**EXHIBIT A**

**DEPICTION OF PREMISES BY SITE PLAN, SURVEY AND/OR DRAWING**



COUNTY  
TENANT

— 6a21

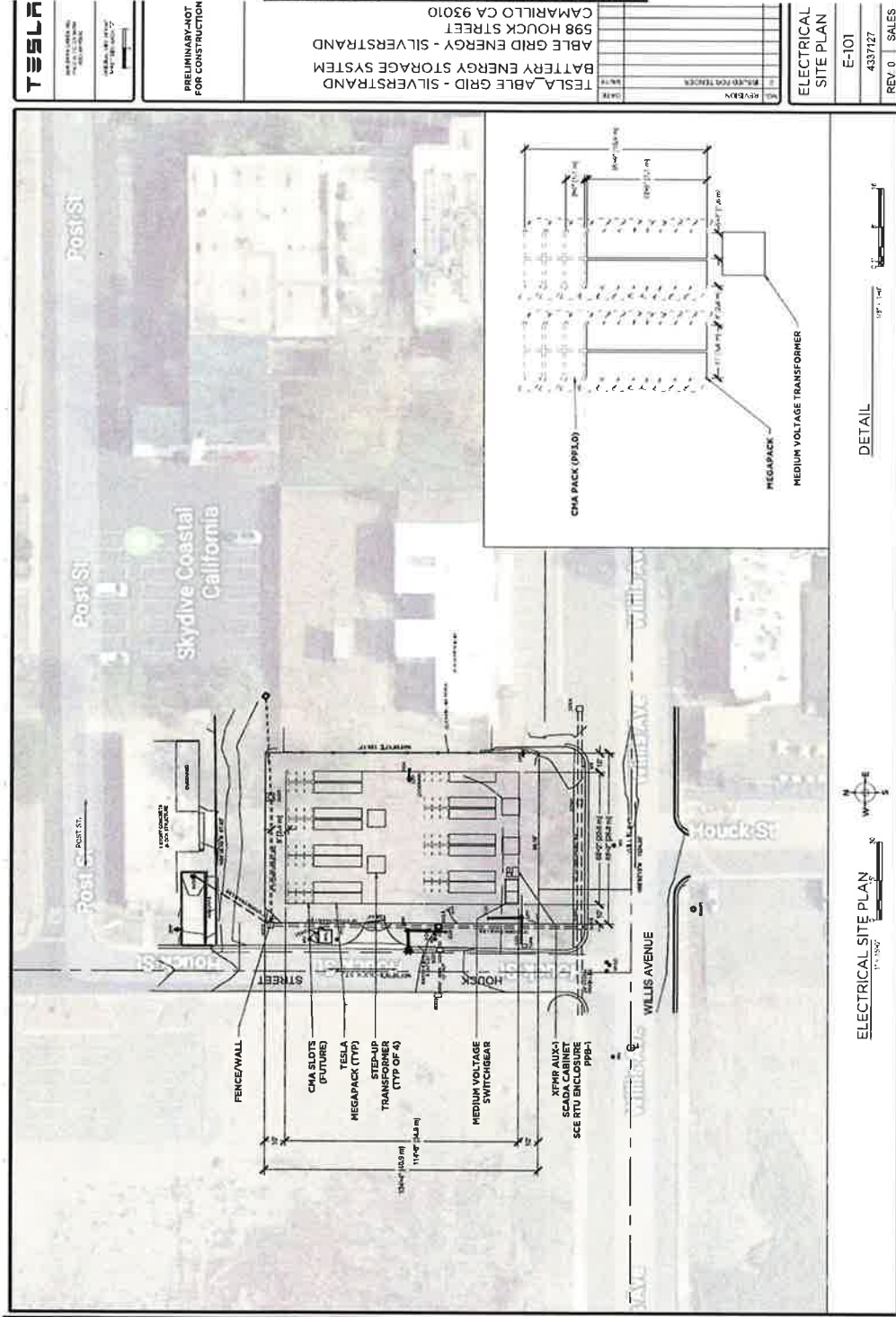




# CAMARILLO AIRPORT LEASE SILVERSTRAND GRID, LLC.

## EXHIBIT "B"

### TENANT'S DEVELOPMENT PLAN



COUNTY = **Ca23**  
TENANT

**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

**EXHIBIT "C"**

**- NOT INCLUDED -**

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_ 6a24



**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

**EXHIBIT "D" – DRAFT FORM OF LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is entered into by the County of Ventura (hereinafter referred to as "County"), and Silverstrand Grid, LLC, a Delaware limited liability company (hereinafter referred to as "Silverstrand").

**RECITALS:**

- A. Under a separate lease ("Lease"), Silverstrand is leasing County property, located in the Camarillo Airport Business Park, and located on a portion of parcel 230-0-030-245, Ventura County, California, at the northeast corner of the intersection of Willis Avenue and Houck Street, consisting of approximately 13,961 square feet of an existing unimproved area.
- B. Silverstrand desires to use County property directly west of the leased area and adjacent to the west side of Houck Street ("Licensed Area") on a temporary basis during the construction of its facilities on the leased area. The Licensed Area is shown in the drawing marked Exhibit "1".

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, County hereby agrees, and covenants as follows:

**1. LICENSE.** County does hereby grant to Silverstrand, its successors and assigns, and Silverstrand's respective agents, employees, contractors, invitees, and licensees, subject to all of the terms and conditions of this Letter Agreement, a temporary, non-exclusive license in, on, over, and upon the Licensed Area, an area not to exceed 9,375 SF, for the purpose of access, ingress and egress in order to perform any and all activities associated with construction mobilization, pre-assembly, storage and material staging, and equipment storage as necessary to build the facilities described in the Lease. Mobilization will include any construction trailers, parking and assembly areas for construction workers and management. Material staging and storage will include energy storage system related materials including, cable, conduit, electrical and mechanical cabinets both populated and not populated, concrete forms and other construction materials and equipment. Silverstrand shall keep the Licensed Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Silverstrand in connection with the grant of use. Silverstrand shall install a temporary fence for safety and vandalism deterrent purposes, with restricted access.

**2. TERMINATION OF AGREEMENT.** This License Agreement and the license granted hereunder shall terminate and expire 30 days after the Commercial Operation Date, as set forth in Section 52 of the Lease Agreement, without the necessity of any further documentation.

**3. INDEMNIFICATION.** Silverstrand shall indemnify, defend, protect and hold County harmless from and against all losses, costs, damages, liabilities and expenses arising because of any bodily injury, death or physical damage to property caused by the acts or negligent omissions of Silverstrand or any of its agents, employees, contractors, invitees, permittees, and licensees in connection with the use of the property pursuant to this License Agreement.

**4. RESTORATION.** Silverstrand shall, at its own cost, restore the Licensed Area to the conditions that existed before the date on which set this License Agreement took effect.

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_

6a25

**CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.**

**EXHIBIT "D" – LICENSE AGREEMENT (cont.)**

**5. APPLICABLE LAW.** This License Agreement shall be governed by the laws of the State of California and shall not be amended or modified unless by an instrument in writing executed by County and Silverstrand, or their successors or permitted assigns.

1

COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_ *6a2b*

CAMARILLO AIRPORT LEASE  
SILVERSTRAND GRID, LLC.

EXHIBIT "D" – LICENSE AGREEMENT (cont.)

EXHIBIT "1" – LICENSE AREA



COUNTY \_\_\_\_\_  
TENANT \_\_\_\_\_ 6a27

## MONTHLY ACTIVITY REPORT

Month ending September 30, 2019

### Hangars and Tie-downs:

Camarillo				Oxnard					
		Inventory	Occupied	Available			Inventory	Occupied	Available
Hangars				Hangars					
Private	170	170	0	Private	55	55	0		
County	125	112	13	County	69	67	2		
Total	295	282	13	Total	124	122	2		
Tie-downs				Tie-downs					
County	96	84	12	County	7	4	3		
Western Cardinal	25	18	7	Goldenwest Jet Center	15	11	4		
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2		
Visitor	35			Visitor	7				
Total	191	132	24	Total	37	21	16		

### Airport Operations:

	Camarillo	Oxnard
Current year for the month	13,118	6,093
Last year for the month	11,682	4,707
% Change	12%	29%

### Other:

	Camarillo	Oxnard
Citations issued	0	2
Cards issued to transient overnight aircraft	39	1
Noise/nuisance compliants	0	3
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	106	24

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

8al

## MONTHLY ACTIVITY REPORT

Month ending October 31, 2019

### Hangars and Tie-downs:

Camarillo				Oxnard					
		Inventory	Occupied	Available			Inventory	Occupied	Available
Hangars				Hangars					
Private	170	170	0	Private	55	55	0		
County	125	112	13	County	69	67	2		
Total	295	282	13	Total	124	122	2		
Tie-downs				Tie-downs					
County	96	84	12	County	7	4	3		
Western Cardinal	25	18	7	Goldenwest Jet Center	15	11	4		
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2		
Visitor	35			Visitor	7				
Total	191	132	24	Total	37	21	16		

### Airport Operations:

	Camarillo	Oxnard
Current year for the month	13,019	6,525
Last year for the month	10,966	6,678
% Change	19%	-2%

### Other:

	Camarillo	Oxnard
Citations issued	0	0
Cards issued to transient overnight aircraft	31	2
Noise/nuisance compliants	0	1
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	106	24

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

8a2

# MONTHLY NOISE COMPLAINT SUMMARY CAMARILLO AIRPORT

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

\* Unable to identify aircraft

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

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

\*\*\*\* Complaint not related to noise

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

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

861

September, 2019



# MONTHLY NOISE COMPLAINT SUMMARY OXNARD AIRPORT

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
9/9 9:24am Clear	Noise	T & G	Cessna	5500 Block West 5 <sup>th</sup> Street, Oxnard, CA	1	2	***	N/R
9/9 11:35am Clear	Noise	T&G	Cessna	5500 Block West 5 <sup>th</sup> Street, Oxnard, CA	1	2	***	N/R
9/18 1:20pm Clear	Noise	T&G	Beechcraft	960 Block Mandalay Beach Road, Oxnard, CA	1	1	***	N/R

\* Unable to identify aircraft

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

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

\*\*\*\* Complaint not related to noise

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

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

862

September, 2019

# MONTHLY NOISE COMPLAINT SUMMARY CAMARILLO AIRPORT

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

\* Unable to identify aircraft

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

\*\*\* A normal approach or pattern was observed by Operations and/or ATC approved – Pilot contacted if able

\*\*\*\* Complaint not related to noise

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

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

863

October, 2019

# MONTHLY NOISE COMPLAINT SUMMARY OXNARD AIRPORT

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
10/17 11:50pm Clear	Noise	T&G	Cessna	5500 Block West 5 <sup>th</sup> Street, Oxnard, CA	1	1	***	N/R

\* Unable to identify aircraft

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

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

\*\*\*\* Complaint not related to noise

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

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

864

October, 2019



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

### **Status Update:**

- “Draft” aviation demand forecasts have been prepared and were coordinated with airport staff on July 5, 2019. The Consultant has had initial conversations with airport staff regarding the forecasts as it relates to the critical design aircraft.
- On-site surveying has been conducted by a Subconsultant for further input in the airfield drainage study.

### **Upcoming Action Items:**

- Coordination of the aviation demand forecasts with the FAA pending airport staff review.
- Evaluation of airfield geometry improvements pending forecast review.
- Recommended airfield drainage enhancements pending the proposed airfield geometry improvements.

**Project Percent Complete:** The study is 41 percent complete through September 2019.

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

### **Status Update:**

- Airport staff and the Consultant took part in a coordination meeting with the FAA on September 18, 2019, to discuss the project. Items related to forecasts, critical design aircraft, and ultimate airfield design were discussed in detail.
- Since this meeting, the Consultant is working with airport staff on making revisions to the existing/ultimate critical design aircraft as it relates to the project forecasts. A revised forecast submittal is being updated in order to coordinate with the FAA.
- The Consultant is preparing the “draft” Narrative Report and ALP Drawing set as it relates to prior coordination.

### **Upcoming Action Items:**

- Submit revised forecast to the FAA as it relates to the existing/ultimate critical design aircraft.
- Coordination and review of the “draft” Narrative Report and ALP Drawing set with airport staff.
- Ultimate coordination of “draft” ALP drawing set with the FAA for review.

**Project Percent Complete:** The study is 91.4 percent complete through September 2019.

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**PROJECT STATUS REPORT**  
Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc  
Revision Date 15-Oct-19



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3138400-181115.01 AEA 18-14 AIP TBD	OXNARD	<b>DESIGN SERVICES PRELIMINARY DESIGN SERVICES FOR THE OXNARD RUNWAY AND TAXIWAY REHABILITATION / RECONSTRUCTION</b>  Preliminary design includes topographic survey, geotechnical investigation, and evaluation of preliminary design alternatives.	a) Continuation of design analysis for ADG D-III runway analysis. Taxiway connector portion of the analysis being removed from the project to allow for timely report completion.  b) FAA concurred with MALS Alternative 1, Option 3 for meeting 150/5300-13A runway design standards. Mead & Hunt continuing with preliminary design based on the preferred alternative.	80%	a) Refer to Status items a and b. Draft preliminary design concept report and draft preliminary plans to be submitted within 2 weeks.  b) County to prepare an amendment for contract change of scope (overall deductive amendment).
3168900-132415.05 AEA 18-06	CAMARILLO	<b>CONSTRUCTION SERVICES NORTHEAST HANGAR DEVELOPMENT, PHASE 1</b>  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) Continue working with Contractor to resolve unknown potential change orders.	24%	a) Refer to Status item a.  b) Mead & Hunt prepared draft amendment request for County review on 8-26-19.
3168900-182312.01 AEA 19-05 AIP - N/A	CAMARILLO	<b>DESIGN SERVICES TAXIWAYS A, E, F, AND RUN-UP AREA PAVEMENT MARKING IMPROVEMENTS</b>  Remarking of associated taxiway centerlines, edge markings, and run-up apron markings.	a) Draft plans and specs submitted 10/16/18.  b) Updated plans and cost estimate, submitted 3/14/19, reflect additional scope of work and project phasing aligned with County's pavement removal contractor.	75%	a) Mead & Hunt to prepare final contract documents and advertise for bidding after receipt of County comments.
22069-170271.03 AEA 20-02 AIP - N/A	CMA & OXR	<b>DESIGN SERVICES ON-CALL SERVICES (2019-2020)</b>  On-call services at the request of the County. Period is effective through June 30, 2020.	a) Execution of contract in progress.	0%	a) Refer to Status item a.
22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	<b>DESIGN SERVICES OXR AND CMA DBE UPDATES (2018-2019)</b>  Develop DBE program and goals as well as prepare yearly reports.	a) CMA i) Program submitted and approved. ii) Goal submitted and approved. iii) Misc. annual reporting. All have been submitted into the FAA Rights System and are in the Queue for FAA approval. iv) Next annual report due in December.  b) OXR i) Program submitted to FAA for approval. This report includes both CMA and OXR, and, since CMA is approved, OXR approval should be forthcoming. ii) Goal submitted to FAA for approval. iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the queue for FAA approval.	45%	a) None at this time.

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

### **Status Update:**

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

### **Upcoming Action Items:**

- Coordination of the aviation demand forecasts with the FAA pending airport staff review and comment.
- Evaluation of airfield geometry improvements pending forecast review/FAA approval.
- Recommended airfield drainage enhancements pending the proposed airfield geometry improvements.

**Project Percent Complete:** The study is 41 percent complete through October 2019.

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

### **Status Update:**

- Airport staff coordinated revised forecasts related to the ultimate critical aircraft with the FAA on October 8, 2019.
- The FAA replied by providing comments to airport staff on October 21, 2019
- Airport staff has been working with the Consultant to respond to FAA comments on the ultimate critical design aircraft and make appropriate revisions in order to re-submit the forecasts to the FAA for re-approval.
- A forecast re-submittal is being updated in order to coordinate with the FAA in early November 2019.
- The Consultant is preparing the “draft” Narrative Report and “draft” ALP Drawing Set to coordinate with airport staff and ultimately the FAA once the forecasts are re-approved.

### **Upcoming Action Items:**

- Submit revised forecast to the FAA as it relates to the ultimate critical design aircraft (early November 2019).
- Coordination and review of the “draft” Narrative Report and “draft” ALP Drawing set with airport staff and ultimately the FAA.

**Project Percent Complete:** The study is 92.2 percent complete through October 2019.

8c3



**PROJECT STATUS REPORT**  
Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc  
Revision Date 14-Nov-19



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3138400-181115.01 AEA 18-14 AIP TBD	OXNARD	<b>DESIGN SERVICES PRELIMINARY DESIGN SERVICES FOR THE OXNARD RUNWAY AND TAXIWAY REHABILITATION / RECONSTRUCTION</b>  Preliminary design includes topographic survey, geotechnical investigation, and evaluation of preliminary design alternatives.	a) Draft Preliminary Design Concept Report and Preliminary Plans submitted for County review on November 1, 2019.	95%	a) County review of draft deliverable documents. b) County to prepare an amendment for contract change of scope (overall deductive amendment).
3138400-181115.03 AEA 20-05 AIP TBD	OXNARD	<b>DESIGN SERVICES PRELIMINARY SITE INVESTIGATION SERVICES FOR THE OXNARD TAXIWAY F IMPROVEMENTS</b>  Preliminary site investigation includes geotechnical investigation and topographic survey for the proposed improvement limits.	a) Field work for geotechnical investigation and topographic survey completed in October. Laboratory analysis for geotechnical investigation underway. Processing of draft topographic survey analysis provided in early November.	25%	a) Design team to continue performing laboratory analysis of material samples and review of topographic survey.
3168900-132415.05 AEA 18-06	CAMARILLO	<b>CONSTRUCTION SERVICES NORTHEAST HANGAR DEVELOPMENT, PHASE 1</b>  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) Continue working with Contractor to resolve unknown potential change orders.	24%	a) Refer to Status item a. b) Mead & Hunt prepared draft amendment request for County review on 8-26-19.
3168900-182312.01 AEA 19-05 AIP - N/A	CAMARILLO	<b>DESIGN SERVICES TAXIWAYS A, E, F, AND RUN-UP AREA PAVEMENT MARKING IMPROVEMENTS</b>  Remarking of associated taxiway centerlines, edge markings, and run-up apron markings.	a) Draft plans and specs submitted 10/16/18. b) Updated plans and cost estimate, submitted 3/14/19, reflect additional scope of work and project phasing aligned with County's pavement removal contractor.	75%	a) Mead & Hunt to prepare final contract documents and advise for bidding after receipt of County comments.
3168900-190121.02 AEA 20-03 AIP - N/A	CAMARILLO	<b>CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION</b>  Surface treatment and remarking of Taxiway H.	a) Coordinate execution of contract with construction contractor.	0%	a) After execution of contract with contractor, schedule preconstruction meeting.
2206900-170271.03 AEA 20-02 AIP - N/A	CMA & OXR	<b>DESIGN SERVICES ON-CALL SERVICES (2019-2020)</b>  On-call services at the request of the County. Period is effective through June 30, 2020.	a) Contract executed.	0%	a) Develop County-requested proposal for pavement marking updates and pavement analysis.

8c4

22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	<p><b>DESIGN SERVICES</b> <b>OXR AND CMA DBE UPDATES (2018-2019)</b></p> <p>Develop DBE program and goals as well as prepare yearly reports.</p>	<p>a) CMA</p> <ul style="list-style-type: none"> <li>i) Program submitted and approved.</li> <li>ii) Goal submitted and approved.</li> <li>iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the Queue for FAA approval.</li> <li>iv) Next annual report due in December.</li> </ul> <p>b) OXR</p> <ul style="list-style-type: none"> <li>i) Program submitted to FAA for approval. This report includes both CMA and OXR, and, since CMA is approved, OXR approval should be forthcoming.</li> <li>ii) Goal submitted to FAA for approval.</li> <li>iii) Misc. annual reporting. All have been submitted into the FAA Civil Rights System and are in the queue for FAA approval.</li> <li>iv) The next annual report is due in December.</li> </ul>	45%	a) None at this time.
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**AIRPORT TENANT  
PROJECT STATUS  
November 21, 2019**

**CAMARILLO**

- ➔ CloudNine Development Draft Initial Study and Mitigated Negative Declaration available for public review. Notice of Availability published in VCStar 10/21/19, posted by the County Clerk 10/21/19 and added to Airport website.

**OXNARD**

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

**OTHER**

- ➔ None

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

**November 2019**

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates			% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp	
5	CMA 295 Willis HVAC Replacement	<u>\$264,565</u>		<u>County GSA</u>	N/A	N/A	TBD	TBD	GSA revised scope of work for project and the revised bid has been accepted. GSA to provide a tentative work schedule for review.
5	CMA TWY's A, E, F, and Run-up Area Pavement Marking Improvements	<u>\$18,285</u>		<u>Mead &amp; Hunt</u>	TBD	TBD	TBD	TBD	Pavement markings due for restriping to refresh faded markings and to meet FAA compliance requirements. Construction estimated at \$68,435. Next Steps: Finalize plans and specifications and set bid date for priority markings.
3 & 5	OXR & CMA Disadvantaged Business Enterprise Program Goal Updates and Annual Reports	<u>\$17,985</u>		<u>Mead &amp; Hunt</u>	N/A	8/14/18	N/A	N/A	CMA plan submitted and approved. OXR program submitted; awaiting approval. Next annual accomplishment reports due 12/19.
3 & 5	OXR & CMA Design Systems for Solar Alternatives	<u>\$47,000</u>		<u>Mead &amp; Hunt</u>	N/A	12/10/15	N/A	N/A	Reflectivity studies completed for several potential sites at CMA & OXR Airports. Final reflectivity study for site at NE Hangar Development submitted for FAA review.
3	OXR PFAS Work Plan & Testing	<u>\$7,950</u> <u>\$104,531</u>		<u>Ninyo &amp; Moore</u>	N/A	6/6/19	N/A	TBD	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan for later testing to determine if PFAS is present in soil or groundwater. Work plan

		Estimate			Scheduled or Actual Dates				%	
										approved by State Water Board, contract in place for required testing, just waiting FAA 7460 approval before work can be scheduled.
3	Runway Markings Re-stripe	\$57,376			Super Seal & Stripe	N/A	10/31/19	12/9/19	TBD	100
										Faded markings on runway to be refreshed, per Part 139 inspection. Work to take place at night. Waiting for schedule confirmation.

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

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

**November 2019**

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236	\$101,792	Mead & Hunt Toro Enterprises	8/15/17	10/17/17	12/5/19	TBD	100	Building and Safety plans ready, pending completion of grading work. Construction start proposed for December 5 <sup>th</sup> pending final project coordination with contractor.
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$147,300		Coffman Assoc.	N/A	1/24/19	N/A	TBD	41	Work underway. Consultant coordinating draft forecasts with Airport. Drainage survey information under consultant review.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$47,640 \$213,351		Mead & Hunt, Maxwell Asphalt	6/25/19	8/15/19	TBD	11/6/19	100	Waiting on contract and proposed project schedule. Expect to have both soon.
3	OXR Airport Layout Plan Update	\$246,176		Coffman Assoc.	N/A	10/17/17	N/A	12/30/19	90	Work underway. Working with FAA to approve a revised forecast to reflect ultimate conditions, maintain current capabilities and incorporate into layout plans and narrative report.
3	OXR TWY F Site Investigation	\$96,770		Mead & Hunt	N/A	10/17/19	N/A	2/15/20	25	Geotechnical and survey work completed. Laboratory analysis underway.

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**County of Ventura**  
Department of Airports  
Fund: E300  
Statement of Net Assets  
As of September 30, 2019  
(Unaudited)

**ASSETS**

Cash	\$ 19,281,400
Cash - petty cash/change fund	500
Receivables:	
Accounts receivable net of allowance for Uncollectable accounts of \$20,000	160,800
Interest receivable	123,900
Grants receivable	-
Capital assets:	
Easements	848,800
Land	9,362,500
Land improvements	48,410,800
Building & Improvements	18,143,300
Equipment	1,163,600
Vehicle	989,700
Construction in Progress	2,825,500
Accumulated depreciation	(44,070,000)
Deferred outflows related to pensions	765,300
<b>Total assets</b>	<b><u>\$ 58,848,100</u></b>

**LIABILITIES**

Accounts payable	\$ 21,900
Accrued liabilities	71,700
Short-term compensated absences	98,700
Due to other funds - GSA, ITS, PWA	-
Unearned revenue (prepayments)	58,700
Security deposit	618,900
Unreserved overpayments	164,400
Long-term compensated balances	72,100
Net pension liability	1,829,200
Deferred inflows related to pensions	312,800
<b>Total liabilities</b>	<b><u>\$ 3,320,100</u></b>

**NET ASSETS**

Invested in capital assets net of related debt	\$ 37,674,200
Unrestricted Net Assets	<u>17,853,800</u>
<b>Total net assets</b>	<u>55,528,000</u>
<b>Total liabilities and net assets</b>	<b><u>\$ 58,848,100</u></b>

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**County of Ventura**  
**Department of Airports**  
**Fund: E300**  
**Statement of Cash Flows**  
**July 1, 2019 thru September 30, 2019**  
**(Unaudited)**

**Operating Activities:**

Permits	\$ 12,731
Fines and penalties	2,098
Rents and concessions	664,384
Percentage lease rent	78,143
Tiedown rents	36,332
Hangar rents	221,666
Land rent - hangars	144,350
Transient tiedown rents	1,168
Landing fees	21,861
Parking fees	6,974
Gas & oil fuel flow percentage	72,737
% rent-all other gross rec	548,143
Insurance claims	
Miscellaneous	2,694
Salaries & Benefits	(826,856)
Service & Supplies	(340,797)
Interest Received	
Interest Paid	
Prepay/Security Deposit	(119,972)
CUE tax assessment	(59,617)
	<hr/>
<b>Cash Provided by Operating Activities</b>	<b>\$ 466,039</b>

**Investing Activities:**

State and federal grants	182,760
Fixed asset sales/(purchases)	
Capital Expenditures	(75,670)
	<hr/>
<b>Cash Used in Investing Activities</b>	<b>107,090</b>

**Financing Activities:**

Transfers out to other funds **	
Principal Payment on Short & Long Term Debt	
	<hr/>
<b>Cash Provided by Financing Activities</b>	<b>-</b>
	<hr/>
<b>Increase (Decrease) in Cash &amp; Equivalents</b>	<b>\$ 573,129</b>
<b>Cash &amp; Equivalents-Beginning of Year</b>	<b>\$ 18,708,291</b>
	<hr/>
<b>Cash &amp; Equivalents-End of Period</b>	<b>\$ 19,281,420</b>
	<hr/>

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**County of Ventura**  
**Airport Enterprise-Camarillo Oxnard**  
**Statement of Revenues and Expenses**  
**July 1, 2019 thru September 30, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

	Camarillo	Oxnard	Total
<b>Revenues:</b>			
Permits	\$ 10,500	\$ 2,400	\$ 12,900
Fines and penalties	3,600	700	4,300
Rents and concessions	610,700	68,400	679,100
Percentage lease rent	33,900	44,300	78,200
Tiedown rents	35,600	1,000	36,600
Hangar rents	149,900	87,700	237,600
Land rent - hangars	102,600	27,400	130,000
Transient tiedown rents	1,000	100	1,100
Landing fees	17,800	4,500	22,300
Parking fees	-	7,000	7,000
Gas & oil fuel flow percentage	56,200	16,500	72,700
% rent-all other gross rec	422,000	126,400	548,400
Miscellaneous	2,300	600	2,900
Total operating revenues	<u>\$ 1,446,100</u>	<u>\$ 387,000</u>	<u>\$ 1,833,100</u>
<b>Expenditures:</b>			
Current:			
Salaries and wages	\$ 347,200	\$ 96,800	\$ 444,000
Benefits	237,300	95,500	332,800
Admin salaries allocated to Oxnard Airport	(64,100)	64,100	-
Agricultural	-	-	-
Uniforms and clothing	400	100	500
Communications	14,800	8,700	23,500
Household expense	1,100	-	1,100
Insurance	-	-	-
Indirect county costs	-	-	-
Maintenance-equipment	13,500	5,900	19,400
Maintenance-building and improvements	66,500	7,100	73,600
Memberships and dues	3,100	300	3,400
Miscellaneous expense	4,600	4,500	9,100
Office expense	5,500	-	5,500
Professional and specialized services	106,000	10,700	116,700
Rents and leases - equipment	4,500	1,500	6,000
Small tools and equipment	18,700	-	18,700
Transportation charges	12,700	8,100	20,800
Conference and seminars	6,300	-	6,300
Utilities	(4,500)	2,400	(2,100)
Education, books and training	5,100	1,200	6,300
Taxes and licenses	59,600	-	59,600
Bad debts	-	-	-
Depreciation	253,400	243,300	496,700
Total operating expenditures	<u>\$ 1,091,700</u>	<u>\$ 550,200</u>	<u>\$ 1,641,900</u>
Operating income (loss)	<u>\$ 354,400</u>	<u>\$ (163,200)</u>	<u>\$ 191,200</u>

**County of Ventura**  
**Airport Enterprise-Camarillo Oxnard**  
**Statement of Revenues and Expenses**  
**July 1, 2019 thru September 30, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

	Camarillo	Oxnard	Total
<b>Non-operating revenues (expenses):</b>			
State and federal grants	\$ 103,700	\$ 58,700	\$ 162,400
Prior Year Revenue	-	-	-
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-
Interest income	117,500	-	117,500
Insurance proceeds	-	-	-
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	<u>221,200</u>	<u>58,700</u>	<u>279,900</u>
Income (loss) before transfers	575,600	(104,500)	471,100
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
<b>Increase (decrease) in net assets</b>	<u><u>\$ 575,600</u></u>	<u><u>\$ (104,500)</u></u>	<u><u>\$ 471,100</u></u>
<b>Increase (decrease) in net assets before depreciation</b>	<u><u>\$ 829,000</u></u>	<u><u>\$ 138,800</u></u>	<u><u>\$ 967,800</u></u>

**County of Ventura**  
**Airport Enterprise-Camarillo**  
**Budget to Actual**  
**July 1, 2019 thru September 30, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

	<b>Adopted Budget as of Sep 2019</b>	<b>Adjusted Budget as of Sep 2019</b>	<b>YTD Actuals &amp; Accruals thru Sep 2019</b>	<b>% Variance</b>
<b>Revenues:</b>				
Permits	\$ 6,316	\$ 6,316	\$ 10,500	166%
Fines and penalties	10,062	10,062	3,600	36%
Rents and concessions	2,164,000	2,164,000	610,700	28%
Percentage lease rent	131,500	131,500	33,900	26%
Tiedown rents	86,800	86,800	35,600	41%
Hangar rents	625,900	625,900	149,900	24%
Land rent - hangars	416,000	416,000	102,600	25%
Transient tiedown rents	4,500	4,500	1,000	22%
Landing fees	66,900	66,900	17,800	27%
Parking fees	-	-	-	0%
Gas & oil fuel flow percentage	236,100	236,100	56,200	24%
% rent-all other gross rec	1,860,100	1,860,100	422,000	23%
Miscellaneous	30,695	30,695	2,300	7%
Total operating revenues	<u>\$ 5,638,873</u>	<u>\$ 5,638,873</u>	<u>\$ 1,446,100</u>	<u>26%</u>
<b>Expenditures:</b>				
Current:				
Salaries and wages	\$ 1,576,651	\$ 1,576,651	\$ 347,200	22%
Benefits	1,216,960	1,216,960	237,300	19%
Admin Salary allocated to Oxnard Airport	(303,100)	(303,100)	(64,100)	21%
Agricultural	17,180	17,180	-	0%
Uniforms and clothing	15,040	15,040	400	3%
Communications	58,546	77,586	14,800	19%
Household expense	30,100	30,100	1,100	4%
Insurance	36,594	36,594	-	0%
Indirect county costs	67,332	67,332	-	0%
Maintenance-equipment	74,750	76,628	13,500	18%
Maintenance-building and improvements	363,394	415,513	66,500	16%
Medical	2,580	2,580	-	0%
Memberships and dues	20,420	20,420	3,100	15%
Miscellaneous	31,699	36,001	4,600	13%
Office expense	52,323	52,337	5,500	11%
Professional and specialized services	399,155	500,427	106,000	21%
Rents and leases - equipment	27,500	27,500	4,500	16%
Small tools and equipment	26,927	36,168	18,700	52%
Transportation charges	82,560	82,560	12,700	15%
Conference and seminars	63,140	63,140	6,300	10%
Utilities	192,404	192,404	(4,500)	-2%
Education, books and training	15,160	15,160	5,100	34%
Taxes and licenses	59,617	59,617	59,600	100%
Bad debts	20,000	20,000	-	0%
Depreciation	992,903	992,903	253,400	26%
Total operating expenditures	<u>\$ 5,139,835</u>	<u>\$ 5,327,701</u>	<u>\$ 1,091,700</u>	<u>20%</u>
Operating income (loss)	<u>\$ 499,038</u>	<u>\$ 311,172</u>	<u>\$ 354,400</u>	<u>114%</u>

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**County of Ventura**  
**Airport Enterprise-Camarillo**  
**Budget to Actual**  
**July 1, 2019 thru September 30, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

	<b>Adopted Budget as of Sep 2019</b>	<b>Adjusted Budget as of Sep 2019</b>	<b>YTD Actuals &amp; Accruals thru Sep 2019</b>	<b>% Variance</b>
<b>Non-operating revenues (expenses):</b>				
State and federal grants	\$ -	\$ -	\$ 103,700	
Prior Year Revenue	-	-	-	
Contribution to Outside Agency	(5,000)	(5,000)	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Interest income	297,435	297,435	117,500	40%
Interest expense	-	-	-	
Other loan payments	-	-	-	
Total non-operating revenues (expenses)	<u>292,435</u>	<u>292,435</u>	<u>221,200</u>	<u>76%</u>
Income (loss) before transfers	791,473	603,607	575,600	95%
<b>Other financing sources (uses):</b>				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
<b>Increase (decrease) in net assets</b>	<u><b>\$ 791,473</b></u>	<u><b>\$ 603,607</b></u>	<u><b>\$ 575,600</b></u>	<u><b>95%</b></u>
<b>Increase (decrease) in net assets before depreciation</b>	<u><b>\$ 1,784,376</b></u>	<u><b>\$ 1,596,510</b></u>	<u><b>\$ 829,000</b></u>	<u><b>52%</b></u>

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**County of Ventura**  
**Airport Enterprise-Oxnard**  
**Budget to Actual**  
**July 1, 2019 thru September 30, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

	<b>Adopted Budget as of Sep 2019</b>	<b>Adjusted Budget as of Sep 2019</b>	<b>YTD Actuals &amp; Accruals thru Sep 2019</b>	<b>% Variance</b>
<b>Revenues:</b>				
Permits	\$ 3,072	\$ 3,072	\$ 2,400	78%
Fines and penalties	3,674	3,674	700	19%
Rents and concessions	92,400	92,400	68,400	74%
Percentage lease rent	143,200	143,200	44,300	31%
Tiedown rents	3,300	3,300	1,000	30%
Hangar rents	333,800	333,800	87,700	26%
Land rent - hangars	109,700	109,700	27,400	25%
Transient tiedown rents	100	100	100	100%
Landing fees	19,500	19,500	4,500	23%
Parking fees	19,000	19,000	7,000	37%
Gas & oil fuel flow percentage	56,700	56,700	16,500	29%
% rent-all other gross rec	532,400	532,400	126,400	24%
Miscellaneous	2,400	2,400	600	25%
Total operating revenues	<u>\$ 1,319,246</u>	<u>\$ 1,319,246</u>	<u>\$ 387,000</u>	<u>29%</u>
<b>Expenditures:</b>				
<b>Current:</b>				
Salaries and wages	\$ 402,355	\$ 402,355	\$ 96,800	24%
Benefits	415,769	415,769	95,500	23%
Admin salaries allocated from Camarillo Airport	293,100	293,100	64,100	22%
Agricultural	3,080	3,080	-	0%
Uniforms and clothing	20,691	20,691	100	0%
Communications	10,855	10,855	8,700	80%
Household expense	13,800	13,800	-	0%
Insurance	7,177	7,177	-	0%
Indirect county costs	27,403	27,403	-	0%
Maintenance-equipment	44,800	44,800	5,900	13%
Maintenance-building and improvements	110,952	127,691	7,100	6%
Medical	650	650	-	0%
Memberships and dues	4,300	4,300	300	7%
Miscellaneous expense	24,510	24,510	4,500	18%
Office expense	9,223	9,223	-	0%
Professional and specialized services	101,090	116,144	10,700	9%
Rents and leases - equipment	11,780	11,780	1,500	13%
Small tools and equipment	9,353	9,353	-	0%
Transportation charges	38,880	38,880	8,100	21%
Conference and seminars	33,150	33,150	-	0%
Utilities	101,148	101,148	2,400	2%
Education, books and training	1,300	1,300	1,200	0%
Bad debts	15,000	15,000	-	0%
Depreciation	956,962	956,962	243,300	25%
Total operating expenditures	<u>\$ 2,657,328</u>	<u>\$ 2,689,121</u>	<u>\$ 550,200</u>	<u>20%</u>
Operating income (loss)	<u>\$ (1,338,082)</u>	<u>\$ (1,369,875)</u>	<u>\$ (163,200)</u>	<u>12%</u>

*Sgb*

**County of Ventura**  
**Airport Enterprise-Oxnard**  
 Budget to Actual  
 July 1, 2019 thru September 30, 2019  
 (Rounded to the nearest hundred)  
 (Unaudited)

	Adopted Budget as of Sep 2019	Adjusted Budget as of Sep 2019	YTD Actuals & Accruals thru Sep 2019	% Variance
<b>Non-operating revenues (expenses):</b>				
State and federal grants	\$ -	\$ -	\$ 58,700	
Prior Year Revenue	-	-	-	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Insurance Proceeds	-	-	-	
Other Loan Interest Payment	-	-	-	
Total non-operating revenues (expenses)	-	-	58,700	
Income (loss) before transfers	(1,338,082)	(1,369,875)	(104,500)	8%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
<b>Increase (decrease) in net assets</b>	<b>\$ (1,338,082)</b>	<b>\$ (1,369,875)</b>	<b>\$ (104,500)</b>	<b>8%</b>
<b>Increase (decrease) in net assets before depreciation</b>	<b>\$ (381,120)</b>	<b>\$ (412,913)</b>	<b>\$ 138,800</b>	<b>34%</b>

897

**DEPARTMENT OF AIRPORTS  
2019 MEETING SCHEDULES**

**AAC/CAA/OAA**

<b>AVIATION ADVISORY COMMISSION</b>	<b>CAMARILLO &amp; OXNARD AUTHORITIES</b>
January 7	January 10
February 4	February 14
March 4	March 14
April 1	April 11
May 6	May 9
June 3	June 13
July 1	July 11
August 5	August 8
September 9 (Due to Holiday)	September 12
October 7	October 10
November 4	November 14
December 2	December 12

The Aviation Advisory Commission meets on the first Monday of the month (exceptions are noted above in yellow highlight) at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo.

Sh

September 25, 2019

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

RE: Airport Properties Limited, LLC; Public Records Request dated September 9, 2019

Dear Mark,

Attached are the materials relating to your request dated September 9, 2019, Item #1. Please note there were no records found for Item #2 and as noted before, no records exist for Item #3.

Please further note that some records otherwise responsive to your request are being withheld under the deliberative-process privilege and Government Code sections 6254(a), (b), (h), and 6255(a), as determined by Kip Turner, Director of Airports.

The Department of Airports estimated a total of 110 pages for copying (for both #1 and #2) and we enclose here 177 pages.

Sincerely,



Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)  
805.388.4243

Enclosures

9a

September 26, 2019

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

RE: Airport Properties Limited, LLC; Public Records Request dated  
September 13, 2019

Dear Mark,

Attached is the cost estimate for fulfilling the records request of your email communication to Kip Turner dated September 13, 2019 which total \$170.79 (6 requests).

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

Sincerely,



Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

Enclosure

9b



October 3, 2019

Coffman Associates, Inc.  
Mr. James M. Harris  
4835 E. Cactus Road, Ste. 235  
Scottsdale, AZ 85254

**Subject: Notice to Proceed  
Oxnard and Camarillo Airports – Professional Services Contract  
AEA No. 20-01**

Dear Mr. Harris:

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

The undersigned has been assigned as Project Manager. You are advised to contact me on all matters pertaining to this project.

All billings should be sent to:

Department of Airports  
555 Airport Way, Suite B  
Camarillo, California 93010  
Attn: Erin Powers

All invoices to be paid against this contract must reference the AEA Number shown above. All Services under the Contract are based on the Not to Exceed amount of \$50,000.00 for work completed under EXHIBIT A. Invoices for work must include personnel time records along with backup for any reimbursable charges being claimed.

Sincerely,



Erin Powers  
Project Administrator

Encl.

**COPY**

9C

October 3, 2019

Dear Hangar Owners and Tenants,

For those of you I haven't had the pleasure of meeting in person yet, my name is Kip Turner and I look forward to meeting and talking with each of you! I came on-board as the new Director for Ventura County Department of Airports in April of this year. I am a private pilot and feel blessed to have an opportunity to work in a career that I have a passion for and in a place as wonderful as Ventura County!

We have a lot of exciting things happening right now with both Airports Oxnard (OXR) and Camarillo (CMA), including: runway reconstruction projects planned for each airport within the next five years; a new hangar complex planned for CMA, tenant discussions regarding lease revisions; and many other things that will hopefully lead to continued vibrant operations at our public airports located in the County.

After starting my new position, I quickly worked to try and better understand COHOTA's concerns related to the Department of Airports (DOA) efforts to transition from month-to-month leases to a term lease format for non-commercial privately owned hangars.

I had the opportunity to have an introductory meeting with COHOTA President Scott Barer on April 26, 2019 just three weeks after starting my new position. We have had two additional meetings since that time of which included Mr. Barer and other COHOTA representatives. Those meetings involved discussion of previously proposed terms and more current terms as now being proposed. Our last meeting was this past Thursday, September 26<sup>th</sup>.

It has been and remains to be the County's hope to find common ground while simultaneously understanding the needs of both the DOA, and the concerns of the COHOTA group and private hangar owners.

As you are aware, there have been many on-going discussions for the past three years or so, which have included efforts to seek feedback from existing non-commercial private hangar owners and tenants leasing County owned hangars based at both OXR & CMA. In addition, multiple tenant notices have been sent, presentations have been given by the DOA/County at CAHOA/COHOTA meetings, and public comments have been received at both the Aviation Advisory Commission and Airports Authorities meetings on multiple occasions, as well as, numerous meetings with CAHOA/COHOTA representatives have been held to gather input and discuss concerns.

9d1

As the Department of Airports moves forward with its need to revise old lease formats and convert to the common practice known today by most airports as term leases, there was discussion in the last joint meeting which included what the DOA believes to be a very fair lease proposal to COHOTA and the private hangar owners that are currently located on both airports. That recommended proposal by the DOA staff and related discussion, **which would not become a valid proposal until it is voted on and implemented by the County of Ventura Board of Supervisors**, included some of the following highlights:

- 15-year term with a five-year option for renewal (**20 yrs. total**) for existing private non-commercial hangar owners. County owned hangars would most likely remain on a month-to-month lease format like what is in place today.
- There would be **no reversion** clause for existing non-commercial privately-owned hangars during the term proposed herein for those choosing this proposal.
- Existing private non-commercial hangar owners that choose this lease proposal would have the opportunity at the end of their lease to do one of the following:
  - o Negotiate a new lease at that time with the DOA
  - o If it is a privately-owned hangar, will have the option to remove their hangar at their expense if so desired to another location or airport
- For existing private non-commercial hangar owners choosing this lease proposal, DOA is proposing to **waive the 2% sales price transfer** fee during the term proposed herein
- **Sub-letting will be allowed** subject to County approval of sub-tenant & sub-lease in writing
- Tenant will be **allowed one vehicle per 1,500 sf** (Boats & RV's excluded)

The Department of Airports believes this to be a very fair lease proposal and excellent terms for COHOTA and existing non-commercial private hangar owners to consider. Again, this proposal, which at this time is only a staff recommendation from the Department of Airports, would require approval of the Ventura County Board of Supervisors before it could be implemented.

We very much appreciate you and are glad that you have chosen to operate on one or both Ventura County owned airports. Our main goals are to promote aviation, ensure safe and compliant airports for all users to enjoy, and maintain a professional operation, all while receiving no tax dollars or revenues from County, State, or Federal organizations for operations.

The DOA will now continue efforts to finalize its new term lease format which will then be used for new entrants desiring to base aircraft at one of our airports. Concurrently, the DOA will illustrate the highlights noted herein in a separate proposed lease that will only be offered to existing non-commercial private hangar owners if implemented by the Ventura County Board of Supervisors.

9d2

Once this process has been completed and the new lease(s) are formally implemented by the County, the DOA will then send out a 90-day notice to the tenants that currently lease space for private owned hangars. As you may be aware the current lease only provides a 30-day notice, however we want to put our best foot forward in partnering with COHOTA and our existing private hangar owners in every way and feel the 90-day notice will help those still deciding which lease format best suits their needs.

I'm looking forward to meeting and getting to know all of you and please don't hesitate to let me know if I can be of any assistance at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Kip Turner", with a long horizontal flourish extending to the right.

Kip Turner, C.M.  
Director of Airports

9d3

**VIA EMAIL and US MAIL**

October 4, 2019

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

RE: Public Records Request dated September 26, 2019  
For Airport FBO Lease Information and Airport Fuel Data

Dear Ms. Evans,

Attached is the cost estimate for fulfilling the records request of your email communication to Kip Turner dated September 26, 2019 which total \$48.00.

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

Sincerely,



Madeline Herrle  
Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)  
805.388.4243

Enclosure

9e

October 7, 2019

Mr. Ron Rasak  
RKR , Inc.  
31280 Oak Crest Drive, Suite 2  
Westlake Village, CA 91361

RE: Project Signs at Las Posas

Dear Ron:

After closer review of the Camarillo Business Park Sign Policy, the Department of Airports' sign policy is restricted to Lessees only. The Option Agreement allows for RKR certain rights to the property during the Option term, but our sign policy does not allow for Licensees to post signage. Although we had thought the signage could be addressed with a Special Activity Permit, after review of the Rent and Fee Schedule, we cannot offer you a permit for a sign via an Activity Permit.

In conclusion, we cannot accommodate you with a sign on the parcel. Please remove your two project signs from the Option property at your earliest opportunity.

Thank you for your continued cooperation. We apologize for the confusion over this issue.

Sincerely,



Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

9f



October 8, 2019

Mr. John Neustadt  
Attorney at Law  
123 Lake Sherwood Dr.  
Lake Sherwood, CA 91361

RE: Public Records Request dated September 9, 2019

Dear Mr. Neustadt:

Attached are the materials requested in your Public Records Request dated September 9, 2019.

Sincerely,



Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

Enclosures

9g

October 8, 2019

**MAXWELL ASHPHALT, INC**  
650 S DeLong Street  
Salt Lake City, UT 84104

**Ref:** Contract for **Camarillo Airport – TAXIWAY H PAVEMENT REHABILITATION**,  
FAA AIP No. 3-06-0339-037-2019  
SPECIFICATION No: DOA 19-02; PROJECT No: CMA-236

Dear Robyn;

Attached is the Contract for the Camarillo Airport – Taxiway H Pavement Rehabilitation. Please have the Contract signed and sealed by two officers of the corporation as indicated, and return the original document along with the following supporting documents:

- Contractor license
- Payment & Performance Bond
- Certificate/Insurance
- DBE Subcontractor Letters of Intent (see proposal)
- Copies of any subcontracts with required federal contract language identified

Please return the signed contract and all required documentation listed above. A copy of the executed Contract and all associated documents along with a Notice to Proceed will be issued upon receipt of the documents listed above and the execution of the Contract by the Director of Airports. The contract time will commence upon issuance of the Notice to Proceed.

If you have any questions concerning this matter, please contact me at 805-388-4205.

Sincerely,



Erin Powers  
Projects & Programs Administrator

Attachments: Contract DOA 19-02  
Contractor's Certification  
Sub Contractor Statement

C: Contract File

9h

October 9, 2019

Mr. Gerald Alves  
Airport Properties Limited, LLC  
PO Box 239  
Alamo, CA 94507

RE: Camarillo Airport / Row "H" Security Deposit

Dear Jerry:

As a follow up to my letter of August 15, 2019, we have not received your lease deposit for this additional property in the amount of \$14,799.

Most recently your bookkeeper Cara Begley sent me an email on September 24, 2019 that "we will send the security deposit as soon as possible" (see attached).

The deposit is past due. Please provide payment.

Thank you for your cooperation.

Sincerely,



Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

Enclosures

October 9, 2019

Mr. Ron Rasak  
RKR Inc.  
31280 Oak Crest Drive, Suite 2  
Westlake Village, CA 91361

RE: Project signs at Las Posas

Dear Ron:

As a follow up to my earlier letter this week of October 7, 2019 regarding your project signs, we will need those removed no later than 14 days from today, so by October 23, 2019.

Thank you for your cooperation.

Sincerely,



Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

9.

October 10, 2019

Mr. Gerald Alves  
Airport Properties Limited, LLC  
PO Box 239  
Alamo, CA 94507

RE: Evidence of Insurance

Dear Jerry:

The insurance certificate we have on file evidencing your insurance coverage as required in Section 17 of your lease for the Camarillo airport expired on August 23, 2019.

Please provide a current evidence of coverage as soon as possible to comply with the lease agreement.

Thank you for your cooperation.

Sincerely,



Madeline Herrle  
Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)  
805.388.4243

9x

Oct. 21, 2019



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

## **NOTICE OF AVAILABILITY AND INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION**

The County of Ventura Department of Airports, as the Lead Agency, has reviewed the following proposed project at the Camarillo Airport:

### **A. PROJECT DESCRIPTION:**

**ENTITLEMENT:** CloudNine at Camarillo

**APPLICANT:** County of Ventura Department of Airports

**LOCATION:** Camarillo Airport  
555 Airport Way  
Camarillo, CA 93010

**ASSESSOR PARCEL NO:** 230-003-022

**PARCEL SIZE:** Approximately seven acres

**GENERAL PLAN DESIGNATION:** Public

**EXISTING ZONING:** M-1, Light Manufacturing

**RESPONSIBLE AND/OR TRUSTEE AGENCIES:** None

**PROJECT DESCRIPTION:** The Proposed Project is the development of approximately seven acres of open land on the northeast quadrant of the airport with four private commercial hangars and offices under a leasehold from the airport. Total building area proposed for the project is 100,800 square feet (sf) of hangar space and 20,650 sf of hangar office space. A two-way vehicular driveway is proposed in the northeast corner of the project site from Las Posas Road. The proposed hangars would be accessed by a ramp (also called an apron) on the south side of the hangars, with a portion of an existing taxiway reconstructed south of the ramp.

The discretionary action requested of the County of Ventura Board of Supervisors is project approval. An Airport Master Plan (AMP) was prepared in July 2011 that showed hangar development, conceptually, within the project area. This previously planned hangar development was planned for the intermediate term (i.e., years 6-10) of the AMP capital improvement program. The proposed project will not require an Airport Master Plan amendment.

**B. STATEMENT OF ENVIRONMENTAL FINDINGS:** State law requires that an Initial Study (environmental analysis) be conducted to determine if this project could significantly affect the environment. Based on the findings in the Initial Study, it has been determined that this

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proposed project may have a significant effect on the environment; however, mitigation measures are available which would reduce the impacts to less than significant levels. As such, a Mitigated Negative Declaration has been prepared and the applicant has agreed to implement the mitigation measures.

**C. LISTING OF POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS:**

- **Air Quality (Project-specific and Cumulative)** - Mitigation includes the use of Tier 4 emission standards in off-road construction equipment and compliance with Ventura County Air Pollution District Rules and Regulations.
- **Biological Resources (Project-specific and Cumulative)** – Mitigation includes avoidance and minimization measures to reduce potential direct or indirect impacts to special-status species or sensitive habitat.
- **Liquefaction (Project-specific)** – Mitigation includes incorporation of recommendations of the project-specific geologic/geotechnical report.
- **Expansive Soils (Project-specific)** – Mitigation includes incorporation of recommendations of the project-specific geologic/geotechnical report.
- **Subsidence (Project-specific)** – Mitigation includes incorporation of recommendations of the project-specific geologic/geotechnical report.
- **Transportation/Circulation (Cumulative)** – Mitigation is payment of County Traffic Impact Mitigation Fees.

**D. PUBLIC REVIEW:** The public review period is from October 21, 2019 through November 20, 2019. The Initial Study and Mitigated Negative Declaration are available for review on the Department of Airports' website on-line at <https://www.ventura.org/camarillo-projects/> or at the following locations during normal business hours.

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

Camarillo Library  
4101 Las Posas Road  
Camarillo, CA 93010

**COMMENTS:** The public is encouraged to submit written comments to Ms. Erin Powers, no later than 5:00 p.m. on November 20, 2019 (PST), at [erin.powers@ventura.org](mailto:erin.powers@ventura.org), or to 555 Airport Way, Suite B, Camarillo, CA 93010.

**E. CONSIDERATION AND APPROVAL OF THE MITIGATED NEGATIVE DECLARATION:** Prior to approving the project, the decision-making body of the Lead Agency must consider this Mitigated Negative Declaration and all comments received on the Mitigated Negative Declaration. That body may approve the Mitigated Negative Declaration if it finds that all the significant effects have been identified and the proposed mitigation measures will reduce those effects to less than significant levels.

October 21, 2019

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

RE: Airport Properties Limited, LLC; Public Records Request dated September 13, 2019

Dear Mark,

Attached are the materials relating to your Public Records Request dated September 13, 2019.

Please note with respect to Item #4 " ...all documents that evidence or refer to the allocation, if any, between the NE Hangar Development project and the Cloud 9 project of the expenses incurred or to be incurred (1) in permitting, constructing and maintaining an off-ramp from Las Posas Road onto the premises of the Camarillo Airport", only the lease and Board letter dated September 11, 2018 note any expense allocation.

With respect to item #4 (ii) re: "permitting, constructing and maintaining a roadway that can be used to access the NE Hangar Development from Las Posas Road", no records exist.

With respect to item #6. No records exist.

Please further note that some records otherwise responsive to your request for Item #1 are being withheld under the deliberative-process privilege and Government Code sections 6254(a), and 6255(a), as determined by Kip Turner, Director of Airports.

Sincerely,



Madeline Herrle  
Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)  
805.388.4243

Enclosures

9m



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

October 22, 2019

Mead and Hunt, Inc.  
Attn: Jeff Leonard  
1360 19<sup>th</sup> Hole Drive, Ste. 200  
Windsor, CA 95492

**Subject: Notice to Proceed, AEA No. 20-02  
PROFESSIONAL SERVICES CONTRACT for  
Oxnard and Camarillo Airports**

Dear Mr. Leonard:

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

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

All correspondence and invoices should be sent to:

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

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

Sincerely,

Erin Powers  
Projects Administrator

Enclosure

c: Accounting  
File

9n  
**COPY**

October 22, 2019

Mead & Hunt, Inc.  
1360 19<sup>th</sup> Hole Drive, Suite 200  
Windsor, CA 95492

**Subject: Notice to Proceed  
Camarillo Airport – Consulting Service Contract  
Construction Administration Services for Taxiway H Pavement  
Rehabilitation; AEA No. 20-03**

Dear Mr. Leonard:

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

The undersigned has been assigned as Project Manager. You are advised to contact me on all matters pertaining to this project.

All billings should be sent to:

Department of Airports  
555 Airport Way, Suite B  
Camarillo, California 93010  
Attn: Erin Powers

All invoices to be paid against this contract must reference the AEA Number shown above. All Services under the Contract detailed in Exhibit A, Sections 1, 2, 3, and 4, are based on a Time-and-Expense basis, Not-to-Exceed amount of \$48,514.25. All Services under the Contract detailed in Exhibit A, Section 8 are based on a lump sum amount of \$12,545.75 for work completed. Invoices for work must include personnel time records along with backup for any reimbursable charges being claimed.

Sincerely,



Erin Powers  
Project Administrator

Encl.

90  
**COPY**

October 25, 2019

Mr. Gregory Peacock  
Chief Executive Officer  
Tactical Communications  
473 Post Street  
Camarillo, CA 93010

RE: Your Letter dated October 10, 2019

Dear Gregory:

We received your letter dated October 10, 2019 on October 18, 2019 as well as your email dated October 18 regarding the aquarium, and we have reviewed the history of the most recent lease transaction and calculations which are part of your lease file.

You have requested modifications to the maintenance responsibilities in the lease most recently upon the 2017 lease discussion; at that time we negotiated a new lease rate for a flat rent for three years and two months of abated rent. The rent during the two option periods was also negotiated to remain unadjusted.

At that time, you were specifically asked if you wished to continue to use and maintain the aquarium (as County was not willing for it to be a maintenance offset for the purposes of calculating a rent equivalency, nor maintain it) and you replied you wanted to keep and maintain it. That maintenance confirmation is noted in section 19 of the lease and County is not responsible for any part of it.

Section 19 also requires the Tenant "...to maintain the Premises in as good condition as they were when Tenant first received possession, excepting reasonable wear and tear, and shall **make all repairs and replacements** necessary to that end. "

Your letter expresses several positions that indicate you have misinterpreted the meaning of the fourth paragraph in Section 19 of the lease, which was not to "limit Tactical's exposure to a cumulative maximum" or to "include provisions to deal with replacement and repair costs that exceeded the costs covered by the maintenance contracts", but rather if the County elected to make structural repairs (roof, foundation) or repairs costing more than \$1,000 to the utility lines feeding the building or a replacement of HVAC units or improvements to the parking lot (and only if the County deems such repairs to be in the best interest of the County), Tenant would pay up to

901

\$5,000 towards those repairs. For example, County recently replaced the gas lines feeding the building, and County can bill Tactical up to \$5,000 for that type of work, which are characterized as "major repairs".

Your letter notes further that "over the last 3-4 years, parts of 473 Post St seem to be failing more frequently". These same issues were discussed in 2016 and 2017 before the negotiations of your present lease, and modification of your lease terms, which were negotiated in good faith to resolve the on-going back and forth over maintenance obligations. Your lease terms, including rent, reflect that segregation of responsibility. As such, your request for modification for rental rate is declined.

If you have additional questions at this time, please contact me.

Sincerely,



Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

cc: Jorge Rubio, Deputy Director of Airports



October 25, 2019

Mr. Randy Michel  
[REDACTED]

RE: Oxnard Airport Hangars

Dear Mr. Michel:

Thank you for being a valuable tenant at Oxnard Airport. Our records indicate that you have been a tenant at hangar P-17 since 2016. Additionally, our records indicate that you have recently purchased hangars P-38 and P-39. In an effort to maintain a current database and also keep all parties informed, we have outlined below a brief summary of the status of each hangar along with some action items that you will need to take.

**Hangar P-17**

Our records indicate that aircraft N251GT is no longer stored in this hangar and that it has been relocated to Hangar P-38. We would like to take this opportunity to remind you that hangars are not to remain vacant for more than 90 calendar days.

Action item: Please provide us with an update on the status of the hangar by November 8.

**Hangar P-38**

Our records indicate that aircraft N251GT is being stored in this hangar. This hangar complies with the lease agreement.

Action item: No action needed on this hangar.

**Hangar P-39**

Our records indicate that you came in to obtain a lease for this hangar. Unfortunately, you did not have an aircraft that belongs to you that would be stored in the hangar. You indicated that the previous tenant's aircraft N71476 would be stored in this hangar until sold. Unfortunately, that practice is not allowed.

Staff has inadvertently been accepting rent for this hangar in error retroactive to July. You will receive a refund for the rent paid.

991

Action Item: Please call me to schedule a meeting and discuss the hangar status.

Thanks for your cooperation.

Sincerely,

A handwritten signature in dark ink, appearing to read "Madeline Herrle", written in a cursive style.

Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

cc: Jorge Rubio, AAE Deputy Director of Airports

992

October 30, 2019

Mr. Ron Rasak, CEO  
RKR, Inc.  
31280 Oak Crest Dr., Suite 2  
Westlake Village, CA 91361

Dear Ron,

Thank you for your letter dated October 28, 2019.

We appreciate your efforts to comply with the sign policy, however we cannot accommodate the solutions you suggested in your letter. As noted in our letter delivered to you on Monday, October 28, we ask you to remove the signs by Sunday, November 3, by 5:00 PM. If they are not removed, Department of Airports staff will remove them and store them for seven days.

Thank you for your cooperation,

Sincerely,



Madeline Herrle  
Lease Manager  
[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)  
805.388.4243

Cc: Kip Turner, CM, Director of Airports

gr

VIA FED EX

November 6, 2019

Ms. Cathy Ramos Marquez  
Blackdot  
27271 Las Ramblas, Suite 300  
Mission Viejo, CA 92691

RE: T Mobile Lease Amendment – Oxnard Airport  
2889 West 5<sup>th</sup> street, Oxnard CA

Dear Ms. Ramos-Marquez:

Attached are two original lease amendment documents which have been signed by the Airport Director Kip Turner, as well as a copy of the Board of Supervisors Minute order approving the Amendment.

Please sign and return one original to us for our records.

Thank you for your cooperation.

Sincerely,



Madeline Herrle

Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

Enclosures

qs

**Law Office of  
Mark F. Sullivan**  
2625 Townsgate Road, Suite 330  
Westlake Village, CA 91361

November 7, 2019

Tel. (805) 277-7224  
Fax (805) 495-7444  
*mark.sullivan@fivestatelaw.com*

Admitted & Licensed in  
California, New York, Hawai'i,  
Michigan and North Carolina

Via E-Mail and U.S. Mail  
[Kip.Turner@ventura.org](mailto:Kip.Turner@ventura.org)

Kip Turner  
Director of Airports  
555 Airport Way, Suite B  
Camarillo, CA 93010

**Subject: Conflict Between Taxilane Design for Cloud 9 Hangars  
and the Camarillo Joint Powers Agreement of 1977**

Dear Mr. Turner:

This is written concerning the Option and proposed Lease granted to RKR Incorporated to develop the project known as "Cloud 9", four large aircraft hangars to be located in the Northeast corner of the Camarillo Airport. Mr. Gerald Alves, managing member of Airport Properties, LLC (APL), has noted that the document attached to the Option and to the proposed Lease as Exhibit "A" has a fine print footnote that the taxilane to the Cloud 9 hangar(s) will be built to have an Object Free Area compatible with Airplane Design Group III (ADG III) aircraft. Over the past nine months or so, Mr. Alves has made numerous public records requests concerning the development of the Northeast corner of the airport and has taken solace in the reference in e-mails between the Department of Airports and third parties to designing the taxilanes for the Northeast corner of the airport to accommodate Airplane Design Group II (ADG II) aircraft.

ADG II aircraft include aircraft such as the Bombardier CRJ and the large Gulfstream executive jets. By contrast, ADG III aircraft are "airliners" such as the Boeing 737-700, Airbus A-320 and Embraer ERJ 190-100. These large jets substantially exceed the 115,000 lb. maximum aircraft weight specified in the Camarillo Airport Restrictions, Exhibit B to the Camarillo-Ventura County Joint Powers Agreement (JPA) of October 21, 1977. They are also not "general aviation" aircraft as that term was undoubtedly understood when the JPA was adopted.

A Taxilane Object Free Area (TOFA) sufficient to accommodate ADG III aircraft will directly impact Mr. Alves's tenants in the adjacent Airport Properties Limited hangar project. North facing hangars will have to be restricted to aircraft small enough that when pulled out to load or start will not infringe at all on the ADG III TOFA. Further, Mr. Alves fears that a public which already complains about overflying single-engine Cessnas and other small GA aircraft will react

9+1

strongly to overflying large jets putting the long-term viability of the airport in jeopardy. He and his tenants have made investments based on the long-term survival of the Camarillo Airport and do not want to be the victims of another Santa Monica-like attack on the airport by an angry public.

Accordingly, please advise whether the Cloud 9 project will include storage of ADG III aircraft and, if so, whether steps have been or are being taken to rescind or revise the Joint Powers Agreement of 1977 to accommodate these very large airplanes.

Very truly yours,



Mark F. Sullivan

Copy: Camarillo Airport Advisory Commission  
Camarillo Aviation Authority

9+2

1976

AGREEMENT BETWEEN COUNTY OF VENTURA AND CITY OF  
CAMARILLO, PERTAINING TO CAMARILLO AIRPORT DEVELOP-  
MENT AND SURROUNDING LAND USE

THIS AGREEMENT is entered into by and between the COUNTY OF VENTURA (hereinafter "COUNTY") and the CITY OF CAMARILLO (hereinafter "CITY") and shall become binding and effective upon the date of the last signature hereupon. The parties make the following recitals:

A. COUNTY has been granted possession of the major portion of the former Oxnard Air Force Base under lease from the Federal Government for use as a public airport facility (which facility is hereinafter referred to as the "Camarillo Airport").

B. COUNTY and CITY anticipate that fee title to the Camarillo Airport will be transferred from the Federal Government to COUNTY in the near future in accordance with COUNTY'S application therefor.

C. COUNTY'S application for transfer of Camarillo Airport calls for the establishment of a joint powers body representing COUNTY and CITY to oversee airport development.

D. Most of the Camarillo Airport and much of the land surrounding the airport is located within CITY.

E. COUNTY and CITY desire to achieve maximum mutual cooperation in the development of Camarillo Airport and to maintain a balanced perspective in fulfilling COUNTY aviation requirements within a framework of continuing community sensitivity.

9+3



F. COUNTY and CITY objectives will be realized by a joint exercise of powers by and between COUNTY and CITY to form a joint review body to oversee airport development and surrounding land use planning.

Based upon the foregoing recitals, the parties do hereby agree as follows:

1. COUNTY and CITY do hereby jointly exercise their powers and create the Camarillo Airport Authority (hereinafter "Authority").

2. The Authority shall be composed of two members of the Ventura County Board of Supervisors, which members shall be selected by the Board of Supervisors; two members of the Camarillo City Council, which members shall be selected by the City Council; and a fifth member to be selected by a majority of the other four members.

3. The Ventura County Board of Supervisors shall not give formal approval or otherwise act upon any matter brought before it pertaining to development, operation or any other matter at the Camarillo Airport until the matter shall have first been submitted to the Authority and a recommendation received therefrom.

4. The Camarillo City Council and the Ventura County Board of Supervisors shall not grant any approval or take any other action in respect to any land use matter within the Camarillo Airport Zone until the matter shall have first been submitted to the Authority and a recommendation received therefrom. "Any land use matter within the Camarillo Airport Zone" shall mean actions relating to zoning, master or general planning, use permits and all other exercises

of the police power which regulate the development of the area designated in Exhibit A, attached hereto and incorporated herein by this reference.

5. COUNTY shall operate the Camarillo Airport in a manner consistent with the restrictions specified in Exhibit B, attached hereto and incorporated herein by this reference. The restrictions shall not be modified, except in emergencies, until the proposed modification shall have first been submitted to the Authority and a recommendation received therefrom.

6. COUNTY and CITY shall exercise their police powers so as to maintain the compatibility of the land within the Camarillo Airport Zone with aviation use and shall not allow uses inconsistent therewith.

7. The Authority shall act expeditiously and avoid unreasonable delays in formulating recommendations for the Ventura County Board of Supervisors and the Camarillo City Council. Any matter submitted to the Authority shall be deemed to have been approved following the expiration of sixty (60) days following submission unless a majority of the members of the Authority shall have denied or taken other action on a matter submitted to it.

8. Notwithstanding the provisions of paragraphs 3 and 4, the Camarillo City Council and the Ventura County Board of Supervisors may act on any matter prior to (1) receiving a recommendation from the Authority or (2) the expiration of sixty (60) days, whichever occurs first, to the extent that such action may be required by law. In the event of a requirement for early action on any matter to be submitted to the Authority, such matter shall be submitted to the Authority at the earliest possible date and the Authority shall be given notice of the date by which action must be taken.

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9. The Ventura County Board of Supervisors and the Camarillo City Council shall each give full consideration to all recommendations of the Authority and shall not take any action inconsistent therewith unless by at least a four-fifths vote.

10. The Authority shall hold monthly meetings at a time chosen by members of the Authority. Special meetings may be called by the chairman, vice chairman or any three members. The Authority shall promulgate and adopt rules for the orderly conduct of its meetings and affairs.

11. The Authority shall elect from its members a chairman and vice chairman to serve for one year. Elections shall be held in January.

12. COUNTY shall, without cost to CITY, provide staff and secretarial support to the Authority, which said support shall include the taking of minutes at all Authority meetings, the preparation and distribution of agendas for Authority meetings and coordination of Authority business with CITY staff.

13. All additional expenditures which are recommended by Authority shall be paid by COUNTY subject to COUNTY'S prior approval. The provisions of paragraph nine, pertaining to the four-fifths vote requirement, shall not apply to funding approvals. In the event COUNTY fails to approve any proposed expenditure, the expenditure shall not be incurred unless and until the manner of payment is mutually agreed upon between the parties hereto.

14. The debts, liabilities and obligations of the Authority shall be solely the debts, liabilities and obligations of the Authority and neither the CITY nor the COUNTY shall be liable therefor.

15. The term of this agreement shall be for perpetuity; provided, however, that if COUNTY is precluded from operating the Camarillo Airport for public airport purposes, then this agreement shall be of no further force or effect.

16. This agreement may be modified at any time by mutual agreement of the parties.

COUNTY OF VENTURA

By *Robert L. Hamm*  
Chairman, Board of Supervisors

ATTEST:

ROBERT L. HAMM, County Clerk,  
County of Ventura, State of California, and ex officio Clerk of the Board of Supervisors thereof.

By *Lynn Willard*  
Deputy Clerk



CITY OF CAMARILLO

By *Robert W. Gend*  
Mayor

ATTEST:

By *Kay Kelly*  
City Clerk

## EXHIBIT A

The "Camarillo Airport Zone" shall consist of the area bounded by the following:

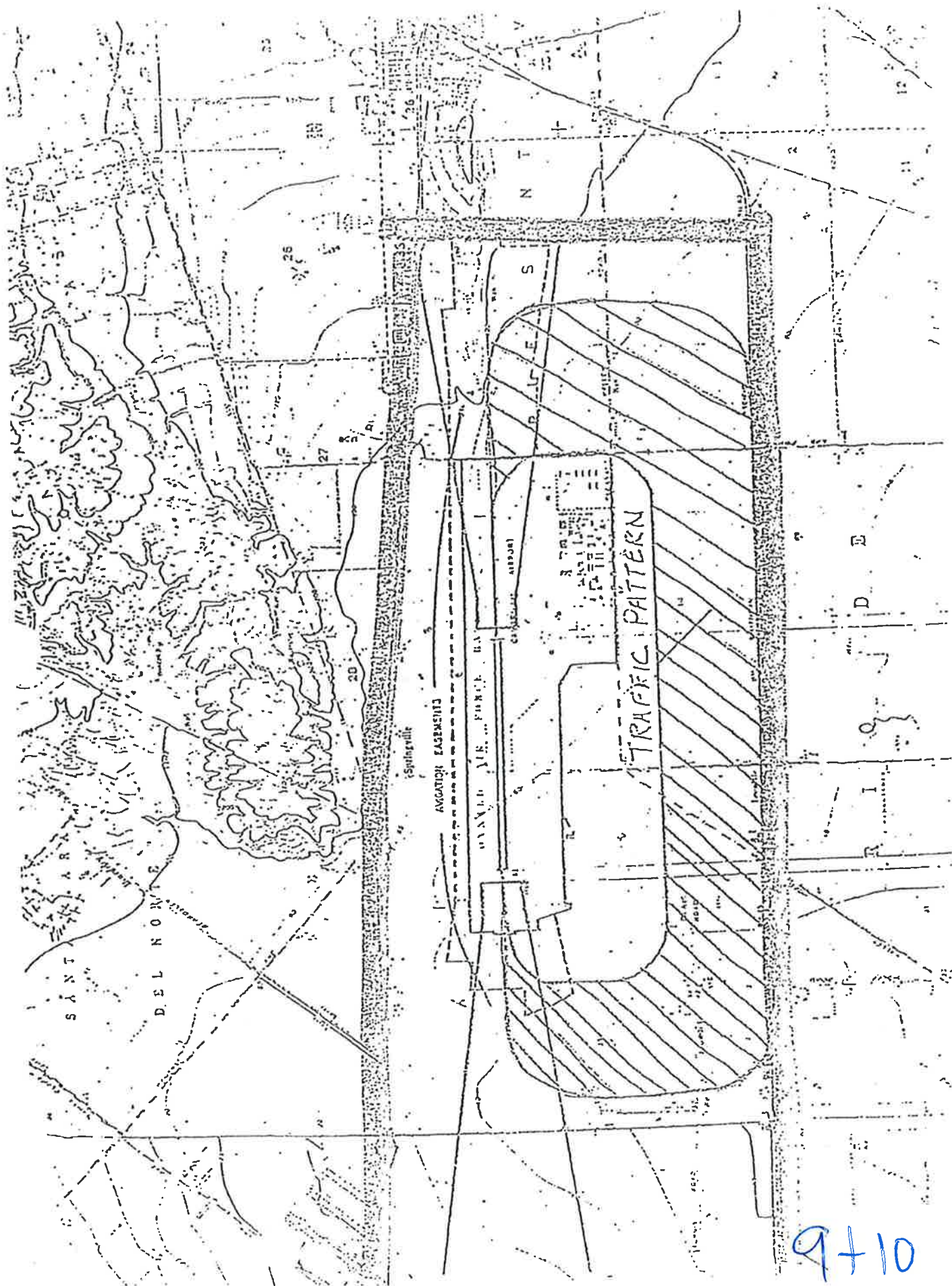
Highway 34 to the south; the southerly extension of Carmen Drive to the east; Highway 101 to the north; the western boundary of the Camarillo sphere of interest, as designated on the 1974 Camarillo General Plan, to the west.

## EXHIBIT B

### CAMARILLO AIRPORT RESTRICTIONS

1. The airport shall be operated for general aviation purposes only. General aviation is defined in Attachment 1, affixed hereto and incorporated herein.
2. The airport operating hours will be from 7:00 AM to 10:00 PM.
3. The usable runway length shall not exceed 6,000 feet and shall be the most westerly 6,000 feet of the existing runway.
4. An aircraft weight limitation of 115,000 lbs. (twin wheel) shall be in effect.
5. The airport VFR traffic pattern shall be to the south of the airfield as designated on Attachment 2, affixed hereto and incorporated herein.
6. Airport development shall be guided to ensure that residential areas are not exposed to noise levels greater than 60 CNEL average noise and 90 dBA single event noise.







## ATTACHMENT 1

### GENERAL AVIATION

General aviation includes all business and commercial, training, personal transportation, proficiency, and sport flying not classified as air carrier. General aviation includes air taxi or charter for revenue on a non-schedule basis (interstate limited to 30 passengers, 7,500 lbs. cargo), and intrastate freight carriers and interstate freight carriers which operate through exclusive long-term contracts (non-common carriers).

Excluded from general aviation are all air carrier operations. Air carrier operations consist of operations which are certificated by the CAB or the PUC and comprise the following:

- (a) CAB Certificate of Convenience & Necessity covers all interstate common carriers (services offered to public at large) on a regular schedule and route. CAB also certifies interstate air taxi and charter aircraft with more than 30 seats which operate for revenue on a non-scheduled basis. CAB certifies all interstate common carrier freight airlines also, including air taxi over 7,500 pounds of cargo carried.
- (b) PUC certifies all air carrier (people) of any size which operate on a regularly scheduled basis over scheduled routes for revenue. This includes third level carriers such as Golden West. PUC does not certify intrastate freight air carriers.

9411

AMENDMENT #1

"AGREEMENT BETWEEN COUNTY OF VENTURA AND  
CITY OF CAMARILLO PERTAINING TO CAMARILLO  
AIRPORT DEVELOPMENT AND SURROUNDING LAND USE"

1. WHEREAS, the County of Ventura and the City of Camarillo, in October of 1976, entered into a joint powers agreement pertaining to Airport Development and Surrounding Land Use; and
2. WHEREAS, said agreement provides for the formation of the Oxnard Airport Authority and selection of members thereof; and
3. WHEREAS, the Authority now wishes to amend the "Agreement" to allow alternate members to be appointed and vested with certain voting authority;
4. NOW, THEREFORE, it is hereby resolved that the "AGREEMENT BETWEEN COUNTY OF VENTURA AND CITY OF CAMARILLO PERTAINING TO CAMARILLO AIRPORT DEVELOPMENT AND SURROUNDING LAND USE" be amended as follows:

pg 2 para 2 "Composition of Authority."

Add: "Members of the Board of Supervisors may be selected by the Board of Supervisors as alternates, and members of the City Council may be selected by the City Council as alternates". An alternate to the fifth member (public member) may be selected by a majority vote of the other four Authority members. "Such designated alternate(s) may be a voting participant(s) at an Authority meeting at such time as the regular member(s) representing his/her jurisdiction is not in attendance".

9+12

November 12, 2019

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

RE: Airport Properties Limited, LLC; Public Records Request dated October 10, 2019

Dear Mark,

Attached are the materials relating to your Public Records Request dated October 10, 2019.

As I indicated in my email to you from Friday, November 8, we have included additional information previously withheld under deliberative-process privilege and enclosed them as well. These additional pages and time required to gather and copy them result in additional charges of \$126.75. The document to which these pages pertained is now public and available on our website at the following link:

<https://www.ventura.org/camarillo-projects/>

Sincerely,



Madeline Herrle

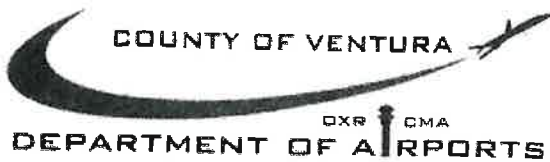
Lease Manager

[Madeline.Herrle@Ventura.org](mailto:Madeline.Herrle@Ventura.org)

805.388.4243

Enclosures

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

November 14, 2019

Ms. Brenda Perez, Planner -LAX ADO  
FEDERAL AVIATION ADMINISTRATION (FAA)  
Los Angeles Airports District Office  
P.O. Box 92007  
Los Angeles, CA 90009

**RE: Support for a Categorical Exclusion for the Preparation of an Airport Master Plan for the Camarillo Airport (CMA), Camarillo, California**

Dear Ms. Perez:

The County of Ventura Department of Airports (DOA) plans to request federal funding for the preparation of an Airport Master Plan (including an AGIS Aeronautical Survey) for the Camarillo Airport in Federal Fiscal Year (FFY) 2020.

According to FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, the potential categorical exclusion for the proposed Master Plan planning grant is:

**Paragraph 5-6.1(0): "Issuance of grants that do not imply a project commitment, such as airport planning grants, and grants to states participating in the state block grant program."**

Based on our review of FAA Order 1050.1F, paragraph 5-2, Extraordinary Circumstances; no extraordinary circumstances are involved for the Airport Master Plan. Therefore, the project qualifies for a categorical exclusion as outlined in FAA Order 1050.1F. This letter is intended to serve as a "simple written record" per ARP SOP 5.1, CATEX Determinations, paragraph 7.1, to comply with the Federal Aviation Administration's (FAA) implementation of the *National Environmental Policy Act* for this project.

If you have any questions or need any additional information, please do not hesitate to contact me. I would appreciate your written concurrence with this letter for our files.

Sincerely,

Erin Powers  
Projects Administrator

9v

November 15, 2019

Mark F. Sullivan  
2625 Townsgate Road, Suite 330  
Westlake Village, CA 91361

**RE: Letter Received Concerning Potential Conflict Between Taxilane Design for Cloud 9 Hangars and the Camarillo Joint Powers Agreement of 1977**

Dear Mr. Sullivan,

I received and reviewed your letter dated November 7, 2019 in which you have expressed concerns regarding the design standards for the proposed taxilane to the north of your client's parcel and to the south of the proposed leasehold with RKR Incorporated (the "Cloud Nine" project).

You're correct that the taxilane is currently proposed to comply with design standards based on FAA's Airplane Design Group III (ADG III). ADG III standards apply to aircraft with wingspans greater than or equal to 79 feet, but less than 118 feet. However, you're incorrect in suggesting that ADG III aircraft are only "airliners" or commercial service passenger aircraft.

In fact, a large number of newer generation "general aviation" aircraft include corporate/private turbine aircraft that also fall into FAA's ADG III category. These aircraft include, but are not limited to the following:

Aircraft	Wingspan	Maximum Ramp/Taxi Weight
Gulfstream V	93.33 Feet	90,900 Pounds
Gulfstream 650	99.58 Feet	100,000 Pounds
Gulfstream 700	103.00 Feet	107,600 Pounds
Bombardier Global 5000	94.00 Feet	92,750 Pounds
Bombardier Global 8000	104.00 Feet	104,800 Pounds

It's important to note that many of the aircraft listed above currently operate at the Camarillo Airport. In fact, in CY2018, ADG III aircraft conducted over 800 operations (take-off and landings) at the airport. Please note that all of the aircraft listed above are well under the aircraft weight limitation of 115,000 pounds, as stipulated in the Camarillo-Ventura County Joint Powers Agreement (JPA) of October 21, 1977.

9w1

Although other larger "general aviation" aircraft such as the Boeing Business Jet fall into FAA's ADG III design category (wingspan = 117.42 Feet), the maximum weight of this aircraft is 171,500 pounds. Regular operations of this particular aircraft would require an amendment to the JPA if operated at their maximum weight or any weight above the JPA limitation of 115,000 pounds. The County has not taken any steps toward such an amendment. As for whether any of Cloud Nine's future tenants will store ADG III aircraft, the intent is that they will be able to do so.

You suggest that a taxilane that can accommodate ADG III aircraft will hurt your client's tenants. First, your client has been aware of this issue since your client first proposed, many years ago, to change its plans to allow north-facing hangars. Your client proceeded with north-facing hangars anyway, suggesting it was satisfied with its prospects.

Second, the County does not agree that operating ADG III aircraft at the airport will threaten the long-term viability of the airport. As pointed out above, ADG III aircraft already operate at the airport, within the weight restrictions imposed by the JPA.

Third, the County believes that future development of the airport, including the Cloud Nine project, will fuel, not stifle, demand for your client's hangars. That your client proceeded with its north-facing hangars suggests it thought so also.

Finally, it is both FAA and County policy to encourage competition for business at public airports, and we believe that any competition the Cloud Nine project may bring to your client's business will be beneficial not only to the economic future of Camarillo and the County but also to the interests of airport users specifically.

Sincerely,

Kip Turner, C.M.  
Director of Airports

9w2

November 15, 2019

Ronald K. Rasak  
3120 Oak Crest Dr. Suite 2  
Westlake Village, CA 91361

**RE: Project Signs at Los Posas**

Dear Mr. Rasak,

Thank you for our meeting yesterday regarding the need for RKR to remove the two signs near Las Posas Road.

As discussed, the Department of Airports Sign Policy does not allow non-tenants to post signs, and until RKR's lease is fully executed, RKR is not a tenant. I thank you for letting me know that there may be some confusion over the application of the Sign Policy, and the Department will take steps to inform tenants of the policy and its application. In the meantime, due to that confusion, RKR will have until December 15, 2019, to remove the signs.

If you have any questions, please contact me at 805-388-4200.

Sincerely,

Kip Turner, C.M.  
Director of Airports

ax





November 19, 2019

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

RE: Boeing 737 Operations from CloudNine

Dear Kip,

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

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

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

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

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

Sincerely,



Ronald K. Rasak  
CEO RKR Inc.

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

942



# ATTENTION CAMARILLO

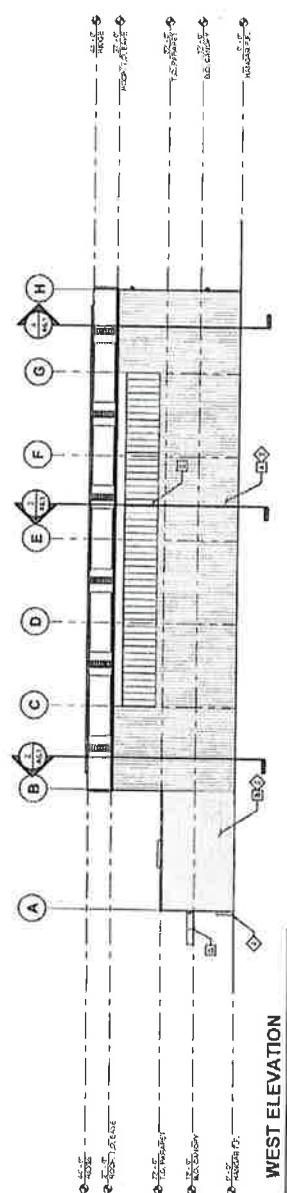
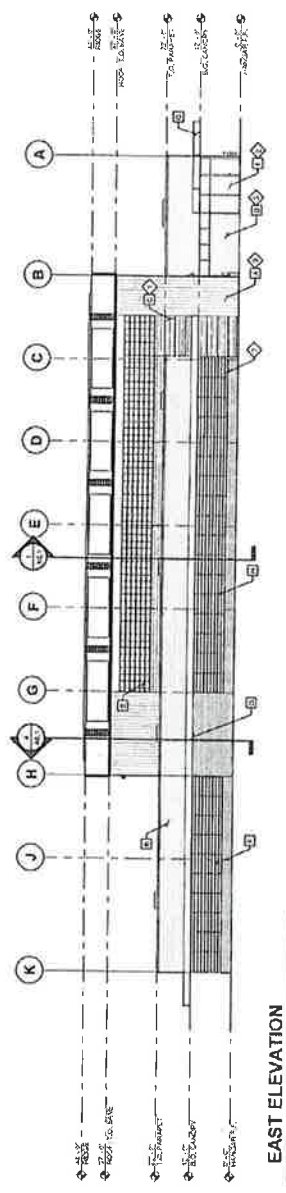
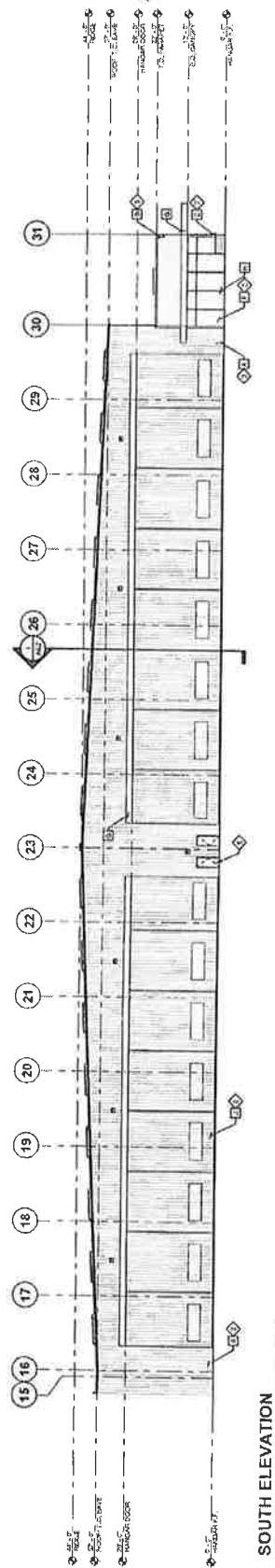
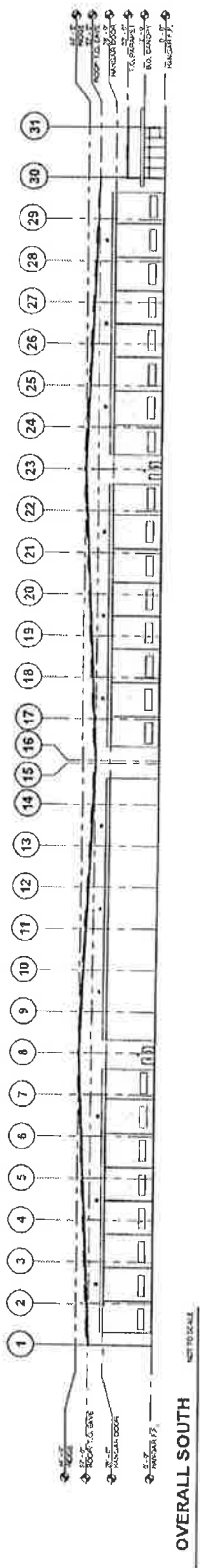
## **BIG JETS ARE COMING SOON UNLESS YOU ACT**

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

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

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

943



- KEYNOTES**
- 1. EXTERIOR WALL FINISH: CONCRETE
  - 2. EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)
  - 3. EXTERIOR WALL FINISH: POLYESTER METAL PANELS
  - 4. EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO
  - 5. EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION
  - 6. EXTERIOR WALL FINISH: STAINLESS STEEL PANELS
  - 7. EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)
  - 8. EXTERIOR WALL FINISH: POLYESTER METAL PANELS
  - 9. EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO
  - 10. EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION
  - 11. EXTERIOR WALL FINISH: STAINLESS STEEL PANELS
  - 12. EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)
  - 13. EXTERIOR WALL FINISH: POLYESTER METAL PANELS
  - 14. EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO
  - 15. EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION
  - 16. EXTERIOR WALL FINISH: STAINLESS STEEL PANELS
  - 17. EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)
  - 18. EXTERIOR WALL FINISH: POLYESTER METAL PANELS
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  - 29. EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO
  - 30. EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION
  - 31. EXTERIOR WALL FINISH: STAINLESS STEEL PANELS

**FINISH KEYNOTES**

KEYNOTE	FINISH	LOCATION
1	EXTERIOR WALL FINISH: CONCRETE	ROOF TOP WALL
2	EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)	ROOF TOP WALL
3	EXTERIOR WALL FINISH: POLYESTER METAL PANELS	ROOF TOP WALL
4	EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO	ROOF TOP WALL
5	EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION	ROOF TOP WALL
6	EXTERIOR WALL FINISH: STAINLESS STEEL PANELS	ROOF TOP WALL
7	EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)	ROOF TOP WALL
8	EXTERIOR WALL FINISH: POLYESTER METAL PANELS	ROOF TOP WALL
9	EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO	ROOF TOP WALL
10	EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION	ROOF TOP WALL
11	EXTERIOR WALL FINISH: STAINLESS STEEL PANELS	ROOF TOP WALL
12	EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)	ROOF TOP WALL
13	EXTERIOR WALL FINISH: POLYESTER METAL PANELS	ROOF TOP WALL
14	EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO	ROOF TOP WALL
15	EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION	ROOF TOP WALL
16	EXTERIOR WALL FINISH: STAINLESS STEEL PANELS	ROOF TOP WALL
17	EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)	ROOF TOP WALL
18	EXTERIOR WALL FINISH: POLYESTER METAL PANELS	ROOF TOP WALL
19	EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO	ROOF TOP WALL
20	EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION	ROOF TOP WALL
21	EXTERIOR WALL FINISH: STAINLESS STEEL PANELS	ROOF TOP WALL
22	EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)	ROOF TOP WALL
23	EXTERIOR WALL FINISH: POLYESTER METAL PANELS	ROOF TOP WALL
24	EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO	ROOF TOP WALL
25	EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION	ROOF TOP WALL
26	EXTERIOR WALL FINISH: STAINLESS STEEL PANELS	ROOF TOP WALL
27	EXTERIOR WALL FINISH: ALUMINUM PANELS (STAINLESS)	ROOF TOP WALL
28	EXTERIOR WALL FINISH: POLYESTER METAL PANELS	ROOF TOP WALL
29	EXTERIOR WALL FINISH: CONCRETE BLOCK WITH STUCCO	ROOF TOP WALL
30	EXTERIOR WALL FINISH: POLYURETHANE FOAM INSULATION	ROOF TOP WALL
31	EXTERIOR WALL FINISH: STAINLESS STEEL PANELS	ROOF TOP WALL



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



**A5.2**

Job No. 5435  
 04/12/2019  
 C. J. JPM ARCHITECTS

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# One person reported dead in Camarillo aircraft crash

**Staff reports** Published 12:38 p.m. PT Oct. 8, 2019 | Updated 3:07 p.m. PT Oct. 8, 2019

One person was killed when a small plane crash crashed Tuesday near the Camarillo Airport, authorities said.

The single-engine, single-seat plane was reported down just before 12:30 p.m. in an agricultural field near Las Posas and Pleasant Valley roads, said Ventura County sheriff's Capt. Eric Hatlee.

The aircraft caught fire, but the flames had been knocked down by 12:36 p.m., fire officials said.

Capt. Brian McGrath, a spokesman for the Ventura County Fire Department, said one person on the plane was pronounced dead at the scene.

That person was the only one on the plane and there were no reports of a mayday call, fire officials said.

The crash victim was not identified.

Ian Gregor, a spokesman for the Federal Aviation Administration, said the aircraft was a single-engine home-built BD-5. It "crashed under unknown circumstances about 1,000 feet west of Camarillo Airport around 12:30 p.m.," Gregor said in an email to The Star.

The Ventura County Sheriff's Office started getting 911 calls about 12:30 p.m. about a plane in the field where leafy greens were growing next to a lemon orchard, Hatlee said.

He did not know whether there were any 911 calls of a plane in the air sputtering or smoking.

Soon after the crash, Pleasant Valley Road was closed to vehicles, but as close as they could get, drivers and passengers alike held up their smartphones to capture what was going on. A sheriff's deputy unfurled crime tape between utility poles to stop onlookers from approaching as helicopters buzzed overhead.

The Federal Aviation Administration and National Transportation Safety Board have been notified of the crash, Gregor said.

"The NTSB is the lead agency and it typically takes the NTSB a year or more to determine a probable cause of an accident," Gregor said.

Sheriff's deputies said they would be containing the area until NTSB and FAA officials arrived.

Local agencies responding to the crash included the Ventura County Fire Department, Oxnard Fire Department, Ventura County Sheriff's Office and Camarillo Airport officials.

According to records linked to the identification number on the plane, it was declared airworthy on Aug. 15, 1998, and was registered out of Woodland Hills.

The BD-5 was created in the 1960s and marketed mainly in kit form in the 1970s, according to online accounts. It has a small, streamlined fuselage with the semi-reclined pilot under a canopy, the engine in a compartment in the middle of the fuselage, and a propeller-driving engine behind the cockpit. The Bede Aircraft Corp. went bankrupt in the mid-1970s, according to online reports.

The crash came [several weeks after another crash at the airport killed two people](#). An amateur-built Wheeler Express 2000 stalled and crashed short of the Camarillo Airport runway on Aug. 7, killing a Salt Lake City couple, pilot John Wells, 60, and his wife, Tara Wells, 56. They had taken off from the South Valley Regional Airport in Salt Lake City.

10a1

*From reports by staff writers Jeremy Childs, Megan Diskin, Mo, Wendy Leung and Mo Jazi*

10aZ



# NTSB shares new details about fatal plane crash in Camarillo

[Mo Najafian Jazi](#), Ventura County Star Published 5:11 p.m. PT Oct. 30, 2019

An eyewitness of [the Oct. 8 plane crash in Camarillo](#) told federal safety officials that the propeller on the experimental aircraft was not moving when it crash landed, killing the pilot.

The fresh detail was part of The National Transportation Safety Board preliminary accident report dated Tuesday.

[The pilot and lone occupant John Lewis](#), 82, of Woodland Hills, was "flying downwind in the traffic pattern" or parallel to the runway and opposite the landing direction, according to the NTSB.

Several witnesses also reported that Lewis' Bede BD5-B airplane was low and that it made a right turn before rapidly descending toward the ground, the two-page report says.

Air traffic controllers radioed to Lewis because he was flying low, and he told them he was having trouble climbing and needed to stay at his current altitude, the report says. Lewis had also responded that he would need to make a full-stop landing.

His amateur-built, experimental plane crashed around 12:30 p.m. Oct. 8 in a field right across from the airport, officials said.

An investigator said in the report that an examination of the crash site showed that "all major structural components and primary flight controls of the airplane, were located at the accident site."

NTSB regulators said in the report the plane wreckage was taken to a secure location for further examination.

Lewis, who had taken off in the one-seater from Camarillo Airport, had not filed a flight plan, the report says. He had, however, planned to come back to the airport, Ian Gregor, a spokesman for the Federal Aviation Administration, said previously.

The BD-5 was created in the 1960s by aircraft designer Jim Bede and marketed mainly in kit form in the 1970s, according to online accounts. It has a small, streamlined fuselage with space under a canopy for a semi-reclined pilot and an engine in the middle of the fuselage.

The Bede Aircraft Corp. went bankrupt in the mid-1970s, according to online reports.

*Mo Jazi is a breaking news reporter with The Star. Reach him at [mo.najafian.jazi@vcstar.com](mailto:mo.najafian.jazi@vcstar.com) or 805-437-0236.*

10b



# Public comments invited over luxury hangar project at Camarillo Airport

[Kathleen Wilson](#), **Ventura County Star** Published 3:00 p.m. PT Nov. 17, 2019



This is an architectural rendering of CloudNine at Camarillo, a complex of private jet hangars proposed for construction at the Camarillo Airport. (Photo: CONTRIBUTED PHOTO/JRMA ARCHITECTS)

The public is invited to comment on the environmental study and findings for a proposed luxury hangar project at the Camarillo Airport.

Called CloudNine at Camarillo, the project consists of four private commercial hangars and offices at the northeast corner of the airport. It is unknown when construction might start, but the environmental analysis released last month found that no significant concerns would remain once remedial actions were taken.

The study cites half a dozen areas of potential impact on the environment that need to be mitigated. Among the concerns were air quality during construction, protections for nesting birds and soil issues related to liquefaction and settling.

The 30-day period for public comment began Oct. 21 and ends Wednesday. The document may be seen online at <https://www.ventura.org/camarillo-projects/>. Copies of the document may also be viewed at the Camarillo Library, 4101 Las Posas Road, Camarillo, and the front counter at the Department of Airports, 555 Airport Way, Suite B, Camarillo.

The public is encouraged to submit written comments to Erin Powers, airport projects manager, no later than 5 p.m. Wednesday at [erin.powers@ventura.org](mailto:erin.powers@ventura.org) or the airport's

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mailing address: Ventura County Department of Airports, 555 Airport Way, Suite B, Camarillo, CA 93010.

The hangars will be large enough to house the type of business jets that already use the airport, said Nick Martino, vice president of operations at RKR Inc., the Westlake Village firm that proposed the project.

He said interest among potential tenants has been good.

"We have more interested parties than we have hangars," he said.

Last year, the project won a key vote when the Ventura County Board of Supervisors authorized a two-year option agreement for a lease of the county-owned land on which the four hangars would sit. It was described as one of the costliest aviation-related developments ever constructed at the airport in one phase, assuming it materializes.

The hangars are supposed to be built on a 7-acre site where imported Korean cars had been stored after arriving at the Port of Hueneme.

Businesses that prep the cars for sale turned to the public airports in Camarillo and Oxnard to handle an overflow of unsold cars before the vehicles were trucked to dealers. The arrangement lasted more than three years as the cars were parked over 40 acres and brought in close to \$5 million to the county airports system.

10c2

# Oxnard to enter into lease agreement on Saviers Road property for homeless shelter

[Wendy Leung](#), Ventura County Star Published 9:18 a.m. PT Nov. 20, 2019 | Updated 4:18 p.m. PT Nov. 20, 2019



The Saviers Road property that was once a Salvation Army store in Oxnard is slated to become a homeless shelter. (Photo: WENDY LEUNG/THE STAR)

A former Salvation Army store on Saviers Road will most likely be the site of an Oxnard homeless shelter following a 5-2 vote by the City Council on Tuesday.

The decision means the city will enter into a five-year lease agreement with property owners of 1258 Saviers Road starting Dec. 1. The city will hire a design firm to help convert the space into a 110-bed facility. The shelter is estimated to open fall of 2021, although housing department officials said it could be sooner.

There is a contingency period that allows the city to get out of the lease through the end of February. During this time, the city will go through a community engagement process and host two town halls to hear concerns.

City Manager Alex Nguyen said although the city has the ability to opt out in the next three months, it's "not very likely." Nguyen said with council approval of the lease, the city is 90% of the way there in establishing a shelter site.

Rent for the 17,500-square-foot building will cost the city nearly \$22,000 a month. Funding will come from local sales tax Measure O, state grants and Ventura County.

Council members Oscar Madrigal and Gabriela Basua did not support the lease agreement. Madrigal said he didn't like that a thorough community input process hasn't been complete, and Basua said she didn't like making improvements on a building that the city would be leasing.

During the public comment period, some speakers expressed concern that a homeless shelter will open in an area that has liquor stores and existing drug activity. The site is in the Cal Gisler neighborhood and is south of a major intersection known as Five Points.

Richard Tucker, who lives in the neighborhood, said the proposed site is in a residential area with many schools including Elm Street Elementary and Haydock Academy. Tucker said the location is unacceptable.

10d1

"We are really concerned of the impact on our neighborhood," Tucker said.

The city has been looking for a homeless shelter site since 2017 and considered more than 20 locations before ending up with this Saviers Road property. Housing Director Emilio Ramirez said not many owners were interested in having their property used as a shelter.

Ramirez said the advantages of the proposed site is that it's near social services, treatment facilities, clinics and public transportation.

Currently the homeless shelter is on K Street, site of the former National Guard Armory. But the location, although owned by the city, isn't ideal due to its proximity to the Oxnard Airport.

Nguyen said dealing with the impacts of a well-run shelter is much better than dealing with people living on the streets.

"On one hand, everyone wants us to take care of the homeless problem. Everybody wants us to get homeless people out of the streets," Nguyen said. "But when it comes down to it, nobody wants homeless people housed in their neighborhood."

Mercy House, the current shelter operator, will continue to run the shelter at the new site. In addition to being a place to sleep, the year-round shelter will also offer case management and housing assistance. Mercy House will also operate the Ventura shelter, which is expected to open January 2020.

Ramirez said in the coming weeks and months, there will be a community input process involving residents, businesses and neighborhood councils. Addressing safety concerns brought up during the public comment period, Ramirez said there can discussions about having a security guard patrol the area around the shelter, not just at the site.

He said the reason such an engagement process hasn't been completed is because he only knew about the site availability about four weeks ago. Ramirez said the landlord isn't willing to wait for the city to complete public input.

For that reason, Madrigal, one of two council members who opposed the lease, said he couldn't support it.

"The part that really is bothering me about accepting this is we're not doing any outreach until after," Madrigal said. "By then everything is done. The sundae is done, all we need is the cherry on top."

*Wendy Leung is a staff writer for the Ventura County Star. Reach her at [wendy.leung@vcstar.com](mailto:wendy.leung@vcstar.com) or 805-437-0339. You can also find her on Twitter [@Leung\\_Wendy](https://twitter.com/Leung_Wendy).*

10d2



## **California's Camarillo Airport Is Nirvana for Small Airplanes**

**Just about any day is a good day at CMA.**



Seen through the nose of a restored PBJ bomber, Camarillo Airport is tucked between two cities: Camarillo and Oxnard. Flying in, pilots are greeted by strawberry fields and residential blocks. (Caroline Sheen)

By David Freed; Photographs by Caroline Sheen  
Air & Space Magazine | [Subscribe](#)  
December 2019

Flying into Camarillo, as I do often in my 55-year-old Piper Cherokee, is like touching down at Disneyland—if Disneyland were wholly dedicated to general aviation. It's not uncommon to find yourself cleared to land behind a restored World War II fighter, a home-built kitplane, a multi-million-dollar executive jet, a Cessna trainer with a young student behind the yoke, or some vaguely confused guy driving a Beech Bonanza who sounds over the radio like he's never talked to air traffic control in his life.

Any aviation-minded person who questions the existence of nirvana on Earth has never spent a day at Camarillo (CMA).

It's hardly the nation's busiest general aviation airport. That distinction, Federal Aviation Administration records show, belongs to Deer Valley in suburban Phoenix, which logged more than 600,000 takeoffs and landings between January 2018 and May 2019, triple the number at Camarillo. Nor is Camarillo the quaintest or most picturesque airport. Many others could claim either title. But Camarillo bustles, and it seems to have one of everything.

More than 600 aircraft are based at CMA, from the lumbering to lightning quick, from the exotic and exquisite to downright shabby. Camarillo has an Experimental Aircraft Association chapter with a membership three times larger than the national average. It's got county fire department and sheriff's helicopter bases, no less than four flight schools, and a separate airfield for the exclusive use of ultralights.

Indeed, Ventura County's Camarillo Airport may well be the epitome of American general aviation: a 650-acre melting pot of flying history and modernity, spiced with colorful characters who all share an abiding love of the air up there—along with some of the tastiest beef barbeque this side of Big Muddy.

More on the meat later.



This story is a selection from the December/January issue of Air & Space magazine

If you want to know Camarillo better, jump into a borrowed golf cart and tour the flight line with private pilots Art and Martha Phillips. She is the past international president of the Ninety-Nines, a nonprofit group promoting women in aviation. He's a U.S. Air Force veteran who loves to fly aerobatics. The couple have based their Cessna 172 at the airport for 40 years. They seem to know pretty much everyone on the field.

"Back then, we used to call it 'Camp Camarillo,'" says Martha. "You'd come down to the airport, and here'd be all your friends. It's not like that as much anymore."

"It's grown up," says Art.

True enough. But unlike some other established general aviation airports in southern California, Camarillo has largely avoided becoming an impersonal concrete jungle. Flanked by verdant strawberry and vegetable fields, with the foothills of the Santa Susana Mountains to the north and the Pacific Ocean a long glide to the west, the airport maintains a welcoming, bucolic vibe hunkered on the northwest fringe of the decidedly non-bucolic Los Angeles sprawl.

Just ask retired U.S. Navy captain Tom Morgenfeld. A former chief test pilot for Lockheed's famed Skunkworks who logged nearly 1,300 flight hours developing the F-117 stealth aircraft, Morgenfeld has hangared his personal four-seat Mooney at Camarillo since 1991. "There's just a lot of nice people there," he says. "I dearly love the place."

10e2





An old water tower is still in use as an airport beacon. (Caroline Sheen)

Camarillo's origins were hardly nice. Soon after the Japanese attack on Pearl Harbor in December 1941, crews began plowing a 5,000-foot runway to help train American fighter pilots bound for combat. The government dubbed it the Oxnard Flight Strip (not to be confused with Oxnard Airport a few miles to the west, where Howard Hughes field-tested his famous H-1 monoplane racer in the 1930s).

After the war, and after its runway had been lengthened to 8,000 feet (by 1958 it had grown to 9,000 feet), Oxnard Flight Strip became Oxnard Air Force Base, home to high-altitude jet interceptors tasked with defending the West Coast **against** Soviet bombers. But by 1969, the Pentagon decided to decommission the base. Few were happier with the decision **than** residents of Leisure Village, a retirement community located east of the runway where many had grown weary of being jarred awake at all hours by the thunderous operations of Northrop F-89 Scorpions and McDonnell F-101 Voodoos.

Those same noise-sensitive retirees, says Bill Thomas, a member of the Camarillo Airport Authority and a former Navy A-7 pilot, would ultimately help dictate the base's future after Ventura County officials sought to reopen the field as a civilian airport with regularly scheduled airline service.

"Because of Leisure Village, there was this huge political bloc vote," says Thomas. "You couldn't be elected to city council unless you could guarantee there was going to be no airline traffic into Camarillo."

The battle raged for years. The retirees dug in their heels. Finally, in 1976, a noise-abatement agreement was struck by which the runway would be shortened to 6,013 feet and the airport's use limited to general aviation only. In other words, no loud jetliners. Any conflict surrounding its birth as a civilian facility faded long ago, but vestiges of the airport's tense, cold war-era, military past remain.

"See that little shack over there in front of those hangars?" Art Phillips points out as Martha drives our golf cart. "That's where the [base security] was, and that's where the Air Force kept the alert fighters, ready to go."

The four hangars with their gaping front and back doors have since been reroofed and repainted a designer-ish blue and gray. Today, they shelter a variety of expensive private aircraft. One has been converted to include a spacious exercise room with a basketball net.



Such amenities were far from the mind of private pilot Mark Oberman in 1976, when he sought to open the airport's first fixed-base operation. The notion of running an FBO, Oberman says, sounded less like work than it did fun, so he and his wife, Janie, put in a bid.

No one else did.

"Ignorance, probably," Oberman laughs today when asked what compelled him to take the leap.

The Obermans established Camarillo's first flight school. They initiated an air taxi service to ferry cattle ranchers and deer hunters to the rugged, largely uninhabited Channel Islands off the nearby coast. They ran the Unicom, radioing wind and runway advisories to inbound airmen. They started a licensed Cessna service center and dealership. Eventually, they added executive jet charter service. Today, the couple's Channel Islands Aviation (or CIA as it's more commonly known on the field) employs about 50 people. Janie serves as vice president. Son Mike is director of operations. Daughter Sarah Oberman Bartush is director of business development.

Where there was once only one FBO at Camarillo, there are now four.

"This family has done more for the aviation culture of this community than just about anybody," says Del Kienholz, CIA's flight school manager. "This place was a ghost town in 1976. We're now a destination airport."

A big part of that draw can be attributed to the Southern California Wing of the Commemorative Air Force based at Camarillo, which maintains some of the finest restored World War II aircraft found anywhere, including a Grumman F6F Hellcat, Mitsubishi A6M3 Zero, and a Supermarine Spitfire. None of the wing's aircraft may be more revered, however, or more fussed over, than its twin-engine PBJ-1J—the Marine Corps variant of the B-25J Mitchell bomber.

The CAF's PBJ was built in 1945—too late to get into the fight—and sold as war surplus for \$950. Continental Airlines used it as a trainer. An oil company relied on it as an executive transport. A brewery owner in Denver bought it. The old bomber changed hands more than a dozen times over the years, eventually falling into disrepair.

"The sheet metal was so corroded in places, you could push your finger through it," says Dan Newcomb, a private pilot, former police officer, and one-time Douglas Aircraft aerospace worker who learned how to buck rivets at Douglas from a real-life Rosie who'd helped build B-17s during World War II.

A host of Commemorative Air Force volunteers, including Newcomb and Marc Russell, a United Airlines Boeing 787 captain, would spend countless hours over 23 years getting their hands dirty restoring the PBJ. In 2016, it made its first post-restoration flight. "We reworked every inch of her," says Russell with obvious pride. "She's the queen of our fleet." He is also one of the PBJ's designated pilots.

Certainly, there are plenty of other reasons beyond an abundance of vintage airplanes to explain Camarillo's appeal among fliers and non-fliers alike. The airport's usually clear skies and balmy weather have something to do with it. So does CMA's proximity to the 119 stores of the Camarillo Premium Outlets shopping mall.

Then there's the show-biz factor.

Many luminaries who call the Los Angeles area home find Camarillo a particularly convenient place to fly into and out of in their chartered jets. The roads aren't usually as congested as those servicing other executive airports in the Los Angeles basin. Plus, it's more private. Read: no paparazzi. Two of Camarillo's most luxurious fixed-base operators, Sun Air Jets and Air 7, cater to celebrities seeking to avoid the limelight, but don't expect employees at either to dish celebrity gossip.

"No kissing and telling," says Air 7's general manager, Tom Magglos, with a wry smile.

An airport this close to L.A. will almost certainly host a resident celebrity pilot or two, and at Camarillo, that place is occupied by Caitlyn Jenner, who learned to fly after winning a gold medal in the decathlon as Bruce Jenner at the 1976 Montreal Olympics. The sports-legend-turned-reality-TV-star spent some 25 years based at Van Nuys, before purchasing a hangar here about three years ago for her 1982 Beech. She came in part because of Camarillo's particularly sociable atmosphere, she says. "Everybody's friendly," Jenner observes, "and everybody's got stories."

Tinsel Town aside, the airport's biggest draw is indisputably its Waypoint Cafe. When I first landed at Camarillo about 15 years ago—a milk run from my home 40 miles up the coast in Santa Barbara—the Waypoint was a no-frills greasy spoon featuring faded photos of old airplanes and \$100 hamburgers that, shall we say, would never have been featured in *Gourmet* magazine. Then Tom Magglos' brother and sister-in-law bought the joint.

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Jim and Linda Magglos had made a fortune selling Baja Fresh, a chain of Tex-Mex eateries that they'd started in 1990 in nearby Newberry Park. A Camarillo-based pilot, Jim was looking for a new challenge and decided he needed a reason to hang out more often near the two helicopters and twin-engine Cessna he owned at the time.

"He was bored," says his brother.

Down came the old airplane photos. The Waypoint was redone in a slick retro motif approaching something close to cool. The food quality improved immeasurably, and the crowds have grown exponentially ever since, especially on Wednesdays and weekends, when the Waypoint serves tri-tip, a cut of sirloin that is marinated and grilled over charcoal and mesquite.

Back in the day, Navy aviators in their green flightsuits would drive over from Point Mugu Naval Air Station, eight miles away, to chow down at the Waypoint, elbow-to-elbow with Los Angeles law enforcement helicopter crews. They're all still there, as are civilian birdmen like me who commonly grouse that the restaurant has become too popular for its own good. Mostly, though, it's now the non-flying general public that crowds the cafe. The Waypoint has become what may well be the most successful airport restaurant in all of California. "There's nothing comparable," says John Strauss, an Idaho-based commercial pilot who flies into Camarillo regularly on business and always makes a point to eat at the Waypoint. "We pilots fly for food, and this is the leader of the pack."

Affixed to a decorative boulder outside the restaurant is a bronze plaque with a quote from Amelia Earhart: "You haven't seen a tree until you've seen its shadow from the sky."

Camarillo is filled with people who share that opinion. People like retired space shuttle engineer Jack Vautin. One of more than a hundred active Experimental Aircraft Association members at Camarillo, Vautin bought a wrecked Piper J-3 Cub in 1999, and spent more than a decade rebuilding it. In the years since, some 130 kids have gone flying for free with Vautin in his pampered, immaculate Cub as part of the EAA's Young Eagles program, introducing them to the wonders of flight. At least two of his passengers, he says, have gone on to become pilots themselves.

In a nearby hangar you can find Norm Hall, who spent 17 years flying surveillance missions for the FBI and the past 23 years putting together a three-quarter-scale kit version of a P-51. "I'm 65 percent done," Hall muses, "and 125 percent to go."

He plans to paint his Mustang in the colors of a P-51 flown by his friend, Arthur C. Fiedler, a World War II ace who notched eight victories against the Luftwaffe flying with the 15th Air Force's 325th Fighter Group. Fiedler passed away in 2016 in Oxnard.

Some of Hall's buddies at Camarillo tease him that maybe if he devoted less time to playing softball in a 75-and-over league and more time to working on his airplane, he might just finish it before heading for that big runway in the sky. To his naysayers, he merely chuckles. "I'm a long way from getting it done," Hall concedes, "but I'm gonna give it a good shot."

Another pilot at Camarillo has already achieved her goal. Sheila Collier, who has a background as a bookkeeper, decided that flying helicopters for a living sounded way more exciting than accounting. When the flight school where she was taking lessons abruptly went belly-up—taking her hard-earned deposit with it—Camarillo's Ninety-Nines ponied up about \$30,000 in scholarship money to help Collier finish her training. Today, she manages a flight school on the field where other aspiring chopper pilots can fulfill their dreams. "A flying oasis," is how Collier describes Camarillo.

Down the coast at Santa Monica, the airport is set to close at the end of 2028. Too much noise from private jets, the neighbors complained, too many off-field crashes. Encroached upon by ever-advancing suburban development, other small airports across California could be facing similar fates. CMA is not one of them.

"Camarillo has the potential to be a rock star," says Kip Turner, Ventura County's director of airports. "It's only just now getting wind beneath its wings."

Departing Runway 26, my little Piper gathers wind under its own wings and gains sky. I glance back, wondering how many stories of fliers and flying remain untold at Camarillo. It's all the excuse I need to plan a return flight.

That and the tri-tip.

About David Freed

Contributing editor David Freed is a pilot, novelist, and former *Los Angeles Times* reporter.

10e5

## FIRST LOOK



# Accident rate declining

**Joseph T. Nall Report released**

BY DAN NAMOWITZ

**THE GENERAL AVIATION** fatal accident rate for 2016 continued the previous year's decline even as total hours flown marked three years of steady growth, according to the twenty-eighth *Joseph T. Nall Report* released in October by the AOPA Air Safety Institute.

The 1,214 total accidents for the year rose from the previous annual figure of 1,173, while flight hours grew to 24.64 million from the previous year's estimate of 23.98 million hours flown.

Significantly, the 195 fatal accidents in 2016 were down from 221 in 2015, an 11.7-percent decrease. Preliminary figures for 2017 suggest another annual decline.

Once again, the fatal-accident reduction for GA appeared to lend support to the effectiveness of numerous industry initiatives whose goal is to reduce those mishaps.

As measured by the decline in fatal crashes, the results suggest that 2016 was one of the safest years for general aviation on record, said AOPA Air Safety Institute Executive Director Richard McSpadden.

"These numbers continue to demonstrate historic performance in aviation safety," McSpadden said.

The *Nall Report* analyzes data from the most recent year for which probable causes have been determined for at least 80 percent of accidents. It covers airplanes with maximum-rated gross take-off weights of 12,500 pounds or less and helicopters of all sizes, accounting for 99 percent of GA flight activity.

Flight time of the GA fleet is estimated using the FAA's annual General Aviation and Part 135 Activity Survey, which breaks down aircraft activity by category and class, and purpose of flight, among other characteristics. Excluded from the analysis are gliders, weight-shift control aircraft, powered parachutes, gyrocopters, and lighter-than-air crafts of all types.

► [aopa.org/nallreport](http://aopa.org/nallreport)

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## New format

The twenty-eighth *Nall Report* introduces a new all-digital, web-based interactive format. The *Nall Report* features six navigation buttons at the bottom of the introduction page, each taking the reader to the designated section. For example, the Noncommercial Fixed Wing button takes users to that section of the report, which features drop-down accordion buttons that expand on significant categories. The modernized layout allows users to easily locate their areas of interest and quickly search for information.

The AOPA Air Safety Institute, funded by donations to the AOPA Foundation, provides free educational resources and supports initiatives that improve general aviation safety and grow the pilot population, including award-winning online courses, in-person seminars, flight instructor renewal courses, and accident analysis—all created with the goal of helping all pilots fly more safely.

The *Nall Report* honors the memory of Joseph T. Nall, an NTSB member who died as a passenger in an airplane accident in Caracas, Venezuela, in 1989.

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