

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

Thursday June 13, 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 – April 11, 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. PRESENTATION
  - A. Presentation from the Sheriff's Office Aviation Unit about the potential operations of Blackhawk helicopters to and from the west ramp of Hangar 3 at Camarillo Airport.

Recommendation:

Staff requests that your Commission/Authorities receive a verbal report from the Sheriff's Office Aviation Unit.

6. NEW BUSINESS

OXNARD AIRPORT AUTHORITY

**A. Subject: Receive and File a Presentation of the Oxnard Airport Runway Improvement Alternatives**

**Recommendation:**

It is requested that your Authority receive and file an oral presentation regarding Oxnard Airport's present runway pavement evaluation and the Airport Engineer's recommended improvement alternatives.

**CAMARILLO & OXNARD AIRPORT AUTHORITY**

**B. Subject: Authorization for the Director of Airports or Designee to Award Annual Consulting-Services Contracts for FY 2019-2020 and to Issue Work Orders Against These Contracts**

**Recommendations:**

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

1. Authorize the Director of Airports to award annual consulting-services contracts for fiscal year 2019-2020 to the consultants listed in the Annual Consultant Services Contracts Summary (Attachment 1) using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (an exemplar contract form is attached as Attachment 2); and
2. Authorize the Director of Airports and/or his designee to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by your Board, and for up to \$100,000 each work order for other services.

**7. UNFINISHED BUSINESS**

**CAMARILLO & OXNARD AIRPORT AUTHORITY**

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

**Recommendation:**

Staff requests that your Authorities review and consider approval of the updated draft Bylaws of the Camarillo Airport Authority and Oxnard Airport Authority.

**8. DIRECTOR'S REPORT**

**9. REPORTS**

Monthly Activity Report – March, April 2019  
Monthly Noise Complaints – March, April 2019  
Airport Tenant Project Status – May 2019  
Project Status – May 2019  
Meeting Calendar

## **10. CORRESPONDENCE**

Letter dated March 29, 2019 from Erin Powers to Ron Rasak, RKR Incorporated re: Conceptual Approval for Proposed RKR, Incorporated Hangar Development for Early Coordination with Planning Agencies, DR 19-04

Letter dated March 29, 2019 from Jorge Rubio to Gerald Alves, Airport Properties Limited, LLC re: Public Records Request ("Request #8"), Communication between County and Ron Rasak/RKR Development, etc.

Letter dated April 8, 2019 from Madeline Herrle to Gregory Peacock, Tactical Communications re: Exterior Building Painting Coming Up, HVAC Repairs

Letter dated April 12, 2019 from Jorge Rubio to Gerald Alves, Airport Properties Limited, LLC re: Request of Records Request #1

Letter dated April 12, 2019 from Jorge Rubio to Jerry Alves, Airport Properties Limited, LLC re: Request of Records Request #9

Letter dated April 12, 2019 from Jorge Rubio to Jerry Alves, Airport Properties Limited, LLC re: Request of Records Request #10

Letter dated April 17, 2019 from Jorge Rubio to Jerry Alves, Airport Properties Limited, LLC re: Request of Records Request #12

Letter dated May 2, 2019 from Erin Powers to Art Galindo, Superior Fire, Inc. re: Notification 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 May 15, 2019 from Kip Turner to Daniel Gargas re: California Department of Transportation Inspection of Camarillo Airport

## **11. MISCELLANEOUS**

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

## **13. ADJOURNMENT**

The next regular Authority meeting will be on Thursday, July 11, 2019 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.

---

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

## CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

### MINUTES

April 11, 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  
Charlotte Craven  
Shawn Mulchay  
Bill Thomas  
Michael Hodson (Alt)

##### CAA ABSENT

##### OAA PRESENT

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

##### OAA ABSENT

Tim Flynn

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

##### AIRPORT STAFF

Kip Turner  
Jorge Rubio  
Jamal Ghazaleh  
John Feldhans  
Ana Castro

#### 3. APPROVAL OF MINUTES – March 14, 2019

***Camarillo Airport Authority: Supervisor Kelly Long moved to approve the March meeting minutes and Councilmember Charlotte Craven seconded the motion. All others voted and the motion passed unanimously.***

3a1

***Oxnard Airport Authority: Public member Walter Calhoun moved to approve the March meeting minutes and Councilmember Bert Perello seconded the motion. All others voted and the motion passed unanimously.***

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

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

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

A member of the public stated that the Hangar Owners Association is getting reports that staff from the Department of Airports is advising members of the boards on matters related to conflicts of interests. The member of the public inquired as to the accuracy of these reports.

A member of the Aviation Advisory Commission updated the Authorities that the Commission is conducting a review of their bylaws.

**5. UNFINISHED BUSINESS – None**

**6. NEW BUSINESS**

**CAMARILLO & OXNARD AIRPORT AUTHORITY**

**A. Subject: Review of Fiscal Year 2019-20 Proposed Budget**

**Recommendation:**

Staff requests that your Commission/Authorities review and comment on the Department of Airports proposed FY 2019-20 budget for Camarillo and Oxnard airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

Deputy Director Jorge Rubio provided staff's report on this item and went over a PowerPoint presentation detailing the proposed budget. In regards to new hangars that are being built at Camarillo Airport, Supervisor Kelly Long suggested that airport staff develop a waiting list specifically for the new hangars to verify that there is a demand for them at the increased rental rate. Public member Walter Calhoun raised a concern about the Department of Airports moving forward with a runway reconstruction at Oxnard Airport. Mr. Rubio explained that the decision to move forward with a reconstruction was based on engineering reports and data that support a reconstruction versus a rehabilitation. It was

3a2

requested that the department share the engineer's findings with Authority members and also post the information on the department's website. Mr. Calhoun further requested that the matter of the runway reconstruction be placed on a future agenda for additional discussion. A discussion took place about the overall health of Oxnard Airport and the desire for airport staff to continue efforts towards its growth and improvement. Mr. Rubio responded to various budget-related questions posed by Authority members.

A member of the Aviation Advisory Commission reported that the Commission previously heard this item and unanimously recommended its approval.

***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. Public member Walter Calhoun dissented. All others voted in favor and the motion passed 3-1.***

**B. Subject:** Approval of the Department of Airports' Fiscal Year 2019-20 Rent and Fee Schedule, Effective July 1, 2019; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Approval of, and Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Notices of Intent to Terminate and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule.

**Recommendations:**

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

1. Approve the Department of Airports' ("Department") FY 2019-20 Rent and Fee Schedule (Attachment 1 is the DRAFT with highlighted changes), with an effective date of July 1, 2019; and
2. Authorize the County Executive Officer and the Director of Airports to Execute Certain Leases and Licenses as described in Section III of the Resolution (Section III of Resolution in Attachment 1); and
3. Approve, Adopt, and Execute the Resolution (Pages 30-37 of Attachment 1) establishing rents, fees, and insurance requirements for the Department.

Deputy Director Jorge Rubio provided staff's report on this item and reviewed key changes to the Rent & Fee Schedule. Mr. Rubio shared that every two years the rates for hangars

and tie-downs are adjusted based on Consumer Price Index. Last year there was no increase to the rates for hangars and tie-downs but this year the rates increased by 6.971%. Mr. Rubio reviewed current rates and proposed rates for hangars, tie-downs, landing fees, land rates, aviation activity permits, and taxi/shuttle permits. Mr. Rubio pointed out that the rates for aviation activity permits decreased. It was clarified that rates for activity permits decreased because airport staff looked at the formula used to calculate the rates and adjusted it to depict current practice. Public member Bill Thomas requested that airport staff share the formula used to calculate the rates for activity permits with the Authorities, possibly in a director's report. Councilmember Charlotte Craven pointed out corrections to the Rent and Fee Schedule. On page 6b44 of the meeting packet, section E.1., the word "is" is used twice in the first two sentences so one "is" needs to be removed from each sentence so that the sentences read properly. Additionally, on page 6b46, section III.C., the word "that" needs to be added after the words "Government aircraft ...". Public member Bill Thomas noted that the definitions in the Rent and Fee Schedule, starting on page 6b36 of the meeting packet, need to be updated after the new hangar leases are finalized. Supervisor Kelly Long concurred with Mr. Thomas' comments and added that any other documents impacted by the finalization of the new hangar leases will need to be updated as well. Mr. Rubio responded to general questions posed by Authority members.

A member of the Aviation Advisory Commission reported that the Commission previously heard this item and unanimously recommended its approval.

***Camarillo Airport Authority: Supervisor Kelly Long moved to approve staff's recommendations, subject to corrections to the Rent and Fee Schedule noted by Councilmember Charlotte Craven, 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 recommendations and Supervisor John Zaragoza seconded the motion. All others voted in favor and the motion passed unanimously.***

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

Deputy Director Jorge Rubio stated that the Department of Airports is happy to have new airport director Kip Turner.

Mr. Rubio shared that the department is in a lease disagreement with a commercial tenant of the airport, Airport Properties Limited. Mr. Rubio could not disclose much information about this matter in the event that it goes to litigation however he wanted to bring it to the attention of the Authorities.

## **8. REPORTS**

3a4



Monthly Activity Report – February 2019  
Monthly Noise Complaints – February 2019  
Airport Tenant Project Status – March 2019  
Project Status – March 2019  
Financial Statements Period Ended – December 31, 2018  
Financial Statements Second Quarter – FY 2018/2019  
Meeting Calendar

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

## **9. CORRESPONDENCE**

Letter dated February 28, 2019 from Madeline Herrle to Jerry Alves, Airport Properties Limited, LLC re: Request of Records Request

Letter dated March 7, 2019 from Madeline Herrle to Charlie McLaughlin, Aspen Helicopters re: Midfield Facility Assessment Report

Letter dated March 7, 2019 from Madeline Herrle to MaryAnn Manolas, SBA Communications Corporation re: Amendment of Lease and Use Agreement, CA-45569-A, Oxnard Airport

Letter dated March 14, 2019 from Jorge Rubio to Stephen Maloney, Sun Air Jets

Letter dated March 15, 2019 from Jorge Rubio to Gerald Alves, Airport Properties Limited, LLC re: Public Records Request ("Request #2"), County N. Hangar Development

Letter dated March 15, 2019 from Jorge Rubio to Gerald Alves, Airport Properties Limited, LLC re: Public Records Request ("Request #3"), Revised Airport Plan

Letter dated March 15, 2019 from Jorge Rubio to Gerald Alves re: Notice of Intent to Terminate Option Properties

Letter dated March 19, 2019 from Jorge Rubio to Gerald Alves, Airport Properties Limited, LLC re: Public Records Request ("Request #5")

Letter dated March 22, 2019 from Madeline Herrle to James Wilkey, Wagon Train Productions, Inc. re: Storage Lease Agreement – Camarillo Airport Business Park

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

## **10. MISCELLANEOUS HANDOUTS**

None.

## **11. INFORMATION**

Miscellaneous articles of interest.

3a5



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

## **12. AUTHORITY COMMENTS**

Alternate public member Eugene Fussell commented that the hangars at Oxnard Airport are outdated and the Department of Airports should consider building new hangars. Mr. Fussell further commented that he would like to see more effort towards bringing commercial air service to Oxnard Airport. He believes there are many opportunities for Oxnard Airport to grow and be self-sustaining so he requested that airport staff work towards that end.

Councilmember Bert Perello supported the comments provided by Mr. Fussell.

Supervisor John Zaragoza welcomed new airport director Kip Turner. Mr. Zaragoza also sought clarification about a constituent complaint involving a plane traveling over homes from Victoria Avenue towards Ventura Road. Deputy Director Jorge Rubio stated that airport staff researched the complaint and got in touch with the constituent.

Public member Bill Thomas also welcomed airport director Kip Turner and shared that the Wings Over Camarillo Air Show will take place on August 17-18, 2019.

## **13. ADJOURNMENT**

There being no further business, the April 11, 2019 Authority meeting was adjourned at 8:55 p.m.

KIP TURNER, C.M.  
Administrative Secretary

3a6

**ITEM 5.A.**

**Presentation from the Sheriff's Office  
Aviation Unit about the potential operations  
of Blackhawk helicopters to and from the  
west ramp of Hangar 3 at Camarillo Airport.**

**The following attachments have been  
provided by the Sheriff's Office Aviation Unit**

Approach & Departure Profiles

Legend



Operations within this area will be limited to maintenance inspections and ground run ups only.



# Approach & Departure Profiles West View



*Approach and Departure Profiles mitigate impact to airport tenants with minimal downwash*

June 13, 2019

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

**Subject: Receive and File a Presentation of the Oxnard Airport Runway Improvement Alternatives**

**Recommendation:**

It is requested that your Authority receive and file an oral presentation regarding Oxnard Airport's present runway pavement evaluation and the Airport Engineer's recommended improvement alternatives.

**Discussion:**

At your April 11, 2019 meeting, your Authority raised questions and concerns regarding the level of improvement needed for Oxnard Airport's runway, scheduled for a Federal Aviation Administration grant in 2020. To address Authority member's concerns and to help devise an acceptable path forward, Department staff has requested Jeff Leonard, Airport Engineer with Mead & Hunt, Incorporated present to your Authority, information recently made available on the present runway pavement evaluation along with recommended improvement alternatives.

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



Kip Turner, C.M.  
Director of Airports

Attachment – Oxnard Airport Runway Pavement Improvements PowerPoint Presentation

6a1



# Oxnard Airport Runway Pavement Improvements

Mead  
& Hunt

Jeffrey Leonard, PE

6a2

# Our Purpose Today

- ❖ Present Pavement Evaluation
- ❖ Listen to Questions/Concerns
- ❖ Develop Path to Achieve the Goal Together





## Mead & Hunt's History at Oxnard Airport

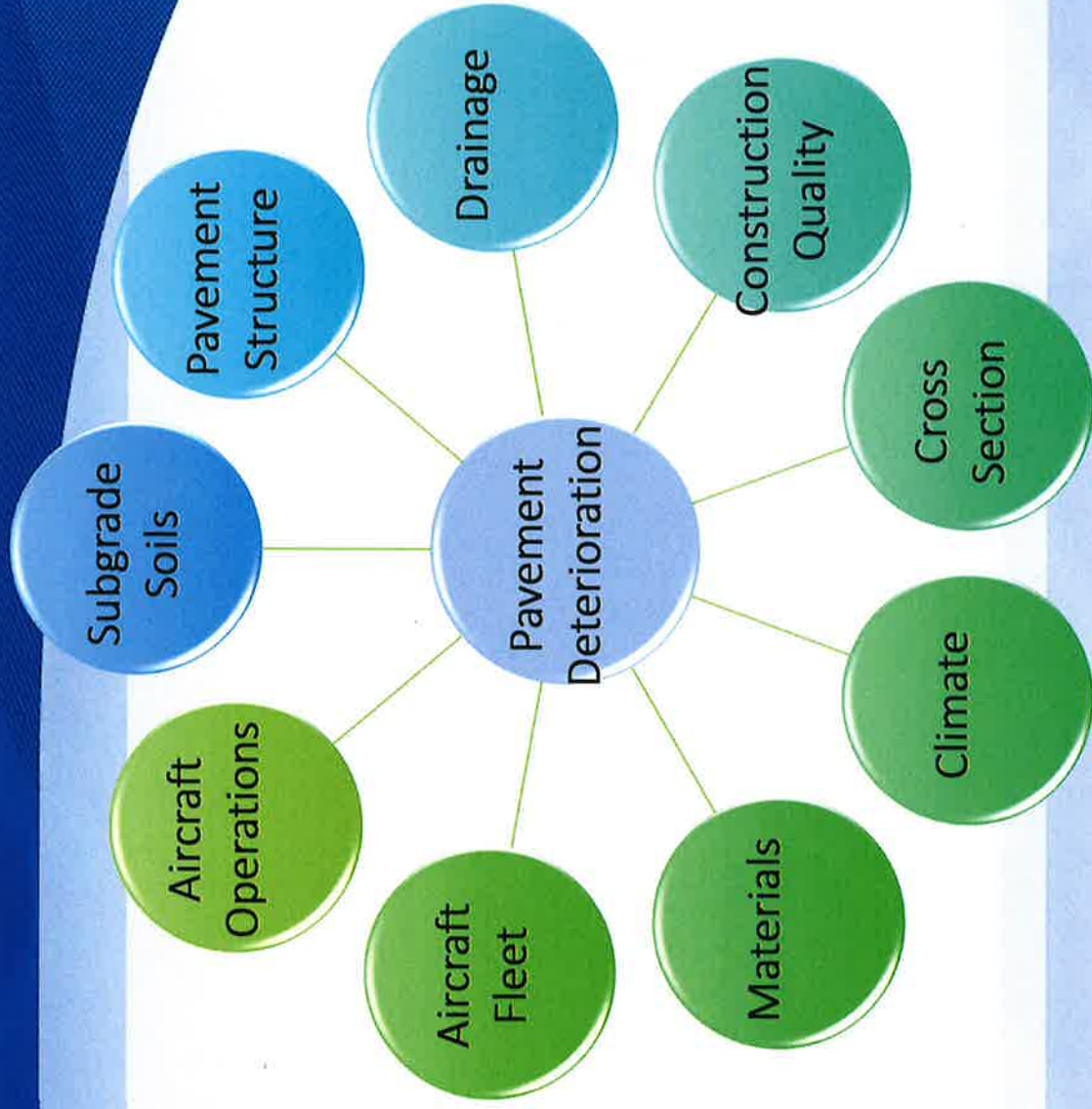
---

Mead & Hunt has more than 20 years of pavement design and engineering experience with County of Ventura and Oxnard Airport.

Jeff Leonard has been working at the Oxnard Airport on engineering-related projects since 2006.



# Factors Leading to Pavement Deterioration





# History of Pavement at Oxnard Airport

- ❖ 27 years since last structural improvements to the runway (1992)
  - 2003 and 2011 – Sealcoat Applications
- ❖ APMS (Airport Pavement Management System) studies
  - Performed in 2012 and 2016 (PCI 55-70, Fair)
- ❖ **Objective is to keep runway in safe operating condition!**



# OXR Runway Improvement Discussion Timeline

## Reported to Airport Authority Members:

- ❖ 1/13/17 2017 Airport Capital Improvement Plan (ACIP)
- ❖ 2/4/18 2018 ACIP
- ❖ 6/14/18 Preliminary Design Contract to Evaluate Rehabilitation/Reconstruction Options
- ❖ 2/14/19 2019 ACIP

## Preliminary Pavement Design Analysis:

- ❖ 2/25/19 – 4/9/19 Draft Preliminary Pavement Design Analysis available for Airport staff and FAA staff review and discussions





# Findings of the Pavement Evaluation and Preliminary Design

## PAVEMENT IMPROVEMENT OPTIONS

Method	Cost*	Runway Closure Duration**
Option 1 – Pavement Rehabilitation	\$15,746,875.00	14.5 weeks
Option 2 – Pavement Reconstruction	\$11,880,275.00	12 weeks

- Based on 2019 construction costs, apply 2% price escalation for subsequent years

\*\* Based on full-time closure period (off-peak closure periods excluded)

6a8

# RECOMMENDED OPTION

## OPTION 2 – Runway Pavement Reconstruction

### Justification

- ❖ Pavement section has reached its useful life
- ❖ Strengthen subgrade
- ❖ Constructability
- ❖ FAA concurs with recommended option based on subsurface evaluation



# Programming Timeline for OXR Runway Improvements

- ❖ Final Design: July 2019 – March 2020
- ❖ Advertise for Bids: April 2020
- ❖ Bid Opening: May 2020
- ❖ Execute FAA Grant: September 2020
- ❖ Execute State Grant: November 2020
- ❖ Construction: June 2021 – August/September 2021





# FAA Programming, Eligibility, and Funding

- ❖ Discussion on how FAA discretionary funding works
- ❖ Current FAA programming
- ❖ What happens if we wait?



6all



Questions/  
Comments?

---

Thank you  
Mead  
& Hunt

6a12



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)

June 3, 2019

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

**Subject: Authorization for the Director of Airports or Designee to Award Annual Consulting-Services Contracts for FY 2019-2020 and to Issue Work Orders Against These Contracts**

**Recommendations:**

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

1. Authorize the Director of Airports to award annual consulting-services contracts for fiscal year 2019-2020 to the consultants listed in the Annual Consultant Services Contracts Summary (Attachment 1) using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (an exemplar contract form is attached as Attachment 2); and
2. Authorize the Director of Airports and/or his designee to issue work orders against such contracts for up to \$35,000 each project for planning of construction projects not yet approved by your Board, and for up to \$100,000 each work order for other services.

**Fiscal/Mandates Impact:**

Mandatory: No

Source of Funding: *Airport Enterprise Fund*

Impact on Other Departments: *None*

This action does not result in an immediate fiscal impact, as there is no obligation to issue any work orders against these annual contracts during the term of the contracts. A fiscal impact will occur only when work orders are issued. The Airport's

661



proposed FY 2019-2020 budget reflects a total of \$175,000 programmed for these type of contracts.

**Discussion:**

To obtain professional consulting services for projects at Camarillo and Oxnard Airports for fiscal year 2019-2020, the Department of Airports reviewed previous year annual contract work, consultant performance, and anticipated future professional services requirements in order to determine which consultants and services should be retained under an annual contract arrangement. Based on this analysis, select consultants were invited to express their interest in forming an annual contract with the County. Invited consultants submitted proposed fee schedules which were reviewed and negotiated, and a list of proposed consultants was developed as shown in Attachment 1.

The proposed contract form (Attachment 2) has been negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual for Class II annual contracts. Class II annual contracts are approved by the Board of Supervisors each year. They are general contracts utilized for specific professional services when needed. Once an annual contract is in place, work orders are issued against the annual contract for specific services. No single work order can exceed \$100,000. The contracted services include, but are not limited to, engineering and plan review, specification writing, construction estimation, project oversight and inspection.

Consultants recommended for contracts have demonstrated qualifications required by the County. Negotiations have resulted in fee schedules considered fair and reasonable for the qualifications. Entering into an annual consulting-services contract does not guarantee any work for, or obligate the County to engage the services of, a consultant.

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

Kip Turner, C.M.  
Director of Airports

**Attachments:**

1. Annual Consultant Services Contracts Summary
2. Contract

6b2

**Department of Airports**  
**Annual Services Contracts by Consultant for FY2019-2020**

**Coffman & Associates    AEA 20-01**

**Inc.**                      Limit: \$50,000

Scottsdale, AZ

**Services Under Contract**

Environmental Planning

Environmental Review Services

Grant Support Administration Services

Planning

**Mead & Hunt,            AEA 20-02**

**Inc.**                      Limit: \$100,000

Windsor, CA

**Services Under Contract**

Civil Engineering

Design Review Services

Specification Writing

Grant Support Administration Services

Disadvantage Business Enterprise  
Support

Cost Engineer/Estimator

## **ANNUAL CONSULTING SERVICES CONTRACT**

**AE No. AEA 20-XX**

### **PROFESSIONAL SERVICES CONTRACT for Oxnard and Camarillo Airports**

This is an annual contract, made and entered into this July 1, 2019, by and between the COUNTY OF VENTURA, (COUNTY), and (TBD) (CONSULTANT).

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

The parties hereto agree as follows:

1. COUNTY hereby retains CONSULTANT to perform services on an "as needed / as requested" basis, during the period from July 1, 2019 to June 30, 2020, as provided in the "Scope of Work and Services", attached hereto as "Exhibit A", and the "COUNTY of Ventura, Public Works Agency, CONSULTANT's Guide to Ventura COUNTY Procedures" as amended from time to time, which is on file with the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions, otherwise they shall be interpreted together.
2. All work under this Contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as "Exhibit B". COUNTY shall issue a suspension of the contract time whenever CONSULTANT is delayed by action or inaction of COUNTY and CONSULTANT promptly notifies COUNTY of such delays.
3. COUNTY will make payment only for services actually rendered. CONSULTANT is not entitled to payment for having been retained under this Contract. CONSULTANT is not entitled to perform work under this Contract except as requested by COUNTY, and COUNTY is not obligated to request any work under this Contract. Payment for services rendered shall be made bi-weekly, within 30 days from when the COUNTY receives an invoice, in accordance with "Fees and Payment," attached hereto as "Exhibit C."
4. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

5. This Contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by COUNTY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this Contract. If given written notice, COUNTY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the COUNTY and to all deductions provided for in this Contract. All money withheld, whether assigned or not, shall be subject to being used by COUNTY for completion of the work, should the Contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by CONSULTANT or a principal of the firm.

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

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

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

8. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this Contract. During the term of this agreement CONSULTANT shall not employ or compensate personnel currently employed by COUNTY. CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to the COUNTY's subject project. This includes contracts and arrangements with manufacturers, suppliers, contractors or other third parties which possess or seek to obtain a financial interest related to the County's subject project. In performing services under this Contract, CONSULTANT acknowledges that it may be subject to laws addressing financial conflicts of interest such as the Political Reform Act ("Act"), Government Code section 81000 et seq. CONSULTANT shall comply with financial disclosure requirements under the Act as directed by COUNTY, and shall not engage in activities that may constitute a conflict of interest under applicable law.

9. a. CONSULTANT shall, throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:



- 1) Commercial General Liability insurance shall provided minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
- 2) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000, if applicable.
- 3) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in annual aggregate coverage. Professional Liability insurance is not required if the CONSULTANT does not provide design services including the preparation of plans or specifications, or survey services as part of design or project layout during the completion of this Contract.

b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide COUNTY with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name County of Ventura and its officials employees and agents as additional insured ("Additional Insureds") on CONSULTANT'S general and automobile liability insurance policies. All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self insurance maintained by the Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. CONSULTANT agrees to waive all rights of subrogation against the Additional Insureds for losses arising directly or indirectly from the activities or work performed by CONSULTANT hereunder.

10. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this Contract.

CONSULTANT:

COUNTY: **COUNTY OF VENTURA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Kip Turner, Director of Airports**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Taxpayer I.D. No.

**EXHIBIT A**

**SCOPE OF WORK AND SERVICES**

Consultant shall provide professional consulting services during the period from July 1, 2019 to June 30, 2020, as requested by the Director of Airports or his designated representative. Such services shall include, but are not limited to management consulting services, civil engineering, design review services, specification writing, grant support administration services, disadvantage business enterprise support, cost engineering/estimating, planning, environmental planning, environmental review services.

County retains the right to terminate any work requested for any reason by notifying Consultant in writing 60 days in advance and by paying all charges accumulated prior to such termination.

Consultant agrees to complete all work accepted by Consultant during the term of this contract.

All work performed under this contract shall be done under the general direction of the Director of Airports and the direction of the Deputy Director of Airports or his designated representative.

At the Agency's discretion, the Agency may provide Consultant with office space, telephone, computer, supplies and secretarial services at the Department of Airports Administrative Offices, Camarillo Airport, for use solely for the performance of services for the County.

END OF EXHIBIT A

-----  
**EXHIBIT B**

**TIME SCHEDULE**

All work under this contract shall be completed by June 30, 2020.

END OF EXHIBIT B

-----  
**EXHIBIT C**

**FEES and PAYMENT**

On presentation of invoice, payment shall be made for work completed, delivered and accepted at the following rates:

1. Fee Schedule (negotiated fee schedule to be inserted)

County shall compensate Consultant at the above rate, but not to exceed the sum of \$XX,000.00, for all assigned work completed.

END OF EXHIBIT C

June 13, 2019

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

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

**Recommendation:**

Staff requests that your Authorities review and consider approval of the updated draft Bylaws of the Camarillo Airport Authority and Oxnard Airport Authority.

**Discussion:**

During your January 2019 meetings, your Authorities expressed concern that the existing Bylaws for Camarillo and Oxnard Airport Authorities were not similar to each other. Your Authorities also directed staff to review these Bylaws and propose language at a future special meeting.

Staff worked with County Counsel to review the Bylaws and found that they needed to be consistent with the Joint Powers Agreement between the County of Ventura and the City of Camarillo, and the County of Ventura and the City of Oxnard. As a result of these findings, staff presented a red lined version of the proposed updated Bylaws at the Camarillo and Oxnard Airport Authorities special meeting on February 4, 2019.

During this special meeting, your Authorities reviewed the proposed changes to the Bylaws and discussed them with your members and staff. The public also expressed their opinions. At the end of that meeting, staff and County Counsel were directed to address the outstanding items in the proposed Bylaws and to bring them back for approval at the Airport Authorities meeting in March.

At the March meeting, you Authorities continued to discuss the proposed changes and requested that staff and County Counsel further address some of the proposed language. As such, staff worked with County Counsel to further update these documents and is now providing the updated draft Bylaws for your review and consideration of approval. The comments highlighted in yellow represent the changes proposed at the previous Airports Authorities meeting and allowed by the Joint Powers Agreements.

7a1

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

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

Attachments:

1. Proposed Amended Bylaws of the Camarillo Airport Authority – Red lined version
2. Proposed Amended Bylaws of the Camarillo Airport Authority – Clean version
3. Proposed Amended Bylaws of the Oxnard Airport Authority – Red lined version
4. Proposed Amended Bylaws of the Camarillo Airport Authority – Clean version

7a2

**SECOND STATEMENT OF AMENDED  
BY-LAWS OF THE  
CAMARILLO AIRPORT AUTHORITY**

The following provisions shall constitute the By-Laws of the Camarillo Airport Authority as amended:

**ARTICLE I. CONSTITUTION**

The Camarillo Airport Authority, ~~hereinafter referred to as " (Authority),"~~ was formed pursuant to a joint powers agreement on October 21, ~~1976~~1979, between the City of Camarillo ~~(City)~~ and the County of Ventura ~~(County)~~, such ~~accord being~~ entitled "Agreement Between County of Ventura and City of Camarillo Pertaining to Camarillo Airport Development and Surrounding Land Use." ~~(Joint Powers Agreement).~~

**Commented [RJ1]:** Corrected to 1976 per Special Meeting

**ARTICLE II. PURPOSE**

The purpose of the Authority is to ~~review and act advise the Camarillo City Council (Council) and the Ventura County Board of Supervisors (Board) upon on~~ policy matters relating to Camarillo Airport operations and development, and policy matters regarding ~~changes in~~ land use ~~matters within the~~ "Camarillo Airport Zone" as defined in the ~~Joint Powers Agreement~~. ~~"Land use matter within the Camarillo Airport Zone" means actions relating to zoning, master or general planning, use permits, and all other exercises of the police power which regulate the development of the Camarillo Airport Zone.~~

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

**Commented [RJ2]:** This document has no power to restrict or bind the BOS. Only the JP Agreement itself can do that. And the JP Agreement contains an exception to this requirement.

This paragraph is therefore unnecessary in the bylaws.

~~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 it has been first 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 Airport Zone.~~

**Commented [RJ3]:** The same explanation as the one above it.

**ARTICLE III. DUTIES AND RESPONSIBILITIES**

~~Except as allowed by the Joint Powers Agreement, A~~ll policy matters ~~relating to concerning the~~ Camarillo Airport ~~operations, Camarillo Airport development, and land use matters within the~~ Camarillo Airport Zone; ~~or the air transportation system within the County of Ventura requiring Board or Council~~ action shall first be referred to the Authority for its ~~review recommendation~~ prior to submission to the Board or Council for action.

~~The Authority shall not take any action not unless that action is expressly authorized by the Joint Powers Agreement. The Authority shall not make any recommendation to the City or the County unless that recommendation is a recommendation to exercise a power held in common by both the City and the County.~~

The Authority shall act expeditiously and avoid unreasonable delays in formulating recommendations to the ~~Ventura County Board of Supervisors and the Camarillo City Council~~. Any ~~matter recommendation~~ submitted to the Authority shall be deemed to have been approved ~~by the Authority~~ following the

**Commented [RJ4]:** Clarification per Special Meeting request: Gov. Code, § 6502: "[T]wo or more public agencies by agreement may jointly exercise any power common to the contracting parties ...."

**Commented [RJ5R4]:** Removed proposed language based on Authority's request from March 14, 2019 meeting.

ATTACHMENT 1

7a3



expiration of sixty (60) days following submission unless a majority of the members of the Authority shall have ~~denied, disapproved or taken other action upon~~ modified the recommendation it.

~~The Department of Airports staff shall provide assistance, including obtaining any necessary legal or other technical assistance required by the Authority in formulating its recommendations. The Department of Airports may request the Authority to review and make recommendations upon matters under its jurisdiction which would have not required Board or Council action or approval. The Authority shall, at all of its meetings, set aside time for public comment and input on the matters at hand on that meeting's agenda. It shall hear allow public comment on all complaints, suggestions, and viewpoints from airport users, lessees, and other interested parties on matters on which within the Authority's subject matter jurisdiction is authorized to make recommendations to the Council or Board. The Authority shall give fair, open-minded consideration to public comment and make its deliberations and dispositions public in all matters brought before it on the agenda. The Authority's meetings shall be open to the may hold public hearings when necessary to serve the public interest. Correspondence containing representations and/or recommendations of the Authority being sent to the Board or Council, members of the general public or other agencies of the County shall first be approved by a majority vote of the Authority, and such materials shall be transmitted under the signature of the Chairman-chairman of the Authority or his or her designee. Correspondence containing County and/or City policy or representations which are being transmitted to federal, state or other non-County/City agencies shall be sent to the Board and/or Council as appropriate for approval and signature.~~

**Commented [RJ6]:** No authority for this in the JPA.

**Commented [RJ7]:** No authority for this in the JPA.

**Commented [RJ8]:** Explanation per Special Meeting: Brown Act: "Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2." (Gov. Code, § 54954.3.)

**Commented [RJ9]:** Explanation per Special Meeting: Brown Act: "[N]o action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2." (Gov. Code, § 54954.3.)

**Commented [RJ10]:** No authority for this in the JPA.

**Commented [RJ11]:**

**Commented [RJ12]:** Per JPA City does not pay

**Commented [RJ13]:** To comport with what the JPA says.

**Commented [RJ14]:** Removed paragraph per Special Meeting

County shall, without cost to City, provide staff and secretarial support to the Authority, ~~which support shall include consisting of~~ 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.

~~All additional expenditures which are recommended by Authority shall be paid by County subject to County's prior approval. In the event County fails to approve any proposed expenditure, such expenditure shall not be incurred unless and until the manner of payment is mutually agreed upon by the Authority Council and Board. The debts, liabilities and obligations of the Authority shall be solely the debts, liabilities and obligations of the Authority; neither the City nor the County shall be liable therefor.~~

#### ARTICLE IV. MEMBERSHIP

The Authority shall be composed of two members of the ~~Ventura County Board of Supervisors~~, which members shall be selected by ~~such the~~ Board; two members of the ~~Camarillo City Council~~, which members shall be selected by ~~such the~~ Council; and a fifth member ~~to be~~ selected by a majority of the other four members (~~Public Member~~). Alternates for the ~~representatives members of from~~ the Board and the Council may be selected by the respective bodies, ~~from the respective bodies~~. An alternate to the ~~fifth Public member Member~~ may be selected by a majority vote of the other ~~five four~~ Authority members. Any such designated alternate(s) may be a voting participant at an Authority meeting at such time as a regular member(s) is not in attendance. ~~Upon the termination of office of the fifth member prior to the expiration of his or her term, the designated alternate shall succeed to such position, following a majority vote of approval by the five Authority members.~~

**Commented [RJ15]:** Redundant to language in Article V, below

Members of the Authority are subject to the Political Reform Act (Gov. Code, § 81000, et seq.) and to Government Code section 1090), et seq.

**Commented [RJ16]:** Subject to Political Reform Act

#### ARTICLE V. TERMS OF OFFICE

7a4

Members from the Board of Supervisors and the City Council shall serve at the pleasure of their respective bodies. The term of the ~~fifth Public member Member~~ shall be two (2) years, with no ~~such Public member Member~~ holding office for more than ~~four (4) six (6)~~ consecutive years or ~~two (2) three (3)~~ consecutive terms, whichever period is shorter.

Commented [RJ17]: Term limits are dictated by JPA. Amending this would require a change in the JPA.

The term of office of the ~~fifth Public member Member~~ shall commence on the first of March. Prospective candidates shall complete and return an approved application form to the ~~Airport~~ Authority in compliance with the instructions provided, when so ordered by the Authority. Final selection will be by majority vote of the other four Authority members. The final selection shall be made by the Authority prior to the end of the ~~fifth Public member Member's~~ term.

Commented [RJ18R17]: JPA not specific about terms. Modified to 3 (2-year terms) per Special Meeting.

The term of office of the Alternate Public Member shall be the same as that of the Public Member. Prospective candidates shall complete and return an approved application form to the ~~Airport~~ Authority in compliance with the instructions provided. Vacancy in the Public Member position shall be filled by the appointment of the Alternate Public Member upon a majority vote of the ~~other five four~~ Authority members. ~~An Alternate Public Member appointed to the Public Member seat in this fashion shall serve only the remainder of the term of the vacating Public Member. The length of service as an Alternate Public Member shall not count towards a term as the Public Member, should the Alternate Member be selected to serve as a Public Member.~~

Commented [RJ19]: Removed proposed language based on Authority's request from March 14, 2019 meeting.

Commented [RJ20]: Added Language per Special Meeting

#### ARTICLE VII. OFFICERS

The Authority shall select from its membership a chairman and a vice-chairman. Each shall serve for one (1) calendar year beginning on the first meeting in January. The chairman shall be responsible for conducting the meetings and shall be guided by Robert's Rules of Order, Revised. The ~~Airport Administrator Director of Airports for the Department of Airports~~ shall act as the Authority's administrative secretary. The administrative secretary shall be directly responsible to the chairman and the Authority for the administrative and secretarial needs of the Authority, ~~as described above~~. From time to time the chairman will assign members ~~of the Authority, on a voluntary basis~~, to committees for purposes of special studies and pursuits. Each committee will be headed by a committee chairman ~~appointed by the chairman of the Authority~~. The committee chairman shall be responsible to the Authority for carrying out ~~its the committee's~~ assigned task.

Commented [RJ21]: Added proposed language based on Authority's request from March 14, 2019 meeting.

Commented [RJ22]: Added proposed language based on Authority's request from March 14, 2019 meeting.

#### ARTICLE VIII. MEETINGS

The Authority shall hold meetings once each month at a time and place selected by the Authority. Meetings shall be open to the public. The administrative secretary shall prepare and publish the agenda for each meeting and have it distributed to Authority members and all interested parties after it has been approved by the chairman or his or her designee. Meetings may be cancelled only on the approval of the chairman. Special meetings may be called by the chairman, vice-chairman or any three members. In the absence or unavailability of the chairman, the vice-chairman shall assume all duties and responsibilities of the chairman. No action shall be taken except by a majority of a quorum of the Authority. A quorum shall exist when at least three (3) Authority members are present and a quorum must contain one City member, one County member and ~~one the Ppublic Mmember~~. Voting shall generally take place by voice vote unless a ballot vote is requested by any one member. The secretary shall poll each member and record his or her vote on all motions acted upon by voice vote, and record the results of all ballot votes. An accurate record of each regular and special meeting shall be kept and published for all interested parties.



**ARTICLE ~~VIII~~IX. AMENDMENTS**

Amendments to these By-Laws may be made by the Authority at any time by a majority vote of the Authority, as long as such amendments are consistent with the ~~joint Joint powers Powers agreement Agreement~~ ("Agreement Between County of Ventura and City of Camarillo Pertaining to Camarillo Airport Development and Surrounding Land Use. ").

**ARTICLE ~~IX~~X. EFFECTIVE DATE**

These By-Laws, as amended, shall take effect upon adoption by the Authority.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and duly carried, the foregoing amended By-Laws were approved by the Camarillo Airport Authority on \_\_\_\_\_ (day) \_\_\_\_\_ (Month), 20 \_\_\_\_.

**SECOND STATEMENT OF AMENDED  
BY-LAWS OF THE  
CAMARILLO AIRPORT AUTHORITY**

The following provisions shall constitute the By-Laws of the Camarillo Airport Authority as amended:

**ARTICLE I. CONSTITUTION**

The Camarillo Airport Authority (Authority), was formed pursuant to a joint powers agreement on October 21, 1976, between the City of Camarillo (City) and the County of Ventura (County), entitled "Agreement Between County of Ventura and City of Camarillo Pertaining to Camarillo Airport Development and Surrounding Land Use" (Joint Powers Agreement).

**ARTICLE II. PURPOSE**

The purpose of the Authority is to advise the Camarillo City Council (Council) and the Ventura County Board of Supervisors (Board) on policy matters relating to Camarillo Airport operations and development, and policy matters regarding land use matters within the "Camarillo Airport Zone" as defined in the Joint Powers Agreement. "Land use matter within the Camarillo Airport Zone" means actions relating to zoning, master or general planning, use permits, and all other exercises of the police power which regulate the development of the Camarillo Airport Zone.

**ARTICLE III. DUTIES AND RESPONSIBILITIES**

Except as allowed by the Joint Powers Agreement, all policy matters relating to Camarillo Airport operations, Camarillo Airport development, and land use matters within the Camarillo Airport Zone requiring Board or Council action shall first be referred to the Authority for its recommendation prior to submission to the Board or Council for action.

The Authority shall not take any action unless that action is expressly authorized by the Joint Powers Agreement.

The Authority shall act expeditiously and avoid unreasonable delays in formulating recommendations to the Board of Supervisors and the Council. Any recommendation submitted to the Authority shall be deemed to have been approved by the Authority following the expiration of sixty (60) days following submission unless a majority of the members of the Authority shall have disapproved or modified the recommendation.

The Authority shall, at all of its meetings, set aside time for public comment. It shall allow public comment on matters within the Authority's subject-matter jurisdiction. The Authority shall give fair, open-minded consideration to public comment and make its deliberations and dispositions public in all matters on the agenda. The Authority's meetings shall be open to the public. Correspondence containing representations and/or recommendations of the Authority being sent to the Board or Council shall first be approved by a majority vote of the Authority, and such materials shall be transmitted under the signature of the chairman of the Authority or his or her designee.

County shall, without cost to City, provide staff and secretarial support to the Authority, consisting of 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.

**ATTACHMENT 2**

7a7

#### **ARTICLE IV. MEMBERSHIP**

The Authority shall be composed of two members of the Board, which members shall be selected by the Board; two members of the Council, which members shall be selected by the Council; and a fifth member to be selected by a majority of the other four members (Public Member). Alternates for the members from the Board and the Council may be selected by the respective bodies, from the respective bodies. An alternate to the Public Member may be selected by a majority vote of the other four Authority members. Any such designated alternate(s) may be a voting participant at an Authority meeting at such time as a regular member(s) is not in attendance.

Members of the Authority are subject to the Political Reform Act (Gov. Code, § 81000, et seq.) and to Government Code section 1090, et seq.

#### **ARTICLE V. TERMS OF OFFICE**

Members from the Board and the Council shall serve at the pleasure of their respective bodies. The term of the Public Member shall be two (2) years, with no Public Member holding office for more than six (6) consecutive years or three (3) consecutive terms, whichever period is shorter.

The term of office of the Public Member shall commence on the first of March. Prospective candidates shall complete and return an approved application form to the Authority in compliance with the instructions provided, when so ordered by the Authority. Final selection will be by majority vote of the other four Authority members. The final selection shall be made by the Authority prior to the end of the Public Member's term.

The term of office of the Alternate Public Member shall be the same as that of the Public Member. Prospective candidates shall complete and return an approved application form to the Authority in compliance with the instructions provided. Vacancy in the Public Member position shall be filled by the appointment of the Alternate Public Member upon a majority vote of the other four Authority members. An Alternate Public Member appointed to the Public Member seat in this fashion shall serve the remainder of the term of the vacating Public Member. The length of service as an Alternate Public Member shall not count towards a term as the Public Member, should the Alternate Member be selected to serve as a Public Member.

#### **ARTICLE VII. OFFICERS**

The Authority shall select from its membership a chairman and a vice-chairman. Each shall serve for one (1) calendar year beginning on the first meeting in January. The chairman shall be responsible for conducting the meetings and shall be guided by Robert's Rules of Order, Revised. The Director of Airports shall act as the Authority's administrative secretary. The administrative secretary shall be directly responsible to the chairman and the Authority for the administrative and secretarial needs of the Authority, as described above. From time to time the chairman will assign members of the Authority, on a voluntary basis, to committees for purposes of special studies and pursuits. Each committee will be headed by a committee chairman appointed by the Chairman of the Authority. The committee chairman shall be responsible to the Authority for carrying out the committee's assigned task.

#### **ARTICLE VIII. MEETINGS**

The Authority shall hold meetings once each month at a time and place selected by the Authority. Meetings shall be open to the public. The administrative secretary shall prepare and publish the agenda for each meeting and have it distributed to Authority members and all interested parties after it has

7a8

been approved by the chairman or his or her designee. Meetings may be cancelled only on the approval of the chairman. Special meetings may be called by the chairman, vice-chairman or any three members. In the absence or unavailability of the chairman, the vice-chairman shall assume all duties and responsibilities of the chairman. No action shall be taken except by a majority of a quorum of the Authority. A quorum shall exist when at least three (3) Authority members are present and a quorum must contain one City member, one County member and the Public Member. Voting shall generally take place by voice vote unless a ballot vote is requested by any one member. The secretary shall poll each member and record his or her vote on all motions acted upon by voice vote, and record the results of all ballot votes. An accurate record of each regular and special meeting shall be kept and published for all interested parties.

**ARTICLE IX. AMENDMENTS**

Amendments to these By-Laws may be made by the Authority at any time by a majority vote of the Authority, as long as such amendments are consistent with the Joint Powers Agreement).

**ARTICLE X. EFFECTIVE DATE**

These By-Laws, as amended, shall take effect upon adoption by the Authority.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and duly carried, the foregoing amended By-Laws were approved by the Camarillo Airport Authority on \_\_\_\_\_ (day) \_\_\_\_\_ (Month), 20 \_\_\_\_.



## AMENDED BYLAWS

### ~~Oxnard Airport Authority~~ **OXNARD AIRPORT AUTHORITY**

Commented [RJ1]: Centered and capitalized all letters

The following provisions shall constitute the Bylaws of the Oxnard Airport Authority:

#### ARTICLE I. CONSTITUTION

The Oxnard Airport Authority, ~~herein after referred to as "Authority,"~~ was formed by joint powers agreement on December 16, 1980, between the City of Oxnard and County of Ventura, entitled "Agreement Between County of Ventura and City of Oxnard Pertaining to Oxnard Airport Development and Surrounding Land Use." ~~(Joint Powers Authority Agreement)~~

Commented [RJ2]: Changed to Agreement per Special Meeting.

#### ARTICLE II. PURPOSE

The purpose of the Authority is to ~~review and consider and recommend to the Oxnard City Council (Council) and the Ventura County Board of Supervisors (Board) act upon policy matters relating to Airport Operations and development and policy matters regarding changes in land use as the change relates to land use standards as defined in the joint powers agreement appropriate standards for operations at the Oxnard Airport and development around the Oxnard Airport, so that operations and development are compatible with each other.~~

Commented [RJ3]: This is not consistent with the JPA.

~~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 Oxnard Airport until the matter shall have first been submitted to the Authority and a recommendation received therefrom.~~

~~The Oxnard 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 Oxnard Airport Zone until the matter shall have first been submitted to the Authority and a recommendation received therefrom. Any land use that may be affected by the operation of the Airport shall mean actions relating to zoning, master or general planning, use permits and all other exercises of the police power which relate to the development of the Airport.~~

Commented [RJ4]: This document cannot bind the Board or Council, so these paragraphs are unnecessary and potentially confusing. In addition, the second paragraph is not consistent with the JPA.

#### ARTICLE III. DUTIES AND RESPONSIBILITIES

~~The Authority shall consider and recommend to the Council and Board standards for airport operations (Operational Standards) and standards relating to development of areas adjacent to the Oxnard Airport (Development Standards). Except as allowed by the Joint Powers Agreement, before any matter related to those standards is submitted to the Council or Board, the Authority shall review and make recommendations to the Council and Board as to the application of the adopted standards to the matter.~~

~~Operational Standards shall relate to the level of general aviation and limited commercial flights, runway length for takeoffs and landings, aircraft weight limits, VFR traffic patterns, and any other reasonable standards that will promote safe and compatible airport operations with the surrounding land areas.~~

~~Development Standards shall relate to building heights, noise attenuation requirements, and any other reasonable standards to promote safe and compatible air operations at the Oxnard Airport, including~~

~~maps identifying the compatible area surrounding the Oxnard Airport in which the Development Standards shall apply.~~

~~The Authority shall not take any action unless that action is expressly authorized by the Joint Powers Agreement. The Authority shall not make any recommendation that to the City or the County unless that recommendation is a recommendation to exercise any power not held in common by both the City and the County.~~

~~All matters concerning the Oxnard Airport and land use around the Airport, or the air transportation system within the Ventura County ? requiring Board or Council action shall first be referred to the Authority for its action prior to submission to the Board or Council for action.~~

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

~~Department of Airports staff shall provide assistance, including obtaining legal and other technical assistance necessary in the development of information required by the Authority in formulating its recommendations. The Department of Airports may request the Authority to review and make recommendations on matters under its jurisdiction, which would normally not require Board or Council action or approval. The Authority shall, at all of its meetings, set aside time for public comment and input on the matters at hand on that meeting's agenda. It shall hear allow public comment on all complaints, suggestions and viewpoints from airport users, lessees, and parties of interest to other interested parties on matters on which within the Authority's subject-matter jurisdiction authorized to make recommendations to the Council or Board. The Authority shall give fair, open-minded consideration to public comment and make its dispositions public in all matters brought before it on the agenda. The Authority's meetings shall be open to may hold public hearings when necessary to serve the public interest. Correspondence containing representations and/or recommendations of the Authority being sent to the Board or Council, individuals of the public, or other agencies of the County shall first be approved by a majority vote of the Authority, and such materials shall be transmitted under the signature of the chairperson or the Authority or his/her designee. Correspondence containing County/City policy or representations being sent to federal, state or other non-County/City agencies shall be sent to the Board/Council for approval and signature.~~

County shall, without cost to City, provide staff and secretarial support to the Authority, ~~which said support shall include consisting of~~ 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.

~~All additional expenditures, which are recommended by Authority shall be paid by County subject to County's prior approval. 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 Council and Board. 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.~~

**Commented [RJ5]:** Inserted to conform with JPA

**Commented [RJ6]:** Clarification per Special Meeting request: Gov. Code, § 6502: "[T]wo or more public agencies by agreement may jointly exercise any power common to the contracting parties ...."

**Commented [RJ7R6]:** Removed proposed language based on Authority's request from March 14, 2019 meeting.

**Commented [RJ8]:** No authority for this in the JPA.

**Commented [RJ9]:** No authority for this in the JPA.

**Commented [RJ10]:** Explanation per Special Meeting: Brown Act: "Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2." (Gov. Code, § 54954.3.)

**Commented [RJ11]:** Explanation per Special Meeting: Brown Act: "[N]o action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2." (Gov. Code, § 54954.3.)

**Commented [RJ12]:** No authority for this in the JPA.

**Commented [RJ13]:** No authority for this in the JPA.

**Commented [RJ14]:** Removed paragraph per Special Meeting

7a11



#### ARTICLE IV. MEMBERSHIP

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 ~~Oxnard 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 (Public Member). ~~The term of office of the fifth Public member Member shall be two (2) years unless. The fifth member shall serve at the pleasure of the other four and can be replaced during his/her term of office by majority vote of the other four members.~~

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 Public member 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.

~~Members of the Authority are subject to the Political Reform Act (Gov. Code, § 81000, et seq.) and to Government Code section 1090, et seq.)~~

Commented [RJ15]: Subject to Political Reform Act

#### ARTICLE V. TERMS OF OFFICE

~~Members from the Board and the Council shall serve at the pleasure of their respective bodies. The term of office of the Public Member shall be two (2) years unless replaced during his/her term of office by majority vote of the other four members.~~

~~Prospective Public Member candidates shall complete and return an approved application form to the Authority in compliance with the instructions provided, when so ordered by the Authority. Final selection will be by majority vote of the other four Authority members.~~

~~The term of office of the Alternate Public Member shall be the same as that of the Public Member. Prospective candidates shall complete and return an approved application form to the Authority in compliance with the instructions provided.~~

Commented [RJ16]: There is a 2 year term for Public Members with no term limits. This is consistent with the JPA. If term limits are to be set, the JPA would need to be amended. Should the Authority require term limits then, it is recommended that they would be similar to Camarillo's

#### ARTICLE VI. COMPENSATION

Members of the Authority may be compensated in an amount of not more than \$50.00 per meeting for a maximum of two meetings any given month. Such compensation shall be provided by the respective entities with the compensation for the ~~public Public member Member~~ being shared equally by both ~~entitiesthe City and the County.~~

Commented [RJ17]: There is compensation per JPA

#### ARTICLE VII. OFFICERS

The Authority shall select from its membership a chairman and a vice-chairman. Both shall serve for one calendar year beginning on the first meeting in January. The chairman shall be responsible for conducting the meetings and shall be guided by Robert's Rules of Order, Revised. The Director of Airports shall act as the Authority's Administrative Secretary. The Administrative Secretary shall be directly responsible to the chairman and the Authority for the administrative and secretarial needs of the Authority, as described above. From time to time the Chairman will assign members of the Authority, on a voluntary basis, to committees for purposes of special studies and pursuits. Each committee will be headed by a committee chairman appointed by the chairman of the Authority. The committee chairman shall be responsible to the Authority for carrying out its-the committee's assigned task.

Commented [RJ18]: Added proposed language based on Authority's request from March 14, 2019 meeting.

Commented [RJ19]: Added proposed language based on Authority's request from March 14, 2019 meeting.

#### **ARTICLE VIII. MEETINGS**

The Authority shall hold meetings once each month at a time and place selected by the Authority. Meetings shall be open to the public. The Administrative Secretary shall prepare and publish the agenda for each meeting and have it distributed to Authority members and all interested parties after it has been approved by the chairman or his designee. Meetings may be cancelled only on the approval of the chairman. Special meetings may be called by the chairman, vice-chairman or any three members.

In the absence or unavailability of the chairman, the vice-chairman shall assume all duties and responsibilities of the chairman. In the absence of both officers, the next most senior member shall assume the duties and responsibilities of the chairman. No action shall be taken except by a majority of the quorum of the Authority. A quorum shall exist when at least three (3) Authority members are present, which must be made up of at least one member from the City and one member from the County. Voting shall normally take place by voice vote unless ballot vote is requested by any one member. The secretary shall poll each member and record his/her vote on all motions acted upon by voice vote, and record the results of all ballot votes. An accurate record of each regular and special meeting shall be kept and published for all interested parties.

#### **ARTICLE ~~VIII~~IX. AMENDMENTS**

Amendments to these Bylaws may be made by the Authority at any time by a majority vote of the Authority, as long as such amendments are consistent with the ~~joint joint powers-Powers agreement Agreement~~ ("Agreement Between County of Ventura and City of Oxnard Pertaining to Oxnard Airport Development and Surrounding Land Use").

#### **ARTICLE IX. EFFECTIVE DATE**

These Bylaws shall take effect upon adoption by the Authority.

Upon motion of Supervisor John Flynn, seconded by Supervisor Kathy Long, and duly carried, the foregoing amended Bylaws were approved by the Oxnard Airport Authority on February 15, 2001.



**AMENDED BYLAWS  
OXNARD AIRPORT AUTHORITY**

The following provisions shall constitute the Bylaws of the Oxnard Airport Authority:

**ARTICLE I. CONSTITUTION**

The Oxnard Airport Authority (Authority) was formed by joint powers agreement on December 16, 1980, between the City of Oxnard and County of Ventura, entitled "Agreement Between County of Ventura and City of Oxnard Pertaining to Oxnard Airport Development and Surrounding Land Use" (Joint Powers Agreement).

**ARTICLE II. PURPOSE**

The purpose of the Authority is to consider and recommend to the Oxnard City Council (Council) and the Ventura County Board of Supervisors (Board) appropriate standards for operations at the Oxnard Airport and development around the Oxnard Airport, so that operations and development are compatible with each other.

**ARTICLE III. DUTIES AND RESPONSIBILITIES**

The Authority shall consider and recommend to the Council and Board standards for airport operations (Operational Standards) and standards relating to development of areas adjacent to the Oxnard Airport (Development Standards). Except as allowed by the Joint Powers Agreement, before any matter related to those standards is submitted to the Council or Board, the Authority shall review and make recommendations to the Council and Board as to the application of the adopted standards to the matter.

Operational Standards shall relate to the level of general aviation and limited commercial flights, runway length for takeoffs and landings, aircraft weight limits, VFR traffic patterns, and any other reasonable standards that will promote safe and compatible airport operations with the surrounding land areas.

Development Standards shall relate to building heights, noise attenuation requirements, and any other reasonable standards to promote safe and compatible air operations at the Oxnard Airport, including maps identifying the compatible area surrounding the Oxnard Airport in which the Development Standards shall apply.

The Authority shall not take any action unless that action is expressly authorized by the Joint Powers Agreement.

The Authority shall act expeditiously and avoid unreasonable delays in formulating recommendations for the Board and the Council. Any recommendation submitted to the Authority shall be deemed to have been approved by the Authority following the expiration of sixty (60) days following submission unless a majority of the members of the Authority shall have disapproved or modified the recommendation.

The Authority shall, at all of its meetings, set aside time for public comment. It shall allow public comment on all matters within the Authority's subject-matter jurisdiction. The Authority shall give fair, open-minded consideration to public comment and make its dispositions public in all matters on the agenda. The Authority's meetings shall be open to the public. Correspondence containing

representations and/or recommendations of the Authority being sent to the Board or Council shall first be approved by a majority vote of the Authority, and such materials shall be transmitted under the signature of the chairperson or the Authority or his/her designee.

County shall, without cost to City, provide staff and secretarial support to the Authority, consisting of 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.

#### **ARTICLE IV. MEMBERSHIP**

The Authority shall be composed of two members of the Board, which members shall be selected by the Board; two members of the Council, which members shall be selected by the Council; and a fifth member to be selected by a majority of the other four members (Public Member).

Members of the Board may be selected by the Board as alternates, and members of the Council may be selected by the Council as alternates. An alternate to the 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.

Members of the Authority are subject to the Political Reform Act (Gov. Code, § 81000, et seq.) and to Government Code section 1090, et seq.

#### **ARTICLE V. TERMS OF OFFICE**

Members from the Board and the Council shall serve at the pleasure of their respective bodies. The term of office of the Public Member shall be two (2) years unless replaced during his/her term of office by majority vote of the other four members.

Prospective Public Member candidates shall complete and return an approved application form to the Authority in compliance with the instructions provided, when so ordered by the Authority. Final selection will be by majority vote of the other four Authority members.

The term of office of the Alternate Public Member shall be the same as that of the Public Member. Prospective candidates shall complete and return an approved application form to the Authority in compliance with the instructions provided.

#### **ARTICLE VI. COMPENSATION**

Members of the Authority may be compensated in an amount of not more than \$50.00 per meeting for a maximum of two meetings any given month. Such compensation shall be provided by the respective entities with the compensation for the Public Member being shared equally by both the City and the County.

#### **ARTICLE VII. OFFICERS**

The Authority shall select from its membership a chairman and a vice-chairman. Both shall serve for one calendar year beginning on the first meeting in January. The chairman shall be responsible for conducting the meetings and shall be guided by Robert's Rules of Order, Revised. The Director of Airports shall act as the Authority's Administrative Secretary. The Administrative Secretary shall be directly responsible to the chairman and the Authority for the administrative and secretarial needs of the Authority, as described above. From time to time the Chairman will assign members of the Authority, on a voluntary basis, to committees for purposes of special studies and pursuits. Each

7a15

committee will be headed by a committee chairman appointed by the Chair of the Authority. The committee chairman shall be responsible to the Authority for carrying out the committee's assigned task.

#### **ARTICLE VIII. MEETINGS**

The Authority shall hold meetings once each month at a time and place selected by the Authority. Meetings shall be open to the public. The Administrative Secretary shall prepare and publish the agenda for each meeting and have it distributed to Authority members and all interested parties after it has been approved by the chairman or his designee. Meetings may be cancelled only on the approval of the chairman. Special meetings may be called by the chairman, vice-chairman or any three members.

In the absence or unavailability of the chairman, the vice-chairman shall assume all duties and responsibilities of the chairman. In the absence of both officers, the next most senior member shall assume the duties and responsibilities of the chairman. No action shall be taken except by a majority of the quorum of the Authority. A quorum shall exist when at least three (3) Authority members are present, which must be made up of at least one member from the City and one member from the County. Voting shall normally take place by voice vote unless ballot vote is requested by any one member. The secretary shall poll each member and record his/her vote on all motions acted upon by voice vote, and record the results of all ballot votes. An accurate record of each regular and special meeting shall be kept and published for all interested parties.

#### **ARTICLE IX. AMENDMENTS**

Amendments to these Bylaws may be made by the Authority at any time by a majority vote of the Authority, as long as such amendments are consistent with the Joint Powers Agreement.

#### **ARTICLE X. EFFECTIVE DATE**

These Bylaws shall take effect upon adoption by the Authority.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and duly carried, the foregoing amended Bylaws were approved by the Oxnard Airport Authority on \_\_\_\_\_.

7a1b

## AMENDED BYLAWS

### ~~Oxnard Airport Authority~~ **OXNARD AIRPORT AUTHORITY**

Commented [RJ1]: Centered and capitalized all letters

The following provisions shall constitute the Bylaws of the Oxnard Airport Authority:

#### ARTICLE I. CONSTITUTION

The Oxnard Airport Authority, ~~herein after referred to as "Authority,"~~ was formed by joint powers agreement on December 16, 1980, between the City of Oxnard and County of Ventura, entitled "Agreement Between County of Ventura and City of Oxnard Pertaining to Oxnard Airport Development and Surrounding Land Use." (~~Joint Powers Authority Agreement~~).

Commented [RJ2]: Changed to Agreement per Special Meeting.

#### ARTICLE II. PURPOSE

The purpose of the Authority is to ~~review and consider and recommend to the Oxnard City Council (Council) and the Ventura County Board of Supervisors (Board) act upon policy matters relating to Airport Operations and development and policy matters regarding changes in land use as the change relates to land use standards as defined in the joint powers agreement, appropriate standards for operations at the Oxnard Airport and development around the Oxnard Airport, so that operations and development are compatible with each other.~~

Commented [RJ3]: This is not consistent with the JPA.

~~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 Oxnard Airport until the matter shall have first been submitted to the Authority and a recommendation received therefrom.~~

~~The Oxnard 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 Oxnard Airport Zone until the matter shall have first been submitted to the Authority and a recommendation received therefrom. Any land use that may be affected by the operation of the Airport shall mean actions relating to zoning, master or general planning, use permits and all other exercises of the police power which relate to the development of the Airport.~~

Commented [RJ4]: This document cannot bind the Board or Council, so these paragraphs are unnecessary and potentially confusing. In addition, the second paragraph is not consistent with the JPA.

#### ARTICLE III. DUTIES AND RESPONSIBILITIES

The Authority shall consider and recommend to the Council and Board standards for airport operations (Operational Standards) and standards relating to development of areas adjacent to the Oxnard Airport (Development Standards). Except as allowed by the Joint Powers Agreement, before any matter related to those standards is submitted to the Council or Board, the Authority shall review and make recommendations to the Council and Board as to the application of the adopted standards to the matter.

Operational Standards shall relate to the level of general aviation and limited commercial flights, runway length for takeoffs and landings, aircraft weight limits, VFR traffic patterns, and any other reasonable standards that will promote safe and compatible airport operations with the surrounding land areas.

Development Standards shall relate to building heights, noise attenuation requirements, and any other reasonable standards to promote safe and compatible air operations at the Oxnard Airport, including

7a17



maps identifying the compatible area surrounding the Oxnard Airport in which the Development Standards shall apply.

The Authority shall not take any action not unless that action is expressly authorized by the Joint Powers Agreement. The Authority shall not make any recommendation that to the City or the County unless that recommendation is a recommendation to exercise any power not held in common by both the City and the County.

All matters concerning the Oxnard Airport and land use around the Airport, or the air transportation system within the Ventura County ? requiring Board or Council action shall first be referred to the Authority for its action prior to submission to the Board or Council for action.

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

Department of Airports staff shall provide assistance, including obtaining legal and other technical assistance necessary in the development of information required by the Authority in formulating its recommendations. The Department of Airports may request the Authority to review and make recommendations on matters under its jurisdiction, which would normally not require Board or Council action or approval. The Authority shall, at all of its meetings, set aside time for public comment and input on the matters at hand on that meeting's agenda. It shall hear allow public comment on all complaints, suggestions and viewpoints from airport users, lessees, and parties of interest other interested parties on matters on which within the Authority's subject-matter jurisdiction authorized to make recommendations to the Council or Board. The Authority shall give fair, open-minded consideration to public comment and make its dispositions public in all matters brought before it on the agenda. The Authority's meetings shall be open to may hold public hearings when necessary to serve the public interest. Correspondence containing representations and/or recommendations of the Authority being sent to the Board or Council, individuals of the public, or other agencies of the County shall first be approved by a majority vote of the Authority, and such materials shall be transmitted under the signature of the chairperson or the Authority or his/her designee. Correspondence containing County/City policy or representations being sent to federal, state or other non-County/City agencies shall be sent to the Board/Council for approval and signature.

County shall, without cost to City, provide staff and secretarial support to the Authority, which said support shall include consisting of the taking of mMinutes at all Authority meetings, the preparation and distribution of agendas for Authority meetings, and coordination of Authority business with City staff.

All additional expenditures, which are recommended by Authority shall be paid by County subject to County's prior approval. 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 Council and Board. 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.

**Commented [RJ5]:** Inserted to conform with JPA

**Commented [RJ6]:** Clarification per Special Meeting request: Gov. Code, § 6502: "[T]wo or more public agencies by agreement may jointly exercise any power common to the contracting parties ...."

**Commented [RJ7R6]:** Removed proposed language based on Authority's request from March 14, 2019 meeting.

**Commented [RJ8]:** No authority for this in the JPA.

**Commented [RJ9]:** No authority for this in the JPA.

**Commented [RJ10]:** Explanation per Special Meeting: Brown Act: "Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2." (Gov. Code, § 54954.3.)

**Commented [RJ11]:** Explanation per Special Meeting: Brown Act: "[N]o action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2." (Gov. Code, § 54954.3.)

**Commented [RJ12]:** No authority for this in the JPA.

**Commented [RJ13]:** No authority for this in the JPA.

**Commented [RJ14]:** Removed paragraph per Special Meeting

7a/8

#### ARTICLE IV. MEMBERSHIP

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 ~~Oxnard 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 (Public Member). ~~The term of office of the fifth Public member Member shall be two (2) years unless. The fifth member shall serve at the pleasure of the other four and can be replaced during his/her term of office by majority vote of the other four members.~~

Members of the Board ~~of Supervisors~~ may be selected by the Board of Supervisors as alteranates, and members of the ~~City Council~~ may be selected by the City Council as alternates. An alternate to the ~~fifth Public member 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.

~~Members of the Authority are subject to the Political Reform Act (Gov. Code, § 81000, et seq.) and to Government Code section 1090, et seq.~~

Commented [RJ15]: Subject to Political Reform Act

#### ARTICLE V. TERMS OF OFFICE

~~Members from the Board and the Council shall serve at the pleasure of their respective bodies. The term of office of the Public Member shall be two (2) years unless replaced during his/her term of office by majority vote of the other four members.~~

~~Prospective Public Member candidates shall complete and return an approved application form to the Authority in compliance with the instructions provided, when so ordered by the Authority. Final selection will be by majority vote of the other four Authority members.~~

~~The term of office of the Alternate Public Member shall be the same as that of the Public Member. Prospective candidates shall complete and return an approved application form to the Authority in compliance with the instructions provided.~~

Commented [RJ16]: There is a 2 year term for Public Members with no term limits. This is consistent with the JPA. If term limits are to be set, the JPA would need to be amended. Should the Authority require term limits then, it is recommended that they would be similar to Camarillo's

#### ARTICLE VI. COMPENSATION

Members of the Authority may be compensated in an amount of not more than \$50.00 per meeting for a maximum of two meetings any given month. Such compensation shall be provided by the respective entities with the compensation for the ~~public Public member Member~~ being shared equally by both ~~entitiesthe City and the County.~~

Commented [RJ17]: There is compensation per JPA

#### ARTICLE VII. OFFICERS

The Authority shall select from its membership a chairman and a vice-chairman. Both shall serve for one calendar year beginning on the first meeting in January. The chairman shall be responsible for conducting the meetings and shall be guided by Robert's' Rules of Order, Revised. The Director of Airports shall act as the Authority's Administrative Secretary. The Administrative Secretary shall be directly responsible to the chairman and the Authority for the administrative and secretarial needs of the Authority, as described above. From time to time the Chairman will assign members of the Authority, on a voluntary basis, to committees for purposes of special studies and pursuits. Each committee will be headed by a committee chairman appointed by the chairman of the Authority. The committee chairman shall be responsible to the Authority for carrying out ~~its the committee's~~ assigned task.

Commented [RJ18]: Added proposed language based on Authority's request from March 14, 2019 meeting.

Commented [RJ19]: Added proposed language based on Authority's request from March 14, 2019 meeting.

7a19

**ARTICLE VIII. MEETINGS**

The Authority shall hold meetings once each month at a time and place selected by the Authority. Meetings shall be open to the public. The Administrative Secretary shall prepare and publish the agenda for each meeting and have it distributed to Authority members and all interested parties after it has been approved by the chairman or his designee. Meetings may be cancelled only on the approval of the chairman. Special meetings may be called by the chairman, vice-chairman or any three members.

In the absence or unavailability of the chairman, the vice-chairman shall assume all duties and responsibilities of the chairman. In the absence of both officers, the next most senior member shall assume the duties and responsibilities of the chairman. No action shall be taken except by a majority of the quorum of the Authority. A quorum shall exist when at least three (3) Authority members are present, which must be made up of at least one member from the City and one member from the County. Voting shall normally take place by voice vote unless ballot vote is requested by any one member. The secretary shall poll each member and record his/her vote on all motions acted upon by voice vote, and record the results of all ballot votes. An accurate record of each regular and special meeting shall be kept and published for all interested parties.

**ARTICLE ~~VIII~~IX. AMENDMENTS**

Amendments to these Bylaws may be made by the Authority at any time by a majority vote of the Authority, as long as such amendments are consistent with the ~~joint~~ Joint powers Powers agreement Agreement ("Agreement Between County of Ventura and City of Oxnard Pertaining to Oxnard Airport Development and Surrounding Land Use").

**ARTICLE IX. EFFECTIVE DATE**

These Bylaws shall take effect upon adoption by the Authority.

Upon motion of Supervisor John Flynn, seconded by Supervisor Kathy Long, and duly carried, the foregoing amended Bylaws were approved by the Oxnard Airport Authority on February 15, 2001.

7a20

## MONTHLY ACTIVITY REPORT

Month ending March 31, 2019

### Hangars and Tie-downs:

	CAMARILLO			OXNARD		
	Inventory	Occupied	Available	Inventory	Occupied	Available
Private Hangars	170	170	0	55	55	0
County Hangars	125	124	1	69	68	1
<b>Total</b>	<b>295</b>	<b>294</b>	<b>1</b>	<b>124</b>	<b>123</b>	<b>1</b>
Permanent tie-downs	96	55	41	7	1	6
FBO assigned tie-downs	67	Managed by FBO		25	Managed by FBO	
Visitor tie-down	35	N/A		7	N/A	
<b>Total</b>	<b>198</b>	N/A		<b>39</b>	N/A	

### Other:

	CAMARILLO	OXNARD
Citations Issued	0	1
Current year number of aircraft operations – for month	12,220	6,460
Last year number of aircraft operations – for month	10,765	5,927
Cards issued to transient overnight aircraft	16	3
Noise/nuisance complaints	4	6
Other aircraft ** (est.)	120	15
Hangar waiting list	144	19

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

9a1



## MONTHLY ACTIVITY REPORT

Month ending April 30, 2019

### Hangars and Tie-downs:

	CAMARILLO			OXNARD		
	Inventory	Occupied	Available	Inventory	Occupied	Available
Private Hangars	170	170	0	55	55	0
County Hangars	125	124	1	69	68	1
<b>Total</b>	<b>295</b>	<b>294</b>	<b>1</b>	<b>124</b>	<b>123</b>	<b>1</b>
Permanent tie-downs	96	55	41	7	1	6
FBO assigned tie-downs	67	Managed by FBO		25	Managed by FBO	
Visitor tie-down	35	N/A		7	N/A	
<b>Total</b>	<b>198</b>	N/A		<b>39</b>	N/A	

### Other:

	CAMARILLO	OXNARD
Citations Issued	0	2
Current year number of aircraft operations – for month	13,365	6,046
Last year number of aircraft operations – for month	11,613	6,184
Cards issued to transient overnight aircraft	16	3
Noise/nuisance complaints	0	4
Other aircraft ** (est.)	120	15
Hangar waiting list	142	20

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

9a2

# 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
3/4 6:04pm Scattered, Light Wind	Noise	O	UKN	2100 Block Almanor Street, Oxnard, CA	1	3	*	N/R
3/17 11:23am Clear, Calm	Noise	O	UKN	2100 Block Almanor Street, Oxnard, CA	1	3	*	N/R
3/19 2:40pm Broken, Calm	Noise/ Low Flying	O	Multiple Aircraft	11000 Block Santa Rosa Road, Camarillo, CA	1	1	*	N/R
3/20 12:00pm Partly Cloudy, Light Wind	Noise/ Low Flying	O	Cessna 172	2100 Block Almanor Street, Oxnard, CA	1	3	***	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

961

March, 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
3/7 8:45am Cloudy, Calm	Noise/ Low Flying	T	Beech Baron	3500 Block Leeward Way, Oxnard, CA	1	2	***	N/R
3/9 11:00am Scattered, Calm	Noise	T&G	Extra 300	5100 Block Sealane Way, Oxnard, CA	1	1		N/R
3/9 11:00am Scattered, Calm	Noise/ Low Flying	T&G	Extra 300	3500 Block Leeward Way, Oxnard, CA	1	2		N/R
3/12 8:30am Clear, Calm	Noise/ Low Flying	T&G	Cessna 172	5500 Block West 5 <sup>th</sup> Street, Oxnard, CA	1	1	***	N/R
3/12 9:15am Clear, Calm	Noise/ Low Flying	T&G	UKN	900 Block Mandalay Beach Road, Oxnard, CA	1	1	*	N/R
3/21 2:00pm Cloudy, Calm	Noise/ Low Flying	O	UKN	2000 Block Palancia 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

962 March, 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 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

963 April, 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
4/3 2:30pm Partly Cloudy, Calm	Noise/ Low Flying	T&G	UKN	900 Block Mandalay Beach Road, Oxnard CA	1	1	*	N/R
4/10 11:45am Clear, Calm	Noise/ Low Flying	T&G	Pitts	600 Block Daffodil Way, Oxnard, CA	1	1	***	N/R
4/15 12:15pm Clear, Calm	Noise/ Low Flying	L	Bell	3500 Block Leeward Way, Oxnard, CA	1	2	***	N/R
4/17 2:49pm Clear, Calm	Noise/ Low Flying	T&G	UKN	3500 Block Leeward Way, Oxnard, CA	1	2	*	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

**AIRPORT TENANT  
PROJECT STATUS  
May 24, 2019**

**CAMARILLO**

- Airport Properties Limited (APL) Hangar Development. Hangar Row H building permit issued, construction underway. Completion expected mid-2019.

**OXNARD**

- Goldenwest landside parking lot and airside ramp seal project due to begin shortly (pending weather).

**OTHER**

- None

9C

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

**May 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 Storage Yard Improvements	<u>\$210,000</u> \$140,393		<u>DOA</u> Various	Various	Various	1/13/17	3/20/19	<u>100</u> 98	Landscaping work complete. Project closeout paperwork remains.
5	CMA West Area Hangar Electrical Improvements	<u>\$175,001</u> \$198,861		<u>Lucci &amp; Assoc.</u> Oilfield Electric	5/8/18	6/19/18	9/25/18	1/31/19	<u>100</u> 98	Work complete. Final hangar work done. Project closeout remains.
5	CMA Hangar 1 Roof Replacement	<u>\$800,000</u>		<u>County GSA</u>	N/A	N/A	TBD	TBD	<u>100</u>	GSA contractor is working on draft schedule. Tenant schedule coordination and pre-construction meetings next.
5	CMA 295 Willis HVAC Replacement	<u>\$453,886.46</u>		<u>County GSA</u>	N/A	N/A	TBD	TBD	<u>100</u>	GSA contractor bid received. Reviewing bid with GSA to determine path forward.
5	CMA RWY Preliminary Design Concept Report	<u>\$91,000</u>		<u>Mead &amp; Hunt</u>	N/A	<u>3/28/17</u>	<u>N/A</u>	<u>N/A</u>	<u>95</u>	Report to be finalized soon. Results confirm reconstruction. Next steps: Finalize report and initiate pavement remaining life evaluation.
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	<u>95</u>	Pavement markings due for restriping to refresh faded markings and to meet FAA compliance requirements. Construction estimated at \$68,435.
3 & 5	OXR & CMA Disadvantaged Business Enterprise	<u>\$17,985</u>		<u>Mead &amp; Hunt</u>	N/A	8/14/18	N/A	N/A	<u>85</u>	CMA plan submitted and approved. OXR program submitted; awaiting approval. Next annual

	Program Goal Updates and Annual Reports											accomplishment reports due 12/19.
3	OXR Fence Stabilization	\$100,000		County PWA	TBD	TBD	TBD	TBD	95			Alternatives study report finalized. Intermediate project identified and draft plans received by PWA. Under review by airport staff.

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

9d 2



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

**May 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	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236		<u>Mead &amp; Hunt</u> Toro Enterprises	<u>8/15/17</u>	<u>10/17/17</u>	<u>TBD</u>	<u>TBD</u>	<u>100</u>	Building and Safety plans ready, pending receipt of grading and water/sewer permits. Grading plans resubmitted to address remaining plan check comments. City permits waiting for Council approval. Construction start dependent upon permit issuance.
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	<u>\$147,300</u>		<u>Coffman</u> <u>Assoc.</u>	<u>N/A</u>	<u>1/24/19</u>	<u>N/A</u>	<u>TBD</u>	<u>20</u>	Work underway. Estimated to be about a 12 month process. Consultant currently developing aviation demand forecasts and evaluating possible airfield geometry changes. Drainage survey currently being coordinated with staff for access.
5	TWY H Pavement Rehabilitation (Seal Coat)	<u>\$47,640</u>		<u>Mead &amp; Hunt</u>	<u>6/25/19</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>99</u>	Plan and specifications at 100%. FAA approved project for advertisement for bids starting 5/23/19. Construction estimated at \$273,576.
3	OXR Airport Layout Plan Update	<u>\$246,176</u>		<u>Coffman</u> <u>Assoc.</u>	<u>N/A</u>	<u>10/17/17</u>	<u>N/A</u>	<u>12/30/19</u>	<u>65</u>	Work underway. Estimated to be about a 15-18 month process. FAA approved the aviation



**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.

March 29, 2019

*Via E-mail*

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

**Subject: Conceptual Approval for Proposed RKR, Incorporated Hangar  
Development for Early Coordination with Planning Agencies,  
DR 19-04**

Dear Mr. Rasak,

Please accept this letter as conceptual approval for the proposed RKR, Incorporated (Cloud 9) hangar development located at Camarillo Airport and submitted to the Department of Airports (DOA) on January 9, 2019 by Mr. Dan Bianco. **This letter provides approval in concept only** and does not guarantee that the improvement may be built as proposed.

This letter will allow RKR, Incorporated to coordinate early consultation of the project with the County of Ventura Building and Safety Office and other approving agencies. However, please note, environmental review and project approval by the Ventura County Board of Supervisors, as well as further plan reviews by the Department of Airports and other permitting agencies, as detailed in the Development Review Process checklist (see attached), will be necessary before the DOA provides final project approval. A separate final project review and approval letter from the DOA will be required prior to the issuance of any permits.

If you have any questions or wish to discuss this matter, I can be contacted at (805) 388-4205.

Sincerely,



Erin Powers  
Projects Administrator

c: Jorge Rubio, Acting Director of Airports  
File

10a



March 29, 2019

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

RE: Public Records Request ("request #8")  
Communication between County and Ron Rasak/ RKR Development, etc.

Dear Mr. Alves:

Enclosed are copies of the materials we have which address your request for "all written and electronic correspondence between the airport and Ron Rasak, RKR, Cloud Nine for the last two years". We copied 854 pages and the estimate was for 500 pages, so please provide reimbursement for the additional 354 pages in the amount of \$10.62.

Sincerely,



Jorge Rubio, AAE  
Acting Director of Airports

Enclosures

10b

April 8, 2019

Mr. Gregory Peacock  
Tactical Communications  
473 Post St.  
Camarillo, CA 93010

RE: Exterior building painting coming up  
HVAC repairs

Dear Greg:

The Department of Airports will be starting to repaint the exterior of your building at 473 Post in the next month or so (the exact schedule will be shared once we have confirmation from GSA). One of the things which has caused excessive wear and damage to the exterior finish of the building is mis-aimed irrigation/sprinkler heads exposing the building to repeated water spray.

Would it be possible to coordinate the repair of those with your landscaping vendor? Please let me know how to contact them to set up a discussion with them to make sure this is addressed.

Additionally, our HVAC vendor mistakenly serviced one of your units which I believe you have under contract with another vendor (West Coast perhaps?) In any event, he noted that a compressor was out for unit #3 and provided us the attached price; you may wish to have your own vendor make this repair, but I include it for your use and reference.

Thank you, and please let me know if you have any questions.

Sincerely,



Madeline Herrle, CSM, RPA®

Lease Manager

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

805.388.4243

Enclosure

10c

April 12, 2019

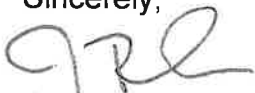
Mr. Gerald Alves  
Airport Properties Limited, LLC  
PO Box 239  
Alamo, CA 94507

RE: Request of records request #1

Dear Mr. Alves:

Enclosed are additional materials for your public records request # 1 ( "All written and Electronic Correspondence between the Camarillo Airport and its employees with all consultants, the airport engineer, the state of California and the general contractor from 2011 to March 3, 2019."). It took additional time to access eight years of reports and correspondence.

Sincerely,



Jorge E. Rubio, A.A.E  
Deputy Director of Airports

Enclosures

10d

April 12, 2019

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

RE: Request of records request #9

Dear Mr. Alves:

Pursuant to your email dated March 18, 2019 requesting "copies of all invoices from 2011 to March 21, 2019 for this new hangar project", enclosed are materials corresponding to the time period requested which County has of record.

Sincerely,



Jorge E. Rubio, A.A.E.,  
Deputy Director of Airports

Enclosures

10e



April 12, 2019

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

RE: Request of records request #10

Dear Mr. Alves:

Pursuant to your email dated March 18, 2019 requesting "all EIR invoices and EIR reports for the airport from 2010 to March 21, 2019", enclosed are materials corresponding to the time period requested which County has of record.

Sincerely,



Jorge E. Rubio, A.A.E.  
Deputy Director of Airports

Enclosures

10f

April 17, 2019

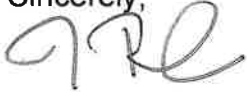
Mr. Jerry Alves  
Airport Properties Limited, LLC  
PO Box 239  
Alamo, CA 94507

RE: Request of records request #12

Dear Mr. Alves:

Enclosed are materials corresponding to the time period requested which County has of record for your public records request #12, as amended, for "1) All invoices or other documents reflecting billings during the period from 2011 to the present by or on behalf of the Department of Airports or County of Ventura or any department thereof for the right to park and store vehicles upon the premises of the Camarillo Airport. (This request extends to and includes all invoices for the storage of new imported Kia and Hyundai automobiles on the premises) and 2) all journal entries or deposit slips during the period from 2011 to the present reflecting receipt by the Department of Airports or County of Ventura or any department thereof of payments for the right to park and store vehicles upon the premises of the Camarillo airport."

Sincerely,



Jorge E. Rubio, A.A.E  
Deputy Director of Airports

Enclosures

109

May 2, 2019

*Certified Mail*

Superior Fire, Inc.  
Attn: Art Galindo  
2945 Los Olivos, Ste. 108  
Oxnard, CA 93036

**Ref:** Notification 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

Dear Art,

In a letter dated April 17, 2019, Toro Enterprises, Inc. (Toro) requested a substitution of the listed subcontractor, Superior Fire, Inc., for the overhead fire sprinkler systems portion of the project identified above (see attached). Public Contract Code Section 4107, allows for substitution of a subcontractor in limited situations. Toro has provided the following reasons for the subcontractor substitution request:

1. Subcontractor was non-responsive to multiple requests to execute a subcontract with Toro. Requests were made by phone, mail and in-person visits to subcontractor's place of business.
2. Subcontractor failed to respond to Toro's letter dated 8/3/2018, notifying Superior Fire of Toro's intent to replace them as subcontractor due to non-responsiveness.
3. Listed subcontractor, Superior Fire is no longer properly licensed. The California State License Board lists Superior Fire License #911525 as suspended.

Therefore, the County of Ventura Department of Airports (DOA), is providing this certified letter notifying you of the prime contractor's subcontractor substitution request. Superior Fire, Inc. has until May 15, 2019 to provide an objection to the substitution request. If no objection is received by the date identified, Toro's request will immediately be granted.

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

Sincerely,



Erin Powers  
Projects & Programs Administrator

Enclosures:  
Subcontractor Substitution Request Letter

10h

May 15, 2019

Daniel R. Gargas  
Aviation Safety Officer  
1120 North Street  
P.O. Box 942874  
Sacramento, CA 94274-0001

**RE: California Department of Transportation Inspection of Camarillo Airport**

Dear Mr. Gargas,

The County of Ventura Department of Airports (DOA) is in receipt of your letter dated May 8, 2019 which states that the California Department of Transportation (Caltrans) conducted a State permit compliance inspection of the Camarillo Airport on April 29, 2019. During the inspection it was noted that the surface painted Holding Position signs on all stub taxiways adjoining the runway have a red background that has faded.

The DOA strives to keep the airport safe and efficient for all the airport users. The DOA plans to repaint the markings by June 30, 2019.

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

Sincerely,



Kip Turner, C.M.  
Director of Airports





---

← For the record: Ground control

# FOR THE RECORD: GROUND CONTROL UNDERSTAND YOUR GROUND LEASE

March 1, 2019

By Jared Allen

---

**If you're thinking of building or buying a hangar at a public airport, carefully consider the terms of your ground lease for the land beneath it. Aircraft owners have spent tens, or even hundreds, of thousands of dollars for a hangar—only to later learn that their ground lease was expiring and would not be renewed, and the airport would assume ownership of the hangar at the end of the lease. Reckoning with the legal and financial implications of these clauses early on in your hangar planning can help avoid a costly oversight.**

Jared Allen is AOPA's Legal Services Plan senior staff attorney and is an instrument-rated private pilot.

Ground leases at public airports are subject to FAA requirements, otherwise known as grant assurances. Among other things, these prohibit an airport from taking any action that may

11a1

deprive it of its rights and powers to direct and control airport development.

Grant Assurance 38, Hangar Construction, lays out the FAA's expectation on the matter: "If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long-term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose."

One such term routinely imposed is a reversion clause. Typically, it provides that at the end of the lease, the ownership of any "improvement" (e.g., a hangar) on the land is automatically transferred to the landlord.

By assuming ownership through reversion, an airport can charge higher rent to future tenants, since those leases will be for use of the hangar, not just the land. From an airport's perspective, this approach helps meet FAA grant assurances that require the airport to "maintain a fee and rental structure for the facilities and services at the airport, which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport."

Are reversion clauses enforceable? In the vast majority of the ground leases reviewed by the AOPA Legal Services Plan, yes. Ground leases are contracts, with the airport and hangar owner each a party to the agreement. Assuming the ground lease is a valid contract according to applicable state laws, it's likely that the reversion clause will be enforceable.

With this in mind, a pivotal issue for any aircraft owner considering a new ground lease or the purchase of hangar on an existing ground lease is whether the lease term is adequate to provide an acceptable return of capital investment in the hangar by the end of the lease. In its Airport Compliance Manual, Order 5190.6B, the FAA states that "most tenant ground leases of 30 to 35 years are sufficient to retire a tenant's initial financing and provide a reasonable return for the tenant's development of major facilities." Ground leases reviewed by the AOPA Legal Services Plan typically have a 20-year initial term, with at least one 5-year renewal option.

While negotiating an increase in years is particularly important if you'll be making a large capital investment in the hangar, leases of more than 50 years raise issues with grant assurances. The FAA states that in these cases, "the term of the lease will likely exceed the useful life of the structures erected on the property." The number and length of renewal options can help meet the minimum number of years required for financing the hangar. However, be aware of any conditions or notice requirements that must be met to exercise these renewal options. And

11a2

above all, remember that if the lease does not expressly provide a renewal option, then there isn't one—and any renewal will be purely at the landlord's discretion.

Future expenses must also be estimated when calculating your total investment, as ground leases typically make the tenant responsible for property taxes, building and liability insurance, and maintenance, in addition to paying ground rent and utilities. Additionally, many leases allow the airport to periodically "adjust" the ground rent, based upon appraisals or an annual percentage set in the lease.

It's worth noting that in some cases, the reversion clause may provide an option (or requirement) for removal of the hangar at the end of the lease and returning the land to its original condition—right down to seeding new grass—all at the hangar owner's expense.

Ground leases can be a sound approach to securing stable, long-term storage for your aircraft. However, a tenant's interest in a ground lease and related improvements is essentially a diminishing asset that decreases in value as the end of a lease term nears. The inherent complexity of ground leases requires legal counsel. For Legal Services Plan participants, review of a hangar ground lease agreement is included in your benefits.

Email [jared.allen@aopa.org](mailto:jared.allen@aopa.org)

*The AOPA Legal Services Plan is offered as part of AOPA's Pilot Protection Services ([www.aopa.org/pps](http://www.aopa.org/pps)).*



**Jared Allen**

Mr. Allen is AOPA's Legal Services Plan (LSP) senior staff attorney and is an instrument-rated private pilot. He provides initial consultations to pilots through the LSP when the FAA has contacted them about potential FAR violations. Jared has helped numerous pilots successfully navigate through compliance actions.

11a3

# Future aviators, public invited to visit Civil Air Patrol's open house on May 4

Staff reports Published 10:24 a.m. PT April 16, 2019 | Updated 12:24 p.m. PT April 16, 2019



The Civil Air Patrol is hosting an open house May 4 at the Camarillo Airport for young people interested in aviation. (Photo: CONTRIBUTED PHOTO/CIVIL AIR PATROL)

A Civil Air Patrol open house at the Camarillo Airport on May 4 is aimed at attracting young people interested in aviation.

The event, open to all residents, will run from 10 a.m. to noon. The focus is on youths ages 12 to 16 who can learn about taking part in the cadet program of the Civil Air Patrol. Cadets learn about aviation, leadership, military and emergency services and STEM topics. Parents are encouraged to participate.

The Civil Air Patrol was founded in 1941 as an all-volunteer auxiliary of the U.S. Air Force, according to the group's materials. The patrol operates a fleet of 560 aircraft around the country that perform many inland search-and-rescue operations. The patrol's 61,000 members also perform disaster relief, homeland security and other missions at the request of federal, state and local agencies.

The [Camarillo Composite Squadron](#), under the command of Maj. Julius Gonzales, has both senior and cadet members. Cadets meet regularly on Thursday nights, while senior members meet on alternate Tuesday nights.

The May 4 Civil Air Patrol open house will be at held at the squadron's 55 Durley Ave. location at the airport.



# Rare World War II planes rumble into Camarillo, to remain on display through Thursday

Staff reports Published 7:10 p.m. PT April 22, 2019 | Updated 4:49 p.m. PT April 23, 2019

Planes that helped the United States and its Allies win World War II rumbled into the Camarillo Airport Monday.

The Consolidated B-24 Liberator nicknamed "Witchcraft," the P-40 Warhawk "Jaws," the B-17 Flying Fortress "Nine O Nine," the B-25 Mitchell "Tondelayo" bomber and P-51 Mustang "Toulouse Nuts" arrived as part of the Wings of Freedom Tour. The planes will be on display at the airport through April 25.

Many aircraft from the war were scrapped for their metal and few remain as a result, according to the Stow, Massachusetts-based Collings Foundation, which organized the tour.



Guests look at the Curtiss P-40 that is on display during the Wings of Freedom Tour at the Camarillo Airport on Monday. The P-40 is one of five WWII planes that will be on display until Thursday. (Photo: JOE LUMAYA/SPECIAL TO THE STAR)

The B-17 is one of only nine still in flying condition in the United States, and the B-24J is the sole remaining example of its type flying in the world, according to the foundation.

The planes will be on display for tours and viewing through Thursday. Hours of ground tours and display are 9:30 a.m. to 5 p.m. Tuesday and Wednesday and 9:30 a.m. to noon Thursday.

The cost is \$15 for adults and \$5 for children younger than age 12.

Flights and flight trainings are available in certain aircraft. For more information and reservations, call 800-568-8924.

11c1







The Wings of Freedom Tour's B-24 Liberator makes a landing at Camarillo Airport on Monday. The B-24 Liberator and four other WWII airplanes will be on display until Thursday. The other planes are a B-17, B-25, P-40 and a P-51.

JOE LUMAYA/SPECIAL TO THE STAR

11c3







Wings of Freedom Tour volunteer stop coordinator Michelle Leiphardt and co-pilot Frank Hale do a little maintenance on the B-17 Flying Fortress on Monday before she is opened to view by the public. The B-17 and four other WWII planes will be on display at the Camarillo Airport until Thursday.

JOE LUMAYA/SPECIAL TO THE STAR

11c5





Erick Navarro, of Oxnard, looks to the sky as he and his two kids Joseph, 6, and Lilianah, 7, look at the planes on display as part of the Wings of Freedom Tour at the Camarillo Airport on Monday. Guests can go aboard the five WWII planes on display until Thursday.

JOE LUMAYA/SPECIAL TO THE STAR

11c6