

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

**Thursday                      July 11, 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 – June 13, 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. NEW BUSINESS**

**CAMARILLO AIRPORT AUTHORITY**

- A. Subject:** Authorize the Director of Airports, or His Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0339-037-2019, When Offered, in an Estimated Amount of \$407,409, Which Will Provide Funds for Camarillo Airport Improvements; Authorize the Director of Airports, or His Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorize County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements.

### **Recommendations:**

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

1. Authorize the Director of Airports, or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0339-037-2019, when offered, in an estimated amount of \$407,409, which will provide funds for Camarillo Airport improvements;
2. Authorize the Director of Airports, or his designee, to apply for, accept, and sign for a matching grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

**B. Subject: Approve the Plans and Specifications for the Camarillo Airport Taxiway H Pavement Rehabilitation; Waive Any Minor Irregularities in the Bid; Award a Contract to Maxwell Asphalt, Inc. in the Amount of \$213,351, on the Basis of the Lowest Responsive Bid, Conditioned Upon Receipt of a Federal Aviation Administration Grant Sufficient to Fund the Project; and Authorize the Director of Airports, or His Designee, to Execute the Subject Contract, if Awarded.**  
***(Attachment 1 on file with the Department of Airports and available upon request)***

### **Recommendations:**

Staff requests your Authority recommend that the Board of Supervisors:

1. Approve the plans and specifications (Attachment 1) for the Camarillo Airport Taxiway H Pavement Rehabilitation;
2. Waive any minor irregularities in the bids;
3. Award a contract to Maxwell Asphalt, Inc., in the amount of \$213,351, on the basis of the lowest responsive bid, conditioned upon receipt of a Federal Aviation Administration Grant (FAA) sufficient to fund the project; and
4. Authorize the Director of Airports, or his designee, to execute the subject Contract if awarded (Attachment 2).

### **6. 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.

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

### **8. REPORTS**

Monthly Activity Report – May 2019

Monthly Noise Complaints – May 2019

Consultant Reports – May, 2019

Airport Tenant Project Status – June 2019

Project Status – June 2019

Financial Statements Period Ended – March 31, 2019

Financial Statements Third Quarter – FY 2019/2020

Meeting Calendar

### **9. CORRESPONDENCE**

Letter dated May 29, 2019 from Kip Turner to Rick Fleck, Camarillo Aircraft Service re: Camarillo Aircraft Services Lease Expiration

Letter dated June 11, 2019 from Erin Powers to Ninyo and Moore re: Notice to Proceed, AEA No. 19-09, Consulting Services Contract to Prepare a State Water Board Required PFAS Investigative Work Plan at Oxnard Airport

Letter dated June 13, 2019 from Jorge Rubio to Charles McLaughlin, Carolyn Richardson, Aspen Helicopters, Inc. re: Midfield Hangar Door Replacement

### **10. MISCELLANEOUS – None**

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

### **12. ADJOURNMENT**

The next regular Authority meeting will be on Thursday, August 8, 2019 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.

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

## CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

### MINUTES

June 13, 2019

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

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

#### 2. ROLL CALL

##### CAA PRESENT

Kelly Long  
John Zaragoza  
Shawn Mulchay  
Susan Santangelo  
Bill Thomas

##### CAA ABSENT

##### OAA PRESENT

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

##### OAA ABSENT

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

##### AIRPORT STAFF

Kip Turner  
Jorge Rubio  
Erin Powers  
Madeline Herrle  
John Feldhans  
Ana Castro

##### COUNTY STAFF

Tom Temple

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

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

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***Oxnard Airport Authority: Councilmember Bert Perello moved to approve the April meeting minutes and Public Member Walter Calhoun seconded the motion. Mayor Tim Flynn abstained. All others voted and the motion passed unanimously.***

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

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

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

Mark Sullivan, a renter at Camarillo Airport and Oxnard Airport, shared that he could not find any documents that explain the relationship between the Aviation Advisory Commission and the Airport Authorities.

## **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.

Alex Keller, pilot with the Aviation Unit, presented a PowerPoint reviewing the Blackhawk helicopter operations. He also provided a comparison between the Bell Huey and Firehawk helicopters. Mr. Keller responded to general questions posed by Authority members.

## **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.

Director Kip Turner stated that based on Authority comments made at the April meeting regarding the runway project at Oxnard Airport, he invited the department's engineers

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(Mead & Hunt) to make a presentation about the project and answer any questions that Authority members might have.

Jeff Leonard from Mead & Hunt presented a PowerPoint regarding their runway pavement evaluation and recommended improvement alternatives. Based on geotechnical data obtained in 2018, their recommendation is to do a reconstruction versus a rehabilitation. Mr. Leonard shared that it is less expensive (approximately \$11,880,275) to do a reconstruction and the runway closure time (approximately 12 weeks) is less than if a rehabilitation were to be performed. Additionally, the life expectancy of the pavement is 20 years with a reconstruction versus 10 years with a rehabilitation. Director Turner shared that the department originally budgeted approximately \$8,000,000 for this project so the department is seeking additional funds from the FAA to cover the gap between what was budgeted and the expected cost of a reconstruction. Mr. Turner pointed out that if additional funds cannot be found then the project may get pushed back. Mr. Leonard shared that in addition to the geotechnical data obtained in 2018, they also have geotechnical data from 2015 or 2016. Mr. Leonard went on to state that it is their opinion that the pavement has reached its useful life and the FAA concurs with Mead & Hunt's recommendation for a reconstruction. Councilmember Bert Perello requested that the geotechnical data be sent to the Oxnard Airport Authority. Public Member Walter Calhoun also requested documentation confirming FAA approval of the project however it was clarified that the approval was given during a conference call with the FAA. Mr. Calhoun further requested documentation explaining the recommendation for a reconstruction however it was clarified that Mead & Hunt recommended the reconstruction based on their review of the geotechnical data. Mr. Leonard shared that they are close to finishing their preliminary design report. Mr. Turner stated that department staff could send a draft of the preliminary design report with the understanding that it is only a draft and subject to change. Supervisor Kelly Long stated that she would like department staff to keep the community informed about the project. Director Turner shared that the department will have an intensive communication campaign to keep the community informed about the different phases of the project. Projects Administrator Erin Powers shared that in order to be eligible for grant funding, the department will need to get approval on the final design contract for a runway reconstruction. The department plans to bring the final design contract before the Authority in July so that the Board of Supervisors can review the contract in August.

***Oxnard Airport Authority: Councilmember Bert Perello moved to approve staff's recommendation and Public Member Walter Calhoun seconded the motion. All others voted in favor and the motion passed unanimously.***

#### **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**

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### **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.

Projects Administrator Erin Powers provided staff's report on this item and responded to general questions posed by Authority members.

Bobby Williams, 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 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 Public Member Walter Calhoun seconded the motion. All others voted in favor and the motion passed unanimously.***

## **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.

Director Kip Turner provided staff's report on this item. The Camarillo Airport Authority reviewed staff's recommended changes to the bylaws. The following comments/suggestions to the bylaws were discussed:

**Article 1** None.

**Article 2** None.

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- Article 3** Request clarification on the word "expressly" used in the second paragraph.  
**Article 4** Move the words "Public Member" used in the first paragraph.  
**Article 5** None.  
**Article 6** None.  
**Article 7** None.  
**Article 8** None.  
**Article 9** None.  
**Article 10** None.

It was pointed out that in the bylaws it states that the Authority hears public comment however it does not state that the Authority hears a report from the Commission. It was suggested that language be added to reflect that the Authority receives a report from the Commission.

The Oxnard Airport Authority reviewed staff's recommended changes to the bylaws. The following comments/suggestions to the bylaws were discussed:

- Article 1** None.  
**Article 2** None.  
**Article 3** Request clarification on the word "expressly" used in the fourth paragraph.  
**Article 4** Move the words "Public Member" used in the first paragraph to be consistent with the Camarillo Airport Authority bylaws.  
**Article 5** Add language about the commencement date regarding the Public Member's term of office to be consistent with the Camarillo Airport Authority bylaws.  
**Article 6** Add language to clarify that County Supervisors are not compensated.  
**Article 7** None.  
**Article 8** Add language to clarify the third member needed for a quorum shall be the Public Member to be consistent with the Camarillo Airport Authority bylaws.  
**Article 9** None.  
**Article 10** None.

A discussion took place and it was determined that department staff will make the recommended changes to the bylaws and bring them back to Authority members for review at the next regular meeting.

***Camarillo Airport Authority: Chair Bill Thomas deferred action on this item and requested that this item be agendaized for the Authority's next regular meeting.***

***Oxnard Airport Authority: Chair John Zaragoza deferred action on this item and requested that this item be agendaized for the Authority's next regular meeting.***

## **8. DIRECTOR'S REPORT**

Director Kip Turner shared that he has conducted introductory meetings with staff, tenants, and members of the different groups that provide insight to the Ventura County airport system which include County management, Board of Supervisors, Aviation Advisory Commission, both Airport Authorities, Federal Aviation Administration (FAA), and other community leaders. He is getting up to speed on airport projects including the Northeast

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Hangar Development, Oxnard Airport Layout Plan, both runway projects, and others. He is currently assessing needs for both Camarillo and Oxnard airports, including tenant issues. Mr. Turner also shared that he asked the FAA to partner with the department to update the master plans for both airports. The budget along with the Rent & Fee presentations have been completed. He also shared that he plans to establish office hours at Oxnard Airport and anticipates spending at least two days a week there to conduct business related to that airport. The department is working on website enhancements so the public can view presentation materials and project reports. Additionally, project reports from the department's engineers will now be included in the meeting packets beginning next month. The Oxnard Airport had a Part 139 inspection by the FAA. Airport staff is working to address the items noted in the inspection within the timeframes given by the FAA. The Camarillo Airport was inspected by the Department of Transportation and airport staff is working to address the items noted in the inspection. Additionally, a runway safety action meeting took place and it went well. Mr. Turner provided an update on the new hangars that are being built at Camarillo Airport. Specifically, he shared that the pricing of the new hangars are competitive with the rates that are charged by nearby airports and he also shared that the department is compiling an interest list for the new development. Mr. Turner pointed out that operations are up over 20% for the first quarter. Lastly, Mr. Turner requested that Deputy Director Jorge Rubio review the formula used to calculate the rates for the aviation activity permits referenced in the Rent & Fee Schedule as this was requested at the April meeting of the Airport Authorities. Mr. Rubio presented a slide that showed the formula used to calculate the rates.

## **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

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

## **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

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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

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

## **11. MISCELLANEOUS HANDOUTS**

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

## **12. AUTHORITY COMMENTS**

Public Member Bill Thomas requested an update on the hangar leases. Director Kip Turner shared that he has met with County staff, Authority members, and Scott Barer, the president of the Hangar Owners Association, to discuss this matter. Supervisor Kelly Long requested that Director Turner also reach out to the members of the Association to obtain their input. Mr. Thomas also requested that Mr. Turner meet with the Association's leadership to get the process going again.

Public Member Walter Calhoun believes further clarification is needed regarding the relationship between the Aviation Advisory Commission and the Airport Authorities. He suggested that the department research Ordinance 3480 to ensure consistency with the bylaws.

Alternate Public Member Eugene Fussell concurred with Mr. Calhoun and further suggested that the department examine whether current processes can be streamlined. Mr. Fussell stated that the focus should not be on trying to keep things as they were but rather how they should be.

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Supervisor John Zaragoza echoed Mr. Calhoun's comments and requested that the department research the matter of Ordinance 3480 and consistency with the bylaws. Director Turner stated that he would work with County Counsel and report back.

Mr. Thomas requested an update on the Rick Fleck matter. Director Turner reported that Mr. Fleck's lease expired in the Sheriff's hangar but he found another space at the east end of the airport in one of the alert hangars.

Mr. Calhoun greeted Mr. Turner and stated that he looks forward to working with him. Mr. Fussell echoed Mr. Calhoun's comments.

Supervisor Long requested that the department look into posting videos of the Authority meetings on the department's website so they are available to the public.

Councilmember Bert Perello thanked Mr. Turner for meeting with him. Mr. Perello echoed Supervisor Long's comments about posting videos of the meetings on the department's website. In regards to the matter involving the relationship between the Commission and the Airport Authorities, Mr. Perello pointed out that it is a good idea to look at policies versus practice.

Supervisor Zaragoza also thanked Mr. Turner for meeting with him.

Councilmember Shawn Mulchay also thanked Mr. Turner for meeting with him. Mr. Mulchay welcomed Councilmember Susan Santangelo who took Councilmember Charlotte's Craven's place on the Camarillo Airport Authority. Mr. Mulchay shared that Mayor Kevin Kildee has been selected as the alternate Authority member.

Councilmember Santangelo also thanked Mr. Turner for meeting with her.

Mr. Thomas reminded everyone that the Wings Over Camarillo Air Show will take place on August 17-18, 2019. He shared that one of the big events will be pyrotechnics.

### **13. ADJOURNMENT**

There being no further business, the June 13, 2019 Authority meeting was adjourned at 9:50 p.m.

KIP TURNER, C.M.  
Administrative Secretary

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July 1, 2019

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

**Subject:** Authorize the Director of Airports, or His Designee, to Accept and Sign Federal Aviation Administration Grant No. 3-06-0339-037-2019, When Offered, in an Estimated Amount of \$407,409, Which Will Provide Funds for Camarillo Airport Improvements; Authorize the Director of Airports, or His Designee, to Apply for, Accept, and Sign for a Matching Grant from Caltrans, if Offered; and Authorize County Counsel to Execute the Certificate of Sponsor's Attorney Required by Federal Aviation Administration Grant Agreements.

**Recommendations:**

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

1. Authorize the Director of Airports, or his designee, to accept and sign Federal Aviation Administration (FAA) Grant No. 3-06-0339-037-2019, when offered, in an estimated amount of \$407,409, which will provide funds for Camarillo Airport improvements;
2. Authorize the Director of Airports, or his designee, to apply for, accept, and sign for a matching grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA Grant Agreements.

**Fiscal/Mandates Impact:**

Mandatory: *No*

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

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

Impact on other departments: *None*

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| <b><u>Summary of Revenue and Total Costs</u></b> | <b><u>FY 2018/19</u></b> | <b><u>FY 2019/20</u></b> |
|--|--------------------------|--------------------------|
| Revenue: FAA (90% of eligible items)             | \$ 0                     | \$ 366,668*              |
| Caltrans (4.5% of eligible items)                | 0                        | 18,333*                  |
| Direct Costs                                     | \$ 0                     | \$ 407,409*              |
| Net Costs – Airport Enterprise Fund              | <u>\$ 0</u>              | <u>\$ 22,408</u>         |

*\*Estimated Total Grant Amount*

**Current Fiscal Year Budget Projection:**

| FY 2019-20 Budget Projection for Airports Capital Projects - Unit 5041 |                   |                    |                     |                                |
|--|-------------------|--------------------|---------------------|--------------------------------|
|  | Adopted<br>Budget | Adjusted<br>Budget | Projected<br>Budget | Estimated<br>(Savings/Deficit) |
| Appropriations   | \$ 2,930,000      | \$ 2,930,000       | \$ 2,930,000        | \$0                            |
| Revenue  | 1,816,400         | 1,816,400          | 1,816,400           | 0                              |
| Net Cost   | \$(1,113,700)     | \$(1,113,700)      | \$(1,113,700)       | \$0                            |

*Sufficient revenue and appropriations will be available in the FY 2019-20 capital budget to cover net costs.*

**Discussion:**

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

In anticipation of the FAA's deadline for grant award and the Board's meeting schedule, staff asks that the Department of Airports be authorized to accept FAA and Caltrans grants when offered, in an estimated amount, for the project described below. The grant estimate is based upon the projected total project costs and will be adjusted to reflect "based on bid" construction costs once bids are opened on June 25, 2019.

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

The project is comprised of the following elements:

**Taxiway H Pavement Rehabilitation**

Surface preparation, marking removal and cleaning of the pavement. Crack seal, isolated pavement repair, application of an emulsified asphalt seal coat and re-application of pavement markings (Location Map, Attachment 1).

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

While the grant agreement for Grant No. 3-06-0339-037-2019 is not presently available, it is anticipated that the grant agreement will be similar to prior FAA grant agreements approved by your Board (2017 FAA Grant Agreement, Attachment 2). These grant agreements require an executed Certificate of Sponsor's Attorney. Therefore, the Board is being asked to also authorize County Counsel to execute the Certificate of Sponsor's Attorney, certifying that the County has the authority to enter in to the grant agreement and that the grant agreement constitutes a legal and binding obligation.

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

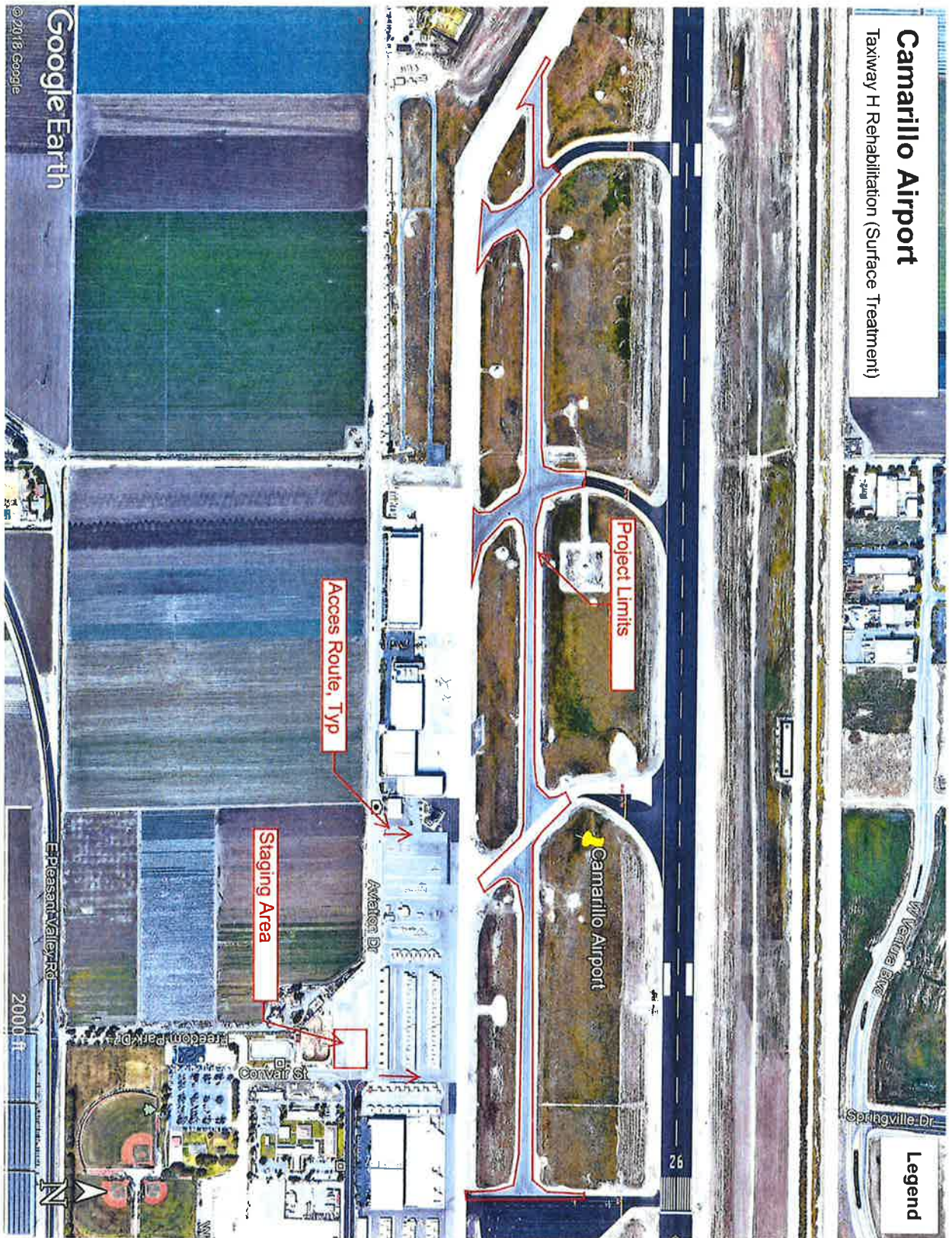


Kip Turner, C.M.  
Director of Airports

Attachments:

1. Location Map
2. 2017 FAA Grant Agreement









U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I - OFFER

|                       |  |
|-----------------------|--|
| Date of Offer         | August 28, 2017                                    |
| Airport/Planning Area | Camarillo  |
| AIP Grant Number      | 3-06-0339-036-2017                                 |
| DUNS Number           | 129771036  |
| TO:                   | County of Ventura<br>(herein called the "Sponsor") |

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 16, 2017, for a grant of Federal funds for a project at or associated with the Camarillo Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Camarillo Airport (herein called the "Project") consisting of the following:

Construct Apron (Northeast Apron)

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,755,942.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing



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

\$3,755,942 airport development or noise program implementation;

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).  
  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

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

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

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

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

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

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

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

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

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

**15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. May not be increased for a planning project;

B. May be increased by not more than 15 percent for development projects;

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

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
  - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
21. **AIP Funded Work Included in a PFC Application.**

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



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

23. **Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

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

24. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - a. Location of all runways, taxiways, and aprons;
    - b. Dimensions;
    - c. Type of pavement; and,
    - d. Year of construction or most recent major rehabilitation.
  2. Inspection Schedule.
    - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - a. Inspection date;
    - b. Location;
    - c. Distress types; and
    - d. Maintenance scheduled or performed.
  4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
25. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
    2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
    3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
    4. Qualifications of engineering supervision and construction inspection personnel;
    5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

SAMPLE

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
(Signature)  
\_\_\_\_\_  
David F. Cushing  
(Typed Name)  
Manager,  
Los Angeles Airports District Office  
(Title of FAA Official)

SAMPLE



**PART II - ACCEPTANCE**

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 28<sup>th</sup> day of August, 2017.

County of Ventura

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, THOMAS W. TEMPLE, acting as Attorney for the Sponsor do hereby certify:

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

Dated at 8/29/17 (location) this 29<sup>th</sup> day of AUGUST 2017  
VENTURA, CA

By:

(Signature of Sponsor's Attorney)

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



## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

##### 3. Airport Planning Undertaken by a Sponsor.

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

#### C. Sponsor Certification.

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

##### 1. General Federal Requirements.

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

## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### FEDERAL REGULATIONS

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

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

#### **SPECIFIC ASSURANCES**

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

#### **FOOTNOTES TO ASSURANCE C.1.**

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

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

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

##### **b. Private Sponsor:**



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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

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

**5. Preserving Rights and Powers.**

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

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

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

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

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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



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

**16. Conformity to Plans and Specifications.**

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

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

**19. Operation and Maintenance.**

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



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

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

#### 20. Hazard Removal and Mitigation.

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

#### 21. Compatible Land Use.

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

#### 22. Economic Nondiscrimination.

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

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

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

### 23. Exclusive Rights.

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

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

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

#### 24. Fee and Rental Structure.

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

#### 25. Airport Revenues.

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



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

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

**26. Reports and Inspections.**

It will:

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

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

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

**29. Airport Layout Plan.**

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

**30. Civil Rights.**

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

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

sponsor's programs and activities.

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

c. Duration.

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

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

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

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

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

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



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

**31. Disposal of Land.**

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

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

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

**32. Engineering and Design Services.**

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

**33. Foreign Market Restrictions.**

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

**34. Policies, Standards, and Specifications.**

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

**35. Relocation and Real Property Acquisition.**

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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



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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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



**FAA  
Airports**

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

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

| NUMBER                      | TITLE  |
|-----------------------------|--|
| 70/7460-1L<br>Change 1      | Obstruction Marking and Lighting                                 |
| 150/5020-1                  | Noise Control and Compatibility Planning for Airports            |
| 150/5070-6B<br>Changes 1- 2 | Airport Master Plans   |
| 150/5070-7<br>Change 1      | The Airport System Planning Process                              |
| 150/5100-13B                | Development of State Standards for Nonprimary Airports           |
| 150/5200-28F                | Notices to Airmen (NOTAMS) for Airport Operators                 |
| 150/5200-30D                | Airport Field Condition Assessments and Winter Operations Safety |
| 150/5200-31C<br>Changes 1-2 | Airport Emergency Plan   |
| 150/5210-5D                 | Painting, Marking, and Lighting of Vehicles Used on an Airport   |
| 150/5210-7D                 | Aircraft Rescue and Fire Fighting Communications                 |
| 150/5210-13C                | Airport Water Rescue Plans and Equipment                         |
| 150/5210-14B                | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing      |
| 150/5210-15A                | Aircraft Rescue and Firefighting Station Building Design         |

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| NUMBER                     | TITLE   |
|----------------------------|---|
| 150/5210-18A               | Systems for Interactive Training of Airport Personnel   |
| 150/5210-19A               | Driver's Enhanced Vision System (DEVS)  |
| 150/5220-10E               | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles   |
| 150/5220-16D               | Automated Weather Observing Systems (AWOS) for Non-Federal Applications   |
| 150/5220-17B               | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities  |
| 150/5220-18A               | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials   |
| 150/5220-20A               | Airport Snow and Ice Control Equipment  |
| 150/5220-21C               | Aircraft Boarding Equipment   |
| 150/5220-22B               | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns   |
| 150/5220-23                | Frangible Connections   |
| 150/5220-24                | Foreign Object Debris Detection Equipment   |
| 150/5220-25                | Airport Avian Radar Systems   |
| 150/5220-26<br>Changes 1-2 | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B)<br>Out Squitter Equipment   |
| 150/5300-7B                | FAA Policy on Facility Relocations Occasioned by Airport Improvements of<br>Changes   |
| 150/5300-13A<br>Change 1   | Airport Design  |
| 150/5300-14C               | Design of Aircraft Deicing Facilities   |
| 150/5300-16A               | General Guidance and Specifications for Aeronautical Surveys: Establishment of<br>Geodetic Control and Submission to the National Geodetic Survey             |
| 150/5300-17C               | Standards for Using Remote Sensing Technologies in Airport Surveys  |
| 150/5300-18B<br>Change 1   | General Guidance and Specifications for Submission of Aeronautical Surveys to<br>NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5D                | Airport Drainage Design   |
| 150/5320-6F                | Airport Pavement Design and Evaluation  |

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| NUMBER                      | TITLE   |
|-----------------------------|---|
| 150/5320-12C<br>Changes 1-8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces                  |
| 150/5320-15A                | Management of Airport Industrial Waste  |
| 150/5235-4B                 | Runway Length Requirements for Airport Design   |
| 150/5335-5C                 | Standardized Method of Reporting Airport Pavement Strength - PCN  |
| 150/5340-1L                 | Standards for Airport Markings  |
| 150/5340-5D                 | Segmented Circle Airport Marker System  |
| 150/5340-18F                | Standards for Airport Sign Systems  |
| 150/5340-26C                | Maintenance of Airport Visual Aid Facilities  |
| 150/5340-30H                | Design and Installation Details for Airport Visual Aids   |
| 150/5345-3G                 | Specification for L-821, Panels for the Control of Airport Lighting                                     |
| 150/5345-5B                 | Circuit Selector Switch   |
| 150/5345-7F                 | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits                      |
| 150/5345-10H                | Specification for Constant Current Regulators and Regulator Monitors                                    |
| 150/5345-12F                | Specification for Airport and Heliport Beacons  |
| 150/5345-13B                | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D                | FAA Specification For L-823 Plug and Receptacle, Cable Connectors                                       |
| 150/5345-27E                | Specification for Wind Cone Assemblies  |
| 150/5345-28G                | Precision Approach Path Indicator (PAPI) Systems  |
| 150/5345-39D                | Specification for L-853, Runway and Taxiway Retro reflective Markers                                    |
| 150/5345-42H                | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories            |
| 150/5345-43H                | Specification for Obstruction Lighting Equipment  |
| 150/5345-44K                | Specification for Runway and Taxiway Signs  |
| 150/5345-45C                | Low-Impact Resistant (LIR) Structures   |

5a33



| NUMBER                  | TITLE  |
|-------------------------|--|
| 150/5345-46E            | Specification for Runway and Taxiway Light Fixtures                                      |
| 150/5345-47C            | Specification for Series to Series Isolation Transformers for Airport Lighting Systems   |
| 150/5345-49C            | Specification L-854, Radio Control Equipment   |
| 150/5345-50B            | Specification for Portable Runway and Taxiway Lights                                     |
| 150/5345-51B            | Specification for Discharge-Type Flashing Light Equipment                                |
| 150/5345-52A            | Generic Visual Glideslope Indicators (GVGI)  |
| 150/5345-53D            | Airport Lighting Equipment Certification Program   |
| 150/5345-54B            | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems |
| 150/5345-55A            | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure         |
| 150/5345-56B            | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)           |
| 150/5360-12F            | Airport Signing and Graphics   |
| 150/5360-13<br>Change 1 | Planning and Design Guidelines for Airport Terminal Facilities                           |
| 150/5360-14             | Access to Airports By Individuals With Disabilities                                      |
| 150/5370-2F             | Operational Safety on Airports During Construction                                       |
| 150/5370-10G            | Standards for Specifying Construction of Airports  |
| 150/5370-11B            | Use of Nondestructive Testing in the Evaluation of Airport Pavements                     |
| 150/5370-13A            | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt                         |
| 150/5370-15B            | Airside Applications for Artificial Turf   |
| 150/5370-16             | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements                |
| 150/5370-17             | Airside Use of Heated Pavement Systems   |
| 150/5390-2C             | Heliport Design  |
| 150/5395-1A             | Seaplane Bases   |

5a34

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

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

5a35

July 11, 2019

Camarillo Airport Authority  
555 Airport Way  
Camarillo, CA 93010

**Subject:** Approve the Plans and Specifications for the Camarillo Airport Taxiway H Pavement Rehabilitation; Waive Any Minor Irregularities in the Bid; Award a Contract to Maxwell Asphalt, Inc. in the Amount of \$213,351, on the Basis of the Lowest Responsive Bid, Conditioned Upon Receipt of a Federal Aviation Administration Grant Sufficient to Fund the Project; and Authorize the Director of Airports, or His Designee, to Execute the Subject Contract, if Awarded.  
*(Attachment 1 on file with the Department of Airports and available upon request)*

**Recommendations:**

Staff requests your Authority recommend that the Board of Supervisors:

1. Approve the plans and specifications (Attachment 1) for the Camarillo Airport Taxiway H Pavement Rehabilitation;
2. Waive any minor irregularities in the bids;
3. Award a contract to Maxwell Asphalt, Inc., in the amount of \$213,351, on the basis of the lowest responsive bid, conditioned upon receipt of a Federal Aviation Administration Grant (FAA) sufficient to fund the project; and
4. Authorize the Director of Airports, or his designee, to execute the subject Contract if awarded (Attachment 2).

**Fiscal/Mandates Impact:**

Mandatory: No

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

Funding match required: Airport Enterprise Fund (5.5%)

Impact on other departments: None

5b1

**Summary of Revenue and Project Costs**

|                                      | <b><u>FY 2018/19</u></b> | <b><u>FY 2019/20</u></b> |
|--------------------------------------|--------------------------|--------------------------|
| Revenue: FAA (90% of eligible items) | \$ 0                     | \$ 192,016               |
| Caltrans (4.5% of eligible items)    | 0                        | 9,601                    |
| Direct Costs                         | \$ 0                     | \$ 213,351               |
| Net Costs – Airport Enterprise Fund  | <u>\$ 0</u>              | <u>\$ 11,734</u>         |

**Current Fiscal Year Budget Projection:**

| FY 2019-20 Budget Projection for Airports Capital Projects - Unit 5041 |                      |                      |                      |                             |
|--|----------------------|----------------------|----------------------|-----------------------------|
|  | Adopted Budget       | Adjusted Budget      | Projected Budget     | Estimated (Savings/Deficit) |
| Appropriations   | \$ 2,930,000         | \$ 2,930,000         | \$ 2,930,000         | \$0                         |
| Revenue  | 1,816,400            | 1,816,400            | 1,816,400            | 0                           |
| Net Cost   | <u>\$(1,113,700)</u> | <u>\$(1,113,700)</u> | <u>\$(1,113,700)</u> | <u>\$0</u>                  |

*Sufficient revenue and appropriations will be available in the FY 2019-20 capital budget to cover net costs.*

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

|                                | <u>Costs</u>             |
|--------------------------------|--------------------------|
| Engineering & Environ./design: | \$ 47,640                |
| Construction**:                | 213,351                  |
| Construction management:       | 67,094                   |
| Project administration:        | 19,099                   |
| <b>Total</b>                   | <b>\$ <u>347,184</u></b> |
| FAA Grant Revenue              | \$ 312,466               |
| Caltrans Grant Revenue         | \$ 15,623                |
| <b>Total Grant Revenue</b>     | <b>\$ <u>328,089</u></b> |

Cost to Airport Enterprise Fund \$ 19,095

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

**Discussion:**

The construction contract is for improvements at the Camarillo Airport which is anticipated to be funded in part by the FAA under Airport Improvement Grant No. 3-06-0339-037-2019 and a matching Caltrans Grant. The FAA has indicated that it will be ready to offer a grant for the Camarillo Airport before the end of the federal fiscal year. In anticipation of the FAA's deadline for grant award and the Board's meeting schedule, staff asks that the Department of Airports be authorized to award a contract to the lowest responsive and responsible bidder, conditioned upon receipt of grants sufficient to fund the project.

The project includes a base bid to rehabilitate the pavement of Taxiway H. The project is described in more detail below.

5b2



**Taxiway H Pavement Rehabilitation**

**Base Bid:** Includes surface preparation, marking removal and cleaning of the pavement. Crack seal, isolated pavement repair, application of an emulsified asphalt seal coat and re-application of pavement markings (Location Map, Attachment 3).

Bids for the project were opened on June 25, 2019. A copy of the bid abstract for the two (2) bids received is enclosed (Attachment 4). The bid has been reviewed for form. Maxwell Asphalt, Inc. of Salt Lake City, Utah submitted the lowest responsible base bid in the amount of \$213,351. The low base bid is 22% under the engineer's estimate of \$273,576. We believe that the bid reflects the value of work to be done.

This project is categorically exempt under the CEQA Guidelines because it consists of maintenance, repair, minor alterations, reconstruction or replacement of existing facilities that does not involve change or expansion of the existing use. (See Cal. Cod Regs., tit. 14, §§ 15301 [Class 1 exemption], 15302 [Class 2 exemption].) None of the exceptions in section 15300.2 of the CEQA Guidelines apply.

The estimated project construction schedule is:

Grant Award – August 6, 2019  
Contract Award – August 15, 2019  
Notice to Proceed – September 25, 2019  
Construction Completion – November 6, 2019

The work described in this letter is in line with the County of Ventura Strategic Plan, Focus Area 3, Strategic Goals 2 and 3. The project was included in the FY 2019/20 capital budget for the Airport Enterprise Fund which was adopted by the Board of Supervisors on June 18, 2019.

The project was also included in the current Capital Improvement Program that was previously approved by the Aviation Advisory Commission and the Camarillo Airport Authority and adopted by the Board of Supervisors.

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. Plans Specifications (On file)
2. Contract
3. Location Map
4. Bid Abstract

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## CONTRACT

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

The names and addresses of the parties to this Contract, who shall be referred to as "Agency" and "Contractor" respectively, are as follows:

AGENCY: COUNTY OF VENTURA – DEPARTMENT OF AIRPORTS  
555 AIRPORT WAY, SUITE B  
CAMARILLO, CA 93010

CONTRACTOR: XXXXXXXXXXXXX  
ADDRESS  
CITY, STATE ZIPCODE

The Agency and the Contractor mutually agree on \_\_\_\_\_, 2019, as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the contract documents as defined in Subsection 1-2 of the Ventura County Standard Specifications, which include the following documents and represents the complete agreement between Agency and Contractor:

- (a) Proposal.
- (b) Notice Inviting Bids.
- (c) Plans and Specifications identified by Specification No. DOA 19-02.
- (d) Addendum No. X dated XXXXX.
- (e) Board of Supervisors action of August 6, 2019, Agenda Item No. \_\_\_\_, delegating authority to the Director of Airports to award and execute the Contract, which is on file with the Clerk of the Board.
- (f) Performance and Payment Bonds as defined in Subsection 2-4 of the Specifications.
- (g) Prevailing Wage determinations.
- (h) Certificate/Proof of Insurance
- (i) Copy of appropriate Contractor's License

2. DESCRIPTION OF WORK

The Contractor shall perform and complete in strict conformity with this Contract the work as described and shown in the contract documents, consisting generally of:

**Base Bid:** Includes surface preparation, marking removal and cleaning of the pavement. Crack seal, isolated pavement repair, application of an emulsified asphalt seal coat and re-application of pavement markings.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826

CONTRACTORS ARE REQUIRED TO BE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS PURSUANT TO LABOR CODE, SECTION 1725.5 AS A PREREQUISITE TO BEING AWARDED A CONTRACT.

CONTRACTORS AND SUBCONTRACTORS MUST FURNISH COPIES OF ELECTRONIC CERTIFIED PAYROLL RECORDS DIRECTLY TO THE LABOR COMMISSIONER (aka DIVISION OF LABOR STANDARDS ENFORCEMENT).

### 3. CONTRACT PRICE

The contract price, which is the amount which Contractor shall accept as full payment for the work above agreed to be done, are the amounts determined in accordance with the contract documents for the prices stated for lump sum items completed plus the total number of each of the units of work completed at the unit prices stated. The prices named in the proposal form are as follows:

| Item No.              | Spec. Item   | Description   | Unit | Quantity | Cost   | Total     |
|-----------------------|--------------|---|------|----------|--------|-----------|
| <b>Bid Schedule</b>   |              |   |      |          |        |           |
| 1                     | A-001-3.1    | Airfield Safety and Traffic Control                                 | LS   | 1        | \$     | \$        |
| 2                     | C-100        | Contractor Quality Control Program (CQCP)                           | LS   | 1        | \$     | \$        |
| 3                     | C-105        | Mobilization  | LS   | 1        | \$     | \$        |
| 4                     | P-101-5.1    | Crack Repair  | LF   | 2,000    | \$     | \$        |
| 5                     | P-101-5.2    | Removal of Foreign Substances/contaminates                          | SF   | 9,000    | \$     | \$        |
| 6                     | A-001-3.2    | Isolated Pavement Repair  | LS   | 1        | \$     | \$        |
| 7                     | P-608-8.1    | Emulsified Asphalt Seal Coat  | SY   | 47,000   | \$     | \$        |
| 8                     | P-620-5.1a   | Pavement Markings, Yellow, Initial Application                      | SF   | 16,700   | \$     | \$        |
| 9                     | P-620-5.1b   | Pavement Markings, Yellow, With Reflective Media, Final Application | SF   | 16,700   | \$     | \$        |
| 10                    | P-620-5.1c   | Pavement Markings, Black, Single Application                        | SF   | 9,000    | \$     | \$        |
| 11                    | VCSS-DOA 9-4 | Execution of Release on Contract                                    | LS   | 1        | \$1.00 | \$1.00    |
| <b>BASE BID TOTAL</b> |              |   |      |          |        | <b>\$</b> |

### 4. CONTRACT TIME

The overall time for completion of all work is TWENTY NINE (29) working days. A summary of contract time is divided as follows:

- A. Mobilization Element.** All work included in Mobilization shall be completed within TWENTY (20) working days.
- B. Construction Element.** All work included in the Construction Base Bid shall be completed within NINE (9) working days. The construction Elements include four phases with specific phasing requirements and limitations for each phase as detailed in the Construction Safety Phasing Plan.

5. LIQUIDATED DAMAGES

Liquidated Damages in the amount of Five Hundred Dollars (\$500) per Working Day will be assessed for failure to complete the Mobilization Element within the timelines specified. Liquidated Damages in the amount of Two Thousand Dollars (\$2,000) per Working Day will be assessed for failure to complete the Construction Element of the Project of the overall Project within the Contract Time allowed.



IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Type of Contractor's organization \_\_\_\_\_  
(Corp./Partnership/Individual)

List names of all persons who have authority to bind firm (at least one name must be listed):  
\_\_\_\_\_

PLEASE FILL OUT THE FOLLOWING AND EXECUTE

(NOTE: If Corporation, Signatures of two Corporate Officers required.)

Name of President of Corporation \_\_\_\_\_

Name of Secretary of Corporation \_\_\_\_\_

Corporation is organized under the laws of State of \_\_\_\_\_

Firm Name \_\_\_\_\_

**Signature** \_\_\_\_\_

Title of Office \_\_\_\_\_

**Signature** \_\_\_\_\_

Title of Office \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor's License Class & No. \_\_\_\_\_

(Corporate Seal)

License Exp. Date \_\_\_\_\_

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

County of Ventura Agency

By \_\_\_\_\_

\_\_\_\_\_  
Director of Airports

Camarillo Airport –

TAXIWAY H PAVEMENT REHABILITATION

FAA AIP No.: 3-06-0339-037-2019

SPECIFICATION No.: DOA 19-02; PROJECT No.: CMA -236

**COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS**

**CONTRACTOR'S CERTIFICATION**

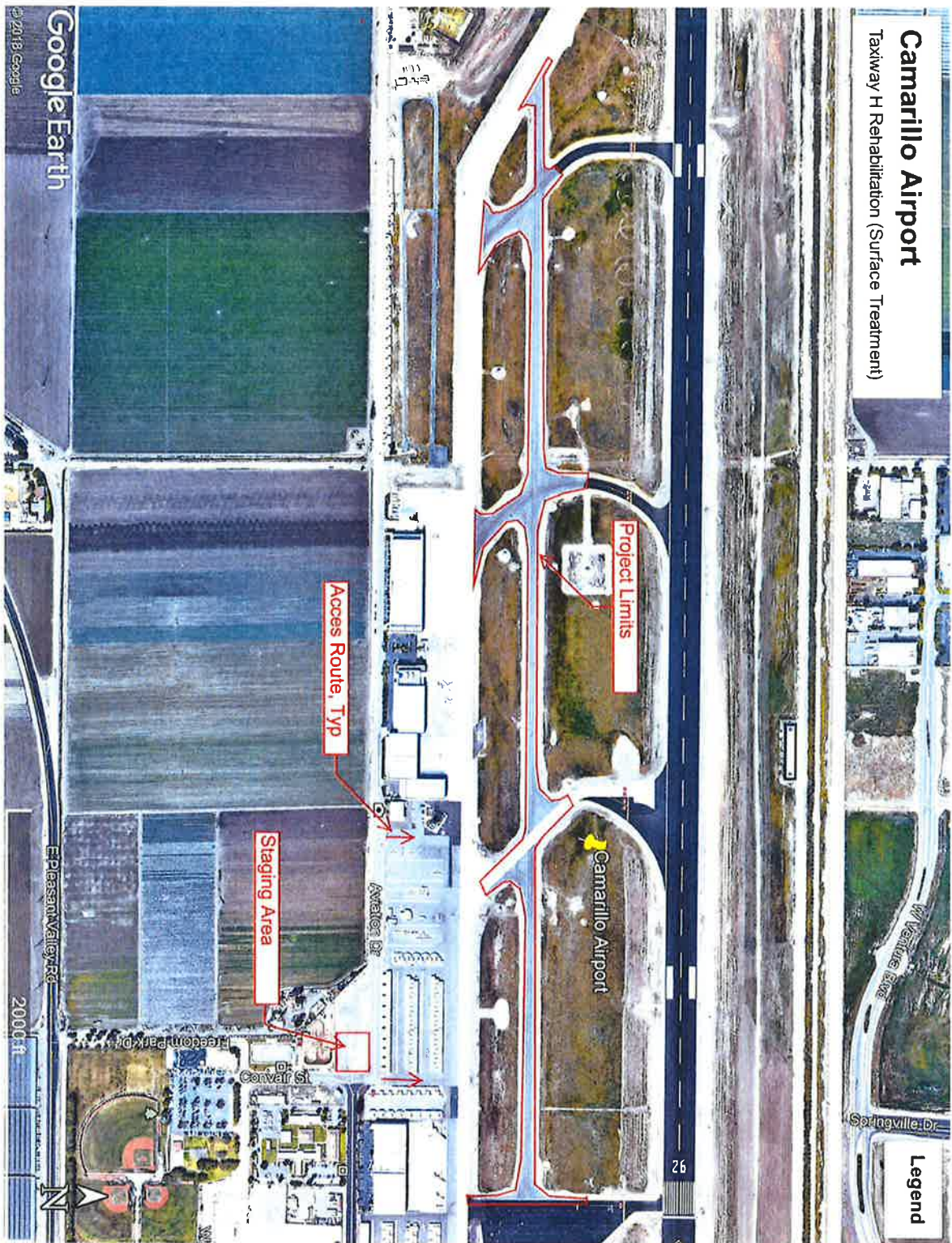
I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Contractor's Name

By \_\_\_\_\_

Title \_\_\_\_\_

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





Camarillo Airport, Ventura County  
 Project: Taxiway H Pavement Rehabilitation  
 FAA AIP No. 3-06-0339-037-2019  
 County Project Number: CMA-236  
 Bid Opening: June 25, 2019 at 3:00 pm

June 26, 2019

BID TABULATION

| Item          | Spec Ref.    | Description   | Unit | Quantity | ENGINEER'S ESTIMATE               |                     | MAXWELL ASPHALT, INC |                     | AMERICAN ROAD MAINTENANCE           |                     |
|---------------|--------------|---|------|----------|-----------------------------------|---------------------|----------------------|---------------------|-------------------------------------|---------------------|
|               |              |   |      |          | Unit Cost                         | Extension           | Unit Cost            | Extension           | Unit Cost                           | Extension           |
| 1             | A-001-3.1    | Alfred Safety and Traffic Control                                   | LS   | 1        | \$35,000.00                       | \$35,000.00         | \$5,000.00           | \$5,000.00          | \$20,000.00                         | \$20,000.00         |
| 2             | C-100        | Contractor Quality Control Program (CQCP)                           | LS   | 1        | \$9,000.00                        | \$9,000.00          | \$2,000.00           | \$2,000.00          | \$2,500.00                          | \$2,500.00          |
| 3             | C-105        | Modification  | LS   | 1        | \$24,800.00                       | \$24,800.00         | \$20,000.00          | \$20,000.00         | \$15,000.00                         | \$15,000.00         |
| 4             | P-101-5.1    | Crack Repair  | LF   | 2,000    | \$4.50                            | \$9,000.00          | \$3.95               | \$7,900.00          | \$2.00                              | \$4,000.00          |
| 5             | P-101-5.2    | Removal of Foreign Substances/contaminates                          | SF   | 9,000    | \$4.50                            | \$40,500.00         | \$2.50               | \$22,500.00         | \$3.00                              | \$27,000.00         |
| 6             | A-001-3.2    | Isolated Pavement Repair  | LS   | 1        | \$7,500.00                        | \$7,500.00          | \$2,500.00           | \$2,500.00          | \$15,000.00                         | \$15,000.00         |
| 7             | P-608-8.1    | Emulsified Asphalt Seal Coat  | SY   | 47,000   | \$1.75                            | \$82,250.00         | \$1.35               | \$63,450.00         | \$1.50                              | \$70,500.00         |
| 8             | P-620-5.1a   | Pavement Markings, Yellow, Initial Application                      | SF   | 16,700   | \$1.50                            | \$25,050.00         | \$2.25               | \$37,575.00         | \$3.00                              | \$50,100.00         |
| 9             | P-620-5.1b   | Pavement Markings, Yellow, With Reflective Media, Final Application | SF   | 16,700   | \$1.75                            | \$29,225.00         | \$2.25               | \$37,575.00         | \$3.00                              | \$50,100.00         |
| 10            | P-620-5.1c   | Pavement Markings, Black, Single Application                        | SF   | 9,000    | \$1.25                            | \$11,250.00         | \$1.65               | \$14,850.00         | \$1.00                              | \$9,000.00          |
| 11            | VCSS-DOA 9-4 | Execution of Release on Contract                                    | LS   | 1        | \$1.00                            | \$1.00              | \$1.00               | \$1.00              | \$1.00                              | \$1.00              |
| <b>TOTALS</b> |              |   |      |          |                                   | <b>\$273,576.00</b> |                      | <b>\$213,361.00</b> |                                     | <b>\$238,197.00</b> |
|               |              |   |      |          | 22% Under the Engineer's Estimate |                     |                      |                     | 12.9% Under the Engineer's Estimate |                     |

Kip Turner  
 Director of Airports, Ventura County



July 11, 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, your 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.

6a1

At the June meeting, your Authorities continued to discuss the proposed changes and requested that staff incorporate proposed language. Staff has further updated these documents and is now providing the updated draft Bylaws for your review and consideration of approval. The comments highlighted in green represent the changes proposed at the June meeting.

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

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

Kip Turner, C.M.  
Director of Airports

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 Oxnard Airport Authority – Clean version

6a2

**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, Aall~~ 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 notunless 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.~~

**Commented [CA4]:** POA requested comment from County Council per Authority's request from June 13, 2019 meeting.

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 [RJ5]:** 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 [RJ6R5]:** Removed proposed language based on Authority's request from March 14, 2019 meeting.

**ATTACHMENT 1**

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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.~~

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 ~~Gamarillo City Council~~, which members shall be selected by ~~such the~~ Council; and a fifth member ~~(Public 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.~~

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

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

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

Commented [RJ9]: 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 [RJ10]: 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 [RJ11]: No authority for this in the JPA.

Commented [RJ12]:

Commented [RJ13]: Per JPA City does not pay

Commented [RJ14]: To comport with what the JPA says.

Commented [RJ15]: Removed paragraph per Special Meeting

Commented [CA16]: language changed based on Authority request from June 13, 2019 meeting

Commented [RJ17]: Redundant to language in Article V, below

Commented [RJ18]: Subject to Political Reform Act



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 [RJ19]: 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's Member's~~ term.

Commented [RJ20RJ19]: 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 [RJ21]: Removed proposed language based on Authority's request from March 14, 2019 meeting.

Commented [RJ22]: Added Language per Special Meeting

#### ARTICLE VI. 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 [RJ23]: Added proposed language based on Authority's request from March 14, 2019 meeting.

Commented [RJ24]: Added proposed language based on Authority's request from March 14, 2019 meeting.

#### ARTICLE VII. 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. 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. RELATIONSHIP WITH AVIATION ADVISORY COMMISSION**

The Aviation Advisory Commission was established to provide advice to the Ventura County Board of Supervisors, and to the Department of Airports on matters involving the Ventura Airports, the Airport user community and the Supervisor's constituents in matters involving the Airports and Aviation. Its establishment predates the formation of the Ventura Airport Authority. The Advisory Commission consists of two members selected by each supervisor. Historically, the Advisory Commission has served as a sounding board for Ventura County residents for aviation and airport related issues. The Aviation Advisory Commission provides feedback and recommendations to each member of Ventura County Board of Supervisor (individually), the Ventura Department of Airports and informally to the Ventura Airport Authority via a representative report to the Authority as to the Aviation Advisory Commission's recommendation on each action item on the Aviation Advisory Commission/Airport Authority's Agenda.

Commented [CA25]: Added proposed language based on Authority's request from June 13, 2019 meeting.

#### **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 \_\_\_\_.

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**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.

#### **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 (Public Member) to be selected by a majority of the other four members. 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 VI. 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 VII. 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

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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 VIII. 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 IX. RELATIONSHIP WITH AVIATION ADVISORY COMMISSION**

The Aviation Advisory Commission was established to provide advice to the Ventura County Board of Supervisors, and to the Department of Airports on matters involving the Ventura Airports, the Airport user community and the Supervisor's constituents in matters involving the Airports and Aviation. Its establishment predates the formation of the Ventura Airport Authority. The Advisory Commission consists of two members selected by each supervisor. Historically, the Advisory Commission has served as a sounding board for Ventura County residents for aviation and airport related issues. The Aviation Advisory Commission provides feedback and recommendations to each member of Ventura County Board of Supervisor (individually), the Ventura Department of Airports and informally to the Ventura Airport Authority via a representative report to the Authority as to the Aviation Advisory Commission's recommendation on each action item on the Aviation Advisory Commission/Airport Authority's Agenda.

#### **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 \_\_\_\_.

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## 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~~

# ATTACHMENT 3

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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 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 ~~m~~ 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 [CA5]:** JGA requested comment from County Counsel per Authority's request from June 13, 2019 meeting.

**Commented [RJ6]:** Inserted to conform with JPA

**Commented [RJ7]:** 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 [RJ8R7]:** Removed proposed language based on Authority's request from March 14, 2019 meeting.

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

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

**Commented [RJ11]:** 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 [RJ12]:** 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 [RJ13]:** No authority for this in the JPA.

**Commented [RJ14]:** No authority for this in the JPA.

**Commented [RJ15]:** Removed paragraph per Special Meeting

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#### 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 ~~(Public 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.~~

Commented [CA16]: language added based on Authority's request from June 13, 2019 meeting that there be consistency amongst the bylaws

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 [RJ17]: 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. The term of office of the Public Member shall commence on the first of March.~~

Commented [CA18]: language added based on Authority's request from June 13, 2019 meeting that there be consistency amongst the bylaws

~~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 [RJ19]: 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

~~Council members and the Public Member 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 entities the City and the County. Board members of the Authority are not compensated.~~

Commented [CA20]: Added proposed language based on Authority's request from June 13, 2019 meeting

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Commented [RJ21]: There is compensation per JPA

Commented [CA22]: Added proposed language based on Authority's request from June 13, 2019 meeting

#### 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

Commented [RJ23]: Added proposed language based on Authority's request from March 14, 2019 meeting

Commented [RJ24]: Added proposed language based on Authority's request from March 14, 2019 meeting



committee chairman shall be responsible to the Authority for carrying out ~~its~~ 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~~ and a quorum must contain one City member, from the City and one County member and the Public 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 ~~e~~ 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.

Commented [CA25]: language added based on Authority's request from June 13, 2019 meeting that there be consistency amongst the bylaws.

#### **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~~X. 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.

6a13

**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 (Public Member) to be selected by a majority of the other four members.

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. The term of office of the Public Member shall commence on the first of March.

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**

Council members and the Public Member 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. Board members of the Authority are not compensated.

#### **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

6a15

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 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 and a quorum must contain one City member, one County member and the Public Member. 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 \_\_\_\_\_.

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## MONTHLY ACTIVITY REPORT

Month ending May 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          | 4              | 3         |
| 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            |           |

### Airport Operations:

|                            | CAMARILLO | OXNARD |
|----------------------------|-----------|--------|
| Current year for the month | 12,555    | 6,266  |
| Last year for the month    | 13,157    | 6,731  |
| % Change                   | - 5%      | - 7%   |

### Other:

|  | CAMARILLO | OXNARD |
|--|-----------|--------|
| Citations issued                             | 0         | 0      |
| Cards issued to transient overnight aircraft | 22        | 0      |
| Noise/nuisance complaints                    | 1         | 4      |
| Other aircraft ** (est.)                     | 120       | 15     |
| Hangar waiting list                          | 140       | 20     |

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

8a

# MONTHLY NOISE COMPLAINT SUMMARY CAMARILLO AIRPORT

| Date/Time<br>& weather<br>of complaint(s) | Type<br>of<br>complaint | Mode of<br>flight | Type<br>of<br>aircraft | Location<br>of<br>complaint                 | Number of calls<br>regarding this<br>aircraft<br>(this month) | Number of calls<br>from this person<br>(this month) | Pilot<br>contacted | Complainant<br>contacted |
|---|-------------------------|-------------------|------------------------|---|---|---|--------------------|--------------------------|
| 5/5 11:00am<br>Clear, Windy               | Low<br>Flying           | O                 | UKN                    | 2100 Block<br>Almanor Street,<br>Oxnard, CA | 1   | 1   | ****               | N/R                      |
|   |                         |                   |                        |   |   |   |                    |                          |
|   |                         |                   |                        |   |   |   |                    |                          |
|   |                         |                   |                        |   |   |   |                    |                          |

\* Unable to identify aircraft

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

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

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

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

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

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May, 2019

# MONTHLY NOISE COMPLAINT SUMMARY OXNARD AIRPORT

| Date/Time<br>& weather<br>of complaint(s) | Type<br>of<br>complaint | Mode of<br>flight | Type<br>of<br>aircraft | Location<br>of<br>complaint                              | Number of calls<br>regarding this<br>aircraft<br>(this month) | Number of calls<br>from this<br>person<br>(this month) | Pilot<br>contacted | Complainant<br>contacted |
|---|-------------------------|-------------------|------------------------|--|---|--|--------------------|--------------------------|
| 5/5 3:56pm<br>Cloudy, Calm                | Noise                   | T&G               | Velocity               | 900 Block<br>Mandalay Beach<br>Road,<br>Oxnard, CA       | 1   | 1  | **                 | N/R                      |
| 5/19 11:35am<br>Clear, Calm               | Noise                   | T&G               | Cirrus                 | 5500 Block<br>West 5 <sup>th</sup> Street,<br>Oxnard, CA | 1   | 3  | ***                | N/R                      |
| 5/21 8:00am<br>Clear, Calm                | Noise                   | T&G               | Cessna                 | 5500 Block<br>West 5 <sup>th</sup> Street,<br>Oxnard, CA | 1   | 3  | ***                | N/R                      |
| 5/28 4:50pm<br>Clear, Calm                | Noise                   | T&G               | Piper                  | 5500 Block<br>West 5 <sup>th</sup> Street,<br>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

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May, 2019

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

## **Status Update:**

- Coordination Meeting #1 was conducted on May 2, 2019, with airport staff and the consultant team to discuss study elements.
- Aviation demand forecasts related to based aircraft and annual aircraft operations are being prepared.
- Existing and future critical design aircraft characteristics are being analyzed based upon the Federal Aviation Administration (FAA) aircraft operations database.
- An assessment of previous drainage studies and infiltration testing is being conducted by the consultant team.

## **Upcoming Action Items:**

- Airport staff review of the aviation demand forecasts, and subsequent coordination with the FAA.
- Airport staff review of an existing conditions report as it relates to airfield drainage.

**Project Percent Complete:** The study is 32 percent complete through May 2019.

Prepared by: Coffman Associates

8c1



# **OXNARD AIRPORT**

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

### **Status Update:**

- Aviation demand forecasts for based aircraft and annual aircraft operations have been prepared and approved by the Federal Aviation Administration (FAA).
- An Airports Geographic Information System (AGIS) survey has been prepared and approved by the FAA.
- Coordination Meeting #2 was conducted on May 2, 2019, with airport staff and the consultant team to discuss airfield considerations associated with critical design aircraft operations.

### **Upcoming Action Items:**

- Coordination and review of airfield design and geometry recommendations for future airport development.
- Airport staff review of the Narrative Report and ALP drawing set, and subsequent coordination with the FAA.

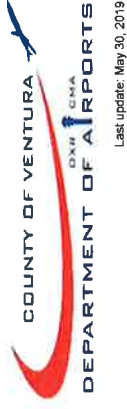
**Project Percent Complete:** The study is 87 percent complete through May 2019.

Prepared by: Coffman Associates

8c2

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

Prepared by Mead & Hunt, Inc  
Revision Date 30-May-19



Last update: May 30, 2019

| Mead & Hunt No.<br>County No.<br>Grant No.                 | Airport            | Description  | Status   | Percent Complete | Action Item  |
|--|--------------------|--|--|------------------|--|
| 3168900-181115 01<br>AEA 18-14<br>AIP - 3-06-0778-00X-20   | OXNARD             | <b>DESIGN SERVICES</b><br><b>PRELIMINARY DESIGN SERVICES FOR THE OXNARD RUNWAY AND TAXIWAY REHABILITATION/RECONSTRUCTION</b><br>Preliminary design includes topographic survey, geotechnical investigation, and evaluation of preliminary design alternatives. | a) Draft Pavement Design Summary Report submitted on 2-25-19 followed by conference call with FAA, County, and Mead & Hunt on 4-9-19. The pavement design costs were updated on 5-3-19 to reflect the addition of the 6650 and the EMB 175 to the fleet mix as requested by the County.<br>b) Continuation of design pending the following:<br>i) County to provide final 2D layout of taxiway configuration to complete preliminary design alternatives and recommendations. We understand this is currently under review by the FAA and coordinated by the planning consultant.<br>c) Draft and final presentation for Airport Commission meeting provided. Presentation will be June 13, 2019 at 7 pm.  | 60%              | a) Refer to Status items b.i.<br>b) It will be important to have the County's planning consultant prepare the Runway Safety Area Determination form as part of the ALP efforts. The FAA can then review and provide a determination if the RSA transverse slopes are acceptable or if they need to be regraded as part of the runway/taxiway improvement projects. |
| 3168900-132415 05<br>AEA 18-06                             | CAMARILLO          | <b>CONSTRUCTION SERVICES</b><br><b>NORTHEAST HANGAR DEVELOPMENT, PHASE 1</b><br>Construction of the Phase 1 project, which includes 3 rows of hangars and surrounding pavement/drainage and the extension of water, sewer, and electrical services.            | a) Breaking of ground is close, pending final permit review. The Project has been delayed a year due to contractor submittal delays, which delayed permitting.<br>b) Status of permits<br>i) County of Ventura Building and Safety - plans and calculations are approved. Pulling permit is conditional on the following:<br>1) Dept of Public Works Approval of Plans and Geotech.<br>2) "Will serve" letter from the City of Camarillo.<br>3) Inter-agency transfer of final permit fees due (Completed 4/22/19)<br>4) County Air Pollution Control Clearance (Completed and Exempt 4-29-19)<br>5) When 1-4 are complete, Contractor can pull permit.<br>ii) Dept of Public Works Grading Permit - Routing for signatures<br>iii) City of Camarillo Water and Sewer - Pending approval of agreement (expected to be 6-12-19) | 19%              | a) Mead & Hunt is to prepare budget analysis to determine overages after permitting is complete and NTP for construction can be issued.<br>b) Complete permit process and outstanding items in section "b" of status report.<br>c) Schedule project QC/QA meeting when permits are in hand.<br>d) Issue construction NTP (expected to be in late June).            |
| 3168900-155706 01<br>AEA 18-10<br>AIP - N/A                | CAMARILLO          | <b>DESIGN SERVICES</b><br><b>AIRFIELD PAVEMENT CLASSIFICATION NUMBER STUDY</b><br>Determination of PCN for runway pavement. Scope included survey, geotechnical investigation, and non-destructive testing.  | a) Draft report submitted 9/17/17. Final report pending County comments.   | 95%              | a) County to reconfirm fleet mix after additional information is received on actual operation counts by aircraft.  |
| 3168900-182312 01<br>AEA 18-05<br>AIP - N/A                | CAMARILLO          | <b>DESIGN SERVICES</b><br><b>TAXIWAYS A, E, F, AND RUN-UP AREA PAVEMENT MARKING IMPROVEMENTS</b><br>Remarking of associated taxiway centerlines, edge markings, and run-up apron markings.   | a) Draft plans and specs submitted 10/16/18.<br>b) Updated plans and cost estimate, submitted 3/14/19, reflect additional scope of work and project phasing aligned with County's pavement removal contractor.   | 75%              | a) Mead & Hunt to prepare final contract documents and advertise for bidding after receipt of County comments.   |
| 3168900-190121 01<br>AEA 18-05<br>AIP - 3-06-0398-037-2019 | CAMARILLO          | <b>DESIGN SERVICES</b><br><b>TAXIWAY H PAVEMENT REHABILITATION</b><br>Surface preparation, crack seal, emulsified asphalt seal coat, and pavement markings.  | a) Final Contract Documents advertised for bidding on May 20, 2019. Bid opening will be June 25, 2019.   | 90%              | a) Mead & Hunt preparation for prebid meeting on June 13, 2019.  |
| 3168900-158618 01<br>AEA 18-04<br>AIP - N/A                | CAMARILLO & OXNARD | <b>DESIGN SERVICES</b><br><b>PHOTOVOLTAIC (PV) SOLAR SYSTEMS</b><br>Installation of PV Solar Systems   | a) Mead & Hunt prepared draft plans and specs for County; they were reviewed on 2-15-19.<br>b) Due to changes/updates in net metering and County budget, the County requested the project be modified to include a reflectivity study for CMA northeast hangars A-C.   | 85%              | a) Mead & Hunt is preparing reflectivity analysis for installation of solar panels on Hangar Rows A-C of northeast hangar development at Camarillo Airport. Submission of reflectivity analysis will complete contract work.   |
| 22065-170271 02<br>AEA 19-03<br>AIP - N/A                  | CAMARILLO & OXNARD | <b>DESIGN SERVICES</b><br><b>ON-CALL SERVICES (2018-2019)</b><br>On-call services at the request of the County. Period is effective through June 30, 2019.   | a) Billings to date: \$20,042 of \$50,000  | 40%              | a) Develop fee for illustrating FAA eligible and non-eligible after receipt of County lease information.   |

8c3

|   |                    |  |   |     |                       |
|---|--------------------|--|---|-----|-----------------------|
| 22068-181279.01<br>AEA 18-13<br>AIP - N/A | CAMARILLO & OXNARD | <p><b>DESIGN SERVICES</b><br/><b>OXR AND CMA DBE UPDATES (2018-2019)</b></p> <p>Develop DBE program and goals as well as prepare yearly reports.</p> | <p>a) CMA</p> <ul style="list-style-type: none"> <li>i) Program submitted and approved.</li> <li>ii) Goal submitted and approved.</li> <li>iii) Misc annual reporting. All have been submitted into the FAA Civil Rights System and are in the Queue for FAA approval.</li> <li>iv) Next annual report due in December.</li> </ul> <p>b) OXR</p> <ul style="list-style-type: none"> <li>i) Program submitted to FAA for approval. This report includes both CMA and OXR, and, since CMA is approved, OXR approval should be forthcoming.</li> <li>ii) Goal submitted to FAA for approval.</li> <li>iii) Misc annual reporting. All have been submitted into the FAA Civil Rights System and are in the queue for FAA approval.</li> <li>iv) The next annual report is due in December.</li> </ul> | 45% | a) None at this time. |
|---|--------------------|--|---|-----|-----------------------|

8c4

**AIRPORT TENANT  
PROJECT STATUS  
June 17, 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

gd



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

**June 2019**

| Sup. Dist. | Project Name<br>Spec. Number                             | Estimate<br>Low Bid    | CCO's<br>Claims | Design Engr.<br>Contractor                               | Scheduled or Actual Dates |                   |                |               | %<br>Compl<br>Design<br>/<br>Const. | Remarks   |
|------------|--|------------------------|-----------------|--|---------------------------|-------------------|----------------|---------------|-------------------------------------|---|
|            |  |                        |                 |  | Bid<br>Date               | Contract<br>Award | Const<br>Start | Const<br>Comp |                                     |   |
| 5          | CMA Storage Yard<br>Improvements                         | \$210,000<br>\$140,393 |                 | <u>DOA</u><br>Various                                    | Various                   | Various           | 1/13/17        | 3/20/19       | 100<br>98                           | Landscaping work complete.<br>Project closeout paperwork<br>remains.  |
| 5          | CMA West Area<br>Hangar Electrical<br>Improvements       | \$175,001<br>\$198,861 |                 | <u>Lucci &amp; Assoc.</u><br><u>Oilfield</u><br>Electric | 5/8/18                    | 6/19/18           | 9/25/18        | 1/31/19       | 100<br>98                           | Work complete. Final hangar work<br>done. Project closeout remains.   |
| 5          | CMA Hangar 1 Roof<br>Replacement                         | \$800,000              |                 | <u>County GSA</u>  | N/A                       | N/A               | TBD            | TBD           | 100                                 | GSA conducted general building<br>condition survey – results pending.<br>Contractor submitted draft<br>schedule, but will need to be<br>amended and resubmitted for<br>approval. Tenant schedule<br>coordination and pre-construction<br>meetings next. |
| 5          | CMA 295 Willis<br>HVAC Replacement                       | \$453,886.46           |                 | <u>County GSA</u>  | N/A                       | N/A               | TBD            | TBD           | 100                                 | GSA conducted general building<br>condition survey – results pending.<br>GSA contractor bid received.<br>Reviewing bid with GSA to<br>determine path forward.   |
| 5          | CMA RWY<br>Preliminary Design<br>Concept Report          | \$91,000               |                 | <u>Mead &amp; Hunt</u>                                   | N/A                       | 3/28/17           | N/A            | N/A           | 95                                  | Report to be finalized soon.<br>Results confirm reconstruction.<br>Next steps: Finalize report and<br>initiate pavement remaining life<br>evaluation.   |
| 5          | CMA TWYs A, E, F,<br>and Run-up Area<br>Pavement Marking | \$18,285               |                 | <u>Mead &amp; Hunt</u>                                   | TBD                       | TBD               | TBD            | TBD           | 95                                  | Pavement markings due for<br>restriping to refresh faded markings<br>and to meet FAA compliance   |

|       | Improvements  |                  |  |  |                        |     |          |     |     |           | requirements. Construction estimated at \$68,435.   |
|-------|---|------------------|--|--|------------------------|-----|----------|-----|-----|-----------|---|
| 3 & 5 | OXR & CMA Disadvantaged Business Enterprise Program Goal Updates and Annual Reports | <u>\$17,985</u>  |  |  | <u>Mead &amp; Hunt</u> | N/A | 8/14/18  | N/A | N/A | <u>85</u> | CMA plan submitted and approved. OXR program submitted; awaiting approval. Next annual accomplishment reports due 12/19.                                      |
| 3 & 5 | OXR & CMA Design Systems for Solar Alternatives                                     | <u>\$47,000</u>  |  |  | <u>Mead &amp; Hunt</u> | N/A | 12/10/15 | N/A | N/A | <u>85</u> | Reflectivity studies completed for several potential sites at CMA & OXR Airports. Plan to add one final reflectivity study for site at NE Hangar Development. |
| 3     | OXR Fence Stabilization   | <u>\$100,000</u> |  |  | <u>County PWA</u>      | TBD | TBD      | TBD | TBD | <u>95</u> | Alternatives study report finalized. Intermediate project identified and draft plans received by PWA. Under review by airport staff.                          |
| 3     | OXR Phase 1 Environmental Study for Condor Site                                     | <u>\$10,000</u>  |  |  | <u>County PWA</u>      | TBD | TBD      | TBD | TBD | <u>95</u> | Field work complete. Draft report under review. Study to be finalized soon.   |

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

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

**June 2019**

| Sup. Dist. | Project Name<br>Spec. Number  | Estimate<br>Low Bid        | CCO's<br>Claims | Design Engr.<br>Contractor         | Estimated Schedule or Actual Dates |                   |                |               | %<br>Compl<br>Design<br>/ Const. | Remarks   |
|------------|---|----------------------------|-----------------|------------------------------------|------------------------------------|-------------------|----------------|---------------|----------------------------------|---|
|            |   |                            |                 |                                    | Bid<br>Date                        | Contract<br>Award | Const<br>Start | Const<br>Comp |                                  |   |
| 5          | NE Hangar Development,<br>Phase 1   | \$7,126,202<br>\$7,950,236 |                 | Mead & Hunt<br>Toro<br>Enterprises | 8/15/17                            | 10/17/17          | 7/29/19        | TBD           | 100                              | Building and Safety plans ready, pending receipt of grading and water/sewer permits. Grading permit issued. City permit approved, pending pre-construction meeting. Tentative Construction start date identified for 7/29/19.                     |
| 5          | CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction | \$147,300                  |                 | Coffman<br>Assoc.                  | N/A                                | 1/24/19           | N/A            | TBD           | 32                               | Work underway.<br>Estimated to be about a 12 month process.<br>Consultant currently developing aviation demand forecasts and evaluating possible airfield geometry changes.<br>Drainage survey currently being coordinated with staff for access. |
| 5          | TWY H Pavement Rehabilitation (Seal Coat)                                   | \$47,640                   |                 | Mead & Hunt                        | 6/25/19                            | 8/15/19           | 9/25/19        | 11/6/19       | 100                              | Project out to bid. Bids due 6/25/19. Construction estimated at \$273,576. Contract award conditioned on FAA grant receipt.   |
| 3          | OXR Airport Layout Plan Update  | \$246,176                  |                 | Coffman<br>Assoc.                  | N/A                                | 10/17/17          | N/A            | 12/30/19      | 87                               | Work underway.<br>Estimated to be about a 15-18 month process.<br>FAA approved the aviation demand forecasts and  |





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

**ASSETS**

|  |                             |
|--|-----------------------------|
| Cash                                     | \$ 18,010,000               |
| Cash - prepay & overpay from tenants     | 186,900                     |
| Cash - security deposit                  | 590,200                     |
| Cash - petty cash/change fund            | 500                         |
| Receivables:                             |                             |
| Accounts receivable net of allowance for | 84,100                      |
| Uncollectable accounts of \$20,000       |                             |
| Interest receivable                      | 205,400                     |
| Grants receivable                        | -                           |
| Capital assets:                          |                             |
| Easements                                | 848,800                     |
| Land                                     | 9,362,500                   |
| Land improvements                        | 48,395,300                  |
| Building & Improvements                  | 18,143,300                  |
| Equipment                                | 1,163,600                   |
| Vehicle                                  | 989,700                     |
| Construction in Progress                 | 1,903,500                   |
| Accumulated depreciation                 | (42,911,000)                |
| Deferred outflows related to pensions    | 765,300                     |
| <b>Total assets</b>                      | <b><u>\$ 57,738,100</u></b> |

**LIABILITIES**

|                                      |                            |
|--------------------------------------|----------------------------|
| Accounts payable                     | \$ 73,900                  |
| Accrued liabilities                  | 56,100                     |
| Short-term compensated absences      | 120,300                    |
| Due to other funds - GSA, ITS, PWA   | -                          |
| Unearned revenue (prepayments)       | 48,000                     |
| Security deposit                     | 590,200                    |
| Unreserved overpayments              | 138,900                    |
| Long-term compensated balances       | 63,400                     |
| Net pension liability                | 1,829,200                  |
| Deferred inflows related to pensions | 312,800                    |
| <b>Total liabilities</b>             | <b><u>\$ 3,288,900</u></b> |

**NET ASSETS**

|  |                             |
|--|-----------------------------|
| Invested in capital assets net of related debt | \$ 37,895,700               |
| Unrestricted Net Assets                        | <u>16,553,500</u>           |
| <b>Total net assets</b>                        | <b><u>54,449,200</u></b>    |
| <b>Total liabilities and net assets</b>        | <b><u>\$ 57,738,100</u></b> |

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**County of Ventura**  
**Department of Airports**  
**Fund: E300**  
**Statement of Cash Flows**  
**July 1, 2018 thru March 31, 2019**  
**(Unaudited)**

**Operating Activities:**

|                                |             |
|--------------------------------|-------------|
| Permits                        | \$ 12,781   |
| Fines and penalties            | 9,217       |
| Rents and concessions          | 1,749,928   |
| Percentage lease rent          | 255,746     |
| Tiedown rents                  | 99,097      |
| Hangar rents                   | 620,356     |
| Land rent - hangars            | 408,548     |
| Transient tiedown rents        | 3,744       |
| Landing fees                   | 64,732      |
| Parking fees                   | 11,151      |
| Gas & oil fuel flow percentage | 216,367     |
| % rent-all other gross rec     | 1,498,914   |
| Insurance claims               | 7,341       |
| Miscellaneous                  | 34,514      |
| Salaries & Benefits            | (1,919,671) |
| Service & Supplies             | (1,066,253) |
| Interest Received              | -           |
| Interest Paid                  | -           |
| Prepay/Security Deposit        | 65,179      |
| CUE tax assessment             | -           |

**Cash Provided by Operating Activities** \$ 2,071,691

**Investing Activities:**

|                               |           |
|-------------------------------|-----------|
| State and federal grants      | 277,185   |
| Fixed asset sales/(purchases) | -         |
| Capital Expenditures          | (275,856) |

**Cash Used in Investing Activities** 1,329

**Financing Activities:**

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

**Cash Provided by Financing Activities** -

**Increase (Decrease) in Cash & Equivalents** \$ 2,073,020

**Cash & Equivalents-Beginning of Year** \$ 16,712,248

**Cash & Equivalents-End of Period** \$ 18,785,268

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**County of Ventura**  
**Airport Enterprise-Camarillo Oxnard**  
**Statement of Revenues and Expenses**  
**July 1, 2018 thru March 31, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

|  | Camarillo           | Oxnard              | Total               |
|--|---------------------|---------------------|---------------------|
| <b>Revenues:</b>                           |                     |                     |                     |
| Permits                                    | \$ 9,800            | \$ 2,000            | \$ 11,800           |
| Fines and penalties                        | 8,300               | 2,000               | 10,300              |
| Rents and concessions                      | 1,581,600           | 189,800             | 1,771,400           |
| Percentage lease rent                      | 90,600              | 108,600             | 199,200             |
| Tiedown rents                              | 96,800              | 3,400               | 100,200             |
| Hangar rents                               | 434,000             | 241,200             | 675,200             |
| Land rent - hangars                        | 287,500             | 77,100              | 364,600             |
| Transient tiedown rents                    | 3,700               | -                   | 3,700               |
| Landing fees                               | 50,500              | 14,200              | 64,700              |
| Parking fees                               | 200                 | 10,900              | 11,100              |
| Gas & oil fuel flow percentage             | 168,600             | 47,800              | 216,400             |
| % rent-all other gross rec                 | 1,133,800           | 373,300             | 1,507,100           |
| Miscellaneous                              | 38,800              | 2,400               | 41,200              |
| Total operating revenues                   | <u>\$ 3,904,200</u> | <u>\$ 1,072,700</u> | <u>\$ 4,976,900</u> |
| <b>Expenditures:</b>                       |                     |                     |                     |
| Current:                                   |                     |                     |                     |
| Salaries and wages                         | \$ 913,500          | \$ 262,100          | \$ 1,175,600        |
| Benefits                                   | 650,600             | 265,900             | 916,500             |
| Admin salaries allocated to Oxnard Airport | (166,000)           | 166,000             | -                   |
| Agricultural                               | 7,800               | 400                 | 8,200               |
| Uniforms and clothing                      | 11,900              | 4,600               | 16,500              |
| Communications                             | 43,400              | 7,100               | 50,500              |
| Household expense                          | 15,000              | 27,300              | 42,300              |
| Insurance                                  | 13,600              | 7,300               | 20,900              |
| Indirect county costs                      | 20,400              | 10,800              | 31,200              |
| Maintenance-equipment                      | 19,600              | 8,000               | 27,600              |
| Maintenance-building and improvements      | 85,700              | 45,300              | 131,000             |
| Memberships and dues                       | 4,300               | 900                 | 5,200               |
| Miscellaneous expense                      | 17,700              | 19,800              | 37,500              |
| Office expense                             | 21,500              | 1,900               | 23,400              |
| Professional and specialized services      | 233,400             | 45,600              | 279,000             |
| Rents and leases - equipment               | 25,300              | 5,100               | 30,400              |
| Small tools and equipment                  | 10,600              | 200                 | 10,800              |
| Transportation charges                     | 62,900              | 41,200              | 104,100             |
| Conference and seminars                    | 18,500              | 3,100               | 21,600              |
| Utilities                                  | 150,900             | 70,700              | 221,600             |
| Education, books and training              | 6,400               | 4,200               | 10,600              |
| Taxes and licenses                         | -                   | -                   | -                   |
| Bad debts                                  | -                   | -                   | -                   |
| Depreciation                               | 797,700             | 791,000             | 1,588,700           |
| Total operating expenditures               | <u>\$ 2,964,700</u> | <u>\$ 1,788,500</u> | <u>\$ 4,753,200</u> |
| Operating income (loss)                    | <u>\$ 939,500</u>   | <u>\$ (715,800)</u> | <u>\$ 223,700</u>   |

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**County of Ventura**  
**Airport Enterprise-Camarillo Oxnard**  
**Statement of Revenues and Expenses**  
**July 1, 2018 thru March 31, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

|  | Camarillo                  | Oxnard                     | Total                      |
|--|----------------------------|----------------------------|----------------------------|
| <b>Non-operating revenues (expenses):</b>                    |                            |                            |                            |
| State and federal grants                                     | \$ 134,600                 | \$ 142,600                 | \$ 277,200                 |
| Prior Year Revenue   | -                          | -                          | -                          |
| Contribution to Outside Agency                               | -                          | -                          | -                          |
| Gain/Loss Disposal Fixed Asset                               | -                          | -                          | -                          |
| Interest income  | 339,700                    | -                          | 339,700                    |
| Insurance proceeds   | -                          | -                          | -                          |
| Other Loan Interest Payment                                  | -                          | -                          | -                          |
| Total non-operating revenues (expenses)                      | <u>474,300</u>             | <u>142,600</u>             | <u>616,900</u>             |
| Income (loss) before transfers                               | 1,413,800                  | (573,200)                  | 840,600                    |
| Other financing sources (uses):                              |                            |                            |                            |
| Transfers in   | -                          | -                          | -                          |
| Transfers Out  | -                          | -                          | -                          |
| <b>Increase (decrease) in net assets</b>                     | <u><u>\$ 1,413,800</u></u> | <u><u>\$ (573,200)</u></u> | <u><u>\$ 840,600</u></u>   |
| <b>Increase (decrease) in net assets before depreciation</b> | <u><u>\$ 2,211,500</u></u> | <u><u>\$ 217,800</u></u>   | <u><u>\$ 2,429,300</u></u> |

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**County of Ventura**  
**Airport Enterprise-Camarillo**  
**Budget to Actual**  
**July 1, 2018 thru March 31, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

|  | <b>Adjusted Budget<br/>as of Mar 2019</b> | <b>YTD Actuals &amp;<br/>Accruals thru<br/>Mar 2019</b> | <b>% Variance</b> |
|--|---|---|-------------------|
| <b>Revenues:</b>                         |   |   |                   |
| Permits                                  | \$ 74,400                                 | \$ 9,800  | 13%               |
| Fines and penalties                      | 9,100                                     | 8,300   | 91%               |
| Rents and concessions                    | 1,800,000                                 | 1,581,600   | 88%               |
| Percentage lease rent                    | 131,500                                   | 90,600  | 69%               |
| Tiedown rents                            | 76,900                                    | 96,800  | 126%              |
| Hangar rents                             | 585,500                                   | 434,000   | 74%               |
| Land rent - hangars                      | 390,100                                   | 287,500   | 74%               |
| Transient tiedown rents                  | 5,100                                     | 3,700   | 73%               |
| Landing fees                             | 40,100                                    | 50,500  | 126%              |
| Parking fees                             | -   | 200   | 0%                |
| Gas & oil fuel flow percentage           | 201,100                                   | 168,600   | 84%               |
| % rent-all other gross rec               | 1,741,600                                 | 1,133,800   | 65%               |
| Miscellaneous                            | 26,600                                    | 38,800  | 146%              |
| Total operating revenues                 | <u>\$ 5,082,000</u>                       | <u>\$ 3,904,200</u>                                     | <u>77%</u>        |
| <b>Expenditures:</b>                     |   |   |                   |
| <b>Current:</b>                          |   |   |                   |
| Salaries and wages                       | \$ 1,573,100                              | \$ 913,500  | 58%               |
| Benefits                                 | 1,013,900                                 | 650,600   | 64%               |
| Admin Salary allocated to Oxnard Airport | (292,800)                                 | (166,000)   | 57%               |
| Agricultural                             | 17,200                                    | 7,800   | 45%               |
| Uniforms and clothing                    | 15,000                                    | 11,900  | 79%               |
| Communications                           | 90,100                                    | 43,400  | 48%               |
| Household expense                        | 30,100                                    | 15,000  | 50%               |
| Insurance                                | 33,500                                    | 13,600  | 41%               |
| Indirect county costs                    | 40,900                                    | 20,400  | 0%                |
| Maintenance-equipment                    | 74,800                                    | 19,600  | 26%               |
| Maintenance-building and improvements    | 440,806                                   | 85,700  | 19%               |
| Medical                                  | 2,700                                     | -   | 0%                |
| Memberships and dues                     | 23,300                                    | 4,300   | 18%               |
| Miscellaneous                            | 31,300                                    | 17,700  | 57%               |
| Office expense                           | 51,600                                    | 21,500  | 42%               |
| Professional and specialized services    | 447,184                                   | 233,400   | 52%               |
| Rents and leases - equipment             | 25,300                                    | 25,300  | 100%              |
| Small tools and equipment                | 25,700                                    | 10,600  | 41%               |
| Transportation charges                   | 100,300                                   | 62,900  | 63%               |
| Conference and seminars                  | 65,900                                    | 18,500  | 28%               |
| Utilities                                | 192,400                                   | 150,900   | 78%               |
| Education, books and training            | 15,200                                    | 6,400   | 42%               |
| Taxes and licenses                       | 68,500                                    | -   | 0%                |
| Bad debts                                | 20,000                                    | -   | 0%                |
| Depreciation                             | 1,095,800                                 | 797,700   | 73%               |
| Total operating expenditures             | <u>\$ 5,201,790</u>                       | <u>\$ 2,964,700</u>                                     | <u>57%</u>        |
| Operating income (loss)                  | <u>\$ (119,790)</u>                       | <u>\$ 939,500</u>                                       | <u>-784%</u>      |

**County of Ventura**  
**Airport Enterprise-Camarillo**  
**Budget to Actual**  
**July 1, 2018 thru March 31, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

|  | <b>Adjusted Budget<br/>as of Mar 2019</b> | <b>YTD Actuals &amp;<br/>Accruals thru<br/>Mar 2019</b> | <b>% Variance</b> |
|--|---|---|-------------------|
| <b>Non-operating revenues (expenses):</b>                    |   |   |                   |
| State and federal grants                                     | \$ -                                      | \$ 134,600  |                   |
| Prior Year Revenue   | -   | -   |                   |
| Contribution to Outside Agency                               | (5,000)                                   | -   |                   |
| Gain/Loss Disposal Fixed Asset                               | -   | -   |                   |
| Interest income  | 168,200                                   | 339,700   | 202%              |
| Interest expense   | -   | -   |                   |
| Other loan payments  | -   | -   |                   |
| <b>Total non-operating revenues (expenses)</b>               | <b>163,200</b>                            | <b>474,300</b>  | <b>291%</b>       |
| Income (loss) before transfers                               | 43,410                                    | 1,413,800   | 3257%             |
| <b>Other financing sources (uses):</b>                       |   |   |                   |
| Transfers in   | -   | -   | -                 |
| Transfers Out  | -   | -   | -                 |
| <b>Increase (decrease) in net assets</b>                     | <b>\$ 43,410</b>                          | <b>\$ 1,413,800</b>                                     | <b>3257%</b>      |
| <b>Increase (decrease) in net assets before depreciation</b> | <b>\$ 1,139,210</b>                       | <b>\$ 2,211,500</b>                                     | <b>194%</b>       |

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**County of Ventura**  
**Airport Enterprise-Oxnard**  
**Budget to Actual**  
**July 1, 2018 thru March 31, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

|   | Adjusted Budget<br>as of Mar 2019 | YTD Actuals &<br>Accruals thru<br>Mar 2019 | % Variance |
|---|-----------------------------------|--|------------|
| <b>Revenues:</b>                                |                                   |  |            |
| Permits   | \$ 9,000                          | \$ 2,000                                   | 22%        |
| Fines and penalties                             | 5,100                             | 2,000                                      | 39%        |
| Rents and concessions                           | 100,000                           | 189,800                                    | 190%       |
| Percentage lease rent                           | 164,200                           | 108,600                                    | 66%        |
| Tiedown rents                                   | 1,100                             | 3,400                                      | 309%       |
| Hangar rents                                    | 312,400                           | 241,200                                    | 77%        |
| Land rent - hangars                             | 102,800                           | 77,100                                     | 75%        |
| Transient tiedown rents                         | 900                               | -  |            |
| Landing fees                                    | 16,500                            | 14,200                                     | 86%        |
| Parking fees                                    | 22,500                            | 10,900                                     | 48%        |
| Gas & oil fuel flow percentage                  | 46,000                            | 47,800                                     | 104%       |
| % rent-all other gross rec                      | 488,900                           | 373,300                                    | 76%        |
| Miscellaneous                                   | 200                               | 2,400                                      | 1200%      |
| Total operating revenues                        | <u>\$ 1,269,600</u>               | <u>\$ 1,072,700</u>                        | <u>84%</u> |
| <b>Expenditures:</b>                            |                                   |  |            |
| Current:  |                                   |  |            |
| Salaries and wages                              | \$ 441,400                        | \$ 262,100                                 | 59%        |
| Benefits  | 293,000                           | 265,900                                    | 91%        |
| Admin salaries allocated from Camarillo Airport | 282,800                           | 166,000                                    | 59%        |
| Agricultural                                    | 3,100                             | 400  | 13%        |
| Uniforms and clothing                           | 20,700                            | 4,600                                      | 22%        |
| Communications                                  | 11,300                            | 7,100                                      | 63%        |
| Household expense                               | 13,800                            | 27,300                                     | 198%       |
| Insurance                                       | 8,500                             | 7,300                                      | 86%        |
| Indirect county costs                           | 21,700                            | 10,800                                     | 0%         |
| Maintenance-equipment                           | 44,800                            | 8,000                                      | 18%        |
| Maintenance-building and improvements           | 115,718                           | 45,300                                     | 39%        |
| Medical   | 500                               | -  | 0%         |
| Memberships and dues                            | 4,300                             | 900  | 21%        |
| Miscellaneous expense                           | 20,800                            | 19,800                                     | 95%        |
| Office expense                                  | 8,300                             | 1,900                                      | 23%        |
| Professional and specialized services           | 120,551                           | 45,600                                     | 38%        |
| Rents and leases - equipment                    | 9,600                             | 5,100                                      | 53%        |
| Small tools and equipment                       | 8,200                             | 200  | 2%         |
| Transportation charges                          | 34,100                            | 41,200                                     | 121%       |
| Conference and seminars                         | 52,200                            | 3,100                                      | 6%         |
| Utilities                                       | 94,700                            | 70,700                                     | 75%        |
| Education, books and training                   | 1,300                             | 4,200                                      | 0%         |
| Bad debts                                       | 15,000                            | -  | 0%         |
| Depreciation                                    | 1,085,800                         | 791,000                                    | 73%        |
| Total operating expenditures                    | <u>\$ 2,712,169</u>               | <u>\$ 1,788,500</u>                        | <u>66%</u> |
| Operating income (loss)                         | <u>\$ (1,442,569)</u>             | <u>\$ (715,800)</u>                        | <u>50%</u> |

**Non-operating revenues (expenses):**

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**County of Ventura**  
**Airport Enterprise-Oxnard**  
**Budget to Actual**  
**July 1, 2018 thru March 31, 2019**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

|  | <b>Adjusted Budget<br/>as of Mar 2019</b> | <b>YTD Actuals &amp;<br/>Accruals thru<br/>Mar 2019</b> | <b>% Variance</b> |
|--|---|---|-------------------|
| State and federal grants   | \$ -                                      | \$ 142,600  |                   |
| Prior Year Revenue   | -   | -   |                   |
| Contribution to Outside Agency                                   | -   | -   |                   |
| Gain/Loss Disposal Fixed Asset                                   | -   | -   |                   |
| Insurance Proceeds   | -   | 7,341   |                   |
| Other Loan Interest Payment                                      | -   | -   |                   |
| <b>Total non-operating revenues (expenses)</b>                   | <b>-</b>                                  | <b>149,941</b>  |                   |
| <br>Income (loss) before transfers                               | <br>(1,442,569)                           | <br>(565,859)   | <br>39%           |
| Other financing sources (uses):                                  |   |   |                   |
| Transfers in   | -   | -   | -                 |
| Transfers Out  | -   | -   | -                 |
| <b>Increase (decrease) in net assets</b>                         | <b>\$ (1,442,569)</b>                     | <b>\$ (565,859)</b>                                     | <b>39%</b>        |
| <br><b>Increase (decrease) in net assets before depreciation</b> | <br><b>\$ (356,769)</b>                   | <br><b>\$ 225,141</b>                                   | <br><b>63%</b>    |

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**DEPARTMENT OF AIRPORTS  
2019 MEETING SCHEDULES**

**AAC/CAA/OAA**

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

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

Sh



May 29, 2019

Mr. Rick Fleck  
Camarillo Aircraft Service  
375 B Durley Ave.  
Camarillo, CA 93010

**RE: Camarillo Aircraft Services Lease Expiration**

Dear Rick:

As we have previously discussed, the lease for the premises that Camarillo Aircraft Service occupies at 375 B Durley Avenue (Hangar 3 – Building #247) will expire on June 30, 2019. Please be advised that the County Sheriff's Office has elected to exercise the option in their lease to expand their Air Unit operations into the rest of the hangar upon the expiration of your lease term. As such, the Sheriff's Office expects to gain occupancy of the hangar effective July 1, 2019.

It is staff's understanding that you are in conversations with the Sheriff's Office to potentially remain as a tenant in a reduced portion of the hangar. In the event that you are able to reach an agreement with the Sheriff's Office, please notify us immediately so we can revisit this matter.

The Department of Airports values your company's services and tenancy at this location over the last 20 years. Staff will continue to work with you in regards to your relocation efforts.

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

Sincerely,



Kip Turner C.M.  
Director of Airports

9a



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 11, 2019

Ninyo and Moore  
355 South Grand Ave., Ste. 2450  
Los Angeles, CA 90071

**Subject: Notice to Proceed, AEA No. 19-09  
Consulting Services Contract to  
Prepare a State Water Board Required  
PFAS Investigative Work Plan at Oxnard Airport**

Dear Mr. Wendler:

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

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

All correspondence and invoices should be sent to:

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

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

Sincerely,

Erin Powers  
Projects Administrator

Enclosure

c: Accounting  
File

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June 13, 2019

Charles McLaughlin  
Carolyn Richardson, Controller  
Aspen Helicopters, Inc.  
2899 W. Fifth St.  
Oxnard, CA 93030

RE: Midfield Hangar Door Replacement

Dear Charles and Carolyn:

Thank you for submitting the specifications and price quote for the replacement of the Midfield hangar doors. The County of Ventura Department of Airports agrees to the use of the Para-Port fabric door as you proposed, provided that Aspen agree to the following provisions:

1. Aspen to follow all manufacturer's recommendations for installation and maintenance
2. Aspen responsible for all maintenance of hangar doors
3. Aspen obtains any applicable permits for installation from Ventura County Building and Safety
4. Aspen provides Unconditional upon Final Lien Waiver from supplier/installer upon completion of project.

Please provide us with a copy of your final invoice/costs so that we can track it to your lease Capital Improvement Requirement.

Thank you for your cooperation. Please let me know if you have any questions.

Sincerely,



Jorge Rubio, A.A.E.  
Deputy Director

cc: Kip Turner, Director of Airports  
Madeline Herrle, Lease Manager

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