

county of ventura

Office of the County Executive
Monty C. Lish
County Executive

March 21, 1972

Mr. Paul Wolven
City Manager
P. O. Box 1192
Oxnard, California

Dear Mr. Wolven:

Subject: City/County Airport Agreement

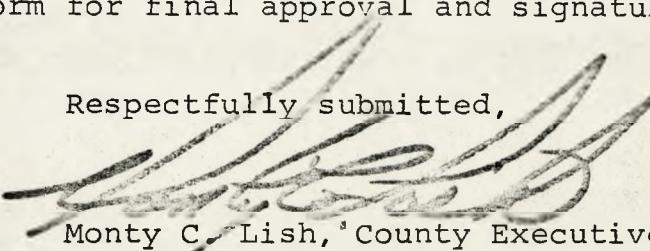
Transmitted herewith, as requested in the City Resolution #5578, is a revised, Board of Supervisors approved, City/County Cooperative Agreement on the operation of the Oxnard Air Force Base. There have been changes made to the document; however, the document is patterned after that submitted to the County by the City on November 3, 1971. These changes are:

1. The term of the agreement has been removed, pursuant to your letter dated November 3.
2. The document calls for co-application for the OAFB by the City and County. It was hoped that this will help resolve the legal question of the document (see Section 1).
3. The operational conditions for the County Airport in Oxnard would apply only after the OAFB has been obtained as an airport (see Section 4).
4. Exhibit "E", "Land Use Impact Area", has been changed to show the 60 CNEL area extended south to Ninth Street.

No other major change has been made to the agreement. The Board of Supervisors did consider the 7 points set forth in your letter of November 3, but felt, with the exception of Items 1 and 2 above, they should not be considered in the document.

The agreement in its present form has not been approved as to its legal sufficiency but only represents the Board of Supervisors acceptance of the points set forth in the document. It would be assumed that with your City Council's acceptance of the document as presented, the City Attorney and the County Counsel could put the document into legal form for final approval and signature by both parties.

Respectfully submitted,


Monty C. Lish, County Executive

MCL/TMV/le

Enc.

County Office Building, Ventura, California 93001 (805) 648-6131

COOPERATIVE AGREEMENT BETWEEN
COUNTY OF VENTURA AND CITY OF OXNARD
REGARDING FORMER OXNARD AIR FORCE BASE

THIS COOPERATIVE AGREEMENT is made and entered into
this _____ day of _____, 1972, by and between the COUNTY
OF VENTURA, a political subdivision of the State of California,
hereinafter called "County", and the CITY OF OXNARD, a municipal
corporation, hereinafter called "City".

WHEREAS, any level of commercial aviation in Ventura
County will be dependent upon County-wide support and, there-
fore, properly a function for the County of Ventura, and

WHEREAS, all of the cities of Ventura County should
provide positive support to an aviation program that is not
detrimental to residents of Ventura County and is subject to
operational controls that respond to periodic evaluations, and

WHEREAS, because of the location of the former Oxnard
Air Force Base and the County-owned Oxnard Airport, the City of
Oxnard has a more direct concern with any actions taken by the
County to use these facilities for civilian aviation, and

WHEREAS, the County and City are empowered to provide
airports and airport facilities under the laws of the State of
California, and

WHEREAS, the parties hereto desire to enter into a
joint agreement for the improvement and protection of the County-
owned airport in Oxnard,

NOW, THEREFORE, the parties hereto do agree as follows:

Elim term of agreement _____ *can be changed anyway*
anytime

1. Oxnard Air Force Base Acquisition

The County shall amend and the City shall join in the County's application to the Federal General Services Administration (GSA) to include the City of Oxnard as a co-applicant for the acquisition of the Oxnard Air Force Base (hereinafter called OAFB) facilities for aviation purposes as provided herein. The County and City shall pursue with diligence those actions necessary to acquire title to and possession of the OAFB in Camarillo for use as a public airport consistent with the terms of this agreement.

2. Operation Standards - OAFB

The County shall operate the OAFB facilities for aviation purposes as provided for herein, subject to the following conditions:

a. Aviation activities shall conform within the estimated CNEL - 60 dB noise contour for use as a commercial aviation facility (1975), according to Figure 2 of the Environmental Impact Study of the Camarillo Airport prepared for the Ventura County Board of Supervisors by Wyle Laboratories and dated October, 1970, which Figure 2 is attached hereto as Exhibit "A" and made a part hereof. Provided, however, the operations of the airport shall not extend the CNEL - 55 dB noise contour as shown on Exhibit A beyond the west line of Oxnard Boulevard.

(1) Those definitions set forth in Section 5006 of the California Noise Standards, adopted by the California Department of Aeronautics, which California Noise Standards are attached hereto as Exhibit "B" and

made a part hereof, shall apply to the terms used in this agreement.

(2) When scheduled air carrier aircraft have commenced to use the airport, a CNEL monitoring system shall be provided. Measured annual CNEL contours shall be compared against the estimated contours in Exhibit "A" for the same operating conditions. From this comparison, effects of local terrain and meteorology can be included in corrections to the estimates in Exhibit "A", which the County then shall use to plan its operations so as to remain within the noise limitations imposed herein.

(3) The establishment and validation of the CNEL = 60 dB noise contour, hereinafter referred to as the noise impact boundary for the airport, shall be as follows:

(a) The noise impact boundary shall be validated by measurements made at locations specified in paragraph (b) herein and according to frequency requirements specified in paragraph (c) herein. These measurements shall be utilized to calculate the daily community noise equivalent levels. These daily CNEL values will then be averaged (on an energy basis) to obtain the annual CNEL at each of the community measurement locations. The

location of the noise impact boundary will be considered valid if the value of the annual CNEL lies within \pm 1.5 dB of the criterion value.

(b) At least ten (10) locations, approximately equidistant, but not exceeding one and one-half (1.5) statute miles separation, shall be selected along the noise impact boundary. The locations shall be selected such that the maximum extent of the boundary be determined with reference to the airport's flight patterns. Two additional boundary monitor locations shall be utilized to determine the measured location of the CNEL - 55 dB noise contour at the maximum eastern and western extent of the contour.

(c) Monitoring shall be scheduled while commercial jet aircraft are using the airport, and the monitoring shall be designed so as to obtain a realistic statistical sample of the noise at each location. As a minimum, measurements shall be taken continuously for 24 hour periods during quarterly seven day samples, chosen such that for each sample, each day of the week is represented and the results account for annual proportion of runway utilization. After at least one year's experience with noise impact boundary monitoring, the specific locations (along the contour) of boundary monitor positions and length of time sample at each position shall be reviewed and revised, as necessary, by consent of both parties to this agreement.

707s

b. (1) Single event noise levels shall not exceed the following limit: At a point 18,000 feet west of the brake release point for westerly takeoffs (corresponding to a point approximately 11,050 feet west of the west end of the runway, excluding the 1,000 foot overrun section), and on the extended center line of the runway:

Maximum noise level = 90 decibels on the A-Scale
or
Maximum SENEL = 102 dB

(2) At the microphone location set forth above, single event noise level measurements (together with aircraft identification provided by the County) shall be made continuously for a minimum of 48 weeks per year. Either the SENEL value or the A-scale maximum reading during aircraft flyby may be selected by the County for monitoring, according to the County's preference and ease of integration with their monitoring system; the County shall not be required to monitor both single-event quantities.

(3) Monitoring equipment for single event noise levels shall be installed within 120 days from commencement by the County of operations at the airport.

c. In addition to conforming with the noise standards, the County shall enter into agreements with commercial airlines using the airport

Only scheduled air carriers don't exceed 14 flights per day

facilities so that their scheduled air carrier jet flights do not exceed 14 flights per day and do not exceed an annual average of 5 flights per hour excluding emergency flights, until such time as experience with flight operations demonstrates that additional flights may be permitted within the noise limits imposed in this agreement. A flight shall constitute one take off and one landing of an aircraft, meaning that 14 scheduled air carrier jet planes could come and go in one day. An in-flight emergency is defined as any condition or set of conditions determined by the pilot in command of an aircraft as being detrimental to the safety of the aircraft, its cargo or occupants.

d. The County shall include in all of its agreements with scheduled air carriers using the airport, and in all agreements with, or regulation of, operators of business jets or non-scheduled jet aircraft, the requirement to conform to the published rules and regulations of the airport (including the single event noise limits).

e. The County shall include in all of its agreements with or regulation of scheduled air carriers using the airport, and with operators of business jets or non-scheduled jet aircraft, a prohibition against the use of jet aircraft between the hours of 10 p.m. and 7 a.m. of any

day excluding emergency flights.

f. The city and the County shall endeavor to establish the most advantageous aircraft flight patterns which will minimize aircraft noise and its impact on surrounding land uses. The County shall provide quarterly the flight patterns used for operation of the airport. The patterns may be revised from time to time in accordance with the intent of this agreement, provided the revisions are acceptable to the Federal Aviation Administration as safe and reasonable for the operation of aircraft in the area.

g. The regulatory provisions of this agreement shall be enforced and monitored including the installation of noise metering equipment. Articles 7 and 14 of the California Noise Standards, Exhibit "B" shall govern the noise monitoring system requirements and the specifications for the noise monitoring system.

h. The County, as proprietor of the airport facility, shall enforce the operating provisions of this Paragraph 3, using the full authority of State statutes and County ordinances to require compliance. As one means to achieving maximum enforcement, the County agrees to diligently seek to obtain California Department of Aeronautics approval of the single event

Co-proprietor

noise limits agreed upon herein, in order that any fine may be imposed as authorized by State statute for violation by aircraft operators. It is the intent of the City and the County that by this agreement the City shall not have assumed nor shall assume any responsibility for operational control of the airport and that operational control of the airport is the sole responsibility of the County as proprietor.

i. The standards established by this agreement are not intended to set noise levels applicable in litigation arising out of claims for damages occasioned by noise. Nothing herein contained in this agreement shall be construed to prescribe a duty of care in favor of, or to create any evidentiary presumption for use by, any person or entity other than the City and the County in the enforcement of these standards.

3. Operation Standard - Oxnard Airport

mlw  If the OAFB is disposed of to the co-applicants for aviation purposes as provided herein, the County shall operate the Oxnard Airport for general aviation and/or limited commercial aviation purposes.

a. Aviation activities boundaries shall be retained within the estimated CNEL = 60 dB noise contour for use as a general aviation airport

according to Case C of Exhibit "C" attached hereto and made a part hereof.

b. The County shall install and operate a monitoring system on the same basis as set for the OAFB in Section 3 of this agreement except that:

(1) Monitoring shall commence within one year from the date of this agreement whether or not commercial jet aircraft are using the airport.

(2) Monitoring equipment for single event noise levels shall be installed within one year from the date of this agreement, and shall be maintained on a trial basis for a period of six months. The actual single event levels obtained during this period shall be used as a basis for establishing practical single event noise levels for the mix of general aviation aircraft using the airport. Thereafter single event noise levels shall be monitored continuously for a period of 48 weeks per year to assure compliance with noise levels established by the County by ordinance or other enforceable regulation.

*Single event
anything
no prohibition
against jets*

c. The County shall include in any agreement with scheduled and non-scheduled air carriers a requirement to conform to the published rules and regulations of the airport.

d. The County by ordinance shall prohibit all

jet aircraft from taking off or landing, except emergency flights, between the hours of 10 p.m. and 7 a.m. of any day. An inflight emergency is defined as any condition or set of conditions determined by the pilot in command of an aircraft as being detrimental to the safety of the aircraft, its cargo or occupants.

4. City/County Airport Land Use Plans

The City and the County each shall develop and maintain their general plans of land use so as to insure continuing compatibility between the uses proposed by the plans within the planning area and the operation of the airport.

a. Oxnard Airport - All planning and land use and/or construction within the area designated in Exhibit "E" shall be in accordance with the "Land Use Compatibility Guide for New Development in an Aircraft Noise Environment," which is attached hereto as Exhibit "D" and made a part hereof.

b. OAFB - All planning and land use and/or construction within the areas designated on Exhibit "F" shall be in accordance with the "Land Use Compatibility Guide for New Development in an Airport Noise Environment" which is attached hereto as Exhibit "D" and made a part hereof.

c. The boundaries set forth in Sections a and b above are separate and distinct from those boundaries set forth in Sections 3 and 4 and shown on Exhibits

"A" and "C" attached hereto and made a part hereof.

5. Major Development of Airports

Any major airport improvements proposed to be made by County, including land acquisition, overlay of existing runway, etc., shall only be undertaken after approval by the City. While the County retains the responsibility for future improvements at the airports, there is a commitment to seek the Council's concurrence.

6. Review Committee

A committee consisting of two members of the County Board of Supervisors and two Councilmen for the City annually shall review the regulatory program and records pertinent thereto for the airports with a view of verifying compliance with this agreement. The County shall make available periodically to the Committee and Oxnard the information obtained from monitoring, information as to the flights to and from the airport, flight patterns, hours of flights and types of aircraft. Oxnard may require the necessary additional monitoring to verify that operations according to the information provided are being conducted within the sound limits imposed herein. The committee may recommend to the parties to this agreement amendments it believes to be in the public interest. The operating conditions in Sections 3 and 4 may be amended by the parties hereto after a public hearing.

7. Adoption of Necessary Laws

The City and the County each agree to adopt any ordinance, resolution, rule or regulation necessary to implement the provisions of this agreement.

8. Default

If at any time one party to this agreement is in default in the performance of any of the covenants, terms and conditions of this agreement, the other party shall give written notice to remedy such default. If said default is remedied within ninety (90) days following such notice, then this agreement shall continue in full force and effect. If the default is not remedied within ninety (90) days following such notice, the non-defaulting party may, at its option, terminate this agreement. Such termination shall not be considered a waiver of damages or any other remedies available to either party because of such default. Except as otherwise provided, each term and condition of this agreement shall be deemed to be both a covenant and a condition.

9. Condition of OAFB Property Transfer

This agreement shall be submitted forthwith to the Federal Aviation Administration, the General Services Administration, and to the Environmental Protection Agency to be made a part of the document of transfer of the former Oxnard Air Force Base to the County. If the Federal Aviation Administration, the General Services Administration, and/or the Environmental Protection Agency disapprove, in whole or in part, this agreement after said airport has been transferred to the County, then the parties hereto shall seek alternate means of assuring compliance with the provisions of this agreement.

10. Proposed Pt. Mugu Airport

The parties hereto agree that the optimum commercial aviation site for unrestricted airport use would be in the Point Mugu-Ormond Beach area, and further agree that the proposed operation set forth in Paragraph 3 above for the

OAFB will meet limited commercial needs through the year 1985. Realizing the limitation beyond the 15-year period, the parties hereto shall take the following actions to determine the feasibility of establishing the ultimate unrestricted commercial aviation site in the Point Mugu-Ormond Beach area.

a. The City and County shall counsel with the Department of Defense and such other Federal and State officers as appropriate to determine the future availability of the Pt. Mugu Navy Station or the possibility of locating a commercial airport immediately to the north of the Pt. Mugu Navy Station in the Ormond Beach area. This action shall respect the military mission of the Pt. Mugu facility.

b. When the City and County agree that an active program to develop commercial aviation facilities in the Pt. Mugu-Ormond Beach area has reasonable expectations of success, an environmental study shall be conducted. The County and the City each agree to contribute five thousand dollars (\$5,000.00) toward the cost of the study; provided, however, the contract for the study shall have been let no later than June 30, 1981. The specifications for such study shall conform to state and federal requirements for environmental impact study. The consultant shall be selected by the County subject to the prior written approval by the City, which approval shall not be unreasonably withheld.

11. Notices hereunder shall be sufficient if mailed or delivered to:

COUNTY: Clerk of the Board of Supervisors
County Administration Building
Ventura, California 93001

CITY: Clerk of the City Council
City Hall
Oxnard, California 93030

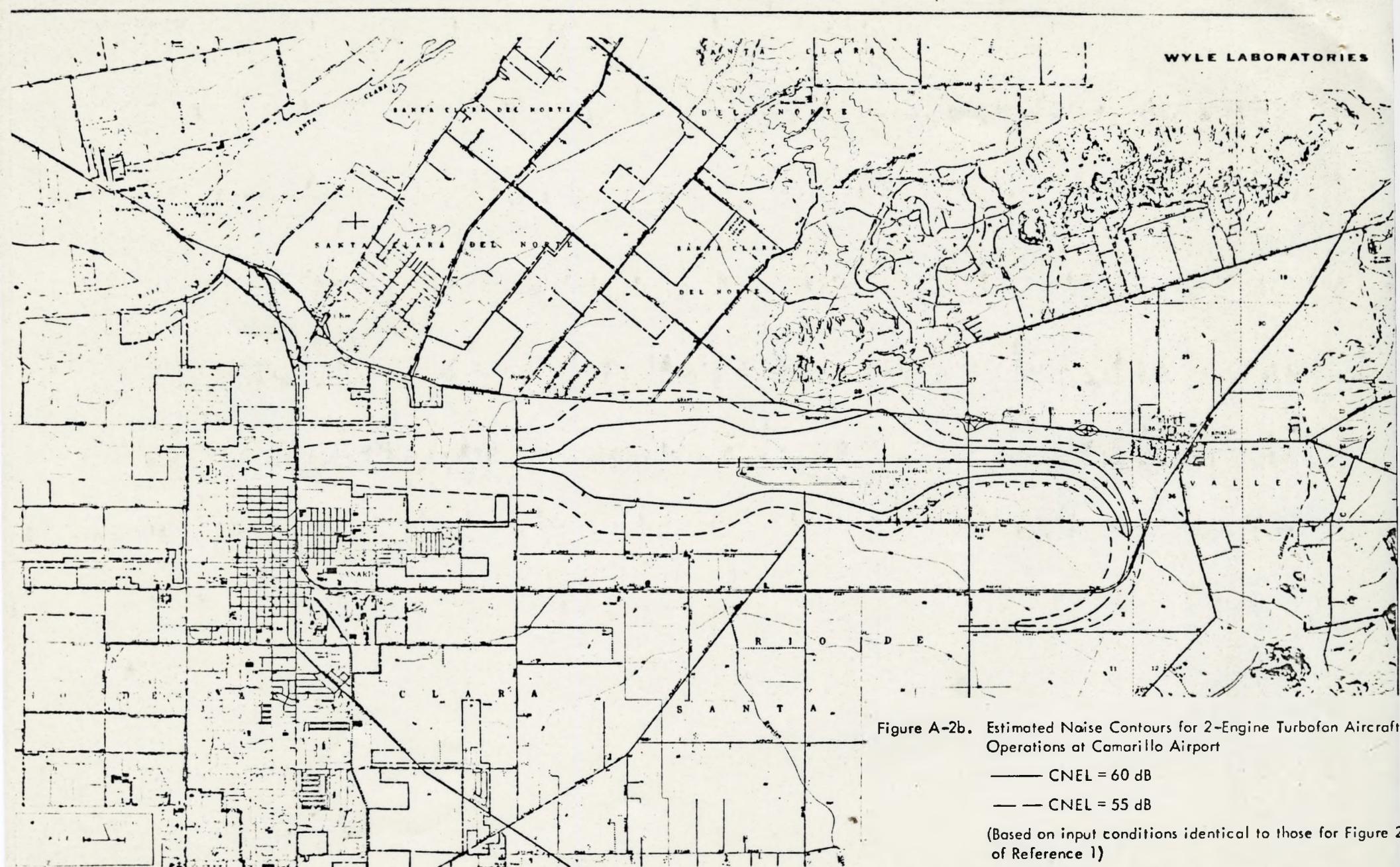
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

CITY OF OXNARD

Dated: _____ By _____
ATTEST: Mayor

COUNTY OF VENTURA

Dated: _____ By _____
Chairman, Board of Supervisors
ATTEST:



SUBCHAPTER 6. NOISE STANDARDS

Article 1. General

5000. Preamble. The following rules and regulations are promulgated in accordance with Article 3, Chapter 4, Part 1, Division 9, Public Utilities Code (Regulation of Airports) to provide noise standards governing the operation of aircraft and aircraft engines for all airports operating under a valid permit issued by the department. These standards are based upon two separate legal grounds: (1) the power of airport proprietors to impose noise ceilings and other limitations on the use of the airport, and (2) the power of the state to act to an extent not prohibited by federal law. The regulations are designed to cause the airport proprietor, aircraft operator, local governments, pilots, and the department to work cooperatively to diminish noise. The regulations accomplish these ends by controlling and reducing the noise in communities in the vicinity of airports.

NOTE: Authority cited: Section 21669, Public Utilities Code. Reference: Sections 21669-21669.4, Public Utilities Code.

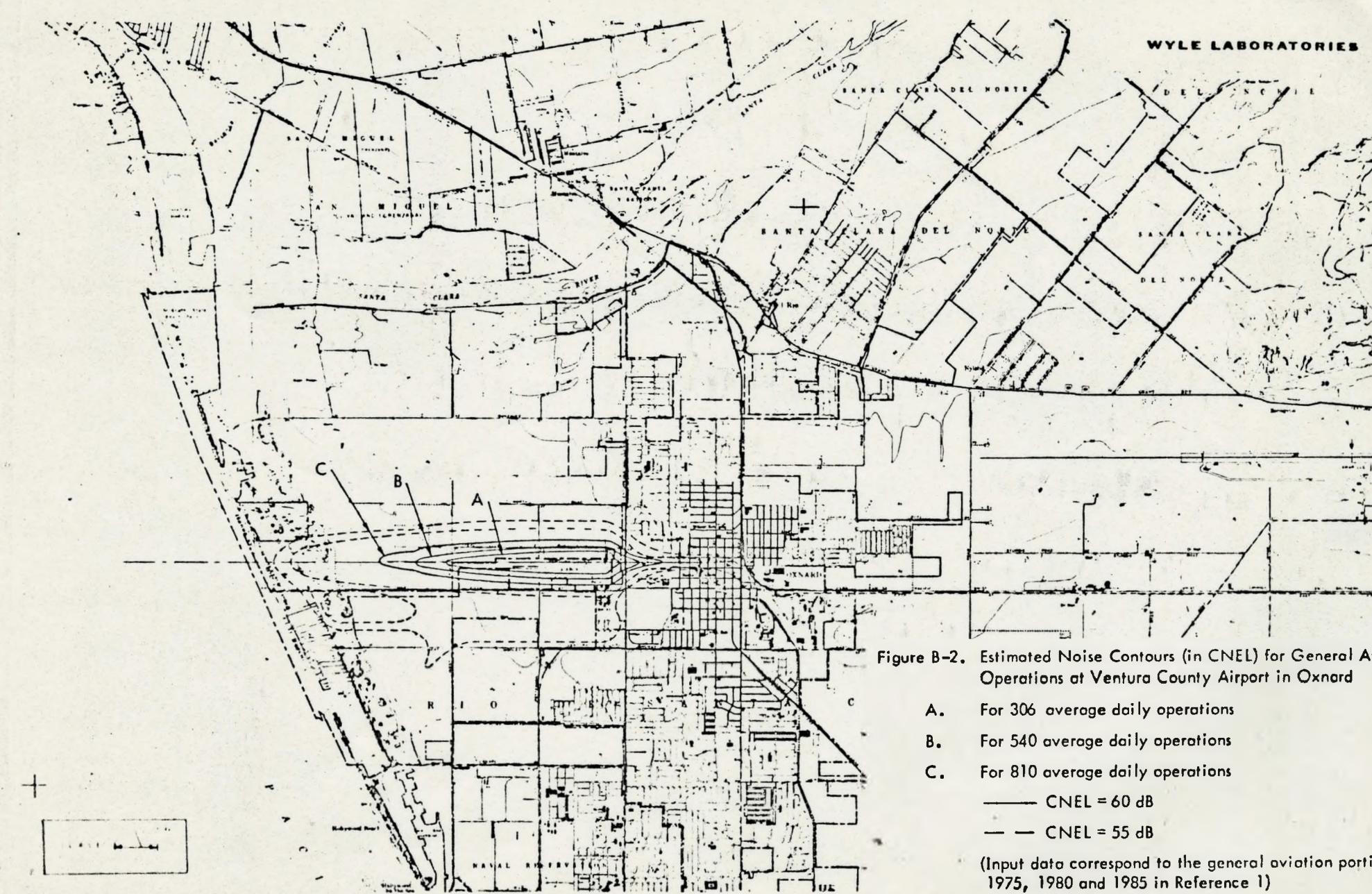
History: 1. New Subchapter 6 (§§ 5000-5006, 5010-5014, 5020-5025, 5030-5032, 5035, 5040, 5045-5048, 5050, 5055, 5060-5064, 5065, 5070, 5075, 5080, 5080.1-5080.5) filed 10-25-70; designated effective 12-1-71 (Register 70, No. 48).

5001. Liberal Construction. This subchapter shall be liberally construed and applied to promote its underlying purposes which are to protect the public from noise and to resolve incompatibilities between airports and their surrounding neighbors.

5002. Constitutionality. If any provision of this subchapter or the application thereof to any person or circumstance is held to be unconstitutional, the remainder of the subchapter and the application of such provision to other persons or circumstances shall not be affected thereby.

5003. Provisions Not Exclusive. The provisions of this subchapter are not exclusive, and the remedies provided for in this subchapter shall be in addition to any other remedies provided for in any other law or available under common law. It is not the intent of these regulations to preempt the field of aircraft noise limitation in the state. The noise limits specified herein are not intended to prevent any local government to the extent not prohibited by federal law or any airport proprietor from setting more stringent standards.

5004. Applicability. These regulations establish a mandatory procedure which is applicable to and at all existing and future potential airports in California which are required to operate under a valid permit issued by the department. These regulations are applicable (to the degree not prohibited by federal law) to all operations of aircraft and aircraft engines which produce noise. Only those airports which shall have been determined to have a noise problem (in accordance with Section 5050) will be required to perform noise monitoring.



LAND USE COMPATIBILITY GUIDE FOR NEW DEVELOPMENT
IN AN AIRCRAFT NOISE ENVIRONMENT

Land Use Category	Noise Sensitivity Code ¹	Approximate CNEL Range for Compatible Use							
		55	60	65	70	75	80	85	90
1. Residential - Single and Two Family Homes, Mobile Homes	1		A						
2. School Classrooms, Libraries, Churches, Hospitals, Nursing Homes, et cetera	1		A		B				
3. Auditoriums, Concert Halls, Outdoor Amphitheaters, Music Shells	1			D					
4. Residential - Multiple Family Apartments, Dormitories, Group Quarters, Orphanages, Retirement Homes, et cetera	2		A		B				
5. Transient Lodging - Hotels, Motels	3		A		B			C	
6. Playgrounds, Neighborhood Parks	3		A						
7. Sports Arenas, Out-of-door Spectator Sports	3			D					
8. Office Buildings, Personal, Business and Professional Services	3								
Commercial - Retail, Movie Theaters, Restaurants	3		A		B			C	
Manufacturing - Noise Sensitive/ Communications - Noise Sensitive	3								
9. Golf Courses, Riding Stables, Water-Based Recreational Areas, Cemeteries	4			A					
Livestock Farming, Animal Breeding	4								
10. Commercial - Wholesale & Some Retail, Industrial/Manufacturing, Transportation, Communications & Utilities	5		A		B			C	
11. Agriculture (Except Livestock Farming) Mining, Fishing	5							A	

Descriptors A, B, C and D are defined on page 2 of Exhibit "D".