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NOTICE IS HEREBY GIVEN that the Regular Meeting of the Aviation Advisory Commission will be held on:

Monday                      July 10, 2017                      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 5, 2017
4. PUBLIC COMMENT PERIOD - Citizens wishing to speak to the Commission on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of **three** minutes per item.

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

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

5. UNFINISHED BUSINESS – None
  6. NEW BUSINESS
- A. Subject: Approve Updated Private and County Hangar Lease Agreements

## **Recommendations:**

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

1. Approve the Updated Private and County Hangar Lease Agreements, as attached; and,
2. Authorize the Director of Airports to Terminate the existing Private and County Hangar Lease Agreements and Execute the Updated Agreements.

**B. Subject: Authorize the Director of Airports, or His Designee, to Accept and Sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-035-2017, When Offered, in an Estimated Amount of \$261,000, Which Will Provide Funds for an Update to Oxnard Airport's Master Plan Narrative Report and Airport Layout Plan; Authorize the Director of Airports to Apply for, Accept, and Sign for a Matching Funds Grant from Caltrans, If Offered; and Authorize County Counsel to Execute the Certificate of Sponsor's Attorney Required by FAA Grant Agreements.**

## **Recommendations:**

Staff requests that your Commission/Authorities 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. 3-06-0179-035-2017, when offered, in an estimated amount of \$261,000, which will provide funds for an Update to Oxnard Airport's Master Plan Narrative Report and Airport Layout Plan;
2. Authorize the Director of Airports, or his designee, to apply for, accept, and sign for a matching funds grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA grant agreements.

## **7. REPORTS**

Monthly Activity Report – May 2017  
Monthly Noise Complaints – May 2017  
Airport Tenant Project Status – June 2017  
Project Status – June 2017  
Rotation Schedule  
Meeting Calendar

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

## **9. CORRESPONDENCE**

Notice dated May 30, 2017 from Nick Martino to Camarillo County Hangar Tenants C-233 through C-281 re: Electrical Upgrade Project

Letter dated May 31, 2017 from Todd McNamee to Lisa Cline, Oxnard School District re: Comments on Oxnard School District's Notice of Preparation (NOP) of an Environmental Impact Report (EIR) for the Doris Patterson Educational Facilities Project

Letter dated June 1, 2017 from Erin Powers to Mark Malone re: Hangar C-280 Improvements at Camarillo Airport

Letter dated June 5, 2017 from Erin Powers to Richard Miller, Resource Environmental re: Bid Protest for Camarillo Airport – Demolition of Buildings at 500 Eubanks Street

Letter dated June 12, 2017 from Erin Powers to C&W Construction Specialties, Inc. re: Contract for Camarillo Airport – STORAGE YARD PERIMETER FENCES & GATES

Letter dated June 12, 2017 from Erin Powers to Standard Demolition, Inc. re: Contract for Camarillo Airport – DEMOLITION OF BUILDINGS AT 500 EUBANKS STREET

Letter dated June 16, 2017 from Erin Powers to Matthew Johnston, Executive Hangars West Board re: Final Plan Review and Project Approval for Interior Hangar Modifications to Unit No. 9, Located in the Executive Hangars West Development at Oxnard Airport

Letter dated June 19, 2017 from Erin Powers to Jane Montague, Lewis Engineering re: Notice to Proceed for Camarillo Airport – VIEWPORT IMPROVEMENTS

Camarillo Airport Hangar Owners Association (CAHOA) Newsletter dated June 21, 2017

Email regarding Camarillo Airport Hangar Owners Association (CAHOA) Newsletter dated June 22, 2017

Letter dated June 22, 2017 from Erin Powers to Oilfield Electric Company re: Notice to Proceed for Camarillo Airport – HANGAR ELECTRICAL IMPROVEMENTS, Central Hangar Area

Letter dated June 22, 2017 from Erin Powers to C&W Construction Specialties, Inc. re: Notice to Proceed for Camarillo Airport – STORAGE YARD PERIMETER FENCE & GATES

Letter dated June 22, 2017 from Erin Powers to Standard Demolition, Inc. re: Notice to Proceed for Phase 1 Work, Mobilization Camarillo Airport – DEMOLITION OF BUILDINGS AT 500 EUBANKS STREET

Letter dated June 22, 2017 from Erin Powers to Tim Ryan, Criterion Environmental, Inc. re: Notice to Proceed for Camarillo Airport – ENVIRONMENTAL MONITORING, Demolition of Buildings at 500 Eubanks Street

Notice dated June 23, 2017 from Department of Airports to Camarillo and Oxnard Hangar Tenants re: Updating Private and County Hangar Lease Agreements

Email dated June 29, 2017 from Concerned Hangar Owners to Todd McNamee regarding Concerned Hangar Owners

Letter dated June 30, 2017 from Richard Miller, Law Offices of Richard T. Miller to Todd McNamee re: OBJECTIONS TO PROPOSED NEW HANGAR LEASE AGREEMENT

**10. MISCELLANEOUS HANDOUTS – None**

**11. INFORMATION**

Miscellaneous articles of interest

**12. COMMISSION COMMENTS** - Comments by Commission members on matters deemed appropriate.

**13. ADJOURNMENT**

The next regular Commission meeting will be on Monday, August 7, 2017 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.

## AVIATION ADVISORY COMMISSION

### MINUTES

June 5, 2017

#### 1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Chair, Adriana Van der Graaf, called the meeting to order at 7:00 p.m. and led the pledge of allegiance.

#### 2. ROLL CALL

##### PRESENT

Maggie Bird  
Harvey Paskowitz  
Adriana Van der Graaf  
Bobby Williams  
Jerry Miller  
Bruce Hamous  
James Flickinger

*Excused (E)*  
*Late (L)*

##### ABSENT

Gary Jacobs  
Mark Sandstrom (E)  
Steve Weiss (E)

#### 3. APPROVAL OF MINUTES – April 3, 2017

***Harvey Paskowitz moved to approve the April minutes and Maggie Bird seconded the motion. All others voted in favor and the motion passed unanimously.***

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

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

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

A member of the Camarillo Airport Hangar Owners Association requested confirmation that the subleasing matter is going forward at next month's Commission meeting as an action item.

The interim president of the Camarillo Airport Hangar Owners Association requested permission for the Commission to hear the Association's presentation on subleasing before action is taken regarding the revised private hangar lease agreement at next month's Commission meeting.

## **5. UNFINISHED BUSINESS**

None.

## **6. NEW BUSINESS**

### **A. Subject: Proposed Oxnard Senior Center located at 2500 West 5<sup>th</sup> Street, Oxnard, CA**

#### **Recommendations:**

Staff requests that your Commission/Authority provide comments to the City of Oxnard (City) regarding the proposed Senior Center and that your Commission/Authority endorse the following recommendations from the Department of Airports (DOA):

1. Find the project is an unacceptable land use, and therefore inconsistent with the adopted Airport Comprehensive Land Use Plan (ACLUP); and
2. Recommend that the City find an alternative site that meets the compatibility guidelines of the ACLUP; and
3. Recommend that should the City choose to overrule the findings of the DOA, your Commission/Authority, and the Airport Land Use Commission as described in PUC Section 21676, then the City shall be required to grant the County an aviation easement over the parcel and restrict structural coverage of the parcel to 50% as depicted in the ACLUP.

Two members of the Oxnard Recreation Center for Adults and Seniors spoke in support of the senior center. A representative from the City of Oxnard requested that the senior

center project be found consistent with the Land Use Plan.

Director Todd McNamee shared that the Ventura County Transportation Commission acting as the Airport Land Use Commission voted to find this project inconsistent with the Land Use Plan due to the fact that the Land Use Plan prohibits certain uses within the Traffic Pattern Zone (a map of the Traffic Pattern Zone is provided in the meeting materials). Director McNamee supports the decision of the Transportation Commission and he also provided additional background on the item.

A general discussion took place. Additional information was sought from the City of Oxnard representative regarding the project site location. It was clarified that other sites were recommended in the master plan however the Senior Commission decided to move forward with the location on 5<sup>th</sup> Street.

***Harvey Paskowitz moved to approve staff's recommendations and Maggie Bird seconded the motion. All others voted in favor and the motion passed unanimously.***

**B. Subject: Authorize the Director of Airports to Award Annual Consulting Services Contracts for FY 2017-2018**

**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 2017-2018 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 his designee to issue work orders against such annual consulting contracts.

Projects Administrator Erin Powers provided background on this item and responded to questions from the Commission.

***Jerry Miller moved to approve staff's recommendations and Maggie Bird seconded the motion. All others voted in favor and the motion passed unanimously.***

**C. Subject: Approve the Plans and Specifications for the Camarillo Airport Demolition of Buildings at 500 Eubanks Street Project, Including Addendum No. 1; Waive Any Minor Irregularities in the Bid; Delegate**

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**Authority to the Director of Airports, or His Designee, to Award a Contract in an Estimated Amount of \$350,000, on the Basis of the Lowest Responsible Bid; Authorize the Director of Airports, or His Designee, to Execute the Subject Contract; Find the Project Categorically Exempt from the California Environmental Quality Act; and Authorize the Director of Airports to File a Notice of Exemption. Project No: CMA-212; Specification No: DOA 17-04**

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

1. Approve the plans and specifications (Attachment 1) for the Camarillo Airport Demolition of Buildings at 500 Eubanks Street, including Addendum No. 1 (Attachment 2); and
2. Waive any minor irregularities in the bids; and
3. Delegate authority to the Director of Airports, or his designee, to award a contract in an estimated amount of \$350,000, on the basis of the lowest responsible bid; and
4. Authorize the Director of Airports, or his designee, to execute the subject Contract (Attachment 3); and
5. Find the project categorically exempt from CEQA (California Environmental Quality Act) and that none of the exceptions set forth in Section 15300.2 of the State CEQA guidelines apply; and
6. Authorize the Director of Airports to record a notice of exemption.

Projects Administrator Erin Powers provided background on this item and shared that bids opened after this item was submitted in the meeting packets. Ms. Powers also shared that a bid protest was received. Staff responded to the bid protest and still plans to take this item to the Board of Supervisors for approval on June 20, 2017. Based on the outcome of the bids, Ms. Powers requested that Recommendation #3 be amended to reflect that a contract be awarded to Standard Demo in an amount of \$296,721. She also responded to questions from the Commission.

***Maggie Bird moved to approve staff's recommendations noting the revision to Recommendation #3 and Jerry Miller seconded the motion. All others voted in favor and the motion passed unanimously.***

**D. Subject: 2<sup>nd</sup> Amendment to Lease between the County of Ventura and Airport Properties Limited, LLC**

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

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1. Approve a lease amendment between the County of Ventura and Airport Properties Limited, LLC, which clarifies the future use of utilities serving the initial premises and the option properties; and
2. Authorize the Director of Airports to execute the lease amendment on behalf of the County.

Director McNamee provided background on this item. No questions were posed by the Commission.

***Harvey Paskowitz moved to approve staff's recommendations and Maggie Bird seconded the motion. All others voted in favor and the motion passed unanimously.***

## **7. REPORTS**

Monthly Activity Report – March, April 2017  
Monthly Noise Complaints – March, April 2017  
Airport Tenant Project Status – May 2017  
Project Status – May 2017  
Financial Statements Period Ended – March 31, 2017  
Financial Statements First, Second & Third Quarter – FY 2016/2017  
Rotation Schedule  
Meeting Calendar

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

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

Director McNamee provided an update on the AOPA Fly-In that took place on April, 28-29, 2017 and went over a PowerPoint presentation.

Mr. McNamee also distributed a letter dated May 31, 2017 that he previously sent to Lisa Cline at Oxnard School District regarding staff's comments on an Environmental Impact Report for the Doris Patterson Educational Facilities Project. He shared that the letter did not make it in the meeting materials however he wanted to make the Commission aware of the letter.

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

## **9. CORRESPONDENCE**

Letter dated March 23, 2017 from Erin Powers to Bergelectric Corporation re: Forms for FINAL PAYMENT: Camarillo Airport – RW 26 PAPI BOX #2 REPLACEMENT

Letter dated March 28, 2017 from Jorge Rubio to Ronnie Amrany, Casamba Holdings, LLC re: Proposed Alert Hangars' Improvement

Notice dated April 1, 2017 from Nick Martino to All East End Hangar Tenants re: AOPA Fly-In at Camarillo Airport April 28-29, 2017

Letter dated April 11, 2017 from Erin Powers to Patricia Wright, Federal Aviation Administration re: Proposed Overall Annual DBE Goal Setting Methodology for Federal Fiscal Years 2016-2018 for the County of Ventura, Department of Airports

Letter dated May 2, 2017 from Jorge Rubio to Camarillo Airport Tenant re: High Speed Fiber Internet on Camarillo Campus

Letter dated May 8, 2017 from Erin Powers to Super Seal & Stripe re: Notice to Proceed for Oxnard Airport – MISC TAXIWAY D RESTRIPIING

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

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

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

#### **11. INFORMATION**

Miscellaneous articles of interest.

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

#### **12. COMMISSION COMMENTS**

Chair, Adriana Van der Graaf, requested that Director McNamee work with the Camarillo Airport Hangar Owners Association to identify a specific listing of hangars that the Association believes were forced sales.

#### **13. ADJOURNMENT**

There being no further business, the June 5, 2017 meeting of the Aviation Advisory Commission was adjourned at 8:30 p.m.

TODD L. McNAMEE, AAE  
Administrative Secretary

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July 10, 2017

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

**Subject: Approve Updated Private and County Hangar Lease Agreements**

**Recommendations:**

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

1. Approve the Updated Private and County Hangar Lease Agreements, as attached; and,
2. Authorize the Director of Airports to Terminate the existing Private and County Hangar Lease Agreements and Execute the Updated Agreements.

**Discussion:**

At your November 2016 meetings, your Commission/Authorities conducted a policy review of the current Private Hangar Owner Lease/License Agreement (Attachment 1) based on public comment made by hangar owners wishing to be permitted to sublease their hangars.

Your Commission provided input on commercial lease versus storage lease, term, and possible remedy of opposing positions through mediation. Your Airport Authorities stated that the Lease was satisfactory and that staff should consider circumstances on a case-by-case basis when considering enforcement action for noncompliance. Specifically, your Authorities did not seek to allow subleasing of the private hangars, and therefore staff took no further action.

At the March 2017 meetings, a request was made by members of the Camarillo Airport Hangar Owners Association (CAHOA) to review the possibility of amending the current Private Hangar Owner Lease/License Agreement to allow subleasing of private hangars as an action item, which was granted by the Chair of the Commission. The Director of Airports has authority delegated by the Board of Supervisors to execute

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lease agreements of five (5) years or less administratively. The current Private Hangar Owner Lease/License Agreement, although month to month, has been in place for many years. Therefore, staff believes it appropriate to take this item to the Board for approval.

Since the March 2017 Commission/Authority meetings, staff has met with members of the CAHOA Board and agreed to take this opportunity to update obsolete language, to reflect existing practices, and to ensure the Lease Agreement is consistent with FAA's Policy on Non-Aeronautical Use of Hangars. Staff also sought to better understand the reasons for their request to sublease, which were stated as follows:

- Want to accommodate those on the waiting list.
- Gives time to sell hangar and eases cost while hangar is empty.
- Want to keep hangar for my children who might want to fly later in life.
- Sentimental attachment to hangar.
- Santa Paula Airport allows it.

Staff's response shared with members of the CAHOA Board are as follows:

Want to accommodate those on the waiting list.

The Department of Airports is not recommending to change the policy to allow subleasing of hangars, and is currently working to build new hangars to accommodate those on the hangar waiting list. The County is prepared to purchase private hangars as they become available and place someone from the waitlist into the hangar.

Gives time to sell hangar and eases cost while hangar is empty.

Temporarily subleasing hangars does not assist with the hangar waiting list unless the subtenant is pulled from the list AND is the one who purchases the hangar. Otherwise the subtenant will have to be removed from the hangar when the hangar is sold to another party. The County is prepared to purchase private hangars as they become available and place someone from the waitlist into the hangar.

Want to keep hangar for my children who might want to fly later in life.

As a hangar owner, one may sell their aircraft prior to selling their hangar. They can remain compliant by keeping the aircraft AND the hangar, or replace the aircraft with a less expensive one such as a Cessna 150 or the like. However, compliance is needed to remain in good standing to eventually transfer the hangar to their heirs.

Sentimental attachment to hangar.

Staff understands their position, but does not believe it is appropriate to formulate public policy based on sentimental attachment.

Santa Paula Airport allows it.

Santa Paula Airport is privately owned. Hangar owners there also own the land. Further, after discussing with the airport manager, while it has not created an

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overwhelming problem at the airport, they prefer hangar owners to be the active party in the hangar and not to sublease.

Many other reasons are offered to not allow subleasing:

- Since the early days of the two County airports opening, the main purpose of providing access for hangar space, whether through County hangars or private hangars, was to enable local pilots to have a place to store and operate their aircraft, not to provide “profit producing rental properties” to tenants.
- Airports sublease survey (Attachment 2) – industry standards and best practices do not allow subleasing.
- Policy has existed for decades and served the airport well.
- The Department of Airports operates as an Enterprise Fund. The Department is responsible for managing its assets to be financially sustainable and serve the flying public. Allowing subleasing would create unnecessary competing property management and potential conflicts.
- Not good practice for land under public trust, subleasing presents tenant separation/absentee landlord issues that could interfere with our obligation to abide by FAA assurances and land-grant conditions.
- Basing policy on sentimental attachment is not good practice.
- Devalues large investment in new county hangars.
- Can’t do for existing owners without offering to others – possible discrimination.
- Creates administrative burden to ensure compliance.
- Subleasing is allowed in commercially developed hangars with reversion.

Options discussed with members of the CAHOA Board include:

1. County purchases private hangar when it comes up for sale. There is a current appraisal available that offers a price range for private hangars at the two County Airports. The County would offer appraised value for the hangar, with consideration given to a facility inspection to determine the overall condition of the hangar and possible repairs needed.
2. The lease would terminate and a commercial lease would be executed, which would allow for subleasing, reduced rent, and require reversion of ownership at the end of lease term. A commercial lease spreadsheet (Attachment 3) was provided to CAHOA Board members. These terms are consistent with other commercial leases on the airports, particularly the Airport Properties Limited lease at Camarillo Airport and the Executive Hangars West lease at Oxnard Airport for small hangar development and aircraft storage.
3. A “cash out” option was provided where a current hangar owner/tenant would sell their hangar to the County at appraised value, and then remain in the hangar as a county tenant paying county hangar rental rate. This option may be appealing for

someone in want or need of cash, or someone that no longer wishes to be a hangar owner and allows them to continue as a hangar tenant at the airport.

4. CAHOA proposal to sublease. At one of the meetings, CAHOA offered a solution that permitted a longer period of time to be out of compliance that would allow subleasing, and stated six months to a year for the time frame. This was to address cases where a hangar owner may be between aircraft or is addressing issues obtaining the necessary medical certificate to be able to fly. CAHOA representatives are now proposing something with much longer term (10 to 20 years) which essentially results in a commercial subleasing use of the hangar. This agreement establishes a sales price for the County to purchase the hangar, and obligates the hangar owner to sell the hangar to the County. Detailed information on this proposal will be provided by CAHOA representatives.

Should subleasing be permitted under one of the above scenarios, staff believes it will result in a separate agreement and therefore is not recommending subleasing be incorporated into the proposed updated agreements.

As previously mentioned in this letter, staff also took this opportunity to review the current Lease Agreement to remove obsolete requirements. Specifically, the updates address the practice of additional stored aircraft, the ability to store a motor vehicle along with an aircraft, and to make the Agreement consistent with the FAA's Policy on Non-Aeronautical Use of Hangars. Staff also added a first right of refusal, an inspection requirement for code violations before the hangar can be sold (section 2), and a maintenance section (section 24).

Additionally, staff reviewed other airport lease agreements, including the Santa Barbara Airport Lease Agreement (Attachment 4) at the recommendation of County Counsel, and in order to bring the agreement to the 21<sup>st</sup> Century, staff has incorporated language found in those agreements into the County of Ventura Lease Agreement. These changes can be found in the Updated Private Hangar Lease Agreement (Attachment 5).

Staff has extensively researched various aspects of the current lease agreement and the matter of subleasing hangars. After much consideration and analysis, staff requests that your Commission/Authorities recommend the Board of Supervisors approve an updated Private Hangar Lease Agreement as provided in Attachment 6, and to not change the long standing policy prohibiting the subleasing of hangars.

Finally, staff also requests that your Commission/Authorities recommend that the Board of Supervisors approve an updated County Hangar Lease Agreement that incorporates the applicable language that is approved for the updated Private Hangar Lease Agreement. A copy of the current County Hangar Lease Agreement is available for your review (Attachment 6) and an updated County Hangar Lease Agreement that

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mirrors the changes made to the Private Hangar Agreement, where applicable, is attached (Attachment 7).

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



TODD L. McNAMEE, AAE  
Director of Airports

Attachments:

1. Current Private Hangar Owner Lease/License Agreement
2. Airport sublease survey
3. Commercial lease spreadsheet
4. Santa Barbara Airport Agreement
5. Updated Private Hangar Lease Agreement
6. Current County Hangar Lease Agreement
7. Updated County Hangar Lease Agreement

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# ATTACHMENT 1

## PRIVATELY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

THIS AGREEMENT made and entered into the day, month, and year last below written by and between "Lessee" and COUNTY OF VENTURA, a body corporate and politic, hereinafter referred to as "LESSOR".

### WITNESSETH:

1. Lessor, in consideration of the mutual covenants herein and full performance of the acts herein to be performed by aircraft in a relocatable aircraft storage hangar determined to be the property of said Lessee as evidence by the manufacturer's sales contract, a copy of which will be filed with the Lessor. The precise placement of storage area shall be subject to the discretion and modification of the Lessor.
2. The term of this agreement shall commence on the day, month, and year last below written and shall extend for a period of one (1) calendar month with automatic renewal upon the same terms and conditions as may be modified from time to time or terminated as herein provided.
3. Either party hereto may cancel the Lease for any reason by giving thirty (30) days prior written notice by certified mail to the other party.
4. Lessor may terminate this Lease at any time and without prior written notice in the event of violations of laws, rules, regulations, or the lawful instruction of Airport servants or agents, or in the event of the disregard or breach of any of the terms or conditions herein.
5. Lessee hereby releases and discharges Lessor from all claims and demands by Lessee for loss of or damage to Lessee's property and agrees to indemnify Lessor against and save Lessor harmless from all costs and expense, including attorney's fees, and all liability, claims and demands of others for loss of or damage to property or injury to or death of persons, which may result directly or indirectly from any operation under this Lease. Lessee agrees to pay Lessor in full and promptly upon demand for any and all loss of or damage to Lessor's property cause by or resulting from any operation of Lessee hereunder or in connection herewith.
6. Lessee hereby grants to Lessor a lien against hangar, aircraft, and all personal property which Lessee may, from time to time, store upon the premises. This lien shall exist and continue for all unpaid amounts which Lessee may owe Lessor, from time to time, and the assertion of the lien shall not relieve Lessee from the obligations to pay the monthly fees as herein provided. In the event Lessee does not fully and immediately discharge all unpaid amounts, Lessor is hereby granted and shall have the right to take and recover possession of Lessee's aircraft storage hangar and satisfy its lien in accordance with Section 1208.61 through 1208.70 inclusive of the Code of Civil Procedures of the State of California and Lessor may also take



and recover possession of aircraft and personal property stored, without notice or other action, and exercise its lien against the same and, in addition thereto, have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar or personal property and assertion of the lien.

7. Lessor will not be responsible for theft, loss, injury, damage, or destruction of the hangar property thereon or therein, or accident, or injury to Lessee, it being specifically understood that the amount of charges fixed for this Lease is for the privilege of storage only.
8. Assigned hangar space shall be used only for storage of aircraft, equipment, and supplies for minimum owner maintenance of said aircraft. Motor vehicles may be parked only in public parking lots or Lessee's assigned aircraft storage area. Conditions may arise where it may be necessary for the Lessor to withdraw temporarily or permanently, without prior notice, the privilege of parking motor vehicles in the assigned storage area.
9. Lessee acknowledges that he has read and received "Policy Statement, Aircraft Storage Hangars" and agrees to abide by all the rules and regulations contained therein or as may be amended from time to time.
10. Lessee may not conduct any commercial activity on the premises and the aircraft located in said storage area shall not be used for commercial activity. Such use constitutes grounds for termination of this Lease, unless Lessee secures prior written consent of the Lessor.
11. If Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than at repair facilities established at the Airport, Lessee shall give written notice of such intention prior to commencement of any work. Said notice shall state the name, address, and qualification of such person, and Lessor shall have the right to refuse to permit or to stop any work. This shall not limit the aircraft owner to pilot's right to do work on his own aircraft as permitted by the Federal Aviation Regulations in areas on the airport approved by the Airports Administrator.
12. Lessee shall not by his own or his agent's actions cause any increase in the Lessor's insurance rates or damage to the Lessor's property. The use of power tools which in any way increases the hazard of fire is strictly prohibited. Any use of the storage areas shall conform to all airport rules and regulations, and local building and fire codes.
13. The use of combustible chemicals, cleaning solvents, stripping, washing, painting, welding, or repairs to the fuel system in or adjacent to the storage area is strictly prohibited. Lessee may perform the foregoing only in a location assigned by the Lessor.
14. Lessee shall not exercise the right granted herein in any manner which would interfere with the departure and arrival of aircraft.

15. Lessee shall permit Lessor's authorized agents free access to the aircraft storage hangar area at all reasonable times for the purpose of inspection or for making necessary improvements. This will include all annual inspection of Lessee's fire extinguisher.
16. Lessee shall not make or cause to be made any alteration to the storage area without first securing the written consent of Lessor's authorized agent and then only upon the terms set by said agent.
17. Waiver of any provision herein or of the regulations governing the use aircraft storage hangar shall not be deemed a continuing waiver of any other provision or regulation.
18. The privilege conveyed herein may be subject to real property taxation and/or assessment. In such event, Lessee shall pay before delinquency all taxes or assessments which at any time may be levied by the State, County, City, or any other tax assessment levying body upon the leased premises and any improvements or fixtures located thereon. Lessee shall also pay all taxes, assessments, fees, and charges on all merchandise fixtures and equipment owned or used thereon.
19. THIS LEASE IS PERSONAL TO THE LESSEE, AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED.
20. Lessee shall notify Lessor in writing within ten (10) days of any change in aircraft ownership or substitution of aircraft. Should Lessee dispose of his aircraft, by sale or circumstances, his hangar shall not remain vacant for more than ninety (90) calendar days.
21. The aircraft storage hangar shall be occupied by an aircraft registered to the Lessee as reflected on the signed lease agreement. Registration of aircraft will be determined by Federal Aviation Administration records.
22. If Lessee elects to sell the hangar in place he shall, before consummating the sale to a private buyer, be assured by the Airports Administrator or his agent that the prospective buyer is the registered owner of the aircraft to be stored in the subject hangar immediately after acquisition. Furthermore, seller shall, as a condition of the sale, appear before the Airports Administrator or his agent with the prospective buyer for the purpose of terminating the prior lease agreement and executing a new agreement. Failure to do so will place the buyer in the untenable position of occupying space on County property without authorization to do so, and will result in legal action as appropriate.
23. Lessee shall equip the hangar with a fire extinguisher appropriately mounted for easy access. The size and type to be determined by the County Fire Department. The size and type to be no less that 5 lb. all-purpose type filled with ABC dry chemical.
24. Lessee agrees to pay as consideration the posted monthly lessee fee in advance within fifteen (15) days after the first (1<sup>st</sup>) day of each and every month of the term. Partial months shall be prorated. Failure to pay monthly in

advance shall automatically revoke this lease and the use of the space, thereafter, shall be charged for at the standard daily fee. Fees charged and lease deposits required shall automatically conform with fee changes approved by the Board of Supervisors. Additionally, Lessee agrees to provide Lessor, concurrently with the execution of this agreement, with a lease deposit in the amount of one month's lease fee plus late fee in order to secure Lessee's conformance with the terms of this agreement.

25. Notices required herein except as specified in Paragraph 3 may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, by any United States Post Office facility. Such notice shall be addressed to Airports Administrator, Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010.

26. Lessee is the owner of the following aircraft:

Plane # \_\_\_\_\_ Make: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Type of Pilot's License \_\_\_\_\_ Pilot's License #: \_\_\_\_\_

Hangar #: \_\_\_\_\_ Insurance Co. \_\_\_\_\_

Airport: \_\_\_\_\_ Policy No. \_\_\_\_\_

Phone # \_\_\_\_\_

**IN WITNESS WHEREOF, the Lessee as executed this Lease and the Lessor has cause this Lease to be executed on its behalf by the Administrator, Department of Airports, County of Ventura, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**LESSEE**

\_\_\_\_\_

**COUNTY OF VENTURA  
LESSOR**

**BY \_\_\_\_\_**

**County Agent**

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**Survey - Hangar Subleasing at Airports**

	To find Replacement Aircraft
Willits Municipal Airport	90 days
Napa County Airport	180 days
Livermore	180 days unless temp sublease agreement in place/ Extensions must be in writing.
Redding RDD and 085	90 days
Watsonville Municipal Airport	90 days (May extend additional 90 days for pre-purchase, annual, ferry permit, etc)
Salinas Municipal Airport	90 days
Imperial County	60 days
Fullerton	60 days

Airport	Type of Hangar	Full Hangar Sublease Allowed		Additionally Stored	
		Yes	No	Yes	No
Alturas Municipal Airport	Private		x	x	
Reno Airport Authority (2)	Municipal		x	x	
Santa Barbara Airport	Municipal		x		x
Klamath Falls OR	Municipal		x		x
Bend Municipal Airport OR	Municipal		x		
Salt Lake City Airports	Municipal		x		
Chico Municipal Airport	?				
Livermore Municipal Airport	Municipality		x*		
City of San Diego (2)	Private		x*		
LA County	Municipal		x		
Livermore Municipal Airport	Private	x**			
Reid-Hillview	Municipal	x		x	
Watsonville	Municipal	x			
Modesto	Private	x**			
Yuba County	Private	x			
Snohomish County	Municipal	x			
Boulder City	Private	x**			
Terrell			x		
Truckee Tahoe	Municipal	x			
Santa Paula	Private	x		x	
Camarillo - APL	Private	x**		x	
Oxnard - EHW	Private	x**		x	
John Wayne	Municipal		x		

**Other Conditions**

Applies to new hangar Development. Long Term Leases Available depending on investment.

\*Not listed on agreement but airports allow it.

Would say No to private Hangars

May provide up to 90 days on a case by case basis.

May provide up to 30 day on a case by case basis.

\*\* Devoped hangars on commercial lease with reversion rarely, case by case and no more than six months problematic and looking to change policy

\*\* Devoped hangars on commercial lease with reversion 12 hangars, small airport one time, for six months

\*\* Devoped hangars on commercial lease with reversion

Airport Controls hangar

Owns land as well, manager rather it not allowed

\*\* Devoped hangars on commercial lease with reversion

\*\* Devoped hangars on commercial lease with reversion

Managed by FBO

FAA Compliance Office noted it becomes problematic as temporary parlays into permanent, and what is stored morphs into non-aeronautical.

**Private Hangar Tenant Option to Sublease with Commercial Lease Structure (financial study)**

Example = 1,500 square foot hangar currently appraised at \$100,000

Assumes present value of dollar, no CPI or other escalators

Private Hangar Ground Rent (PVT) = \$0.13/sf/mo.	\$	2,340	per year
Commercial Hangar Ground Rent (COM) = \$0.06/sf/mo.	\$	1,080	per year
County Hangar Rent (CTY) = \$0.34/sf/mo.	\$	6,120	per year

Step 1, Savings by reducing rent to commercial rent rate PVT - COM	\$	1,260	per year savings
Step 2, Revenue generated by subleasing at County Rate per year CTY	\$	6,120	per year revenue
Step 3, add savings and sublease revenue to obtain net income	\$	<b>7,380</b>	<b>net income per year</b>

10 year lease (multiply \$7,380 net income by number of years term)	\$	73,800
15 year lease	\$	110,700
20 year lease	\$	147,600

15 year term provides excess value of \$10,700 versus selling  
 20 year term provides excess value of \$47,600 versus selling

NOTES: Likely to be able to charge greater than County rent rate

Private hangar owner is able to sell hangar during term of lease and potentially profit again, although as term expires, sale value may be reduced.

Private hangar owner required to paint the hangar at beginning of term and every 10 years.

Private hangar owner responsible for all maintenance.

Reversion of ownership of hangar at end of term

Occupant of hangar has first right of refusal to stay in hangar

# ATTACHMENT 4



## Santa Barbara Airport T-HANGAR LICENSE AGREEMENT No. 201714



This T-Hangar License Agreement is hereby entered into as of this 6<sup>th</sup> day of April, 2017, by and between the City of Santa Barbara (City) and Bruce Miller (Licensee). In consideration of the mutual covenants contained herein, City and Licensee agree as follows:

**1. T-Hangar**

The City of Santa Barbara hereby grants Licensee a revocable license to store the identified aircraft in the indicated T-Hangar.

15	No
_____	_____
T-Hangar No.	Disabled Accessible
Beech S35	N8921U
_____	_____
Aircraft Make and Model (1)	FAA Registration (Tail) Number
N/A	_____
_____	_____
Aircraft Make and Model (2)	FAA Registration (Tail) Number

**2. Identification of Permitted Aircraft and Qualified Aircraft Owner.**

a. Permitted Aircraft.

i. Permitted Aircraft. The aircraft identified above is/are hereinafter referred to as the Permitted Aircraft. This License is granted for the purpose of storage of the Permitted Aircraft only in the T-Hangar. The Permitted Aircraft must occupy the T-Hangar at least once every ninety (90) days. If more than one aircraft is owned by Licensee, such aircraft may occupy the T-Hangar on an alternate basis. However, both aircraft must be owned by the same entity. No aircraft other than the Permitted Aircraft, listed above, shall be stored in the T-Hangar. Licensee must demonstrate

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ownership of the Permitted Aircraft as required by the T-Hangar Rules and Regulations. If the Permitted Aircraft is owned by a non-profit corporation or limited liability company, Licensee will provide the state of incorporation and the legal name of the entity, including a list of all shareholders/partners in the corporation.

II. Replacement of Permitted Aircraft. Licensee may replace the Permitted Aircraft with prior written approval by the Airport Director. To obtain such approval, Licensee shall provide to the Airport Director the T-Hangar number, Aircraft Make and Model, and FAA registration number for the replacement aircraft and ownership documentation. Approval of the proposed replacement aircraft shall be at the sole discretion of the Airport Director. If approval is granted to replace the Permitted Aircraft, the Permitted Aircraft must be replaced within ninety (90) days with the approved replacement aircraft.

If approval to replace the Permitted Aircraft is issued, this License shall be amended to reflect the replacement aircraft as the Permitted Aircraft. Such a change shall not result in an assignment as prohibited by Section 16 of this License. Failure to store the Permitted Aircraft, timely replace the aircraft, obtain approval for such replacement aircraft, or failure to amend this License, shall result in the termination of this License.

b. Qualified Aircraft Ownership. Only Qualified Aircraft Owners as defined in the T-Hangar Rules and Regulations may be T-Hangar Licensees.

### **3. Identification of Licensee**

Licensee shall identify each owner of the Permitted Aircraft and notify the Airport Director of any changes in ownership as described in the T-Hangar Rules and Regulations.

### **4. Aircraft Airworthiness**

A Permitted Aircraft must maintain an airworthy status as defined in the T-Hangar Rules and Regulations.

### **5. Use and Permitted Activities in T-Hangar**

a. Permitted Uses. The T-Hangar shall be used for the storage of a single, airworthy, Licensee-owned (or exclusively leased), aircraft; or



- b. Licensee may alternately store more than one aircraft, provided that all aircraft are listed in Section 1 as "Permitted Aircraft" and that only one "Permitted Aircraft" occupies the hangar at any one time.
- c. No "Permitted Aircraft" may be parked on any part of the t-hangar ramp if the assigned T-Hangar is occupied by another "Permitted Aircraft", except when the aircraft are changing places.

**6. Term**

This License shall commence on the effective date set forth in Section 1 above, and shall continue from month-to-month thereafter, unless terminated pursuant to the provisions of this License.

**7. T-Hangar Fee**

- a. T-Hangar Fee. Licensee shall pay City a monthly fee in the amount of eight hundred twenty-one dollars (\$821.00). Said fee shall be payable in advance on or before the first day of each calendar month, exclusive of any and all charges for utilities. The fee shall be considered delinquent if not paid by the fifth (5th) calendar day of the month. The fee for partial months shall be prorated based on a thirty-day month. Licensee shall pay such fee to the City, without abatement, deduction or offset whatsoever in lawful money of the United States of America, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990, or to such other person or at such other place as City may from time to time designate by notice to Licensee.
- b. Annual Adjustment. The monthly fee amount shall be subject to annual adjustment effective upon May 1st of each year. Monthly fee amounts shall be adjusted to reflect the percentage increase of the Consumer Price Index – All Urban Consumers (Los Angeles-Riverside-Orange County, CA, All Items, Base 1982-84-100) as published by the United States Department of Labor, Bureau of Labor Statistics (hereinafter referred to as the "Cost-of-Living Increase"). In the event the index specified above is not available, the Bureau of Labor Statistics shall be requested to supply a formula for conversion of the index to an existing index and said formula shall be the basis for computation for the fee increase. If the parties are unable to agree on the new index supplied by the Bureau of Labor Statistics, then a substitute index shall be selected by the City.

The amount of the Cost of Living Increase under this Article 7. "T-Hangar Fee" shall be computed by determining the percentage increase of the standard Cost-of-Living index

during the one-year period ending in the month of July preceding the Adjustment Date. After said percentage is determined, the rent for the month of the Adjustment Date shall be increased by said percentage and the increased amount shall be the new monthly minimum base rental. However, no adjustment to the monthly Rent on any Adjustment Date shall be less than three percent (3%) or more than eight percent (8%) of the monthly Rent in effect immediately prior to the Adjustment Date, provided, however, in the event that Airport in its sole discretion determines that, notwithstanding the above, the T-Hangar rate is comparable to rates charged on the field and at other airports of similar size in Southern California, City may, subject to approval by Airport Commission, waive the annual rate increase. Licensee shall be notified of such waiver in writing by Airport.

#### **8. Utilities**

Licensee agrees to pay all electrical service and use charges incurred as a result of Licensee's use of T-Hangar. Electrical utility charges shall be Ten Dollars (\$10) per month or the actual usage, whichever is greater, and will be billed on Licensee's monthly invoice in addition to the T-Hangar fee. Electrical rates will be adjusted annually on the Adjustment Date as defined in Article 7(B) above.

#### **9. Charge for Late Payment (Liquidated Damages)**

Licensee acknowledges that the late payment of fees or any other sums due hereunder will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any fee or any other sum due City is not received by City within five (5) days of the due date, a late charge of one and one-half percent (1.5%) of the payment due shall be added to the payment, and the total sum shall become immediately due and payable to City. An additional charge of one and one-half percent (1.5%) of the delinquent payment (exclusive of late charges) shall be added for each additional month or portion thereof that said payment remains unpaid.

Licensee and City hereby agree that such late charges represent a fair and reasonable estimate of the costs that City will incur by reason of Licensee's late payment. Acceptance of such late charges (and/or any portion of the delinquent payment) by City shall not constitute a waiver of Licensee's default with respect to such overdue payment, or prevent City from exercising any of the other rights and remedies granted hereunder.

Late payments are considered a Default in the terms of the agreement. Two or more defaults in a twelve (12) month period may result in termination of this License as specified in Section 18, "Termination".

## **10. Security Deposit**

On or before the effective date of this License, Licensee shall deposit with City a security deposit in a form acceptable to the Airport Director, in an amount equal to **three (3) month's fees**, as security for Licensee's faithful performance of its obligations under this License. City may use, apply or retain all or any portion of the security deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur. If City uses or applies all or any portion of the security deposit, Licensee shall, within ten (10) days after written request therefore, deposit monies with City sufficient to restore the security deposit to the full amount required by this License.

As the fee increases during the term of this License, Licensee shall, upon written request from City, deposit additional monies with City so that the total amount of the security deposit shall at all times bear the same proportion to the increased fee as the initial security deposit bore to the initial fee.

City shall not be required to keep the security deposit separate from its general accounts. No part of the security deposit shall be considered to be held in trust, to bear interest or to be a prepayment of any monies to be paid by Licensee under this Agreement. City shall return any unused portion of the security deposit within thirty (30) days of Licensee's vacation of the T-Hangar.

## **11. Airport Security and Access**

Licensee shall comply with all applicable federal, state and local Airport security and access requirements and policies, as updated or implemented from time to time. Licensee is responsible for ensuring that Licensee's employees, agents and guests comply with all applicable Airport security and access requirements and policies.

Licensee accepts the responsibility for all access media issued to others at Licensee's request. At the termination of any such arrangement, Licensee will notify the Security Operations Center (681-4803) immediately, retrieve such access media, and return it to the Security Operations Center.

## **12. Maintenance**

Licensee shall keep and maintain the T-Hangar in good order, condition and repair and shall be responsible for making all necessary repairs, except as such maintenance obligations are expressly assumed by City. Licensee shall make such repairs at its sole cost

and expense. City shall keep and maintain in good order, condition and repair the exterior of the T-Hangar, including doors, and the common areas of the building in which the T-Hangar is located, exterior pavement and exterior lighting. City shall not be responsible for repairing or replacing any exterior surface, including doors, damaged as a result of any act or omission of Licensee. City shall provide maintenance and custodial services for restroom facilities associated with the T-Hangar complex.

### **13. Surrender of T-Hangar**

Licensee shall surrender the T-Hangar with all parts and surfaces broom clean and free of debris, and in good operating order, condition and repair, ordinary wear and tear excepted, at the expiration or termination of the license. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice.

### **14. Insurance**

a. Required Insurance Coverage. Licensee shall maintain and keep in force during the term of this License, for the mutual benefit of City and Licensee, at Licensee's sole cost and expense:

(1) General Liability Insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence combined single limit for bodily injury and property damage. Coverage thereunder shall include bodily injury, owners' protection, fire legal, and broad form property damage coverage.

(2) Automobile Liability Insurance covering any owned, non-owned, or hired vehicle which enter the airfield with limits of not less than one million dollars (\$1,000,000) for each occurrence combined single limit for bodily injury and property damage.

b. General Insurance Policy Requirements

(1) All insurance required in this section shall be enacted under valid and enforceable policies in form and substance satisfactory to City issued by insurers satisfactory to City and authorized to do business in the State of California. Such insurance shall apply as primary and not in excess of or contributing with any insurance that City may carry. The policies required shall name City, its officers, employees and agents as additional insured. Licensee's insurance policies shall apply separately to each named or additional insured as if separate policies had been issued to each. Licensee's

insurance, as required by this License, shall not be subject to cancellation or material reduction without at least thirty (30) days prior written notice to the City. Licensee shall furnish to City a Certificate of Insurance evidencing that the above requirements have been met on or before the commencement of this License and upon the renewal of each policy.

(2) City shall retain the right to review at any time the coverage, form and amount of insurance required hereby. If, in the opinion of City, the insurance provisions in this License do not provide adequate protection for City and for members of the public using the T-Hangar, City may require Licensee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks that exist at the time a change in insurance is required.

(3) The procuring, or City waiver, of such required policy or policies of insurance shall not be construed as a limit to Licensee's liability hereunder or to fulfill the indemnification provisions and requirements of this License. Notwithstanding said policy or policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury or loss caused by negligence or neglect connected with this License or with use or occupancy of the T-Hangar.

#### **15. Indemnity**

Licensee shall investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain, or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents, and invitees of each party hereto) arising out of or in any way connected with Licensee's or Licensee's employees, guests or invitees use or possession of the T-Hangar or use of the Airport property.

#### **16. Assignment**

Licensee shall not sublet, assign or otherwise transfer or encumber its interest in this License either voluntarily or by operation of law. A change of control of Licensee shall constitute an assignment.

If Licensee is (a) a corporation, the stock of which is not publicly traded over a national exchange, or (b) an unincorporated association, limited liability company or partnership, the transfer, assignment or hypothecation of any stock or ownership interest, or voting control in such corporation, association, limited liability company or partnership in the aggregate in excess of fifty percent (50%), whether in one or in multiple transactions, shall be deemed an assignment for purposes of this Section. Notwithstanding the above, the transfer, assignment or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company or partnership in the aggregate, whether in one or in multiple transactions, such that less than fifty percent (50%) of the stock or ownership interest, or voting control of such corporation, association, limited liability company or partnership remains in the original Licensee to this License, such transfer, assignment or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company or partnership shall be deemed an assignment for purposes of this Section.

#### **17. T-Hangar Rules and Regulations**

The T-Hangar Rules and Regulations, incorporated herein as though set forth in full and attached hereto as Exhibit A, set forth the rules and regulations for the use and occupancy of the City's T-Hangars and the surrounding Airport property.

Licensee shall at all times, at its sole cost and expense, abide by this License, and comply with all applicable statutes, ordinances, orders, laws, rules and regulations and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof, including without limitation, the T-Hangar Rules and Regulations as they may be modified from time to time.

#### **18. Termination**

a. Revocable License Either party may terminate this License with or without cause and for any reason upon thirty (30) days written notice to the other party at the address shown in Section 25 ("Notices") hereof.

b. Termination for Defaults In the event City issues two (2) or more notices of Default to Licensee in any twelve (12) month period, City may terminate Licensee's right to possession of the T-Hangar by any lawful means, in which case this License and the term hereof shall terminate and Licensee shall immediately surrender possession of the T-Hangar to City. In such event, City shall be entitled to recover from Licensee:

(1) The worth at the time of award of any unpaid rent and other charges which had been earned at the time of such termination; and

(2) Any other amount necessary to compensate City for all the detriment proximately caused by Licensee's failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by City in maintaining or preserving the T-Hangar after such default, preparing the T-Hangar for re-letting to a new Licensee and any repairs or alterations to the T-Hangar.

**19. Waiver**

No waiver of default by either party of any term, covenant or condition shall be construed as a waiver of any other term, covenant or condition or of any subsequent default or breach of the same or any other term, covenant or condition to be kept and observed by the other party. The consent or approval by one party to the act of the other party shall not be deemed to waive or render unnecessary the need for consent or approval of any subsequent, similar act.

**20. Property Rights Not Created**

Nothing in this License shall be construed or deemed to constitute a grant of an interest in real property, to grant a lease, to convey an estate, or to vest property rights in Licensee. Nor shall this License or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between City and Licensee.

**21. Possessory Interest/Taxes**

Pursuant to Section 107.6 of the California Revenue and Taxation Code, City states that Licensee's interest in the T-Hangar may be subject to property taxation on the possessory interest created by this License. Licensee agrees to pay, before delinquency, all lawful taxes, assessments or charges, including taxes on Licensee's possessory interest, which, during the term hereof, may be or become a lien or may be levied upon the real property, improvements or personal property situated upon the T-Hangar, or upon the subject matter of this License.

**22. Inspection**

City's officers, employees and agents, shall have the right to enter the T-Hangar at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the T-Hangar and for verifying compliance of Licensee with this License.

**23. Removal of Aircraft**

Any Aircraft occupying a T-Hangar in violation of the Santa Barbara Municipal Code, this License, local, state or federal law, or the T-Hangar Rules and Regulations, shall be removed by its owner from the T-Hangar within forty-eight (48) hours of the date of written notification by the Airport Director that the Aircraft must be removed. An Aircraft not timely removed from the T-Hangar may be removed by the Airport Director and moved to any other place on the Airport without liability for damage to the Aircraft or other property that may result from such removal. All cost and expense of moving the Aircraft shall be paid by the Aircraft owner. Once moved to another location on the Airport, the Aircraft owner shall remove the Aircraft from the Airport within three (3) days of its removal from the T-Hangar. If, after such time, the Aircraft is not removed from the Airport, the Airport Director may commence lien sale proceedings as provided by law.

**24. Federal Aviation Administration Requirements**

- a. **Compliance with requirements of Department of Transportation.** The Licensee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
  
- b. **Future Development.** The Airport reserves the right to further develop or improve the landing area of the airport as it sees fit,



regardless of the desires or views of the Licensee and without interference or hindrance.

- c. **Right to Repair.** The Airport reserves the right, but shall not be obligated to the Licensee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Licensee in this regard.
- d. **Subordinate to rights of United States Government.** This license shall be subordinate to the provisions and requirements of any existing or future agreement between the Airport and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the Licensee or any occupant to comply with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Licensee's rights hereunder in conflict with obligations to the United States Government.
- e. **Right of Flight.** There is reserved to the Airport, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the licensed premises. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.
- f. **Approach Protection.** The Licensee agrees to comply with the notification and review requirements covered in Title 14 Code of Federal Regulations Part 77 in the event future construction of a building or facility above ground level is planned for the licensed premises or in the event of any planned modification or alteration of any present or future building or structure situated on the licensed premises. This requires that FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, be submitted to the FAA and an FAA determination received before construction of improvements or structures above ground level can proceed.

- g. **Maximum Elevation, Right to Cure.** The Licensee by accepting this license agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the Licensee.
- h. **Interference with Operations.** The Licensee by accepting this lease, license agrees for itself, its successors and assigns that it will not make use of the licensed premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard, physical, electronic, or otherwise, including wildlife attractants. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby licensed and cause the abatement of such interference at the expense of the licensee.
- i. **Exclusive Use Prohibited.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Title 49 U.S. Code 40103 (e) and 47107(a)(4).
- j. **War or National Emergency.** This license and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during a time of war or national emergency.
- k. **Airport Safety and Security Requirements.** The Licensee will conform to Airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by

the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

**25. Notices**

All notices required or permitted by this License shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail with the U.S. Postal Service, with postage prepaid, and shall be deemed sufficiently given if served in the manner specified herein. If such notice is intended for City, it shall be addressed to:

Airport Director  
Airport Department  
601 Norman Firestone Road  
Santa Barbara, CA 93117

And, if intended for Licensee it shall be addressed to:

Bruce Miller  
2138 Emerson Avenue  
Santa Barbara, CA 93103

Notices may be address to other addresses as either party may have furnished to the other in writing as a place for the service of notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices sent by overnight courier services that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the courier. If notice is received on Saturday, Sunday or a legal holiday, it shall be deemed received on the next business day.

**26. Animals**

Licensee shall comply with section 18.08.170 of the Santa Barbara Municipal Code regarding animals on Airport property, including the T-Hangar.

**27. Time**

Time is of the essence of this License and all of the terms and covenants hereof are conditions.

**28. Representation of Authority**

The individual who executes this License represents that he or she is fully authorized to enter into this License and is authorized to bind all individuals and/or entities with a financial interest in the Permitted Aircraft to the terms and conditions of this License.

**29. Complete Understanding and Amendments**

This License sets forth all of the agreements and understandings of the parties and any modification must be written and properly executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this License as of the day and year first written above.

**CITY OF SANTA BARBARA,  
A Municipal Corporation**

**BRUCE MILLER**

\_\_\_\_\_  
Hazel Johns  
Airport Director

\_\_\_\_\_  
Bruce Miller

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Deanna Zachrisson  
Airport Business Development Mgr.

APPROVED AS TO FORM:

\_\_\_\_\_  
Ariel P. Calonne  
City Attorney

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Mark Howard  
Risk Manager



**Santa Barbara Airport**  
**EXHIBIT A**  
**T-HANGAR RULES AND REGULATIONS**



**I. APPLICABILITY**

The T-Hangar Rules and Regulations apply to the twenty-four (24) T-Hangars owned and managed by the City of Santa Barbara. The term "T-Hangar" as used herein refers to the T-Hangar defined in Section 1 of the T-Hangar License.

**II. T-HANGAR LICENSE**

Prior to occupancy of a T-Hangar, an aircraft owner that is qualified as required by Section II A herein, must have been issued a T-Hangar License by the Airport Director. The T-Hangar License is a month-to-month agreement that allows storage of the Permitted Aircraft, identified in Section 1 of the T-Hangar License, by a qualified aircraft owner in a T-Hangar. As such, it is not a lease, nor do the state law provisions applicable to a lease or landlord and tenant apply to a City T-Hangar License. These T-Hangar Rules and Regulations shall be attached to and a part of the T-Hangar License.

**A. Qualified Aircraft Owner**

A T-Hangar License may be issued to a Qualified Aircraft Owner only. A Qualified Aircraft Owner is defined as a person or entity with an ownership interest in the aircraft that is intended to be the permitted aircraft ("Permitted Aircraft" as defined in Section II C herein). An ownership interest in a Permitted Aircraft must be demonstrated by providing the following documents to the Airport Director: (i) a current copy of the FAA Certificate of Aircraft Registration listing the person or entity as the registered owner of the aircraft, (ii) a valid aircraft lease naming the person or entity as the exclusive lessee, or (iii) documentation demonstrating that the person or entity has an equitable ownership interest in the aircraft sufficient to give that person or entity sole possession and control of the Aircraft. Qualified Aircraft Owner status must be demonstrated to the satisfaction of the Airport Director prior to the occurrence of the following events: (i) execution of a T-Hangar License, (ii) substitution of the Permitted Aircraft, (iii) no later than the first day of January each year, or (iv) as requested by the Airport Director. When the Airport Director requests demonstration of Qualified Aircraft Owner status, the Licensee must provide the requested documentation to the Airport Director within 30 days of the date of such request.

Failure to submit satisfactory documentation to demonstrate Qualified Aircraft Owners status as defined herein may, in the sole discretion of the Airport Director, result in either non-issuance of the License or termination of the License upon written notice.

**B. Identification of Licensee**

Qualified Aircraft Owners may be issued T-Hangar Licenses if they are natural persons, corporations, an LLC, or partnerships. If a prospective Licensee is other than a natural person, prior to execution of a License, the prospective Licensee must provide the Airport Director with a current copy of the prospective licensee's articles of incorporation, bylaws, partnership agreement or other equivalent documentation identifying, to the satisfaction of the Airport Director, the licensee's individual participants.

In the event a change to Licensee's structure occurs during the term of a T-Hangar License, no later than thirty (30) days after such change, Licensee shall notify the Airport Director of any change in the status of the Licensee. Such a change may result in a prohibited assignment of the License and termination of the License.

**C. Permitted Aircraft; Airworthy**

The aircraft designated as the Permitted Aircraft is the only aircraft that may be stored by the T-Hangar Licensee in the T-Hangar. A Permitted Aircraft must be airworthy.

To be airworthy, an aircraft owner must produce current records documenting successful completion of a required annual airworthiness condition inspection conducted by an inspector certified by the FAA. The Airport Director may, at any time, require a T-Hangar Licensee to demonstrate that the Permitted Aircraft is airworthy. A Licensee must produce the required documentation within 30 days of the date that the Airport Director requests such demonstration.

Storage of an Aircraft in a T-Hangar that does not comply with the airworthy standard, or a Licensee's failure to submit appropriate documentation when requested by the Airport Director may, in the sole discretion of the Airport Director, result in termination of the T-Hangar License. Aircraft that are not airworthy shall be removed from the T-Hangar as provided in these Rules and Regulations and the License.

**III. T-HANGAR ALLOCATION, SELECTION AND REASSIGNMENT**

T-Hangars will be allocated according to the T-Hangar Waiting List Rules and Regulations. A T-Hangar Licensee may select any available T-Hangar for use in accordance with the T-Hangar License and the T-Hangar Rules and Regulations. Six of the T-Hangars are accessible to persons with disabilities. The T-Hangar Accessibility Guidelines shall govern reassignment, if necessary, of T-Hangars to accommodate T-Hangar Licensees or prospective licensees with disabilities.

**IV. T-HANGAR USE AND MAINTAINENCE**

**A. T-Hangar Use.** The T-Hangar may be used only for the storage of a Permitted Aircraft, allowable support equipment and preventive maintenance. The following are examples of allowable support equipment: tow bar, battery trickle charger, vacuum cleaner and

small air compressor for use by the Licensee. Other support equipment not included in this list may be approved by the Airport Director in writing prior to storage in the T-Hangar by the Licensee.

Preventative maintenance, as outlined in FAR Part 43 Appendix A (c), as updated from time to time, except as prohibited by these Rules and Regulations, may be performed on the Permitted Aircraft inside the T-Hangar. No other maintenance may be undertaken in the T-Hangar.

Licensee's T-Hangar may contain one refrigerator, not to exceed 6 cubic feet in size.

#### **B. Fire Safety Requirements**

Licensee shall, at all times, comply with applicable provisions of the Uniform Fire Code (UFC) and applicable standards of the National Fire Protection Association (NFPA), including, but not limited to, the following:

1. Equip and maintain T-Hangars with metal drip pans under the engines of all aircraft stored or parked in the T-Hangar. (UFC, Section 2401.7)
2. Combustible materials stored in the T-Hangar may be stored in approved locations and containers only. (UFC, Section 2401.12)
3. Equip and maintain T-Hangars with metal, metal-lined or other approved containers equipped with tight-fitting covers for oily rags and similar materials. (UFC, Section 1103.2.1.3)
4. Equip and maintain T-Hangars with a portable fire extinguisher having a minimum rating of 2A10BC. Fire extinguishers must be mounted in a visible and accessible location in the T-Hangar. (UFC, Section 2401.13)
5. Store, a maximum combined total of ten (10) gallons of flammable and/or combustible liquid, not including fuel and oil stored in the Permitted Aircraft's fuel tank and engine, in the T-Hangar.
6. All extension cords used in the T-Hangar must meet all requirement of Fire Code Section 605.5, including:
  - 605.5 - Extension cords.** Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.
  - 605.5.1 - Power supply.** Extension cords shall be plugged directly into an approved receptacle, power tap or multi-plug adapter and, except for approved multi-plug extension cords, shall serve only one portable appliance.



**605.5.2 - Ampacity.** The ampacity of the extension cords shall not be less than the rated capacity of the portable appliance supplied by the cord.

**605.5.3 - Maintenance.** Extension cords shall be maintained in good condition without splices, deterioration, or damage.

**605.5.4 - Grounding.** Extension cords shall be grounded when serving grounded portable appliances.

The Fire Department considers any extension cord that has been in place for more than 90 days a "permanent" installation. Tenants who require constant power in locations other than those provided must follow the procedures for alterations.

7. No barbecuing may take place on the ramp without prior written permission from the Airport Director.

**C. Spill Prevention and Storm Drain Requirements:**

Fuel spills that: 1) are continuous in nature; 2) Cover an area in excess of 50 square feet; 3) Are over 10 feet in any dimension; or 4) Pose a hazard to persons or property **MUST BE REPORTED VIA 911 or 681-4803 (Airport Security Operations Center) IMMEDIATELY.**

1. Licensees shall immediately clean-up spills inside and around the T-Hangar. Each T-Hangar shall be equipped with a spill clean-up kit consisting of:

- 20 lbs. absorbent material – e.g. floor dry;
- Natural fiber broom and non-metallic dust pan; and
- Waste container (described above).

2. All absorbent materials used to clean-up Hazardous Material (defined in Section IV A herein) spills, including fuel and oil, must be stored, transported and disposed of as Hazardous Material waste.

3. Licensees shall comply with all National Pollution Discharge Elimination System (NPDES) requirements applicable to the Santa Barbara Airport and the terms of any other applicable laws, rules and regulations relating to storm water discharge.

**D. Line Services and Aircraft Fueling**

The City of Santa Barbara will not provide line services of any kind, including fueling for aircraft stored in the T-Hangars. The Permitted Aircraft may be fueled or serviced by any entity authorized by the Airport Director to perform such activities on the Santa Barbara Airport airfield. Aircraft may not be fueled or de-fueled inside the T-Hangar.

**E. Alterations, Improvements and Maintenance of T-Hangar**

**1. Alterations and Improvements to T-Hangar.** Licensee shall make no alterations, additions or improvements to the T-Hangar without the prior written consent of the Airport Director. All alterations, additions and improvements made to the T-Hangar without the required consent of the Airport Director shall be immediately removed at the sole cost of the Licensee.

Upon the expiration or termination of the T-Hangar License, Airport Director, in his or her sole discretion, shall determine whether the permitted alterations, additions or improvements made to the T-Hangar shall be removed. In instances where removal is not required by the Airport Director, the Licensee may either surrender ownership and leave the alteration, addition or improvement or remove the alteration.

Licensee shall repair any damage to the T-Hangar, at its sole cost and expense, caused by Licensee's installation, maintenance or removal of any alterations, additions or improvements on the T-Hangar.

Any appliance approved for use under this T-Hangar License that requires continuous current must be plugged directly into a grounded outlet. If no such outlet is within reach of the appliance, Licensee shall request permission from the Airport Director to install permanent conduit and a new grounded outlet. Such installation shall be done by a licensed electrical contractor at Licensee's sole cost and expense.

**2. Maintenance of T-Hangar.** Licensee shall at all times keep the T-Hangar free and clear of all litter, garbage, debris and refuse and in an orderly condition. Licensee shall maintain electrical loads within the designed capacity of the electrical system. Any increase in the electrical load that will exceed the system's capacity shall require the prior written consent of the Airport Director.

**3. Surrender of T-Hangar.** Licensee shall surrender the T-Hangar with all parts and surfaces broom clean and free of debris, and in good operating order, condition and repair, ordinary wear and tear excepted, at the expiration or termination of the License. Ordinary wear and tear shall not include any damage or deterioration that could have been prevented by good maintenance practice.

**V. PROHIBITED T-HANGAR STORAGE AND USES**

**A. Storage of the following items and materials in the T-Hangar is prohibited:**

1. Storage of aircraft other than the Permitted Aircraft.
2. Storage of items not directly related to the allowable maintenance and operation of the Permitted Aircraft.

3. Parking or storage of motor homes, campers, trailers, boats, or other items of personal property in or around the T-Hangar except those permitted by these Rules and Regulations or the License.

4. Storage of files, books, records or other paper items in or around the T-Hangar.

5. Storage of Hazardous Materials, except those specifically permitted by these Rules and Regulations. "Hazardous Materials" means any chemical, substance, object, condition, material, waste, or controlled substance which is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosiveness, explosivity, flammability, reactivity, toxicity, infectiousness, or other harmful or potentially harmful properties or effects, which is regulated in any manner by any federal, state, or local government agency or entity, or under any federal, state, or local law, regulation, ordinance, rule, policy or procedure due to such properties or effects.

**B. The following activities are prohibited in and around the T-Hangar.**

1. Aircraft repair, assembly, alterations, overhauls and maintenance, except as otherwise allowed, in and around the T-Hangar.

2. Rent, lease, sublet, transfer or assignment of the T-Hangar or any portion thereof.

3. Use of the T-Hangar for any commercial purpose, including, but not limited to, charter services as defined in FAA Part 135, aircraft rental, service, or flight instruction. If the Permitted Aircraft has been subleased, such Sublessee will be granted access to the T-Hangar for the sole purpose of removing and replacing the Permitted Aircraft.

4. Aircraft fuel or de-fuel inside of the T-Hangar.

5. Aircraft engine operation inside the T-Hangar.

6. Hazardous activities, as determined in the sole discretion of the Airport Director, including, but not limited to, welding, painting, doping, opening fuel lines or the application of Hazardous Materials.

7. Aircraft and equipment washing in or around the T-Hangar. (Licensee shall utilize public aircraft wash rack facilities in accordance with applicable rules.)

8. Human occupancy, including, but not limited to, sleeping, in the T-Hangar.

9. Vehicular maintenance, including, but not limited to, wash, wax, clean or repair vehicles in or around the T-Hangar.

10. Open flames or other sources of ignition, including but not limited to, smoking,

inside the T-Hangar or other restricted areas of the Airport.

11. Display of any exterior signs or advertising material.

12. Use of extension cords inside the T-Hangar, unless such use strictly complies with all applicable fire code requirements. Any extension cord must be a UL listed plug strip with over-current protection. Plug strips may not be plugged into each other, and only one plug strip is allowed per electrical outlet.

13. Discharge or cause discharge of any material into an Airport storm drain system or watercourse or on any Airport surface.

14. Impede parking, ingress or egress for aircraft, vehicles, or pedestrians using the Airport or other T-Hangars.

15. Modify existing T-Hangar wiring or install additional outlets or fixtures.

16. Paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the T-Hangar, including roof, doors, walls, ceiling and floor.

17. Attach hoist or hold mechanism (i.e. chainfall, winch, block, tackle or any other hoisting device) to any part of the T-Hangar or passing any such mechanism over the struts or braces therein.

## **VI. VEHICLE ACCESS AND PARKING**

### **A. Vehicle Access to Airfield.**

Vehicular access to the airfield, including access to the T-Hangars, is permitted only with display of a valid Santa Barbara Airport Airport Operations Area (AOA) access permit. Vehicle access to the T-Hangar is limited to the immediate area surrounding the T-Hangar. Licensee, its employees, agents, and permitted associates may park a vehicle displaying a valid AOA access permit inside the T-Hangar while the Permitted Aircraft is in use. The Airport Director may, at any time, and in any manner, limit, withdraw or change airfield access that may be permitted with a valid AOA access permit.

### **B. Vehicle Parking.**

1. Licensee, or its employees, agents and invitees may park vehicles in the designated street-side T-Hangar parking areas when the T-Hangar, or the Permitted Aircraft, is in use. Licensee is responsible for compliance with all Airport rules and regulations by all of its employees, agents, and invitees. If Licensee commits, permits or allows any violation of these rules, either by itself or any of its employees, agents or invitees, City shall have the right, without notice, and in addition to such other rights and remedies that it may have, to remove or tow away the vehicle. Licensees shall be responsible for all costs and charges as may be imposed by the City

or any other regulatory body due to such violation. All such costs shall be immediately paid to City.

2. No vehicle parking is allowed on Airport ramps, taxiways or unpaved areas of the airfield at any time.

3. The City is not responsible for any damage to vehicles, injury to persons or loss of property that may occur while parking or using vehicles on Airport property. All risk is assumed by the party using the parking area.

4. All vehicle parking privileges are subject to change, and may be limited or withdrawn at any time by the Airport Director as Airport security policies are changed or updated from time to time.

## **VII. REQUIRED INSURANCE LIMITS AND INDEMNITY**

Licensee shall provide liability insurance coverage and indemnification of the City as required by these Rules and Regulations and the License Agreement. Minimum insurance coverage and limits shall be:

General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit for bodily injury and property damage.

Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage.

## **VIII. REMOVAL OF AIRCRAFT.**

Any Aircraft occupying a T-Hangar in violation of the Santa Barbara Municipal Code, the License, local, state or federal law, or the T-Hangar Rules and Regulations, shall be removed by its owner from the T-Hangar within forty-eight (48) hours of the date of written notification by the Airport Director that the Aircraft must be removed. An Aircraft not timely removed from the T-Hangar may be removed by the Airport Director and moved to any other place on the Airport without liability for damage to the Aircraft or other property that may result from such removal. All cost and expense of moving the Aircraft shall be paid by the Aircraft owner. Once moved to another location on the Airport, the Aircraft owner shall remove the Aircraft from the Airport within three (3) days of its removal from the T-Hangar. If, after such time, the Aircraft is not removed from the Airport, the Airport Director may commence lien sale proceedings as provided by law.

## **IX. GENERAL REQUIREMENTS.**

### **A. Bailee Disclaimer**

Licensee acknowledges and agrees that City has granted permission for use of the T-Hangar only for the purposes allowed in and in accordance with the provisions of the License. By entering into

the License, City is not agreeing in any manner to accept obligations or responsibility for the safekeeping of the Aircraft or other property of Licensee or Licensee's agents, contractors, officers, employees or invitees. The License is not a contract for bailment and City in no manner whatsoever purports to be a bailee.

**B. Reservation of Rights**

City reserves the right to modify these requirements or adopt such other reasonable requirements as the Airport Commission may determine to be necessary for the proper operation of the T-Hangar upon thirty (30) days written notification to the Licensee.

**C. Conflict with License**

In the event of a conflict between the Rules and Regulations and the terms and conditions of the License, the terms of the License shall control.

**Effective Date:** August 21, 2013  
Approved by Airport Commission

# ATTACHMENT 5

## PRIVATELY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

This Agreement is made and entered into, effective on the date last written below, by and between \_\_\_\_\_ (Lessee) and the County of Ventura, acting by and through the Director of Airports, Department of Airports (County). In consideration of the mutual covenants in this Agreement, Lessee and County agree as follows.

1. County grants to Lessee the right to occupy and use the land occupied by the relocatable aircraft storage hangar described below (Hangar) for the sole purpose of storing in the Hangar the below-described aircraft (Aircraft) and other personal property described in this Agreement.

\_\_\_\_\_  
Hangar number

\_\_\_\_\_  
Airport

\_\_\_\_\_  
Aircraft make and model

\_\_\_\_\_  
FAA Registration (Tail) Number

\_\_\_\_\_  
Lessee and registered owner

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business telephone number

\_\_\_\_\_  
Cell phone number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Type of pilot's certificate

\_\_\_\_\_  
Pilot's certificate number

\_\_\_\_\_  
Insurance company

\_\_\_\_\_  
Policy number

The precise location of the Hangar is subject to County's discretion and modification.

2. Except as described below, Lessee is permitted to use the Hangar only for storage of the Aircraft, its associated aeronautical equipment, minimal furniture (example: desk, chair, couch) to support the use of the hangar for pilot flight planning and the like, and supplies for minimum owner maintenance of the Aircraft. Both the Aircraft and the Hangar described in this Agreement must be registered to and owned by Lessee. Registration and ownership of the Aircraft and Hangar must be shown by providing a copy of one or more of the following documents to the Director of Airports (Director): (a) a current copy of the FAA Certificate of Aircraft Registration listing Lessee as the registered owner of the Aircraft, (b) a valid aircraft lease naming Lessee as the exclusive lessee of the Aircraft, (c) documentation, including but not limited to, a bill of sale or sales contract, demonstrating that Lessee has an equitable ownership interest in the Aircraft sufficient to give Lessee sole possession and control of the Aircraft, and (d) documentation, including but not limited to, a bill of sale or sales contract, demonstrating that Lessee has an equitable ownership interest in the Hangar sufficient to give Lessee sole possession and control of the Aircraft. Registration and ownership of the Aircraft and Hangar must be demonstrated to the satisfaction of the Director at or before the following events: (a) execution of this Agreement, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft or Hangar, and (d) as requested by the Director. Any documentation showing ownership as required by this section must, in addition to Lessee, also show every other owner of the Aircraft and every other owner of the Hangar. Should Lessee dispose of the Aircraft, by sale or other method, the Hangar may not remain vacant for more than ninety (90) calendar days, except upon written approval by County when Lessee has demonstrated a need for a longer period, and approval will not be unreasonably withheld.

Lessee must notify County in writing at least fifteen (15) days in advance of Lessee's intent to sell the hangar, and must offer the County a right-of-first refusal to purchase the hangar at such a time the owner proceeds to sell the hangar in place. County will respond to hangar owner in writing within five (5) calendar days of its decision whether to purchase or not purchase the hangar. Should the County decline to purchase a hangar, and upon a request to transfer a hangar to a private party, a month-to-month Privately-Owned Aircraft Storage Hangar Lease Agreement for privately-owned aircraft storage hangars may be approved and executed by County with the buyer, provided the purchase price is no more than 15% less than the price first offered to the County. Failure on the



part of the hangar owner to act in good faith may result in the transfer not being approved.

Further, at the time Lessee notifies County of intent to sell the hangar, Lessee must provide an inspection report to County that demonstrates that all improvements made to hangar by Lessee comply with Ventura County Building and Safety Codes. Failure to do so may result in County not approving the transfer.

3. Except where the Aircraft is an Aircraft Under Construction (defined below), the Aircraft must be airworthy. To demonstrate that the Aircraft is airworthy, Lessee must produce current records documenting successful completion of a required annual airworthiness condition inspection conducted by an inspector certified by the FAA. The Director may, at any time, require Lessee to demonstrate that the Aircraft is airworthy. Lessee must produce the required documentation within 30 days of the date that the Director requests such demonstration.

Except for an Aircraft Under Construction, storage of an aircraft in the Hangar that is not airworthy, or Lessee's failure to submit appropriate documentation when requested by the Director may, in the sole discretion of the Director, result in termination of this Agreement. Any aircraft, other than an Aircraft Under Construction, that is not airworthy must be removed from the Hangar as provided by this Agreement.

4. One non-airworthy aircraft in the process of being built or extensively restored (Aircraft Under Construction) may be stored in the Hangar. Before storing any Aircraft Under Construction, Tenant must first obtain County's written consent. The County reserves the right to inspect an Aircraft Under Construction every 90 days to ensure demonstrable progress toward completion is being made and to ensure the hangar is not being used to merely store aircraft parts. Where the Hangar is being used to store an Aircraft Under Construction, no Additional Stored Aircraft may be stored in the Hangar.
5. Upon prior written approval of the County, Lessee may replace the Aircraft with another aircraft. To obtain approval, Lessee must provide to the County the replacement aircraft's make, model, and FAA registration number, and the ownership and airworthiness documentation required above. Approval of the proposed replacement aircraft will be at the sole discretion of the County. If approval is granted to replace the Aircraft, the Aircraft must be replaced with the approved replacement aircraft within ninety (90) days, except upon written approval by County when Lessee has demonstrated a need for a longer period, and approval will not be unreasonably withheld and

this Agreement must be amended to reflect the replacement aircraft as the new Aircraft. Replacement of the Aircraft will not constitute an assignment prohibited by this Agreement. Failure to obtain approval for any replacement aircraft, failure to timely replace the Aircraft, and failure to amend this Agreement are grounds termination of this Agreement.

6. Upon prior written approval of the County, Lessee may store one Motor Vehicle, in addition to the Aircraft, in the Hangar, if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars. "Motor Vehicle" has the same meaning as provided by Vehicle Code section 415, except that "Motor Vehicle" does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Conditions may arise where it may be necessary for the County to withdraw temporarily or permanently, without prior notice, the privilege of parking a motor vehicle in the Hangar. Failure to obtain approval for storage of a Motor Vehicle, failure to store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, or failure to remove any stored Motor Vehicle upon request, and storage of any vehicle not authorized by this Agreement are grounds for termination of this Agreement.
7. Upon prior written approval of the County, if space permits, and if the Hangar is not being used to store an Aircraft Under Construction, Lessee may store a second aircraft as an "Additional Stored Aircraft" in the Hangar. Storage of an Additional Stored Aircraft will not constitute a prohibited transfer or assignment of the interest conveyed by this Agreement. Unless it is an Aircraft Under Construction, the Additional Stored Aircraft must be airworthy. The Additional Stored Aircraft must be registered with the Department of Airports and is subject to all laws, rules, regulations, and terms of this Agreement, in the same manner and to the same extent as the Lessee and the Aircraft. This Agreement must be amended to reflect the addition of an Additional Stored Aircraft. Storage of an Additional Stored Aircraft in compliance with this Agreement will not constitute an assignment prohibited by this Agreement. Failure to obtain approval for storage of any additional aircraft and failure to amend this Agreement are grounds for termination of this Agreement.
8. The term of this Agreement commences on the date last written below and extends for a period of one (1) calendar month. At the end of the above and any renewed term, this Agreement will automatically renew with the same terms and conditions unless modified or terminated as provided in this Agreement.

9. Either party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice by certified mail to the other party.
10. County may terminate this Agreement immediately, at any time and without prior written notice, in the event Lessee violates any law, rule, regulation, or lawful instruction of any Department of Airports servant or agent, or in the event of the disregard or breach of any of the terms or conditions of this Agreement.
11. Lessee hereby releases and discharges County from all claims and demands by Lessee or Lessee's heirs or assigns, for loss of or damage to Lessee's property and Lessee and Lessee's heirs and assigns agree to indemnify County against, save County harmless from, and defend County against all costs and expenses, including attorney's fees, and all liability, claims, and demands of others for loss of or damage to property or injury to or death of persons, that may result directly or indirectly from any operation under this Agreement. Lessee agrees to pay County in full and promptly upon demand for any and all loss of or damage to County's property caused by or resulting from any operation of Lessee under or in connection with this Agreement.
12. Lessee must maintain and keep in force during the term of this Agreement, for the mutual benefit of County and Lessee, at Lessee's sole cost and expense:
  - (a) Aircraft Liability. Bodily injury including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$500,000 each accident. Seats may be excluded.
  - (b) The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. For aircraft, which are out of License, not airworthy, or Aircraft Under Construction, a signed statement to that fact with a promise to obtain the required insurance before operating said aircraft shall be filed in lieu of the certificate. The County of Ventura Department of Airports must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
13. Lessee hereby grants to County a lien against the Hangar, Aircraft, and all personal property that Lessee stores in the Hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided

in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Hangar and satisfy its lien in accordance with sections 1208.61 through 1208.70 inclusive of the California Code of Civil Procedure, and County may also take and recover possession of the stored Aircraft and personal property, without notice or other action, and exercise its lien against the same and have and recover all costs and expenses including attorney's fees in connection with the repossession of said Hangar, Aircraft, or personal property and assertion of the lien.

14. County is not responsible for any theft, loss, injury, damage, or destruction of the Hangar, Aircraft, or other property stored in the Hangar, or for injury to Lessee.
15. Lessee agrees to abide by all applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and offices thereof, including, but not limited to, the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), the most current Department of Airports Rent and Fee Schedule, and the FAA Policy on the Non-Aeronautical Use of Hangars, Docket Number FAA 2016-0463 of the Federal Register, dated June 15, 2016, or the current version thereof, which may be amended from time to time, and which is incorporated here by this reference.
16. Any aircraft occupying the Hangar in violation of the Airports Ordinance Code; this Agreement; or local, state, or federal law must be removed by its owner from the Hangar within forty-eight (48) hours of the date of written notification by the Director or his designee that the aircraft must be removed. An aircraft not timely removed from the Hangar may be removed by the Director and moved to any other place on the airport without liability for damage to the aircraft or other property that may result from such removal. All cost and expense of moving the aircraft must be paid by the aircraft owner. Once moved to another location on the airport, the aircraft owner must remove the aircraft from the airport within three (3) days of its removal from the Hangar. If, after such time, the aircraft is not removed from the airport, the Director may commence lien sale proceedings as provided by law.
17. Lessee may not conduct any commercial activity in or near the Hangar, and the Aircraft located in the Hangar may not be used for commercial activity. Any such use, without a commercial lease or amendment of this Agreement allowing such use, constitutes grounds for immediate termination of this Lease

18. If Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than at repair facilities established at the airport, Lessee must give written notice of such intention to the Director before commencement of any work. Said notice must state the name, address, and qualification of any person who will perform the work, and County may refuse to permit and may stop any work. This section does not limit the Aircraft owner's or pilot's authority to work on the Aircraft, as permitted by FAA Regulations, in areas on the airport approved by the Director.
19. Lessee may not, by his own or his agent's actions, cause any increase in the County's insurance rates or damage to the County's property. The use of power tools that in any way increases the hazard of fire is strictly prohibited. All uses of the Hangar must conform to all airport rules and regulations and local building and fire codes.
20. Lessee may not, in or near the Hangar, do or permit others to do any of the following: use combustible chemicals or cleaning solvents, stripping, washing, painting, welding, or fuel system repair. Lessee may perform the foregoing activities only in a location assigned for that purpose by the County.
21. Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.
22. Lessee must comply with all applicable federal, state, and local airport security and access requirements and policies, as updated or implemented from time to time. Lessee is responsible for ensuring that Lessee's employees, agents, and guests comply with all applicable security and access requirements and policies. Lessee accepts the responsibility for all access keys, cards, or other media issued to others at Lessee's request. At the termination of any such arrangement, Lessee must notify airport management retrieve such access media immediately and return it to the airport office.
23. Lessee must permit County and its authorized agents free access to the Hangar at all reasonable times for the purpose of inspection or for making necessary improvements, including, but not limited to, an annual inspection of Lessee's fire extinguisher and inspections to confirm compliance with the terms of this Agreement.
24. Lessee must maintain the Hangar in good condition excepting reasonable wear and tear, and must make, at Lessee's own cost, all repairs and replacements necessary to that end. Lessee must paint the exterior of the hangar at least every 10 years (or as needed or as directed by County) with specifications and color to be approved in

writing by County. Lessee may not make or cause to be made any alteration to the Hangar without first securing the written consent of County or its authorized agent and then only upon the terms set by County or its agent.

25. Waiver of any provision of this Agreement or of the regulations governing the use of the Hangar does not constitute a waiver of any other provision or regulation.
26. The interest conveyed by this Agreement may be subject to real property taxation and assessment. In such event, Lessee must pay before delinquency all taxes or assessments that at any time are levied by the state, county, city, or any other taxing authority upon the leased premises and any improvements or fixtures located on those premises. Lessee must also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used on the premises.
27. The interest conveyed by this Agreement is personal to the Lessee, and may not be transferred, in whole or in part, sublet, assigned, or otherwise encumbered, either voluntarily or by operation of law. Any attempt to transfer or assign this Agreement is grounds for immediate termination of this Agreement.

A change of control of Lessee will constitute an assignment. If Lessee is (a) a corporation, the stock of which is not publicly traded over a national exchange, or (b) an unincorporated association, limited liability company, or partnership, the transfer, assignment, or hypothecation of any stock or ownership interest, or voting control in such corporation, association, limited liability company, or partnership in the aggregate in excess of fifty percent (50%), whether in one or in multiple transactions, will be deemed an assignment for purposes of this section. Notwithstanding the above, the transfer, assignment, or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership in the aggregate, whether in one or in multiple transactions, such that less than fifty percent (50%) of the stock or ownership interest, or voting control of such corporation, association, limited liability company, or partnership remains in the original Lessee, such transfer, assignment, or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership will be deemed an assignment for purposes of this section.

28. If Lessee elects to sell the Hangar in place, Lessee must, before consummating the sale, be assured by the Director of Airports or his agent that the prospective buyer is the registered owner of the aircraft to be stored in the Hangar. Furthermore, Lessee must, as a condition



of the sale, appear before the Director of Airports or his agent, together with the prospective buyer, for the purpose of terminating this Agreement and executing a new agreement for lease of the land occupied by the Hangar. Failure to do so will place the buyer in the untenable position of occupying space on County property without authorization to do so, and will result in legal action as appropriate.

29. Lessee must equip the hangar with a fire extinguisher appropriately mounted for easy access, of a size and type to be determined by the County Fire Department, but in no case less than 5 lb. all-purpose type filled with ABC dry chemical.
  
30. Lessee agrees to pay as consideration the posted monthly rent in advance, within fifteen (15) days after the first (1<sup>st</sup>) day of each and every month of the term. Partial months will be prorated. Failure to pay monthly in advance will automatically result in termination of this Agreement, and any further use of the Hangar after such termination will be charged at the standard daily fee. Rent charged and lease deposits required will be those specified by the Board of Supervisors in the then-current Rent and Fee Schedule and will automatically change upon the Rent and Fee Schedule's approval by the Board of Supervisors. Additionally, Lessee agrees to pay County, concurrently with the execution of this Agreement, a lease deposit in the amount of one month's rent plus late fee, as security to ensure Lessee's conformance with the terms of this Agreement.

Lessee acknowledges that the late payment of rent or any other sums due under this Agreement will cause County to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any rent or any other sum due County is not received by County within fifteen (15) days after the first day of the month, a late fee of fifteen dollars (\$15) will be added to the balance due, and the total sum will become immediately due and payable to County, as liquidated damages. An additional late fee of fifteen dollars (\$15) will be added for each additional month or portion thereof that said payment remains unpaid.

Lessee and County agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Lessee's late payment. Acceptance of such late charges (or any portion of the delinquent payment) by County will not constitute a waiver of Lessee's default with respect to such overdue payment, or prevent County from exercising any other right or remedy under this Agreement.

Late payments are considered a default in the terms of this Agreement. Two or more defaults in a twelve (12) month period is grounds for termination of this Agreement.

31. Federal Aviation Administration Requirements

Compliance with requirements of Department of Transportation. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

Future Development. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.

Right to Repair. The County reserves the right, but is not obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

Subordinate to rights of United States Government. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, relative to the development, operation, or maintenance of the airport. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the County and the United States, which failure continues after reasonable notice to make appropriate corrections, will be cause for immediate termination of Lessee's rights under this Agreement that are in conflict with obligations to the United States Government.

Right of Flight. There is reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased



premises. This public right of flight includes the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

**Approach Protection.** Lessee agrees to comply with the notification and review requirements covered in Title 14 Code of Federal Regulations Part 77 in the event future construction of a building or facility above ground level is planned for the leased premises or in the event of any planned modification or alteration of any present or future building or structure situated on the airport. This requires that FAA Form 7460-1, Notice of Proposed Construction or Alteration, be submitted to the FAA and an FAA determination received before construction of improvements or structures above ground level can proceed.

**Maximum Elevation, Right to Cure.** The Lessee by accepting this Agreement expressly agrees for itself, its successors, and its assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event this covenant is breached, the County reserves the right to enter the leased premises and to remove the offending structure or object or cut the offending natural growth, all of which will be at Lessee's expense.

**Interference with Operations.** The Lessee, by accepting this Agreement, agrees for itself, its successors, and its assigns that it will not make use of the leased premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard, physical, electronic, or otherwise, including wildlife attractants. In the event this covenant is breached, the County reserves the right to enter the leased premises and cause the abatement of such interference at Lessee's expense.

**Exclusive Use Prohibited.** It is understood and agreed that nothing in this Agreement may be construed to grant or authorize the granting of an exclusive right within the meaning of Title 49 U.S. Code sections 40103(e) or 47107(a)(4).

**War or National Emergency.** This Agreement and all its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airport or the exclusive or nonexclusive use of the airport by the United States during a time of war or national emergency.

Airport Safety and Security Requirements. The Lessee will conform to Airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area, including runways, taxiways, and aircraft aprons by vehicles, employees, customers, visitors, etc., to prevent security breaches, and to avoid aircraft incursions and vehicle/pedestrian deviations. Lessee must complete and pass an airfield safe driving instruction program when offered or required by the County. Lessee will be subject to penalties as prescribed by the County for violations of the airport safety and security requirements.

32. Notices required by this Agreement may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, with any United States Post Office facility. Such notice to the County must be addressed to Director of Airports, Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010. Such notice to Lessee must be addressed to the address shown in section 1 of this Agreement.

**Lessee and County have executed this Agreement, on this**  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LESSEE**

\_\_\_\_\_

**COUNTY OF VENTURA**

**BY**

\_\_\_\_\_

**County Agent**

Rev. 6/16/17

# ATTACHMENT 6

## COUNTY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

**THIS AGREEMENT** made and entered into the day, month, and year last below written by and between "**Lessee**" and **COUNTY OF VENTURA**, a body corporate and politic, hereinafter referred to as "**Lessor**".

1. **Lessor**, in consideration of the mutual covenants herein and full performance of the acts herein to be performed by **Lessee**, gives unto **Lessee** the privilege to store an aircraft in an aircraft hangar, that can be relocated, and which is determined to be the property of the **County of Ventura**.
2. The term of this Agreement shall commence on the day, month, and year last below written and shall extend for a period of one (1) calendar month with automatic renewal upon the same terms and conditions as may be modified from time to time or terminated as herein provided.
3. Either party hereto may cancel the Lease for any reason by giving thirty (30) days prior written notice by certified mail to the other party.
4. **Lessor** may terminate this Lease at any time and without prior written notice in the event of violations of laws, rules, regulations, or the lawful instruction of Airport servants or the event of the disregard or breach of any of the terms or conditions herein.
5. **Lessee** hereby releases and discharges **Lessor** from all claims and demands by **Lessee** for loss of or damage to **Lessee's** property and agrees to indemnify **Lessor** against and save **Lessor** harmless from all costs and expense, including attorney's fees, and all liability, claims and demands of others for loss of or damage to property or injury to or death of persons, which may result directly or indirectly from any operation under this Lease. **Lessee** agrees to pay **Lessor** in full and promptly upon demand for any and all loss of or damage to **Lessor's** property cause by or resulting from any operation of **Lessee** hereunder or in connection herewith.
6. **Lessee** hereby grants to **Lessor** a lien against aircraft and all personal property which **Lessee** may, from time to time, store upon the premises. This lien shall exist and continue for all unpaid amounts which **Lessee** may owe **Lessor**, from time to time, and the assertion of the lien shall not relieve **Lessee** from the obligation to pay the monthly fees as herein provided. In the event **Lessee** does not fully and immediately discharge all unpaid amounts, **Lessor** may take possession of aircraft and personal property stored, without notice or other action, and exercise its lien against the same and, in additions thereto, have and recover all costs and expense including attorney's fees in connection with the repossession for personal property and assertion of the lien.
7. **Lessor** will not be responsible for theft, loss, injury, damage, or destruction of the property thereon or therein, or accident, or injury to **Lessee**, it being

specifically understood that the amount of charges fixed for this Lease is for the privilege of aircraft storage only.

8. Assigned hangar space shall be used only for storage of aircraft, equipment, and supplies for minimum owner maintenance of said aircraft. Motor vehicles may be parked only in public parking lots or Lessee's assigned aircraft storage area. Conditions may arise where it may be necessary for the **Lessor** to withdraw temporarily or permanently, without prior notice, the privilege of parking motor vehicles in the assigned storage area.
9. **Lessee** may not conduct any commercial activity on the premises and the aircraft located in said storage area shall not be used for commercial activity. Such use constitutes grounds for termination of this Lease, unless **Lessee** secures prior written consent of the **Lessor**.
10. If **Lessee** desires to engage or use the services of another person in connection with any aircraft work or repair, other than at repair facilities established at the Airport, **Lessee** shall give written notice of such intention prior to commencement of any work. Said notice shall state the name, address, and qualifications of such person, and **Lessor** shall have the right to refuse to permit or to stop any work. This shall not limit the aircraft owner to pilot's right to do work on his own aircraft as permitted by the Federal Aviation Regulations in areas on the Airport approved by the Director of Airports.
11. **Lessee** shall not by his own or his agent's actions cause any increase in the Lessor's insurance rates or damage to the Lessor's property. The use of power tools which in any way increases the hazard of fire is strictly prohibited. Any use of the storage areas **shall conform to all Airport rules and regulations, and local building and fire codes**.
12. The use of combustible chemicals, cleaning solvents, stripping, washing, painting, welding, or repairs to the fuel system in or adjacent to the storage area is **strictly prohibited**. **Lessee** may perform the foregoing only in a location assigned by the **Lessor**.
13. **Lessee** shall not exercise the right granted herein in any manner, which would interfere with the departure and arrival of aircraft.
14. **Lessee** shall permit Lessor's authorized agents free access to the aircraft storage hangar area at all reasonable times for the purpose of inspection or for making necessary improvements.
15. **Lessee** shall not make or cause to be made any alteration to the storage area without first securing the written consent of Lessor's authorized agent and then only upon the terms set by said agent.
16. Waiver of any provision herein or of the regulations governing the use of aircraft storage hangar shall not be deemed a continuing waiver of any other provision or regulation.

17. The privilege conveyed herein may be subject to real property taxation and/or assessment. In such event, **Lessee** shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City, or any other tax assessment levying body upon the leased premises and any improvements or fixtures located thereon. **Lessee** shall also pay all taxes, assessments, fees, and charges on all merchandise fixtures and equipment owned or used thereon.
18. **THIS LEASE IS PERSONAL TO THE LESSEE, AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED.**
19. **Lessee** shall notify **Lessor** in writing within ten (10) days of any change in aircraft ownership or substitution of aircraft.
20. The aircraft storage hangar shall be occupied by an aircraft registered to the **Lessee** as reflected on the signed lease agreement. Federal Aviation Administration records will determine registration of aircraft.
21. **Lessee** agrees to pay as consideration the posted monthly lease fee in advance within fifteen (15) days after the first (1<sup>st</sup>) day of each and every month of the term. Partial months shall be prorated. Failure to pay monthly in advance shall automatically revoke this lease and the use of the space, thereafter, shall be charged for at the standards daily fee. Fees charged and lease deposits required shall automatically conform to fee changes approved by the Board of Supervisors. Additionally, **Lessee** agrees to provide **Lessor**, concurrently with the execution of this Agreement, with a lease deposit in the amount of one (1) months license fee in order to secure **Lessee's** conformance with the terms of this Agreement.
22. Notices required herein except as specified in Paragraph 3 may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by deposition such envelope, with postage prepaid, by any United States Post Office facility. Such notice shall be addressed to Director of Airports, Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010.

23. Lessee is the owner of the following aircraft:

Plane # \_\_\_\_\_ Make: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Type of Pilot's License \_\_\_\_\_

Pilot's License #: \_\_\_\_\_

Hangar #: \_\_\_\_\_

Insurance Co. \_\_\_\_\_

Airport: \_\_\_\_\_

Policy No. \_\_\_\_\_

Phone # \_\_\_\_\_

**IN WITNESS WHEREOF**, the **Lessee** as executed this Lease and the **Lessor** has cause this Lease to be executed on its behalf by the Administrator, Department of Airports, County of Ventura, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LESSEE**

\_\_\_\_\_

**COUNTY OF VENTURA  
LESSOR**

**BY** \_\_\_\_\_

**County Agent**

# ATTACHMENT 7

## COUNTY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

This Agreement is made and entered into, effective on the date last written below, by and between \_\_\_\_\_ (Lessee) and the County of Ventura, acting by and through the Director of Airports, Department of Airports (County). In consideration of the mutual covenants in this Agreement, Lessee and County agree as follows.

1. County grants to Lessee the right to occupy and use the aircraft storage hangar described below (Hangar) for the sole purpose of storing in the Hangar the below-described aircraft (Aircraft) and other personal property described in this Agreement.

\_\_\_\_\_  
Hangar number

\_\_\_\_\_  
Airport

\_\_\_\_\_  
Aircraft make and model

\_\_\_\_\_  
FAA Registration (Tail) Number

\_\_\_\_\_  
Lessee and registered owner

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business telephone number

\_\_\_\_\_  
Cell phone number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Type of pilot's certificate

\_\_\_\_\_  
Pilot's certificate number

\_\_\_\_\_  
Insurance company

\_\_\_\_\_  
Policy number

The precise location of the Hangar is subject to County's discretion and modification.

2. Except as described below, Lessee is permitted to use the Hangar only for storage of the Aircraft, its associated aeronautical equipment, minimal furniture (example: desk, chair, couch) to support the use of the hangar for pilot flight planning and the like, and supplies for minimum owner maintenance of the Aircraft. The Aircraft described in this Agreement must be registered to and owned by Lessee. Registration and ownership of the Aircraft must be shown by providing a copy of one or more of the following documents to the Director of Airports (Director): (a) a current copy of the FAA Certificate of Aircraft Registration listing Lessee as the registered owner of the Aircraft, (b) a valid aircraft lease naming Lessee as the exclusive lessee of the Aircraft, (c) documentation, including but not limited to, a bill of sale or sales contract, demonstrating that Lessee has an equitable ownership interest in the Aircraft sufficient to give Lessee sole possession and control of the Aircraft, Registration and ownership of the Aircraft must be demonstrated to the satisfaction of the Director at or before the following events: (a) execution of this Agreement, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft, and (d) as requested by the Director. Any documentation showing ownership as required by this section must, in addition to Lessee, also show every other owner of the Aircraft. Should Lessee dispose of the Aircraft, by sale or other method, the Hangar may not remain vacant for more than ninety (90) calendar days, except upon written approval by County when Lessee has demonstrated a need for a longer period, and approval will not be unreasonably withheld.
  
3. Except where the Aircraft is an Aircraft Under Construction (defined below), the Aircraft must be airworthy. To demonstrate that the Aircraft is airworthy, Lessee must produce current records documenting successful completion of a required annual airworthiness condition inspection conducted by an inspector certified by the FAA. The Director may, at any time, require Lessee to demonstrate that the Aircraft is airworthy. Lessee must produce the required documentation within 30 days of the date that the Director requests such demonstration.

Except for an Aircraft Under Construction, storage of an aircraft in the Hangar that is not airworthy, or Lessee's failure to submit appropriate documentation when requested by the Director may, in the sole discretion of the Director, result in termination of this Agreement. Any aircraft, other than an Aircraft Under Construction, that is not airworthy must be removed from the Hangar as provided by this Agreement.



4. One non-airworthy aircraft in the process of being built or extensively restored (Aircraft Under Construction) may be stored in the Hangar. Before storing any Aircraft Under Construction, Tenant must first obtain County's written consent. The County reserves the right to inspect an Aircraft Under Construction every 90 days to ensure demonstrable progress toward completion is being made and to ensure the hangar is not being used to merely store aircraft parts. Where the Hangar is being used to store an Aircraft Under Construction, no Additional Stored Aircraft may be stored in the Hangar.
5. Upon prior written approval of the County, Lessee may replace the Aircraft with another aircraft. To obtain approval, Lessee must provide to the County the replacement aircraft's make, model, and FAA registration number, and the ownership and airworthiness documentation required above. Approval of the proposed replacement aircraft will be at the sole discretion of the County. If approval is granted to replace the Aircraft, the Aircraft must be replaced with the approved replacement aircraft within ninety (90) days, except upon written approval by County when Lessee has demonstrated a need for a longer period, and approval will not be unreasonably withheld and this Agreement must be amended to reflect the replacement aircraft as the new Aircraft. Replacement of the Aircraft will not constitute an assignment prohibited by this Agreement. Failure to obtain approval for any replacement aircraft, failure to timely replace the Aircraft, and failure to amend this Agreement are grounds termination of this Agreement.
6. Upon prior written approval of the County, Lessee may store one Motor Vehicle, in addition to the Aircraft, in the Hangar, if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars. "Motor Vehicle" has the same meaning as provided by Vehicle Code section 415, except that "Motor Vehicle" does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Conditions may arise where it may be necessary for the County to withdraw temporarily or permanently, without prior notice, the privilege of parking a motor vehicle in the Hangar. Failure to obtain approval for storage of a Motor Vehicle, failure to store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, or failure to remove any stored Motor Vehicle upon request, and storage of any vehicle not authorized by this Agreement are grounds for termination of this Agreement.
7. Upon prior written approval of the County, if space permits, and if the Hangar is not being used to store an Aircraft Under Construction, Lessee may store a second aircraft as an "Additional Stored Aircraft" in the Hangar. Storage of an Additional Stored Aircraft will not constitute

a prohibited transfer or assignment of the interest conveyed by this Agreement. Unless it is an Aircraft Under Construction, the Additional Stored Aircraft must be airworthy. The Additional Stored Aircraft must be registered with the Department of Airports and is subject to all laws, rules, regulations, and terms of this Agreement, in the same manner and to the same extent as the Lessee and the Aircraft. This Agreement must be amended to reflect the addition of an Additional Stored Aircraft. Storage of an Additional Stored Aircraft in compliance with this Agreement will not constitute an assignment prohibited by this Agreement. Failure to obtain approval for storage of any additional aircraft and failure to amend this Agreement are grounds for termination of this Agreement.

8. The term of this Agreement commences on the date last written below and extends for a period of one (1) calendar month. At the end of the above and any renewed term, this Agreement will automatically renew with the same terms and conditions unless modified or terminated as provided in this Agreement.
9. Either party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice by certified mail to the other party.
10. County may terminate this Agreement immediately, at any time and without prior written notice, in the event Lessee violates any law, rule, regulation, or lawful instruction of any Department of Airports servant or agent, or in the event of the disregard or breach of any of the terms or conditions of this Agreement.
11. Lessee hereby releases and discharges County from all claims and demands by Lessee or Lessee's heirs or assigns, for loss of or damage to Lessee's property and Lessee and Lessee's heirs and assigns agree to indemnify County against, save County harmless from, and defend County against all costs and expenses, including attorney's fees, and all liability, claims, and demands of others for loss of or damage to property or injury to or death of persons, that may result directly or indirectly from any operation under this Agreement. Lessee agrees to pay County in full and promptly upon demand for any and all loss of or damage to County's property caused by or resulting from any operation of Lessee under or in connection with this Agreement.
12. Lessee must maintain and keep in force during the term of this Agreement, for the mutual benefit of County and Lessee, at Lessee's sole cost and expense:

(a) Aircraft Liability. Bodily injury including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$500,000 each accident. Seats may be excluded.

(b) The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. For aircraft, which are out of License, not airworthy, or Aircraft Under Construction, a signed statement to that fact with a promise to obtain the required insurance before operating said aircraft shall be filed in lieu of the certificate. The County of Ventura Department of Airports must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

13. Lessee hereby grants to County a lien against the Aircraft, and all personal property that Lessee stores in the Hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Aircraft and satisfy its lien in accordance with sections 1208.61 through 1208.70 inclusive of the California Code of Civil Procedure, and County may also take and recover possession of the stored Aircraft and personal property, without notice or other action, and exercise its lien against the same and have and recover all costs and expenses including attorney's fees in connection with the repossession of said Aircraft, or personal property and assertion of the lien.
14. County is not responsible for any theft, loss, injury, damage, or destruction of the Aircraft, or other property stored in the Hangar, or for injury to Lessee.
15. Lessee agrees to abide by all applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and offices thereof, including, but not limited to, the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), the most current Department of Airports Rent and Fee Schedule, and the FAA Policy on the Non-Aeronautical Use of Hangars, Docket Number FAA 2016-0463 of the Federal Register, dated June 15, 2016, or the current version thereof, which may be amended from time to time, and which is incorporated here by this reference.

16. Any aircraft occupying the Hangar in violation of the Airports Ordinance Code; this Agreement; or local, state, or federal law must be removed by its owner from the Hangar within forty-eight (48) hours of the date of written notification by the Director or his designee that the aircraft must be removed. An aircraft not timely removed from the Hangar may be removed by the Director and moved to any other place on the airport without liability for damage to the aircraft or other property that may result from such removal. All cost and expense of moving the aircraft must be paid by the aircraft owner. Once moved to another location on the airport, the aircraft owner must remove the aircraft from the airport within three (3) days of its removal from the Hangar. If, after such time, the aircraft is not removed from the airport, the Director may commence lien sale proceedings as provided by law.
17. Lessee may not conduct any commercial activity in or near the Hangar, and the Aircraft located in the Hangar may not be used for commercial activity. Any such use, without a commercial lease or amendment of this Agreement allowing such use, constitutes grounds for immediate termination of this Lease
18. If Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than at repair facilities established at the airport, Lessee must give written notice of such intention to the Director before commencement of any work. Said notice must state the name, address, and qualification of any person who will perform the work, and County may refuse to permit and may stop any work. This section does not limit the Aircraft owner's or pilot's authority to work on the Aircraft, as permitted by FAA Regulations, in areas on the airport approved by the Director.
19. Lessee may not, by his own or his agent's actions, cause any increase in the County's insurance rates or damage to the County's property. The use of power tools that in any way increases the hazard of fire is strictly prohibited. All uses of the Hangar must conform to all airport rules and regulations and local building and fire codes.
20. Lessee may not, in or near the Hangar, do or permit others to do any of the following: use combustible chemicals or cleaning solvents, stripping, washing, painting, welding, or fuel system repair. Lessee may perform the foregoing activities only in a location assigned for that purpose by the County.
21. Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.

22. Lessee must comply with all applicable federal, state, and local airport security and access requirements and policies, as updated or implemented from time to time. Lessee is responsible for ensuring that Lessee's employees, agents, and guests comply with all applicable security and access requirements and policies. Lessee accepts the responsibility for all access keys, cards, or other media issued to others at Lessee's request. At the termination of any such arrangement, Lessee must notify airport management retrieve such access media immediately and return it to the airport office.
23. Lessee must permit County and its authorized agents free access to the Hangar at all reasonable times for the purpose of inspection or for making necessary improvements, including, but not limited to, an annual inspection of Lessee's fire extinguisher and inspections to confirm compliance with the terms of this Agreement.
24. Lessee may not make or cause to be made any alteration to the Hangar without first securing the written consent of County or its authorized agent and then only upon the terms set by County or its agent.
25. Waiver of any provision of this Agreement or of the regulations governing the use of the Hangar does not constitute a waiver of any other provision or regulation.
26. The interest conveyed by this Agreement may be subject to real property taxation and assessment. In such event, Lessee must pay before delinquency all taxes or assessments that at any time are levied by the state, county, city, or any other taxing authority upon the leased premises and any improvements or fixtures located on those premises. Lessee must also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used on the premises.
27. The interest conveyed by this Agreement is personal to the Lessee, and may not be transferred, in whole or in part, sublet, assigned, or otherwise encumbered, either voluntarily or by operation of law. Any attempt to transfer or assign this Agreement is grounds for immediate termination of this Agreement.

A change of control of Lessee will constitute an assignment. If Lessee is (a) a corporation, the stock of which is not publicly traded over a national exchange, or (b) an unincorporated association, limited liability company, or partnership, the transfer, assignment, or hypothecation of any stock or ownership interest, or voting control in such corporation, association, limited liability company, or partnership in the aggregate in excess of fifty percent (50%), whether in one or in multiple

transactions, will be deemed an assignment for purposes of this section. Notwithstanding the above, the transfer, assignment, or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership in the aggregate, whether in one or in multiple transactions, such that less than fifty percent (50%) of the stock or ownership interest, or voting control of such corporation, association, limited liability company, or partnership remains in the original Lessee, such transfer, assignment, or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership will be deemed an assignment for purposes of this section.

28. Lessee must equip the hangar with a fire extinguisher appropriately mounted for easy access, of a size and type to be determined by the County Fire Department, but in no case less than 5 lb. all-purpose type filled with ABC dry chemical.
29. Lessee agrees to pay as consideration the posted monthly rent in advance, within fifteen (15) days after the first (1<sup>st</sup>) day of each and every month of the term. Partial months will be prorated. Failure to pay monthly in advance will automatically result in termination of this Agreement, and any further use of the Hangar after such termination will be charged at the standard daily fee. Rent charged and lease deposits required will be those specified by the Board of Supervisors in the then-current Rent and Fee Schedule and will automatically change upon the Rent and Fee Schedule's approval by the Board of Supervisors. Additionally, Lessee agrees to pay County, concurrently with the execution of this Agreement, a lease deposit in the amount of one month's rent plus late fee, as security to ensure Lessee's conformance with the terms of this Agreement.

Lessee acknowledges that the late payment of rent or any other sums due under this Agreement will cause County to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any rent or any other sum due County is not received by County within fifteen (15) days after the first day of the month, a late fee of fifteen dollars (\$15) will be added to the balance due, and the total sum will become immediately due and payable to County, as liquidated damages. An additional late fee of fifteen dollars (\$15) will be added for each additional month or portion thereof that said payment remains unpaid.

Lessee and County agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Lessee's late payment. Acceptance of such late charges (or any portion of the delinquent payment) by County will not constitute a



waiver of Lessee's default with respect to such overdue payment, or prevent County from exercising any other right or remedy under this Agreement.

Late payments are considered a default in the terms of this Agreement. Two or more defaults in a twelve (12) month period is grounds for termination of this Agreement.

30. Federal Aviation Administration Requirements

Compliance with requirements of Department of Transportation. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

Future Development. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.

Right to Repair. The County reserves the right, but is not obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

Subordinate to rights of United States Government. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, relative to the development, operation, or maintenance of the airport. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the County and the United States, which failure continues after reasonable notice to make appropriate corrections, will be cause for immediate termination of Lessee's rights under this Agreement that are in conflict with obligations to the United States Government.

Right of Flight. There is reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight includes the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

Approach Protection. Lessee agrees to comply with the notification and review requirements covered in Title 14 Code of Federal Regulations Part 77 in the event future construction of a building or facility above ground level is planned for the leased premises or in the event of any planned modification or alteration of any present or future building or structure situated on the airport. This requires that FAA Form 7460-1, Notice of Proposed Construction or Alteration, be submitted to the FAA and an FAA determination received before construction of improvements or structures above ground level can proceed.

Maximum Elevation, Right to Cure. The Lessee by accepting this Agreement expressly agrees for itself, its successors, and its assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event this covenant is breached, the County reserves the right to enter the leased premises and to remove the offending structure or object or cut the offending natural growth, all of which will be at Lessee's expense.

Interference with Operations. The Lessee, by accepting this Agreement, agrees for itself, its successors, and its assigns that it will not make use of the leased premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard, physical, electronic, or otherwise, including wildlife attractants. In the event this covenant is breached, the County reserves the right to enter the leased premises and cause the abatement of such interference at Lessee's expense.

Exclusive Use Prohibited. It is understood and agreed that nothing in this Agreement may be construed to grant or authorize the granting of an exclusive right within the meaning of Title 49 U.S. Code sections 40103(e) or 47107(a)(4).

War or National Emergency. This Agreement and all its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation,



regulation and taking over of the airport or the exclusive or nonexclusive use of the airport by the United States during a time of war or national emergency.

Airport Safety and Security Requirements. The Lessee will conform to Airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area, including runways, taxiways, and aircraft aprons by vehicles, employees, customers, visitors, etc., to prevent security breaches, and to avoid aircraft incursions and vehicle/pedestrian deviations. Lessee must complete and pass an airfield safe driving instruction program when offered or required by the County. Lessee will be subject to penalties as prescribed by the County for violations of the airport safety and security requirements.

31. Notices required by this Agreement may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, with any United States Post Office facility. Such notice to the County must be addressed to Director of Airports, Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010. Such notice to Lessee must be addressed to the address shown in section 1 of this Agreement.

**Lessee and County have executed this Agreement, on this**  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LESSEE**

\_\_\_\_\_

**COUNTY OF VENTURA**

**BY**

\_\_\_\_\_  
**County Agent**

Rev. 6/16/17



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)

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July 10, 2017

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

**Subject:** Authorize the Director of Airports, or His Designee, to Accept and Sign Federal Aviation Administration (FAA) Grant No. 3-06-0179-035-2017, When Offered, in an Estimated Amount of \$261,000, Which Will Provide Funds for an Update to Oxnard Airport's Master Plan Narrative Report and Airport Layout Plan; Authorize the Director of Airports to Apply for, Accept, and Sign for a Matching Funds Grant from Caltrans, if Offered; and Authorize County Counsel to Execute the Certificate of Sponsor's Attorney Required by FAA Grant Agreements.

**Recommendations:**

Staff requests that 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. 3-06-0179-035-2017, when offered, in an estimated amount of \$261,000, which will provide funds for an Update to Oxnard Airport's Master Plan Narrative Report and Airport Layout Plan;
2. Authorize the Director of Airports, or his designee, to apply for, accept, and sign for a matching funds grant from Caltrans, if offered; and
3. Authorize County Counsel to execute the Certificate of Sponsor's Attorney required by FAA grant agreements.

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**Fiscal/Mandates Impact:**

Mandatory: *No*  
 Source of funding: *FAA (90%)*  
                                   *Caltrans (4.5%)*  
 Funding match required: *Airport Enterprise Fund (5.5%)*  
 Impact on other departments: *None – no general funds required*

**Summary of Revenue and Total Costs**  
**for Grant Acceptance**

**FY 2017/18**

Revenue: FAA (90%)	\$ 261,000*
Caltrans (4.5%)	13,050*
Direct Costs	<u>290,000</u>
Net Costs – Airport Enterprise Fund	\$ <u>15,950</u>

*\*Estimated Total Grant Amount*

**Current Fiscal Year Budget Projection:**

FY 2016-17 Budget Projection for Airports Capital Projects - Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated (Savings/Deficit)
Appropriations	\$ 1,655,100	\$ 3,993,265	\$ 3,875,353	\$ 0
Revenue	0	0	0	0
Operating Gain/Loss	\$ (1,655,100)	\$ (3,993,265)	\$ (3,875,353)	\$ 0

*As an enterprise fund, capital asset acquisitions are capitalized as appropriate, and as a result, the Airports will recognize no net loss.*

**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 projects at the Oxnard Airport.

In anticipation of the FAA's deadline for grant award and the Board's meeting schedule, staff requests that the Department of Airports be authorized to accept FAA and Caltrans grants when offered, in an estimated maximum amount, for the project described below. The grant estimate is based upon the projected total project costs and will be adjusted to reflect an FAA-approved negotiated proposal cost.

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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:

- **Update to Oxnard Airport's Master Plan's Narrative Report and Airport Layout Plan**

The objective is to update the Oxnard Airport, Airport Layout Plan (ALP) drawing set (ALP) and provide a narrative report (Narrative Report) supporting the proposed changes and/or revisions to the ALP. The narrative report will focus on the facility changes and development direction of the airport that has occurred since the preparation of the previous Airport Layout Plan. The ALP Narrative Report will include the identification of future facility needs, and capital improvement scheduling and costs. The ALP Narrative Report and the updated ALP drawing set will also reflect new policies and development direction provided by Ventura County.

The grant funds for the work described in this 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. 3-06-0179-035-2017 is not presently available, it is anticipated that the grant agreement will be similar to prior FAA grant agreements approved by the Board of Supervisors. These grant agreements require an executed Certificate of Sponsor's Attorney. Therefore, your Commission/Authority is being asked to recommend the Board also authorize County Counsel to execute the Certificate of Sponsor's Attorney, certifying that the County has the authority to enter into the grant agreement and that the agreement constitutes a legal and binding obligation.

If you have any questions regarding this item, please call Erin Powers at 805-388-4205, or me at 805-388-4200.



TODD L. McNAMEE, AAE  
Director of Airports

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## MONTHLY ACTIVITY REPORT

Month ending May 31, 2017

### Hangars and Tie-downs:

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

### Other:

	CAMARILLO	OXNARD
Citations Issued	1	0
Current year number of aircraft operations – for month	12,693	7,151
Last year number of aircraft operations – for month	11,506	7,695
Current enplaned passengers – for month	-	0
Last year enplaned passengers – for month	-	0
Cards issued to transient overnight aircraft	28	0
Noise/nuisance complaints	2	2
Other aircraft ** (est.)	120	15
Hangar waiting list	136	21

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

Revised 6/22/17

G:\Jorge's Monthly Activity Reports\Mo Activity Reports\2017\Mo Activity Report May 2017

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**MONTHLY NOISE COMPLAINT SUMMARY  
CAMARILLO AIRPORT**

<b>Date/Time &amp; weather of complaint(s)</b>	<b>Type of complaint</b>	<b>Mode of flight</b>	<b>Type of aircraft</b>	<b>Location of complaint</b>	<b>Number of calls regarding this aircraft (this month)</b>	<b>Number of calls from this person (this month)</b>	<b>Pilot contacted</b>	<b>Complainant contacted</b>
5/8 8:45am Clear	Noise	L	Piston	400 Block Calle Mirasol, Camarillo, CA	1	1	***	N/R
5/24 10:35am Overcast	Noise	L	Jet	Grandview & Cedar Road, Camarillo, 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



**MONTHLY NOISE COMPLAINT SUMMARY  
OXNARD AIRPORT**

<b>Date/Time &amp; weather of complaint(s)</b>	<b>Type of complaint</b>	<b>Mode of flight</b>	<b>Type of aircraft</b>	<b>Location of complaint</b>	<b>Number of calls regarding this aircraft (this month)</b>	<b>Number of calls from this person (this month)</b>	<b>Pilot contacted</b>	<b>Complainant contacted</b>
5/22 4:30pm Overcast	Noise	O	UNK	2600 Block Lions Gate, Oxnard, CA	1	1	***	N/R
5/23 7:35pm Clear & Calm	Noise	T&G	Cirrus	3500 Block Leeward Way, 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

**AIRPORT TENANT  
PROJECT STATUS  
June 23, 2017**

**CAMARILLO**

- Airport Properties Limited (APL) Hangar Development. Row G – Construction continues; sewer improvements underway.

**OXNARD**

- None

**OTHER**

- None



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

June 2017

Page 1 of 1

Sup. Dist.	Project Name Spec. Number	Estimate	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design/ Const.	Remarks
		Low Bid			Bid Date	Contract Award	Const Start	Const Comp		
5	CMA Viewport Shade Structure	\$45,000 \$43,000		DOA Shade Structure Inc.	2/20/17	3/20/17	TBD	TBD	90 0	Permit approved. Construction to be scheduled.
5	CMA Storage Yard Improvements	\$210,000 \$121,485.61		DOA Various	Various	Various	1/13/17	6/1/17	100 50	Installation of sidewalk and driveway entrances complete. Fence contract in process.
5	CMA Demolition of Buildings at 500 Eubanks Street	\$231,951 295,721		DOA Standard Demolition	5/31/17	6/20/17	7/17/17	11/9/17	100	Contract processing underway.
5	CMA Hangar Electrical Improvements	\$132,481 163,901			5/16/17	6/22/17	7/24/17	TBD	100	Contract awarded. Permit approved. Schedule in process.

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

IPL

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

June 2017

Page 1 of 1

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	NE Hangar Development, Phase 1	\$653,000		Mead & Hunt	N/A	N/A	N/A	N/A	90%	Design underway. Waiting for FAA approval of plans & specifications.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

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# AVIATION ADVISORY COMMISSION

## 2017

### ROTATION LIST

MEETING	MEMBER
JANUARY	STEVE WEISS
FEBRUARY	HARVEY PASKOWITZ
MARCH	GARY JACOBS
APRIL	JERRY MILLER
MAY	BOBBY WILLIAMS
JUNE	MARK SANDSTROM
JULY	MAGGIE BIRD
AUGUST	BRUCE HAMOUS
SEPTEMBER	ADRIANA VAN DER GRAAF
OCTOBER	JAMES FLICKINGER
NOVEMBER	STEVE WEISS
DECEMBER	HARVEY PASKOWITZ

IF YOU CANNOT ATTEND ON YOUR APPOINTED MEETING DATE, PLEASE ARRANGE WITH ANOTHER MEMBER TO SUBSTITUTE FOR YOU.

THANK YOU!

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**DEPARTMENT OF AIRPORTS  
2017 MEETING SCHEDULES**

**AAC/CAA/OAA**

<b>AVIATION ADVISORY COMMISSION</b>	<b>CAMARILLO &amp; OXNARD AUTHORITIES</b>
January 9 (Due to Holiday)	January 12
February 6	February 9
March 6	March 9
April 3	April 13
May 1	May 11
June 5	June 8
July 10 (Due to Holiday)	July 17 (Due to Availability)
August 7	August 10
September 11 (Due to Holiday)	September 14
October 2	October 12
November 6	November 9
December 4	December 14

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.

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month (one exception is noted above in green highlight) at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo.

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# NOTICE

To: Camarillo County Hangar Tenants C-233 through C-281

From: Camarillo Airport Operations Supervisor

Date: 5/30/2017

Re: **Electrical Upgrade Project**

The Department of Airports will be upgrading the electrical system on the above mentioned hangars and storage units. The project is estimated to begin on July 3, 2017 and has an estimated completion date of September 7, 2017. For liability reasons, all aircraft and property stored in these units will need to be removed. Parking is available on a first come first serve basis for open tie-downs.

Affected tenants that move to a tie-down will have their hangar rent discounted to the tie-down rate for the project period. Affected tenants moving to an FBO will be required to save any receipts for the rent paid during the period. A discount up to the monthly rent on the affected hangar may be applied.

Airport maintenance staff will need to access the hangars for preparation work so all locks will need to be removed. Please use this opportunity to squawk any other needed maintenance for the hangar. These repairs will be noted and resolved during the project period where possible. Anything that is not completed will be scheduled for a future date.

Any tenant upgrades not having prior department approval will be removed during construction at tenant's expense. We believe the improvements will provide better conditions in the hangars, which will outweigh the temporary inconvenience. Please contact Nick Martino at (805) 388-4246 for any questions about this project.

Thank you for your understanding and cooperation.

Sincerely,



Nick Martino  
Airports Operations Supervisor

*Airport Operations on duty 24 hours: Cell: 805-947-6803*

May 31, 2017

Ms. Lisa Cline  
Deputy Superintendent, Business & Fiscal Services  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

**RE: Comments on Oxnard School District's Notice of Preparation (NOP) of an Environmental Impact Report (EIR) for the Doris Patterson Educational Facilities Project**

Dear Ms. Cline:

Thank you for the opportunity to review and comment on the Oxnard School District's Notice of Preparation (NOP) of an Environmental Impact Report (EIR) for the Doris Patterson Educational Facilities Project. The Ventura County Department of Airports offers the following comments for consideration:

**Section 1.1 Project Location**

In paragraph three of this section, the NOP states the Oxnard Airport has approximately 107 based aircraft and approximately 54,500 operations a year. The correct numbers are as follows: As of December 31, 2016, there were 169 based aircraft and the airport experienced 74,157 operations for calendar year 2016.

Please make this correction throughout the document.

**Section 1.3 Other Public Agencies Whose Approval is Required**

The "Ventura County Airport Commission" is named incorrectly. The proper name is the Ventura County Airport Land Use Commission (VCALUC). The correction is necessary as the Ventura County Aviation Advisory Commission exists as well as the Oxnard and Camarillo Airport Authorities. The VCALUC is the responsible CEQA agency, but it is anticipated that comments will be provided by the above-referenced entities as well.

**Section 2.4.8 e. Hazards and Hazardous Materials**

The NOP states the Oxnard Airport has approximately 107 based aircraft and approximately 54,500 operations a year. The correct numbers are as follows: As of

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December 31, 2016, there were 169 based aircraft and the airport experienced 74,157 operations for calendar year 2016.

Please make this correction throughout the document.

#### **Section 2.4.6 c. Transportation/Traffic**

The NOP states the establishment of educational facilities on the project site is not anticipated to affect air traffic levels at the Oxnard Airport, or change the location of flight paths. Therefore, no impact would result.

It should be noted that this location lies under the Traffic Pattern Zone (TPZ) for the Oxnard Airport. The project site will experience substantial overflight of fixed wing and helicopter aircraft arriving and departing the Oxnard Airport.

#### **Section 2.4.12 e. Noise**

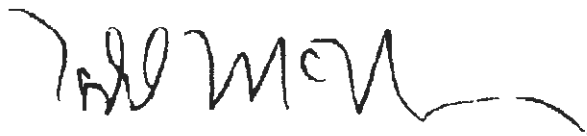
The NOP states the Oxnard Airport has approximately 107 based aircraft and approximately 54,500 operations a year. The correct numbers are as follows: As of December 31, 2016, there were 169 based aircraft and the airport experienced 74,157 operations for calendar year 2016.

Please make this correction throughout the document.

Again, the Ventura County Department of Airports appreciates the opportunity to review and comment on the Oxnard School District's NOP of an EIR for the Doris Patterson Educational Facilities Project.

Please feel free to contact me at 805-388-4200 with any questions.

Sincerely,



TODD L. McNAMEE, AAE  
Director of Airports

C: Andrea Ozdy, LAFCO  
Steve DeGeorge, VCTC  
Aviation Advisory Commission  
Oxnard Airport Authority

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June 1, 2017

*Via Email*  
Mr. Mark Malone  
1686 Pierside Lane  
Camarillo, CA 93010

**Re: Hangar C-280 Improvements at Camarillo Airport**

Mr. Malone:

The Department of Airports has a hangar electrical improvement project scheduled to begin in July for the Central Hangar Area, which includes Hangar C-280. In preparing to notify affected tenants, it has come to our attention that improvements to your hangar may have an impact on our ability to meet inspection and permit sign-off from County Building and Safety.

In reviewing your file, it appears that conceptual approval was granted for the following improvements to your County hangar:

- Installation of insulation and drywall on walls and ceiling;
- Addition of a 3-inch asphalt cap to existing floor, followed by application of a membrane and paint; and
- Panel the door inside the hangar.

Conceptual approval of these improvements was conditioned upon further material approvals from the Airport along with your obtaining permits for the work. Unfortunately, your lease file does not include documentation of the conditions being met. With anticipated Building and Safety inspections ahead, we need you to provide to us copies of any permits related to the improvements in your hangar. This should include the work you had conceptual approval for along with the electrical improvements that are currently in your hangar.

Providing permit copies will allow us to work with County Building and Safety to determine whether improvements to your hangar require modification or whether they may remain as is.

Thank you for your cooperation. Should you have any questions, please do not hesitate to contact me at (805) 388-4205 or Nick Martino at (805) 388-4246.

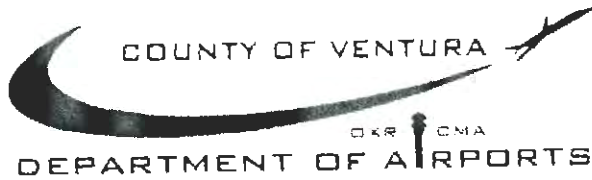
Sincerely,



Erin Powers  
Projects Administrator

9c





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.IFLYXNARD.COM](http://WWW.IFLYXNARD.COM)

June 5, 2017

Resource Environmental  
Atten: Mr. Richard Miller  
6634 Schilling Ave.  
Long Beach, CA 90805

**Re: Bid Protest for Camarillo Airport – Demolition of Buildings at 500 Eubanks Street; Specification No: DOA 17-04; Project No: CMA-212**

Dear Mr. Miller;

On June 2, 2017, the Department of Airports received an email from Resource Environmental protesting the bid for the subject project on the grounds of unfair bidding practices. Specifically, Resource Environmental claims the hauling requirements, as mandated by the County and City of Camarillo create an unfair bidding practice because the approved haulers do not offer the same equipment that a self-hauler can utilize.

However, the hauling requirements are legal mandates that apply equally to all bidders on the project. (Camarillo Municipal Code, § 9.04.040; Ventura County Ordinance Code, § 477-2 et seq.) Compliance with these legal mandates is not optional and was made a condition of the bid. Bidders may utilize an approved franchise hauler or they may self haul. If a franchise hauler does not offer the equipment preferred by a bidder, each bidder has the opportunity to meet the self-hauling requirements and use their equipment of choice.

Therefore, we do not find that you have described an unfair bidding practice. After consulting County Counsel, the Airport plans to move forward to gain authority from the Ventura County Board of Supervisors to award a contract for the project on June 20, 2017.

Sincerely,

A handwritten signature in black ink that reads "Erin Powers".

Erin Powers  
Projects Administrator

c: Todd McNamee  
Al Coulson  
File

9d

June 12, 2017

C&W Construction Specialties, Inc.  
2419 Palma Drive  
Ventura, CA 93003  
*Sent Via Email*

**Ref: Contract for:**  
**Camarillo Airport – STORAGE YARD PERIMETER FENCES & GATES**  
**Specification No: DOA 17-06; Project No.: CMA-207**

Dear Amy:

Attached is the Contract for the Camarillo Airport – STORAGE YARD PERIMETER FENCES & GATES. Please have Two (2) copies of the Contract signed and sealed by Two (2) officers of the corporation, as indicated, and return the original documents, along with the following contract attachments:

1. Contractor's Certification
2. Performance and Payment Bonds
3. Certificate of Liability Insurance
4. Photocopy of Contractor's License

A copy of the executed Contract and all associated documents will be provided to you upon receipt and the execution of the Contract by the Director of Airports.

A Pre-Construction meeting will be scheduled soon with anticipated Contract Time to begin no earlier than July 17, 2017.

If you have any questions concerning this matter, please contact Allan R. Coulson at 805-388-4321, or the undersigned at 805-388-4205.

Sincerely,



Erin Powers  
Projects & Programs Administrator

Attachments: Contract DOA 17-06  
Contractor's Certification  
Performance & Payment Bond

ge

June 12, 2017

Standard Demolition, Inc.  
1905 Lirio Avenue  
Ventura, CA 93004  
*Sent Via Email*

**Ref: Contract for:  
Camarillo Airport – DEMOLITION OF BUILDINGS AT 500 EUBANKS STREET  
SPECIFICATION No.: DOA 17-04; PROJECT No.: CMA-212**

Dear Sir:

Attached is the Contract for the Camarillo Airport – DEMOLITION OF BUILDINGS AT 500 EUBANKS STREET. Please have two (2) copies of the Contract signed and sealed by Two (2) officers of the corporation, as indicated, and return the original documents, along with the following contract attachments:

1. Contractor's Certification
2. Performance and Payment Bonds
3. Certificate of Liability Insurance
4. Photocopy of Contractor's License

A copy of the executed Contract and all associated documents will be provided to you upon receipt and the execution of the Contract by the Director of Airports.

A Pre-Construction meeting will be scheduled soon with anticipated Contract Time to begin no earlier than July 17, 2017.

If you have any questions concerning this matter, please contact Allan R. Coulson at 805-388-4321, or the undersigned at 805-388-4205.

Sincerely,



Erin Powers  
Projects & Programs Administrator

Attachments: Contract DOA 17-04  
Contractor's Certification  
Performance & Payment Bond

9f



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

June 16, 2017

*Via Email*

Mr. Matthew Johnston  
Executive Hangars West Board  
Oxnard Airport for Improvements  
Requested by Mr. David Cortina  
Executive Hangars West, Unit #9

**Re: Final Plan Review and Project Approval for Interior Hangar Modifications to Unit No. 9, Located in the Executive Hangars West Development at Oxnard Airport, DR 17-03**

Mr. Johnston:

Thank you for the opportunity to review the revised plans for the interior hangar modifications to Unit No. 9 located in the Executive Hangars West Development at Oxnard Airport submitted on behalf of Mr. David Cortina. By way of this letter, approval is granted for the improvements shown in the set of plans provided to us on 5/16/17.

Please utilize this letter as Department of Airports' approval when submitting your revised plans to the County of Ventura, Building and Safety offices and other approving agencies.

As a reminder, please be sure to provide a set of the revised drawings that are approved by the County's Building and Safety office prior to construction. We will also need a copy of all permits, both prior to construction and after being signed off. Finally, after project completion, please submit a set of "as built" drawings.

Additionally, during construction the security of the airport must not be compromised. Executive Hangars West and Mr. Cortina are responsible to ensure that anyone driving on the airport related to the performance of the improvements are provided appropriate escort and supervision. Construction activities should be coordinated with the Oxnard Airport Operations Supervisor.

991



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

---

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

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Powers". The signature is fluid and cursive.

Erin Powers  
Projects Administrator

c: Todd McNamee, Director of Airports  
Jorge Rubio, Deputy Director of Airports  
Matthew Johnston, Executive Hangars West Board  
File DR 17-03

9g2

June 19, 2017

Lewis Engineering  
Ms. Jane Montague  
1143 East Main Street  
Ventura, CA 93001

**Subject: Notice to Proceed  
Camarillo Airport – VIEWPORT IMPROVEMENTS  
AEA No. 17-07; CMA-214**

Dear Jane:

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

Allan Coulson has been assigned as Project Manager. You are advised to contact him on all matters pertaining to this project.

All billings should be sent to:

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

All invoices to be paid against this contract must reference the AEA Number shown above. All Basic Services on the Contract are based on the Lump Sum amount of \$3,708.75 for work completed under EXHIBIT A., Paragraph 1.A.1 & 2, the Lump Sum amount of \$3,500.00 for work completed under EXHIBIT A, Paragraph 1.A.3. Extra Services, when authorized in writing, are to be based on the hourly rates as indicated in Exhibit C-1 but not to exceed a maximum amount of \$791.25. Invoices for work must include personnel time records along with backup for any reimbursable charges being claimed.

Sincerely,



Erin Powers  
Project Administrator

Encl.

c: A. Coulson, Mgmt. Consultant  
m/users/everyone/projects/AEA Contracts/AEA 17-07/Notice to Proceed

9h

**Camarillo Airport Hangar Owners Association (CAHOA)****Hangar owners, you are in jeopardy of losing your hangars to the county.**

Todd McNamee, Ventura County Director of Airports, is proposing a revised Private Hangar Land Lease Agreement to be approved by the County Board of Supervisors that will force many of our hangar owners into a distress sale of their hangars to the county, all under the guise of meeting FAA Policy.

This proposed lease agreement is onerous, punitive, and goes far beyond the requirements to meet FAA compliance. Example: "Where the hangar is being used to store an Aircraft Under Construction, no Additional Stored Aircraft may be stored in the hangar". An aircraft owner must show the aircraft to be airworthy by proof of having completed an annual inspection by an FAA inspector. These are just a couple examples of the many onerous requirements contained the 12 page proposed lease agreement followed by no less than six statements or similar to "grounds for immediate termination of this agreement"

Todd's propose lease agreement for our private hangars is certainly not about meeting FAA compliance. The lease agreement is about forcing our hangar owners into distress sales for the opportunity of the county to buy our hangars at a fraction of present value and then renting them back at a much higher rate. The Director of Airports has acknowledged of being in the market for purchasing our private hangars, although not having an approved budget to do so. If you sell your hangar, the agreement requires the hangar owner to offer a right-of-first refusal to the county.

Simply imposing this agreement on our hangar owners will immediately diminish the market value of our hangar. There are few aircraft owners willing to risk purchasing a hangar on a month-to-month lease compounded by the onerous requirements contained in the proposed lease.

Hangar owners, this proposed lease is not good for the future of our private hangars and access to aircraft storage at our county airports. Approval of this lease agreement is on the agenda for the Aviation Advisory Commission July 10<sup>th</sup>, and the Airport Authority, July 17<sup>th</sup>: both meetings at 7:00pm, Camarillo City Hall, 601 Carmen Dr., Camarillo. **Our hangar owners must attend both of these meeting and be counted as vehemently opposing approval of this lease agreement.** Date and time for the Board of Supervisors meeting is not yet certain.

If you need a copy of the agreement, please email me at [drt@dslextrreme.com](mailto:drt@dslextrreme.com) and include your name, phone number, and hangar number. I'll forward you a copy and include you on CAHOA's email list for future newsletters.

I look forward to seeing you at the meetings.

Dave Timms, Interim President, Camarillo Airport Hangar Owners Association.  
805-583-2810

**Rubio, Jorge**

---

**From:** McNamee, Todd  
**Sent:** Friday, June 23, 2017 3:51 PM  
**To:** Rubio, Jorge  
**Subject:** Fwd: Your private hangars are in jeopardy  
**Attachments:** Lease Agmt, Proposed, Rev 1 June 16, 20171.pdf; ATT00001.htm; Lease Agmt, Proposed, Rev 1 June 16, 20172.pdf; ATT00002.htm

**From:** "[wingnut@roadrunner.com](mailto:wingnut@roadrunner.com)" <[wingnut@roadrunner.com](mailto:wingnut@roadrunner.com)>  
**To:** "[robnjim@gmail.com](mailto:robnjim@gmail.com)" <[robnjimw@gmail.com](mailto:robnjimw@gmail.com)>  
**Cc:** "McNamee, Todd" <[Todd.McNamee@ventura.org](mailto:Todd.McNamee@ventura.org)>  
**Subject:** **Fw: Your private hangars are in jeopardy**

JW, you predicted this, and now it's showing it's ugly head, as predicted. Now, I'm convinced Todd is a "DEMONCRAP". I guess we will have to go to yet another god damn meeting, or two. I have had it with f-king government, politicians, etc.

Todd didn't used to be so demanding/harassing and unreasonable. What has happened to him?? I think someone is pulling his puppet strings.

Don

-----Original Message-----

**From:** [Cahoa Owner](#)  
**Date:** 6/22/2017 8:52:12 PM  
**To:** [drt@dslextreme.com](mailto:drt@dslextreme.com)  
**Subject:** Your private hangars are in jeopardy

## NEWSLETTER

June 22, 2017

### Camarillo Airport Hangar Owners Association (CAHOA)

**Hangar owners, you are in jeopardy of losing your hangars to the county.**

Todd McNamee, Ventura County Director of Airports, is proposing a revised Private Hangar Land Lease Agreement to be approved by the County Board of Supervisors that will force many of our hangar owners into a distress sale of their hangars to the county, all under the guise of meeting FAA Policy. The same requirements for meeting FAA Compliance are not being proposed in a revised lease agreement for county owned hangars!!



This proposed lease agreement is onerous, punitive, and goes far beyond the requirements to meet FAA compliance. Example: “Where the hangar is being used to store an Aircraft Under Construction, no Additional Stored Aircraft may be stored in the hangar”. An aircraft owner must show the aircraft to be airworthy by proof of having completed an annual inspection by FAA inspector. These are just a couple examples of the many onerous requirements contained in the 12 page proposed lease agreement followed by no less than six statements or similar to “grounds for immediate termination of this agreement”

Todd’s proposed lease agreement for our private hangars is certainly not about meeting FAA compliance. The lease agreement is about forcing our hangar owners into distress sales for the opportunity of the county to buy our hangars at a fraction of present value and then renting them back at a much higher rate. The Director of Airports has acknowledged of being in the market for purchasing our private hangars, although not having an approved budget to do so. If you sell your hangar, the agreement requires the hangar owner to offer a right-of-first refusal to the county.

Simply imposing this agreement on our hangar owners will immediately diminish the market value of our hangar. There are few aircraft owners willing to risk purchasing a hangar on a month-to-month lease compounded by the onerous requirements contained in the proposed lease.

Hangar owners, this proposed lease is not good for the future of our private hangars and access to aircraft storage at our county airports. Approval of this lease agreement is on the agenda for the Aviation Advisory Commission July 10<sup>th</sup>, and the Airport Authority, July 17<sup>th</sup>: both meetings at 7:00pm, Camarillo City Hall, 601 Carmen Dr., Camarillo. **Our hangar owners must attend both of these meetings and be counted as vehemently opposing approval of this lease agreement.** Date and time for the Board of Supervisors meeting is not yet certain.

Attached is a copy of the proposed lease agreement.

I look forward to seeing you at the meetings.

Any questions, please call or email as listed below.

Dave Timms, Interim President, Camarillo Airport Hangar Owners Association.  
805-583-2810  
[drt@dslexreme.com](mailto:drt@dslexreme.com)

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June 22, 2017

Oilfield Electric Company  
1801 North Ventura Avenue  
Ventura, CA 93001

Subject: **NOTICE TO PROCEED**  
**Camarillo Airport – HANGAR ELECTRICAL IMPROVEMENTS, Central Hangar Area**  
Specification No: **DOA 17-05**; Project No: **CMA-215**

Dear Mr. Howard:

This is your Notice to Proceed as provided in the Contract Documents (executed copy attached). The Contract starting date is June 22, 2017. Paragraph four of the Contract establishes 45 Working Days as the time limit for completion of all work. The estimated contract completion date will be calculated upon issuance of the electrical permit by County Building & Safety.

Before the Engineer determines that any day will be designated as a non-working day because of your inability to obtain materials, equipment or labor (Specification sections 6-6 and 6-7), you will be required to furnish proof to support such determination. To obtain extensions of time due to delays (Specification sections 5-5 and 6-6), you must request them in writing.

In accordance with subsection 9-3.2 of the Specifications, the last Friday of each month has been established as the closure date of making progress payments.

This Contract will be administered by the Department of Airports. Personnel pertinent to contract administration are:

Todd McNamee, Director of Airports  
Erin Powers, Project Administrator  
Allan Coulson, Project Manager

gk1

NOTICE TO PROCEED

June 22, 2017

DOA 17-05

Page Two

All correspondence, submittals and other contacts pertaining to this project should be directed to the Project Administrator except when a request for review is made pursuant to subsection 6-12.2, in which case correspondence shall be addressed to the party whose review is requested.

Sincerely,

A handwritten signature in black ink that reads "Erin Powers". The signature is fluid and cursive, with the first name "Erin" and last name "Powers" clearly distinguishable.

Erin Powers  
Project Administrator

c: Allan Coulson, Project Manager  
Contract File  
DOA Accounting Department

AKZ



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.FLYOXNARD.COM](http://WWW.FLYOXNARD.COM)

June 22, 2017

C&W Construction Specialties, Inc.  
2419 Palma Drive  
Ventura, CA 93003

**Subject: Notice to Proceed for  
Camarillo Airport – STORAGE YARD PERIMETER FENCE & GATES  
Specification No: DOA 17-06; Project No: CMA-207**

Dear Mr. Bennett:

This is your Notice to Proceed as provided in the Contract Documents. The Contract starting date is June 26, 2017. Paragraph four of the Contract states the overall time for completion of the Project is Forty (40) Working Days. The overall completion time is broken into two components: 1) Twenty (20) Working Days for Mobilization; and 2) Twenty (20) Working Days for Construction completion. Therefore, the estimated Contract completion date is August 22, 2017. Liquidated Damages in the amount of \$500.00 per Calendar Day are provided for failure to complete the contract work on time.

Before the Engineer determines that any day will be designated as a non-working day because of your inability to obtain materials, equipment or labor (Specification sections 6-6 and 6-7), you will be required to furnish proof to support such determination. To obtain extensions of time due to delays (Specification sections 5-5 and 6-6), you must request them in writing.

In accordance with subsection 9-3.2 of the Specifications, the last Friday of each month has been established as the closure date of making progress payments.

This Contract will be administered by the Department of Airports. Personnel pertinent to contract administration are:

Todd McNamee, Director of Airports  
Erin Powers, Project Administrator  
Allan R. Coulson, Project Manager

921

NOTICE TO PROCEED

June 22, 2017

DOA 17-06

Page Two

All correspondence, submittals and other contacts pertaining to this project should be directed to the Project Administrator except when a request for review is made pursuant to subsection 6-12.2, in which case correspondence shall be addressed to the party whose review is requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Powers". The signature is written in a cursive style with a large, prominent "P" and a long horizontal stroke at the end.

Erin Powers  
Project Administrator

c: Al Coulson, Project Manager  
Contract File  
DOA Accounting Department



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

June 22, 2017

Standard Demolition, Inc.  
1905 Lirio Avenue  
Camarillo, CA 93004

Subject: **NOTICE TO PROCEED FOR PHASE 1 WORK, MOBILIZATION  
Camarillo Airport – DEMOLITION OF BUILDINGS AT 500 EUBANKS STREET  
Specification No: DOA 17-04; Project No: CMA-212**

Dear Sir:

This is your Notice to Proceed for Phase 1 Mobilization as provided in the contract documents (executed copy attached). The Contract starting date is July 17, 2017. Paragraph four of the Contract establishes the overall time for completion of the project is Eighty (80) Working Days. The overall completion time is broken into four components:

- 1) Ten (10) Working Days for Phase 1 Mobilization for Hazardous Materials Abatement;
- 2) Thirty (30) Working Days for Phase 1 Hazardous Materials Abatement completion;
- 3) Ten (10) Working Days for Phase 2 Mobilization for Demolition; and
- 4) Thirty (30) Working Days for Phase 2 Demolition.

Therefore, the estimated contract completion date for Phase 1 Mobilization at Ten Working Days is July 31, 2017. Separate Notices to Proceed will be issued for each component as described above before work may commence.

Before the Engineer determines that any day will be designated as a non-working day because of your inability to obtain materials, equipment or labor (Specification sections 6-6 and 6-7), you will be required to furnish proof to support such determination. To obtain extensions of time due to delays (Specification sections 5-5 and 6-6), you must request them in writing.

In accordance with subsection 9-3.2 of the Specifications, the last Friday of each month has been established as the closure date of making progress payments.

This Contract will be administered by the Department of Airports. Personnel pertinent to contract administration are:

9m1

NOTICE TO PROCEED

June 22, 2017

DOA 17-05

Page Two

Todd McNamee, Director of Airports

Erin Powers, Project Administrator

Allan Coulson, Project Manager

All correspondence, submittals and other contacts pertaining to this project should be directed to the Project Administrator except when a request for review is made pursuant to subsection 6-12.2, in which case correspondence shall be addressed to the party whose review is requested.

Sincerely,



Erin Powers

Project Administrator

c: Allan Coulson, Project Manager  
Contract File  
DOA Accounting Department

9m2

June 22, 2017

Criterion Environmental, Inc.  
Mr. Tim Ryan  
1879 Portola Road, Suite K  
Ventura, CA 93003

**Subject: Notice to Proceed  
AEA No. 17-08; CMA-212;  
Camarillo Airport – ENVIRONMENTAL MONITORING,  
Demolition of Buildings at 500 Eubanks Street**

Dear Mr. Ryan:

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

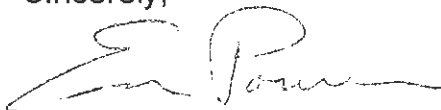
Allan Coulson has been assigned as Project Manager. You are advised to contact him on all matters pertaining to this project.

All billings should be sent to:

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

All invoices to be paid against this Contract must reference the AEA Number shown above. All Basic Services on the Contract is based on the Fees as listed in EXHIBIT C-1 but "Not-To-Exceed" an amount of \$27,000 for work covered by EXHIBIT A, Paragraph 1.A and Extra Services, when authorized in writing, are to be based on the rates as negotiated but not to exceed a maximum amount of \$3,000. Invoices for work must include personnel time records along with backup for any reimbursable charges being claimed.

Sincerely,



Erin Powers  
Project Administrator

Encl.

c: A. Coulson, Mgmt. Consultant

m/users/everyone/projects/AEA Contracts/AEA 17-08/Notice to Proceed

9n



# NOTICE

To: Camarillo and Oxnard Hangar Tenants  
From: Department of Airports  
Date: June 23, 2017  
Re: **Updating Private and County Hangar Lease Agreements**

---

Based on public comment by hangar tenants at our public meetings, staff is working to modernize the **Hangar Lease Agreements for County and Privately Owned hangars**. It incorporates changes to enable additional uses in the hangars as has been the practice, including:

- Allows additional stored aircraft.
- Allows an auto to be stored in addition to the aircraft.
- Ensures agreement is consistent with FAA's Policy on Non-Aeronautical Use of Hangars.

Staff also seeks to add language to the **Privately Owned Hangar Lease Agreement** as follows:

- Adds language giving County first right of refusal to purchase hangar. It does not obligate County nor the hangar owner, but it gives the County an opportunity to purchase the hangar.
- Adds language that requires an inspection report showing any lessee made improvement (electrical, shelving, etc.) meets building codes as may be required before approving a transfer of the Lease. This will address non-conforming improvements made over the years so that over time, all hangars will be up to code.

Copies of the current and updated County and Privately Owned Hangar Lease Agreements can be found on our website at:

<http://www.ventura.org/document-library/documents>

This item goes to the Aviation Advisory Commission on July 10, the Airport Authorities on July 17, and the Board of Supervisors on July 25.

###

90

## Rubio, Jorge

---

**From:** vcholegal@aol.com  
**Sent:** Thursday, June 29, 2017 7:08 AM  
**To:** McNamee, Todd  
**Cc:** Rubio, Jorge  
**Subject:** Concerned Hangar Owners

**To:** Todd McNamee  
Director of Airports  
todd.mcnamee@ventura.org

**cc:** Jorge Rubio  
Deputy Director  
jorge.rubio@ventura.org

**From:** Concerned Hangar Owners

Todd,

The following is the effort of a number of Hangar owners and attorneys that have realized your policies are putting hangar properties at risk.

With regard to the existing Private Hangar Lease Agreement — you have conveyed false and misleading assertions meant to alter definitions in the Agreement. First, your actions are a violation of the Contract Clause (Article 1, Section 9), which does not allow government to impair preexisting contracts. A lease is a contract, legally enforceable. Any changes made to a contract are ineffective unless made on behalf of both parties. This was not done as evidenced by what you posted on the County's website. The most damaging is prohibiting a tenant's right to "Sublease".

Nothing in the Existing Lease prohibits 'Subleasing' — yet you are claiming it. This places pressure on tenants to sell their hangars when a vacancy exceeds 90 days. Since you began this action, hangar values have plummeted, and to a growing number, this appears to be your objective.

The clause, "Airport has first right of refusal to purchase" clarifies your intent. It is obvious, you've created a formula to take-over hangars at a fraction of their value, to be leased-out at a higher rate and you're using the Owner's equity to increase revenue. This plan is the "taking of private property without compensation" — inverse condemnation.

Prospective buyers aware of this will not purchase when they realize their investment would be worthless at the very moment they were to sign the Lease. The effect of the above is why many hangars remain vacant.

Seniors have been the most recent victims. But in a short few years, the other 247 Hangar Owners will find themselves in the same situation, forced to accept substantial losses when the only buyer remaining is the "Airport".

Your attempts to alter meanings within the Existing Lease are simply false;

In the memo of March 10, 2016 you claim the language in the Existing Lease means the following:

*"THIS LEASE [OR LICENSE] IS PERSONAL TO THE LESSEE [OR LICENSEE], AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED." "The above language does not use the term "sublease," but it prohibits subleasing nonetheless..."*

This is not accurate. You're reliance on the bankruptcy case of (Reed v. South Shore Foods, Inc.) the Court reversed an 'Assignment' back to a 'Sublease' proving there are distinct differences between the terms. If you read further, you'll see Barkhaus v. Producers Fruit Co. and Hartman Ranch Co. v. Assoc. Oil Co. confirms those differences.

In Common Law, an Assignment or Transfer is NOT a Sublease.

In TRANSFERS and ASSIGNMENTS, rights go to a Third Party for the ENTIRE REMAINING TERM of the Original Lease.

Under a SUBLEASE, the original lease between the landlord and the tenant remains in place, unaffected.

The FAA confirms the differences here — "Has the sponsor maintained the right to approve in advance an ASSIGNMENT (sale of the lease) or SUBLEASE by the tenant?"

You claim,

*"SUBLEASING" is not permitted because it's a "Commercial Activity".*

According to (U.S. v Breed) "Subleasing" is NOT a "Commercial Activity". A Commercial Activity is an activity related to one's "trade".

IRS Section 892 - Definition of Commercial Activity — a trade or business within the United States...connected with a trade or business — commercial activities show a frequency and continuity —they manifest a frequency and continuity, and are pursued in a manner comparable to commercial activities Reg. § 1.513-1(c)(1)

Also in "REQUIRED MINIMUM STANDARDS FOR AERONAUTICAL SERVICES FOR VENTURA COUNTY AIRPORTS" — The definition of "Commercial Activity" clearly agrees with the above.

In searching the entire Internet, the only listing (suggesting) that Subleasing is a Commercial Activity...is yours:

[http://vcportal.ventura.org/AIRPORTS/docs/calendars/Authority\\_Full\\_11\\_10\\_16.pdf](http://vcportal.ventura.org/AIRPORTS/docs/calendars/Authority_Full_11_10_16.pdf)

Next,

*"Subleasing would compete with County owned hangars that would cause prices to go up and pilots would lose access to affordable storage."*

Not true — Subleasing would provide MORE available space and the WAIT-LIST would be REDUCED.

"Fair and open competition means lower prices and greater choice."

<http://www.amd.com/en-us/who-we-are/corporate-information/competition/benefits>

Next, you claim,

*"Subleasing creates an arrangement where the County does not have a direct relationship with physical tenant on airport."*

Under a "SUBLEASE", the original lease between the landlord and the original tenant remains in place — once again, unaffected.

Subleasing would allow owners the additional time needed to find the right buyer, would temporarily defray the ongoing costs of airport fees, taxes and maintenance, would lessen wait-times for aircraft needing storage and owners would not be deprived of their property.

The only possible rationale behind your plan is to seize as many hangars as possible — with minimal investment — to increase revenue — in the shortest period of time — at someone else's expense. It's become painfully obvious as to why you're pushing for a NEW and MORE RESTRICTIVE LEASE that would move your agenda forward with the language you deem necessary to make it legally binding.

Yes, your 'Proposed Lease' would increase airport revenue — but the County and others would lose.

When hangars drop in value, so do their assessed values. This would cause 247 hangar owners to apply for reduced assessments in their property taxes. Those losses would impact separate County budgets each and every year, thereafter.

Federal and State airport assistance is funded through Income Taxes. Taxes realized from the sale of hangars, under your plan, would disappear.

Damages have already affected seniors, those that need to live on what's left of their hangar value, but instead, are seeing devastating losses. The headache you don't need, such as the Glendale Arizona incident, are individuals with good reason to file complaints with the FAA under the Federal Grant-Age Discrimination Act of 1975. This is a regulation the FAA and the Civil Rights Center claim to actively enforce by terminating financial aid to the offending sponsor.

Consider the AIP requirements that must —

- "...ensure that the public interest is being served..."
- "...ensure that the length of time on a waiting list is minimized."
- "...the right to occupy as a tenant and to use certain designated premises exclusively..."
- "...be reasonable to amortize a tenant's investment..."

Are you abiding by these basic requirements?

Consider parallels in the following —

*"Extortion by a public officer has been defined as "the corrupt demanding by an officer, by color of office, of money or other thing of value, that is not due at all, or more than is due, or before it is due."*

Going further are several Antitrust Laws meant to prevent *"unfair competition that harms the consumer"*.

U.S. Constitution Article 1, Section 9 - see *"...blatant abuses of power."*

Hangar owners are continually finding new allegations and arguments that will be presented against your policies. We feel you are addressing a problem in the Existing Lease that does not exist and you are restricting private economic rights that offer NO benefit to the community.

We would appreciate your response in defending your position or show us where we have misinterpreted your objectives.

Thank you.

Concerned Hangar Owners

LAW OFFICES OF

RICHARD T. MILLER

RICHARD T. MILLER

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VAN NUYS, CALIFORNIA 91406-1221

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June 30, 2017

*Via E-mail & Overnight Mail*

Mr. Todd McNamee, Dir. of Airports  
Department of Airports, County of Ventura  
555 Airport Way, Suite B  
Camarillo, CA 93010  
TODD.MCNAMEE@Ventura.org

**(corrected letter)**

**Re: OBJECTIONS TO PROPOSED NEW HANGAR LEASE AGREEMENT –  
Our clients: David Timms, Pres. Camarillo Airport Hangar Owners  
Association (CAHOA)**

Dear Mr. McNamee,

This office has been retained by Camarillo Airport hangers Association (CAHOA) Pres., David Timms, on behalf of its members. The purpose of this letter is to formally submit for consideration to the Airport Advisory Commission, Airport Authority and Ventura County Board of Supervisors Opposition to the “Privately Owned Aircraft Storage Hangar Lease Agreement”.

We believe there lacks “substantial justification” for changing the existing “County On Aircraft and Storage Hangar Lease Agreement” currently in effect, at least with respect to current hangar owners at CMA and CAHOA members (attached). Alternatively, a significantly revised lease should be processed instead for approval.

We further believe that the public hearings on these matters should be continued to such later date(s) as may be convenient after significant agreeable revisions to the proposed lease are made. This would appear to be economically prudent for all concerned in order to avoid Writ of Mandate proceedings, appeals etc.

Our client’s specific concerns and objections are detailed in the attached Position Statement and attachments and references thereto. Please note the various references to documents are either attached and/or are assessable by the link address provided in the list of references.

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Your immediate attention to this matter is appreciated. If you would like to discuss this matter further, please contact us.

Very Truly Yours,

LAW OFFICES OF RICHARD T. MILLER



RICHARD T. MILLER

RTM:sg

cc: Dave Timms *Via E-mail*  
cc: Gary P. Jacobs *Via E-mail*  
cc: Maggie Bird *(Vice-Chair)*  
cc: Jerry H. Miller *Via E-mail*  
cc: Mark D. Sandstrom *Via E-mail*  
cc: James R. Flickinger *Via E-mail*  
cc: Adriana Van Der Graff *E-mail*  
cc: Bruce Hamous *Via E-mail*  
cc: Bobby Williams *Via E-mail*  
cc: Harvey L. Paskowitz *Via E-mail*  
cc: Steve Weiss *Via E-mail*

cc: Kelly Long *Via E-mail*  
cc: John C. Zaragoza *Via E-mail*  
cc: Councilman Bert Perello *(Chair) Via E-mail*  
cc: Mayor Tim Flynn *Via E-mail*  
cc: Walter Calhoun *Via E-mail*  
cc: Peter C. Foy *Via E-mail*  
cc: Mayor Pro Tem Carmen Ramirez *Via E-mail*  
cc: Eugene Fussell *Via E-mail*

cc: Councilman Mike Morgan *(Chair) Via E-mail*  
cc: Councilman Tony Trembley *Via E-mail*  
cc: Bill Thomas *Via E-mail*  
cc: Councilman Kevin Kildee *Via E-mail*  
cc: Mike Hodson *Via E-mail*

cc: Steve Bennett *Via E-mail*  
cc: Linda Parks *Via E-mail*  
cc: Jerry Miller *Via-email*

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# Camarillo Airport Hangar Owners Association (CAHOA)

## Position Statement

Todd McNamee, Ventura County Director of Airports (DOA) has embarked on a campaign to significantly diminish the value and utility of our privately owned hangars by proposing a new Private Hangar Land Lease Agreement that is to be approved by the County Board of Supervisors. The proposed new lease will force many of our hangar owners into a distress sale to the county. Under the guise of meeting FAA compliance, the end goal of the proposed lease is to, one by one, acquire our privately owned hangars. The proposed lease will immediately diminish the market value of our hangars. There are few aircraft owners that would be willing to risk purchasing a hangar with a month-to-month lease that is laden with such onerous regulations.

Our hangars are private property WITHOUT a reversion clause and the DOA wants to change that. The enterprise fund is awash with money acquired from the rental of parking space to thousands of imported automobiles awaiting distribution. To rid the airport of our pesky private hangars, the DOA is forcing an artificially created situation whereby they can purchase our hangars at a fraction of what it would cost to erect new ones. The DOA has had our hangars appraised and have inserted a right of first refusal clause in the proposed new lease. With the pending closure of the Santa Monica Airport, our DOA is fast tracking the proposed lease so as to secure as many private hangars as possible before the resulting demand affects our property values.

According to the FAA, "Sponsor" airports (those wishing to qualify for government grants under the Airport Improvement Program) have agreed to comply with certain Federal policies. (Ref. 1)

In July 2014, the FAA issued a proposed statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors, airport managers, airport tenants, state aviation officials, and FAA compliance staff. (Ref. 2) There was enormous pushback, to the proposed FAA guidelines, from numerous individuals and organizations like EAA and AOPA. The FAA took the feedback to heart and did a terrific job of softening the regulations to a point that they are very reasonable. (Ref. 3)

The rules that our DOA is attempting to impose go far beyond what the FAA requires to meet "Sponsor" status. CAHOA recognizes that there are rules that must be adhered to but we also know the difference between reasonable and unnecessarily restrictive. If you pay your rent and taxes, meet all safety requirements and don't do anything that might disqualify the airport from receiving government grants, then anything beyond that should be carefully scrutinized.

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The Camarillo Airport Hangars Owners Association (CAHOA) vehemently opposes the proposed lease (Ref. 4) on the following grounds:

///

1) Page 1 Title:

**Proposed Lease:** *PRIVATLY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT*

**Objection:** This title is a misnomer. It suggests that the county is leasing a hangar. In fact the county is leasing the land under a privately owned hangar. The title should be changed to: *PRIVATLY OWNED AIRCRAFT STORAGE HANGAR **GROUND** LEASE AGREEMENT.*

2) Page 1, item 1

**Proposed Lease:** *Type of Pilot's Certificate and Pilot's certificate Number*

**Objection:** A requirement to list the pilot is not applicable. The lease is to the Aircraft/Hangar owner which in fact may not be the pilot. There may be one or more pilots that fly the airplane. Delete Type of Pilot's Certificate and Pilot's Certificate Number from page 1

3) Page 1, item 1

**Proposed Lease:** *Insurance Company and Policy Number*

**Objection:** For aircraft, which are out of License, not airworthy, or Aircraft Under Construction, a signed statement to that fact with a promise to obtain the required insurance before operating said aircraft shall be filed in lieu of the certificate. (Ref. Proposed Lease Page 6 Item 12 Paragraph (b))

Add note: *Not required for Aircraft under Construction.*

4) Page 2 item 1

**Proposed Lease:** *The precise Location of the hangar is subject to the County's discretion and modification.*

**Objection:** The lease refers to the hangars as "Relocatable" but in fact they were constructed in place and must be disassembled to be moved. CAHOA has requested that language be added to state that if the County wishes to relocate our hangars then they will pay for the cost of doing so. The Director of Airports responded with:

"NOTE: If move does not result in public good, i.e. relocating to construct taxiway, then County funds being used to relocate a hangar would be unlawful gift of public funds."

Language must be added that clarifies that the county will not attempt to move or relocate privately owned hangars unless the reason rises to a sufficient level of "public good" that they can and will pay for all expenses related to the relocation.

5) Page 2, Item 2 Paragraph 1

**Proposed Lease:** *Except as described below, Lessee is permitted to use the Hangar only for storage of the Aircraft, its associated aeronautical equipment, minimal furniture (example:*

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*desk, chair, couch) to support the use of the hangar for pilot flight planning and the like, and supplies for minimum maintenance of the Aircraft.*

**Objection:** The FAA states: (Ref. 1) “Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.

2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.

There is NO GOOD REASON OR SUBSTANTIAL JUSTIFICATION for the proposed lease agreement to be more restrictive than the FAA requirements.

6) Page 2, Item 2 Paragraph 1

**Proposed Lease:** *Both the Aircraft and the Hangar described in this Agreement must be registered to and owned by Lessee. And Registration and ownership of the Aircraft and Hangar must be shown by providing a copy of one or more of the following documents to the Director of Airports (Director): (a) a current copy of the FAA Certificate of Aircraft Registration listing Lessee as the registered owner of the Aircraft, (b) a valid aircraft lease naming Lessee as the exclusive lessee of the Aircraft, (c) documentation, including but not limited to, a bill of sale or sales contract, demonstrating that Lessee has an equitable ownership interest in the Aircraft sufficient to give Lessee sole possession and control of the Aircraft, and (d) documentation, including but not limited to, a bill of sale or sales contract, demonstrating that Lessee has an equitable ownership interest in the Hangar sufficient to give Lessee sole possession and control of the Aircraft.*

**Objection:** Way too complicated. Hangars are not “Registered” and neither are homebuilt aircraft until they are completed and ready to fly. Aircraft Registration with the FAA or bills of sale are sufficient to satisfy proof of ownership.

7) Page 2, Item 2 Paragraph 1

**Proposed Lease:** *(c) documentation, including but not limited to, a bill of sale contract, demonstrating that Lessee has an equitable ownership interest in the Aircraft sufficient to give Lessee sole possession and control of the Aircraft.*

**Objection:** Again, way too complicated. What if a single person owns the hangar and the aircraft is owned by 4 equal partners, how can the Lessee show sufficient ownership to give Lessee sole possession and control of the Aircraft. Just another example of nitpicking overkill. Change wording of Item 2, Paragraph 1 to state: If persons own a shared interest in

an airplane and any of those persons own a shared interest in the hangar, the airplane may be stored in the hangar.

///

8) Page 2, Item 2 Paragraph 1

**Proposed Lease:** *Should Lessee dispose of the Aircraft, by sale or other method, the Hangar may not remain vacant for more than ninety (90) calendar days, except upon written approval by County when Lessee has demonstrated a need for a longer period, and approval will not be unreasonably withheld.*

**Objection:** A baseline of 90 days is totally insufficient. As part of the DOA's systematic scheme to acquire as many privately owned hangars as possible they contracted HOFFMAN, VANCE & WORTHINGTON, Inc. from Ventura to appraise our hangars. (Ref. 6) Page 4 of that appraisal states, "Based on my knowledge of the market, I would anticipate an exposure period of approximately **6 to 9 months** if the properties were exposed to the market for sale at the appraised value." The time it actually takes to sell a hangar at CMA varies considerably and frequently takes well over a year to find a buyer. Limiting the time available to consummate a sale creates an **unfair advantage for the county** to buy at the appraised value (which is frequently below market value) by imposing an unreasonable timetable on a seller. That unfair advantage is further exacerbated by the DOA's insistence that the hangar remain unoccupied thus depriving the owner of income to help offset relentless rent and taxes.

9) Page 2, Item 2 Paragraph 2

**Proposed Lease:** *Lessee must notify County in writing at least fifteen (15) days in advance of Lessee's intent to sell the hangar, and must offer the County a right-of-first refusal to purchase the hangar at such a time the owner proceeds to sell the hangar in place.*

**Proposed Lease:** *"Provided the purchase price is no more than 15% less than the price first offered to the county."*

**Objection:** The right-of-first refusal issue came up several years ago and there was such a unanimous objection to it that the issue was dropped. The owners wanted to preserve their right to gift or sell at below market value to a friend or relative without being concerned about the DOA getting involved. When the concern was reiterated recently as a result of its inclusion in this proposed lease the DOA responded: "It does not obligate County or Seller, but gives County the ability. This language comes from the Rent & Fee and is consistent with the county desiring to buy private hangars." If the DOA truly means that "It does not obligate County or Seller" then change the wording to "*Lessee must notify County in writing at least fifteen (15) days in advance of Lessee's intent to sell the hangar, and MAY offer the County a right-of-first refusal to purchase the hangar if the Lessee wishes.*"

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Additionally, “provided the purchase price is no more than 15% less than the price first offered to the county.” Is poorly worded and could be interpreted to mean that a \$100K property could be sold for no more than \$85k

10) Page 3, Item 3 Paragraph 1 & 2

**Proposed Lease:** *Except where the Aircraft is an Aircraft Under Construction (defined below), the Aircraft must be airworthy.*

**Proposed Lease:** *Except for an Aircraft Under Construction, storage of an aircraft in the Hangar that is not airworthy, or Lessee’s failure to submit appropriate documentation when requested by the Director may, in the sole discretion of the Director, result in termination of this Agreement. Any aircraft, other than an Aircraft Under Construction, that is not airworthy must be removed from the Hangar as provided by this Agreement.*

**Objection:** The FAA states (Ref. 1) “Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.” **Provided that there is an airworthy aircraft or an Aircraft Under Construction in the hangar then the hangar qualifies as being used primarily for aeronautical purposes and having an additional non-airworthy aircraft in the hangar is inconsequential as long as it does not impede the movement of the airworthy aircraft in and out of the hangar or impede access to other aeronautical contents of the hangar.** This part of the proposed lease is particularly onerous because it goes far beyond what the FAA requires and there is NO GOOD REASON OR SUBSTANTIAL JUSTIFICATION for it. Furthermore, the wording “Director may, in the sole discretion of the Director, result in termination if this Agreement” invites and approves the Director to exercise punitive action against a single hangar owner without the hangar owner having a right to dispute a termination of a lease. **There must be recourse to dispute any action by the Director against a Lessee. This Statement must be written or deleted.**

11) Page 3, Item 4

**Lease:** *One non-airworthy aircraft in the process of being built or extensively restored (Aircraft Under Construction) may be stored in the Hangar.*

*Where the Hangar is being used to store an Aircraft Under Construction, no Additional Stored Aircraft may be stored in the Hangar.*

**Objection:** As long as demonstrable progress is being made, there is NO GOOD REASON OR SUBSTANTIAL JUSTIFICATION to disallow more than one homebuilder in a hangar. The sharing of tools, equipment, jigs and fixtures and talent is the essence of what the EAA is all about. This provision of the proposed lease is contrary the spirit of General Aviation and defies all reason. Space permitting, there is NO GOOD REASON OR SUBSTANTIAL JUSTIFICATION to not permit another aircraft to be stored in the hangar.

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12) Page 4, Item 6

**Lease:** *Upon prior written approval of the County, Lessee may store one Motor Vehicle, in addition to the Aircraft, in the Hangar, if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars. "Motor Vehicle" has the same meaning as provided by Vehicle Code section 415, except that "Motor Vehicle" does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Conditions may arise where it may be necessary for the County to withdraw temporarily or permanently, without prior notice, the privilege of parking a motor vehicle in the Hangar. Failure to obtain approval for storage of a Motor Vehicle, failure to store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, or failure to remove any stored Motor Vehicle upon request, and storage of any vehicle not authorized by this Agreement are grounds for termination of this Agreement.*

**Objection:** The DOA has said that if you have a single motor vehicle stored in the hangar, i.e. a classic car, then a golf cart would also be allowed. The FAA goes on to say (Ref. 1) "The final policy states that a vehicle parked in the hangar, while the vehicle owner is using the aircraft will not be considered to displace the aircraft, and therefore is not prohibited." So this means that one stored car, one parked car (while the aircraft is in use) and a golf cart do not violate the intent of the limitations set forth by this clause of the proposed lease. The requirement "to get prior written approval of the County" is overbearing and burdensome for both the tenant and the County. The need to get prior written approval any time one vehicle is placed or replaced within the hangar and the threat of "Failure to obtain approval---grounds for termination of this Agreement" is overly restrictive to the point of being silly.

13) Page 4, Item 7

**Lease:** *Upon prior written approval of the County, if space permits, and if the Hangar is not being used to store an Aircraft Under Construction, Lessee may store a second aircraft as an "Additional Stored Aircraft" in the Hangar. And unless it is an Aircraft Under Construction, the Additional Stored Aircraft must be airworthy.*

**Objection:** There is no good reason or substantial justification to disallow a second aircraft to be stored if there is a homebuilt aircraft in process. Similarly, since the homebuilt satisfies the FAA as a valid aeronautical use of the hangar then there is also no substantial justification to require the second aircraft to be airworthy.

14) Page 4, Item 8

**Lease:** *The term of this Agreement commences on the date last written below and extends for a period of one (1) calendar month.*

**Objection:** A month to month lease might be appropriate for a tenant of a county owned hangar or a Holiday Inn Express but for the land under a privately owned, physical structure worth in excess of \$100K that has and will be in place for decades, a longer term Lease is more than appropriate.

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15) Page 5, Item 9

**Lease:** *Either party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice by certified mail to the other party.*

**Objection:** The wording must be changed to indicate that the County must show Just Cause to terminate. Again, the land under a privately owned physical structure that is worth in excess of \$100K and that has and will be in place for decades, cannot be put in a contractual situation whereby they can be evicted or forced to sell without good cause or substantial justification.

16) Page 5 Item 11

**Lease:** *Lessee hereby releases and discharges County from all claims and demands by Lessee or Lessee's heirs or assigns, for loss of or damage to Lessee's property and Lessee and Lessee's heirs and assigns agree to indemnify County against, save County harmless from, and defend county against all cost s and expenses, including attorney's fees, and all liability, claims, and demands of others for loss of or damage to property or injury to or death of persons, that may result directly or indirectly from any operation under this Agreement. Lessee agrees to pay County in full and promptly upon demand for any and all loss of or damage to County's property caused by or resulting from any operation of Lessee under or in connection with this Agreement.*

**Objection:** This statement releases and discharges County from all claims by Lessee but requires Lessee to pay County for loss or damage to the County. Liability and claims must be equally reciprocal. This paragraph must be rewritten.

**General Observations:**

This whole lease agreement is unnecessarily convoluted by an attempt to restrict use of the hangar by the status of one or more aircraft being stored in it. FAA Policy permits the storage of operational aircraft and aircraft under construction and provides for the non-commercial construction of amateur-built or kit-built aircraft. The FAA guidelines provide for maintenance, repair and refurbishment of aircraft. It does say however that a hangar used solely for the indefinite storage of nonoperational aircraft does not satisfy the requirement that the hangar be used primarily for aeronautical purposes. FAA Policy makes no attempt to distinguish between which aircraft is primarily or which is "additional stored". As long as operational aircraft or aircraft that are being refurbished or built from scratch are not impeded by anything else being stored in the hangar, they are OK with it. There is NO GOOD REASON OR SUBSTANTIAL JUSTIFICATION to impose more stringent restrictions on the content of our hangars. All such references to the status of additional stored aircraft in this lease agreement should properly be deleted.

Additionally, throughout this agreement there appears the phrase "grounds for termination of this agreement" A proper phrase should be "cause for termination of this agreement"

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References (Enclosed) :

1. Federal Register/ Vol. 81, No. 115/ Wednesday, June 15, 2016/ Rules and Regulations (p. 38906 – p. 38911)
2. Federal Register/ Vol. 79, No. 140/ Tuesday, July 22, 2014/ Proposed Order (p. 42483 – p. 42486) and Federal Register/ Vol. 79, No. 176/ Thursday, September 11, 2014/ Rules and Regulations (p. 54223 – p. 54224)
3. Federal Register/ Vol. 81, No. 50/ Tuesday, March 15, 2016/ Rules and Regulations (p. 13719 – p. 13721)
4. Proposed Private Hangar Lease
5. Appraisal
6. County Owned Aircraft Storage Hangar Lease Agreement

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## PLANE CRASHES NEAR VENTURA

### Plane

**One person killed; multiple debris fields under investigation**

**CHRISTIAN MARTINEZ**

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One person was killed Thursday when a small plane crashed in the hills north of Ventura, leaving authorities to sift through multiple debris fields as they tried to determine what happened.

Steve Swindle, a spokesman and engineer with the Ventura County Fire Department, said crews learned about the crash from two witnesses just before noon. One of the witnesses was at Solimar Beach and the other was hiking in the hills, Swindle said in a news conference.

Federal Aviation Administration spokesman Allen Kenitzer identified the crashed plane as a Cessna 180. With a single propeller engine, Cessna 180s seat four to six people and were produced from 1953 to 1981.

Ventura resident Claudio Desplas said he was fishing near the entrance of Emma Wood State Beach when he saw the plane coming very low. He saw it go down in the hills and something fell behind him on the beach.

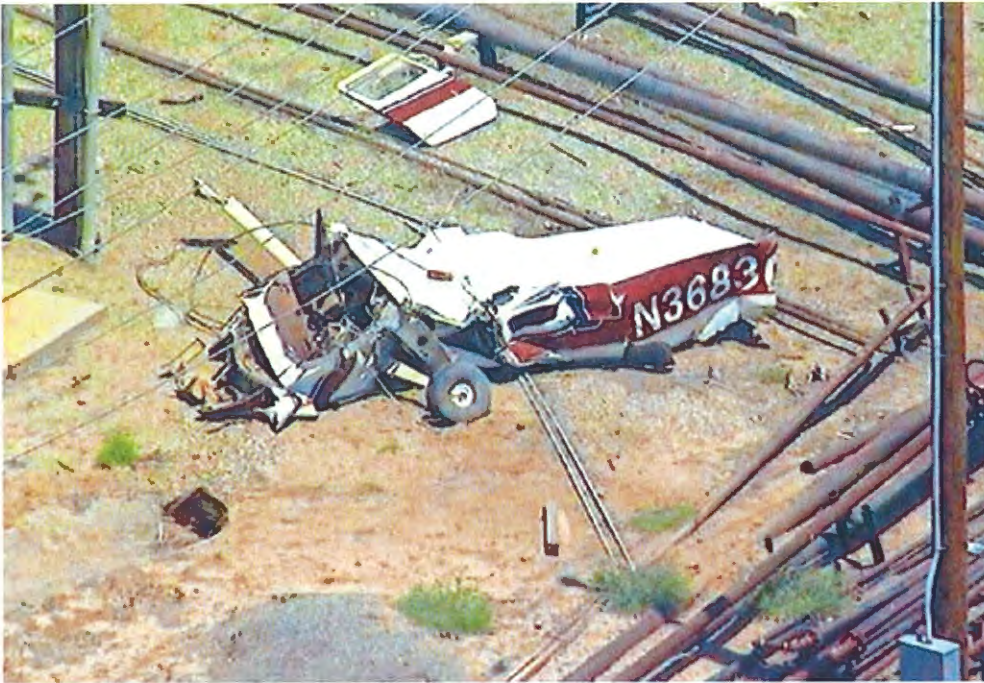
Much of the wrecked fuselage was found on a privately owned oil lease a few miles north of Taylor Ranch Road with one person dead at the scene. Crews checked the debris and the surrounding area, but there were no other reports of other injuries, Swindle said. He described the area as rugged terrain in the back hills.

Apparent plane debris was found across Highway 101 on the beach, posing a puzzle for investigators. Swindle said it is "highly unusual" for a crashed aircraft to leave debris in multiple places so far apart, so efforts were being made to determine whether the debris on the beach came from the same incident.

"What they're doing is looking to see if we can match those parts to the aircraft that's there so we can confirm that it actually was that particular air-

See **PLANE**, **Page 2A**

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**This image from video provided by KABC-TV shows the wreckage of a small plane that crashed north of Ventura on Thursday. One person was killed.**

KABC-TV VIA AP

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## **PLANE CRASHES NEAR VENTURA**

### **Plane**

Continued from Page 1A

craft,” Swindle said. Because of witness accounts, there were initial concerns of a second crashed plane. “There was a possibility — someone thought — of a midair collision,” Swindle said. “However, all of our searches have confirmed we really only have one aircraft down.”

11a2

The FAA and National Transportation Safety Board were notified of the crash, and investigators arrived to begin their work. They offered few details due to the efforts' early stages. Sheriff's deputies could be seen cordoning off parts of Emma Wood State Beach. It was not known where the plane originated, where it was headed or what direction it was traveling in.

Kenitzer would not provide its identification number, but a number was visible on the wreckage at the crash site. In the FAA registry, that number matched a Cessna 180 manufactured in 1954 and registered to a Thousand Oaks resident. Local officials had left the scene late Thursday afternoon and turned it over to NTSB and FAA investigators. Kenitzer said the NTSB would be leading the investigative effort.

Investigators were expected to work through the night.

*Staff writer Cheri Carlson contributed to this report.*



**Patrol cars from the Ventura County Sheriff's office park near the beach where debris believed to be from a Thursday plane crash was located.**

ANTHONY PLASCENCIA/THE STAR



**Claudio Desplas of Ventura was fishing at Emma Wood State Beach says he saw the plane as it descended before crashing Thursday.**

ANTHONY PLASCENCIA/THE STAR

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**Deputies close off a portion of the sand at Emma Wood State Beach Thursday afternoon, where portions of what is believed to be an aircraft landed near the shore.**

CHRISTIAN MARTINEZ/THE STAR



**Debris believed to be from a plane crash in the hills north of Ventura is found on the beach Thursday afternoon.**

ANTHONY PLASCENCIA/THE STAR

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# Moorpark Acorn

## Bill would allow county to receive airport parcel from federal agency

By Hector Gonzalez

[hector@theacorn.com](mailto:hector@theacorn.com)

Towering 130 feet above surrounding strawberry fields, the red-and-white water tower at the Camarillo Airport is more than just a signpost for drivers heading to the airfield along Pleasant Valley Road.

The tower is also a critical guide for pilots flying over the 650-acre general aviation facility, said Todd McNamee, director of airports for the county.

"The airport beacon, a navigation aid for aircraft, is located on top of the water tower," he said. "So the tower and the navigation system is of importance to us."

Eleven years ago, the county invested about \$100,000 to remove the water tower from the water system and repaint it with the airport's name and the distinctive checkerboard pattern.

Although the old water tower belongs to the county, the land on which it sits is actually the property of the U.S. Department of Homeland Security. The federal parcel near Airport Way and Willis Avenue also contains an aging detention facility formerly used by U.S. Immigration and Customs Enforcement, or ICE.

A proposal announced recently by U.S. Rep. Julia Brownley (D-Thousand Oaks) seeks to turn the property over to the county for the airport's use, nearly for free.

Introduced May 18, Brownley's bill, HR 2524, would clear the way for the Department of Homeland Security to transfer the land, including the former ICE building, to the county's Department of Airports, which would repay the federal government only for the administrative costs of the transfer.

Airport officials will determine at a later date whether the approximately 3,000-square-foot, single-story building, constructed in the 1950s, would be repurposed for use by the airport, McNamee said. Owning the land would be a boon for Camarillo Airport, he added.

"First, the water tower is a recognizable feature for the airport," he said in an email. "The land itself is contiguous with airport property and could be used for future development and provide an additional source of revenue."

Camarillo Airport is set to undergo major renovations in the next several years. Home base for more than 550 aircraft, the airport will receive nearly \$30 million in upgrades over the next six years, including \$18 million to repave the aging main runway by 2020 and \$9 million to repave the northeast apron area, where aircraft are

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parked for refueling and the loading and unloading of passengers and cargo. Funding for the refurbishment is coming mostly from the Federal Aviation Administration.

A separate \$9-million project, being paid for by the FAA and a private developer, will add 45 hangars over the next few years to help reduce the current five- to seven-year waiting list to rent a hangar at Camarillo Airport.

Built by the state Highway Department in 1942, the airport was the Oxnard Air Force Base during the Cold War, from 1951 through 1969, when it served as the home base for the F-101B aircraft armed with nuclear missiles.

In 1970, the Air Force turned the property over to the county as a general aviation facility.

Today, the airfield handles close to 190,000 takeoffs and landings a year and provides flight instruction for fixed-wing and helicopter pilots.

The airport also has a restaurant with a public viewing area.

Camarillo Airport generates an estimated \$163 million annually in economic benefits to the region and supports more than 800 jobs, according to a 2008 study.

Brownley said the growing facility could use Homeland Security's property at the airfield to boost the local aviation industry.

"The Department of Homeland Security no longer uses this land," she said in a news release. "The county can in turn use the land to help aviation businesses grow and expand, creating jobs and strengthening our diverse economy here in Ventura County."

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**Father, son die in plane crash**

**Plane**

**Incident's cause is under investigation**

**JEREMY CHILDS**

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A father and son died Sunday afternoon after a small plane they were aboard crashed in the Santa Rosa Valley, according to Ventura County Fire Department.

The victims, both from Calabasas, were a 57-year-old man and his 15-year-old son, said Capt. Garo Kuredjian, a spokesman for the Ventura County Sheriff's Office. There were no other occupants on the plane.

Authorities were alerted to the crash at 3:30 p.m. along the 2700 block of Marvella Court, near the Norwegian Grade on Moorpark Road.

This is the second fatal plane crash in Ventura County in four days. On Thursday, a single-engine Cessna 180 crashed in the hills east of Solimar Beach, killing the pilot later identified as Michael Brannigan, 52, of Lake Sherwood.

Authorities said the single-engine Piper PA-28 Cherokee originally took off from the Camarillo Airport. The cause of the crash was under investigation, according to authorities.

The plane crashed in

a gated community called Hidden Meadow Estates, where properties include large portions of land, many with horse stables.

According to sheriff's officials, most of the airplane landed in the horse arena of a nearby residence. A piece of the wing landed on the other side of a nearby chain-link fence, and a third piece of debris landed about 100 feet away from the crash site, authorities said.

Officials from Southern California Edison confirmed one of their power lines had been struck by debris from the crash, causing minor damage. No other structures were reported to be damaged from the incident.

Steve Swindle, a fire engineer and spokesman with county fire, said the

**See PLANE, Page 2A**

**Father, son die in plane crash**

**Plane**

Continued from Page 1A

plane caught on fire after crashing but neighbors quickly extinguished the fire.

A neighbor in the area, Gary Blackwell, was throwing a graduation party for his son when he said he heard the plane crash. "I saw a plane flying super low,"

flying their aircraft at 2,500 feet and she could see the Piper aircraft below them.

"I looked down and thought 'What are they doing? They're way too low. It's dangerous. You could crash into houses,'" Carter said.

Crews removed the bodies from the aircraft shortly before 8 p.m. Sunday night. They later worked to remove the aircraft from the location.

Officials with the Federal Aviation Administration and National Transportation Safety Board are investigating

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Blackwell said. "I heard it circle once, then twice, and then I heard a gigantic thud."

the cause of the crash.

Blackwell said he didn't think much of it until his guests alerted him that they saw the plane go down.

The California Highway Patrol also responded to the incident.

Anne Carter, of Camarillo, was flying with her son and saw the plane before it crashed. She said her son had been

11c2



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# Santa Monica votes to shorten SMO runway

JUNE 5, 2017 BY [GENERAL AVIATION NEWS STAFF](#) — 6 COMMENTS

The Aircraft Owners and Pilots Association is reporting that California’s Santa Monica City Council unanimously voted to reduce the length of its municipal runway from nearly 5,000 feet to 3,500 feet, as permitted under a [settlement agreement with the FAA](#) that also allows the city to close the airport in 2028.



According to AOPA, the effort will cost the city about \$4 million, an amount on top of its ongoing expenditures for legal battles with those opposed to the proposed closing of the historic airport.

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[FAA strikes deal to close SMO](#)

The project will place the remaining 3,500 feet roughly centered on the existing runway with equal amounts of unusable runway (736

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Court refers SMO agreement to merits panel

feet) at each end. It is not yet known if the excess runway will be marked off or removed.

City officials believe shortening the runway to 3,500 feet could cut jet traffic by 45%. The city hopes to complete the shortening by the end of the year.

AOPA General Counsel Ken Mead stressed that AOPA will continue to fight any efforts to close the airport and will work with elected officials and pilots to keep it open: "In the more than 11 years remaining before the airport is scheduled to close, AOPA will continue to work to reverse the closure decision through education and persuasion, building recognition in the community of the benefits the airport provides."



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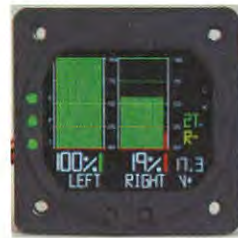
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# Trump opens 'infrastructure week' without a plan, and calls for privatizing air traffic control

AIRPORTS

## Trump Opens 'Infrastructure Week' Without a Plan, and Calls For Privatizing Air Traffic Control

NOAH BIERMAN ON JUN 6, 2017

SOURCE: MCCLATCHY

June 06--REPORTING FROM WASHINGTON -- President Trump employed all the trappings traditionally reserved for signing major bills into law as he kicked off "infrastructure week" on Monday: the stately East Room full of dignitaries, a four-piece military band to serenade, celebratory handshakes and souvenir presidential pens for lawmakers, promises of "a great new era" and a "revolution" in technology.

Yet the documents Trump signed amid all the pomp were not new laws or even an executive order. They were routine letters to Congress, relaying support for a minimally detailed plan in Trump's budget to transfer control of the nation's air traffic control system to a private nonprofit group.

This was the ceremonial opening to Trump's full week of infrastructure promotion, which is scheduled to include a speech along the Ohio River on Wednesday and a White House meeting with mayors and governors on Thursday.

But it was also the latest example of a pattern of the administration claiming to have sent Congress fully constructed policies when it has provided only facades -- creating the appearance of substantive heft and legislative action even in cases where there is next to none.

It will be year's end, White House aides said, before Trump sends Congress even the general principles for achieving one of his biggest campaign promises: a \$1-trillion investment over 10 years to rebuild the nation's roads, bridges and other infrastructure.

Aides offered no timeline for submitting a bill to Congress to enact that promise, and they now say that one-fifth of the \$1 trillion would come from the government and the rest -- \$800 billion -- from private investors.

Trump has often touted his plan for a national rebuilding effort, the prospect of which has thrilled Wall Street. But what is known of his infrastructure agenda suggests it envisions less federal investment, not more. His budget would cut nearly 13% from transportation programs for the coming year, while eliminating billions of dollars more from grants currently targeted to build up infrastructure.

Trump's critics have suggested that the president has made a habit of overselling major initiatives.

Trump touted the unveiling of his tax overhaul in April but released only a one-page set of bulleted talking points, far short of the devilish details needed to rewrite thousands of pages of the corporate and individual tax codes. Just last week, he tweeted that his tax bill is proceeding "ahead of schedule," though he has submitted no bill to Congress and key details remain unresolved among Republican leaders.

Trump held a Rose Garden ceremony in May to celebrate House passage of a bill to repeal Obamacare -- one that wouldn't insure everyone, as he'd promised, but would end coverage for many millions -- even as Republicans in the Senate served notice that the House bill was unacceptable.

His promised "beautiful wall" on the southern border is not yet on a drawing board. Likewise, many of the executive orders Trump has signed failed to live up to the president's rhetoric. Among them: using American steel to build oil pipelines and protecting the religious freedom of church pastors who want to engage in political speech.

Trump chose to lead off infrastructure week with the air traffic control announcement because a plan had already been written in Congress, by Rep. Bill Shuster (R-Pa.), and debated for several years -- "low-hanging fruit from a policy perspective," according to DJ Gribbin, special assistant to the president for infrastructure.

The plan supported by Trump would create a nonprofit air traffic control entity that would take responsibilities from the Federal Aviation Administration, which would still have safety oversight, and replace existing taxes on air travel with user fees.

Trump said government bureaucracy has impeded progress and increased costs, and he promised that a private system with airlines' and unions' support would modernize the antiquated air traffic system, which still relies on ground radar "at a time when every passenger has GPS technology in their pockets."

"It's time to join the future," the president said to applause from the invited guests.

"If we adopt these changes, Americans can look forward to cheaper, faster and safer travel," he said. He described "a future where 20% of a ticket price doesn't go to the government, and where you don't have to sit on a tarmac or circle for hours and hours over an airport -- which is very dangerous also -- before you land."

Trump said Obama administration officials "didn't know what they were doing" when they spent billions of dollars to upgrade the system.

Sarah Feinberg, who was a chief of staff at the Transportation Department in the Obama years, called Trump's comment "misleading" at best and said he was describing a long-term initiative that began in the George W. Bush administration.

The idea to privatize air traffic control, embraced in many other countries, has been debated since at least the Clinton administration. But it faces an uncertain future in Congress, in part because of bipartisan concerns over the proposed entity's financial stability during downturns and its ability to cover the high costs of modernization, as well as worries from rural areas that they would face higher fees.

A bill to transfer the system died in the Senate last year.

The Trump administration promises that its fuller, still-to-come infrastructure plan will create \$1 trillion in investment, in part by removing regulations that delay private sector investment and by using the smaller \$200-billion government investment to stimulate more private spending.

But without a plan, those claims have been difficult to analyze, as have other questions about jobs promises, public-private partnerships and the effect on the economy and the federal deficit.

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## Trump opens 'infrastructure week' without a plan, and calls for privatizing air traffic control

For example, senior administration officials, during a weekend briefing with reporters, said they were still debating one of the most fundamental details internally: whether they would try to identify ways to pay for the infrastructure plan themselves or pass that chore on to Congress. Skeptics question whether investors would see any financial benefit in many needed public works projects, like sewer facilities and levees.

"It's a joke," said Ed Rendell, former Democratic governor of Pennsylvania who is the co-chair of a bipartisan group called Building America's Future that advocates for infrastructure spending. "And it's somewhat of a cruel joke to the people who were looking forward to having jobs, created through investment."

Democrats have pounced on that lack of specificity, as well as early suggestions that the private sector could get direct benefits from the plan.

"The president has not only failed to offer any credible plan to rebuild and repair our nation's infrastructure," House Minority Leader Nancy Pelosi (D-San Francisco) said in a statement Monday, "he has instead tried to slash transportation funding through his cruel and short-sighted budget."

Infrastructure may be the area where Trump had his best chance to work with Democrats, who have long advocated for public works projects that are popular among labor unions and viewed as effective ways to stimulate the economy. But there is little evidence that he has reached out to them.

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## Trump wants to privatize

### Privatize

#### Air traffic control needs update, he says

**KEN THOMAS**

ASSOCIATED PRESS

WASHINGTON - President Donald Trump said Monday that the nation's air traffic control system needs a modern makeover and urged Congress to approve a privatization plan that he said would increase safety and reduce wait times for passengers.

Dismissing the current system as an anachronism, Trump said the air traffic control operations need to be separated from the Federal Aviation Administration, an approach that U.S. airlines have long championed. But opponents worry that the plan, which would require congressional approval, would give too much power to the airline industries.

"We live in a modern age, yet our air traffic control system is stuck, painfully, in the past," Trump said, noting that the FAA had been working to upgrade the system for years. "But after billions and billions of tax dollars spent and the many years of delays,

## Trump wants to privatize

### Privatize

Continued from Page 1

other aircraft flights a day in the United States. Both sides of the privatization debate say the system is one of the most complex and safest in the world. Even under a congressional privatization plan, the FAA would continue to provide safety oversight of the system.

Trump was joined by three former U.S. transportation secretaries who served under Presidents Ronald Reagan and George W. Bush: Elizabeth Dole, James Burnley and Mary Peters.

we're still stuck with an ancient, broken, antiquated, horrible system that doesn't work."

Trump added with a touch of humor: "Other than that, it's quite good."

The businessman-turned-president's push to privatize the system came as the airline industry and regulators have managed an extensive period of safety in the skies — there hasn't been a fatal crash of a domestic airliner in the U.S. in eight years.

There are about 50,000 airline and

See **PRIVATIZE, Page 2A**

Democrats have largely opposed the changes, warning that airline interests would dominate the proposed board, overseeing an estimated 300 air traffic facilities and about 30,000 employees.

Democrats have also pointed to the unprecedented safety under the current system and noted repeated computer system failures in recent years by U.S. airlines, questioning whether they are ready to handle complex technology modernizations. House Democratic leader Nancy Pelosi of California pointed to past opposition from both parties to privatization plans, saying it would "hand control of one of our nation's most important public assets to special interests and the big airlines." Business aircraft operators, private pilots and non-hub airports have also

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The president's team invited several Republican members of Congress — including Texas Sen. Ted Cruz and House Majority Leader Kevin McCarthy of California — airline industry executives, union members and others to the event in the East Room of the White House.

Trump was surrounded by the lawmakers after his remarks as he signed a decision memo and a letter to Congress outlining his principles for the air traffic control plan.

But winning congressional approval would still be an uphill battle for Trump.

expressed concerns they might pay more and receive less service under a private corporation.

U.S. airlines have lobbied to separate air traffic control from the FAA for two decades, and Trump's budget plan released earlier this year called for the changes, placing air traffic operations under an "independent, non-governmental organization."

**Plane crash victims ID'd**

**Crash**

**Son was in school; father loved travel**

**JOHN SCHEIBE**

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The Ventura County Medical Examiner's Office identified on Monday a father and son who were killed Sunday when their small plane crashed near Camarillo as James Harlan, 57, and Dylan Harlan, 15, both of Calabasas.

Autopsies completed on Monday showed the father and son died from blunt-force injuries.

The plane crashed in the Santa Rosa Valley around 3:30 p.m. along the 2700 block of Marvella Court, near the Norwegian Grade on Moorpark Road, according to Ventura County Fire Department.

There were no other occupants on the plane, Capt. Garo Kuredjian, a spokesman for the Ventura County Sheriff's Office, said Sunday.

Officials said the single-engine Piper PA-28 Cherokee took off from the Camarillo Airport before crashing in the gated neighborhood of Hidden Meadow Estates near Moorpark.

Most of the aircraft ended up in an area for horses near a home. The plane apparently hit some power lines on the way down, Southern California Edison officials said Sunday.

The aircraft caught fire after hitting the ground, said Steve Swindle, a

spokesman for the Ventura County Fire Department. Neighbors quickly put out the fire, he said.

The Federal Aviation Administration and National Transportation Safety Board are looking into what caused the crash. Neither the NTSB nor the FAA had updates on the two Ventura County crashes as of Monday.

The aircraft's registered owner is Alan Hermanson, of Newbury Park, FAA records state. Hermanson could not be reached for comment on Monday.

Harlan, meanwhile, not only had a commercial pilot's license, according to the FAA, but also was licensed to touch down on land and sea, as well as being trained in instrument flying.

The Piper that he was flying was manufactured in 1967, according to the FAA.

**See CRASH, Page 2A**

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**Plane crash victims ID'd**

**Crash**

Continued from Page 1A

**Love of travel**

In addition to being a pilot, Harlan loved to travel and owned a travel business, Uncommon Adventures in

recalled getting lost in Northern Thailand and then finding Burmese drug lords burning down villages there. Harlan said it took a lot of focus to not totally lose one's sanity during some of these expeditions, "whether it be the jungles of Costa Rica or adrift at sea or in an underground pit in Cambodia."

Nevertheless, he urged everyone to travel.

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Calabasas.

Harlan offered his clients adventures to some of the most exotic places on earth, including diving expeditions off the coast of Papua New Guinea, East African safari trips and elephant rides in the tropical jungles of Northern Thailand, according to his business website.

Harlan was also smitten with travel and seeing far-off places from an early age, he stated in a 2011 book he authored, "Drifting on a Headwind Adventures in Remote Corners of the World."

"There were so many compelling stories, characters, and circumstances, that I could not help but put them down on paper to remind myself of those adventures," Harlan said in a videotaped interview about his

travels. His forays included recovering cannons from the bottom of the sea off of Belize, surviving a plane crash in Costa Rica and "being lost at sea in Panama and navigating by an AM radio," he said. He also

"Get out your front door and go experience the world," he said in the video. "We live in an amazing time in history in which we can get to the most remote corners of the world relatively effortlessly, painlessly compared to even 20, 30 years ago."

A family member declined to comment on Harlan's death when reached by phone on Monday. His son, Dylan, was a student at Calabasas High School, school officials said, noting counselors were made available for students at the school on Monday. Sunday's fatal plane crash follows another fatal crash of a singleengine Cessna in the hills east of Solimar Beach. Authorities said pilot Michael Brannigan, 52, a photographer from Lake Sherwood, was killed in the crash.

11g2



## Official: Airplane broke up in midair

### Details also released on Sunday crash

#### JOHN SCHEIBE

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The National Transportation Safety Board released preliminary information Tuesday on two recent fatal plane crashes in Ventura County, including a June 1 accident north of Ventura that took the life of a Lake Sherwood photographer.

Investigators found that Michael Brannigan's single-engine Cessna broke up in midair while he was flying over the Solimar Beach area along Highway 101, said Peter Knudson, an NTSB spokesman in Washington, D.C.

Brannigan had taken off from the Santa Paula Airport before the plane crashed in the hills northeast of Ventura, Knudson said.

The June 1 crash left a debris field about a mile and a half long, Knudson said.

Investigators continued Tuesday to look for more pieces of the aircraft. They also were looking for any radar data, he said.

Investigators are considering numerous things, including whether there may have been some type of midair collision, Knudson said. He said it was too soon to say whether the Cessna hit something while in flight.

A preliminary report on the June 1 crash as well as a second fatal plane accident east of Camarillo on Sunday is expected from the NTSB sometime next week, Knudson said.

Witnesses told investigators the single-engine Piper PA-28 Cherokee had made numerous low passes over the 2700 block of Marvella Court near Moorpark before it slammed into the ground, Knudson said.

"There were witnesses on the ground and one from another aircraft," he said.

As with the June 1 crash, Knudson said investigators were looking at many factors that may have contributed to Sunday's crash, including whether the aircraft had any mechanical problems.

The Ventura County Medical Examiner's Office on Monday identified the pilot as James Harlan, 57, of Calabasas. Harlan's 15-year-old son, Dylan, also was killed in the crash.



**A father and son from Calabasas were killed when their single-engine plane crashed.**

CONTRIBUTED/VENTURA COUNTY FIRE DEPARTMENT

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# Horizon Air Cutting Hundreds of Flights This Summer Due to Pilot Shortage

DOMINIC GATES ON JUN 30, 2017

SOURCE: MCCLATCHY

June 30--Horizon Air -- the regional airline that is part of Alaska Air Group, carrying passengers on shorter flights throughout the Pacific Northwest and beyond -- is cutting its flight schedule this summer because of a severe shortage of pilots for its Q400 turboprop planes.

The shortage became a crisis this past month when Horizon was forced to cancel more than 318 flights because it didn't have enough pilots to fly all its planes.

In response, the airline is now pre-emptively canceling flights later in the summer and is weighing if it needs to pare its schedules for the rest of the year.

In an effort to reduce cancellations, it's also sending out managers who are qualified pilots to fly the planes and offering double pay to pilots who fly extra flights.

On Thursday, Horizon Chief Executive Dave Campbell sent a memo to employees announcing that the airline is cutting multiple flights in August and is studying its fall and winter timetables "to ensure we have schedules that we can reliably operate."

Campbell wrote that the pilot shortage, coupled with the airline's unprecedented growth as it has added aircraft, "created a perfect storm."

"June will go down as our 'bump in the road' -- our moment when things got too far off track, and now, we must decide how to recover," Campbell told employees. "We have established a war room to daily manage potential cancellations."

About 17,000 passengers who have already booked flights between Aug. 4 and Sept. 3 that are now canceled will be automatically rebooked on Horizon or Alaska flights leaving either earlier or later that same day.

Alaska Air spokeswoman Bobbie Egan said those passengers should already have received an email informing them of the flight change.

She said Horizon has targeted cancellations for routes where the airline flies multiple times per day.

"Horizon has been strategic in making sure wherever possible that we can rebook those guests with minimal impact," she said.

The canceled flights represent 6.2 percent of all Horizon flights in August, Egan said. As examples, she said one flight will be canceled on each of these routes:

--Seattle and Boise, now with 8 daily flights

--Seattle and Spokane, now with 15 daily flights

--Seattle and Portland, now with 26 daily flights

--Redmond and Portland, now with 5 daily flights

--Portland and Sacramento, California, now with 3 or 4 daily flights.

Horizon employs almost 3,700 people and serves 45 cities in Alaska, California, Colorado, Idaho, Montana, Oregon, Utah and Washington, as well as Alberta and British Columbia.

Egan said it's been hit by a pilot shortage that "the entire regional airline industry faces."

When Indianapolis-based regional carrier Republic Airways declared Chapter 11 bankruptcy last year, it attributed its financial troubles largely to canceled flights caused by the shortage of qualified pilots.

"Premium pay" offer

To address the problem at Horizon, Campbell said in his memo that in addition to the schedule cuts, the airline is "offering 200 percent premium pay" to pilots who fly extra flights beyond their normal schedule.

Horizon's flight-operations team is also increasing from 19 to 34 the number of supervising pilots -- known as "check airmen." This should speed up the introduction of new pilots, who must have such a supervisor alongside them in the flight deck as they embark on flying a new aircraft type.

And the airline has boosted its recruiting staff from two to six and is working with aviation schools on recruitment, Campbell said.

The offer of double pay for the overtime flights has created a surprising conflict with the pilots union, Teamsters Local 1224.

Horizon's management and the Teamsters agreed in April on a new contract that specifies that overtime should be paid at 150 percent, not 200 percent.

In a letter to Horizon pilots last week, the union leadership -- counterintuitively -- objected to the company paying more than the contract stipulates and urged the pilots not to accept what it called a "200 percent bribe" to fly extra flights.

Greg Unterseher, director of representation for Teamsters Local 1224, said in an interview that the union objects to the company unilaterally amending the terms of the contract.

It doesn't want management paying a handsome bonus now just to get through the crisis, then taking it away later.

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## Horizon Air cutting hundreds of flights this summer due to pilot shortage

"It's not going to solve the issue," said Unterseher. "They messed up on their staffing. They still don't have the people to fly the airplanes."

He said one exacerbating factor for Horizon is that young pilots coming into the industry want to further their careers by flying jets rather than turboprop planes like the Q400s that make up the vast majority of Horizon's fleet.

Unterseher said he had a positive meeting Thursday with Campbell and that "we're trying to figure out ways to move forward."

In an interview Thursday, Joe Sprague, Alaska Air's senior vice president of external affairs, rejected criticism in the union letter that management has not been proactive in addressing the pilot shortage.

He said the new contract with the Teamsters includes provisions aimed squarely at increasing recruitment.

### Pilot bonuses

The airline is offering hiring bonuses of up to \$20,000 for Q400 pilots to join the company -- \$15,000 at completion of two months of training and \$5,000 more after a year of service.

And starting pay has been increased from \$30 an hour to \$40 an hour, from the first day of training.

Sprague said an encouraging sign is that Horizon's new-hire pilot classes -- which provide training on the planes they'll fly -- are full for June and July, with 30 trainees passing through each of those months.

But he said it will take time for the new recruitment efforts included in the newly ratified pilot contract to bear fruit.

So the selective cancellations now planned are temporary, he said, "while we build the staffing back up to where we think it needs to be."

Though Campbell's memo makes clear that June was a bad month for cancellations and lays out the plan for August, it only glancingly addresses what's ahead in July, very busy holiday month.

It's clear that cancellations will mount in the month ahead and Campbell asks employees to deal kindly with affected passengers.

"As we move into July, let's stick to what we do best," Campbell told employees. "Kindness to our guests and to each other will always make us shine."

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