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

Thursday November 10, 2016 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 – October 13, 2016

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

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

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

5. UNFINISHED BUSINESS - Oxnard Airport Authority approval of minutes from September 15, 2016

6. NEW BUSINESS

   A. Subject: Policy Discussion – Private Hangar Lease/License Agreement
Recommendation:
Staff requests that your Commission/Authorities review and discuss the current Private Hangar Lease/License Agreement.

7. REPORTS
   Monthly Noise Complaints – September 2016
   Airport Tenant Project Status – October 2016
   Project Status – October 2016
   Financial Statements First Quarter – FY 2016/2017
   Meeting Calendar

8. DIRECTOR’S REPORT

9. CORRESPONDENCE
   Letter dated October 11, 2016 from Jorge Rubio to Steve Lee, Golden West Air Terminals, Inc. re: 30 Day Written Notice to Remedy Default

10. MISCELLANEOUS HANDOUTS

11. INFORMATION
    Miscellaneous articles of interest

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

13. ADJOURNMENT
    The next regular Authority meeting will be on Thursday, December 8, 2016 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.
1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**

CAA Chair, Bill Thomas, called the meeting to order at 7:08 p.m., and led the Pledge of Allegiance.

2. **ROLL CALL**

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*Excused (E)  
Late (L)*

NOTE: Oxnard Airport Authority did not have a quorum therefore no vote took place regarding agenda item #6A.

3. **APPROVAL OF MINUTES – September 15, 2016**

*Camarillo Airport Authority:* Supervisor Kathy Long moved to approve the September minutes and Mayor Michael Morgan seconded the motion. All voted in favor and the motion passed unanimously.

*Oxnard Airport Authority:* No quorum

4. **PUBLIC COMMENT** - Citizens wishing to speak to the authorities on an airport-related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of three minutes per item.
Speaker cards for issues NOT on the agenda must be submitted before the end of the public comment period.

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

No public comment.

5. UNFINISHED BUSINESS

None.

6. NEW BUSINESS

A. **Subject:** Authorize the Director of Airports, or His Designee, to Request a One-Year Extension for the Existing Small Community Air Service Development (SCASD) Grant from the Department of Transportation (DOT) Scheduled to Expire on January 13, 2017; and if awarded the extension, Authorize the Director of Airports, or His Designee, and County Counsel to Execute Any Required Documentation.

**Recommendations:**

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

1. Authorize the Director of Airports, or his designee, to request a one-year extension for the Existing Department of Transportation (DOT) Small Community Air Service Development (SCASD) Grant in the amount of $500,000, which will provide funds to assist Oxnard Airport in restoring Scheduled Passenger Air Service; and if awarded the extension,

2. Authorize the Director of Airports, or his designee, and County Counsel to execute any required documentation to accept the extension.

Director Todd McNamee announced that Oxnard Airport Authority did not have quorum to approve this item. Mr. McNamee shared that this item is scheduled to go before the Board of Supervisors on October 18, 2016. A brief discussion took place regarding the Department of Airport’s efforts to bring an airline back to Ventura County. Deputy Director Jorge Rubio also provided some background on Mokulele Airlines. Mr. Rubio added that the grant could be used with any airline. Director McNamee stated that any airline agreement to utilize the SCASD grant would come before the Aviation Advisory Commission, the Oxnard Airport Authority, and the Board of Supervisors prior to executing the agreement.

A member from the Aviation Advisory Commission reported that the Commission previously heard this item and unanimously recommended approval but noted that the Commission also recommended a closer examination of Mokulele Airlines’ business plan.
B. **Subject:** Approval of Fiscal Year 2016-2017 Budget Adjustments for the Airport Capital Projects Fund; and Authorize the Auditor-Controller to Process the Necessary Budgetary Transactions.

**Recommendations:**

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

1. Approve Fiscal Year 2016-2017 budget adjustments for the Airport Capital Projects Fund as described in this letter; and

2. Authorize the Auditor-Controller to process the necessary budgetary transactions to revise the following appropriations:

   | Increase | Unit 5041 Buildings and Improvements | $322,000 |
   | Increase | Unit 5041 Transfers Out to Other Funds | $262,985 |
   | Increase | Unit 3203 Transfers In from Other Funds | $262,985 |
   | Decrease | Fund E300 Unrestricted Net Position | $584,985 |

Projects Administrator Erin Powers went over a PowerPoint presentation detailing the three projects that are impacted by the budget adjustment. It was clarified that all three projects were previously approved in the Department of Airport’s FY 2015-2016 budget so there is no new work to be approved.

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

*Camarillo Airport Authority:* Supervisor Kathy Long moved to approve staff’s recommendations and Mayor Michael Morgan seconded the motion. All voted in favor and the motion passed unanimously.

*Oxnard Airport Authority:* No vote required

C. **Subject:** Authorize the Director of Airports, or His Designee, to Execute an AOPA 2017 Airport Use and License Agreement between the Aircraft Owners and Pilots Association (AOPA) and the County of Ventura should the County of Ventura be selected to Host an AOPA Regional Fly-In Event in 2017.

**Recommendation:**

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

Authorize the Director of Airports, or his designee, to execute the AOPA 2017 Airport Use and License Agreement should the County of Ventura be selected to host a 2017 AOPA Regional Fly-In.
Deputy Director Rubio provided background on this item and also shared some information about Aircraft Owners and Pilots Association (AOPA). Mr. Rubio shared that past AOPA events have brought in approximately 450 aircraft, 900 vehicles, and 2,500 attendees to other airports. Mr. Rubio stated that the benefit to the community could be between $100,000-$300,000 (this includes direct and indirect benefits). Also, AOPA’s magazine is sent out to approximately 294,000 subscribed members and the magazine shares information about the communities that host a fly-in event. This advertising alone is a benefit of approximately $250,000. It was clarified that Camarillo Airport would be the main airport used for the event but Oxnard Airport may be used for a secondary runway. Mr. Rubio shared that the Department of Airports is partnering with local communities to arrange transportation from Oxnard Airport to Camarillo Airport if needed. Authority comments were made that the event would positively impact local tourism. Director McNamee shared information about a stakeholder’s meeting that took place in August to reaffirm community commitments should Ventura County be selected to host the event. Mr. McNamee stated that AOPA should announce their selection later this month or in early November.

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

**Camarillo Airport Authority:** Mayor Michael Morgan moved to approve staff’s recommendations and Supervisor Kathy Long seconded the motion. All voted in favor and the motion passed unanimously.

**Oxnard Airport Authority:** No vote required

7. **REPORTS**

   Monthly Activity Report — July (Revised), August 2016
   Monthly Noise Complaints – August 2016
   Airport Tenant Project Status – September 2016
   Project Status – September 2016
   Meeting Calendar

Staff welcomed and responded to comments/questions from Authority members. Deputy Director Rubio pointed out that the Monthly Activity Report from July was revised to reflect the correct numbers for Camarillo Airport. Errors in the original July report were brought to the Department of Airport’s attention during the Authority meeting that took place on September 15, 2016. Reports were received and filed.

8. **DIRECTOR’S REPORT**

Deputy Director Rubio shared that there were no changes to Conflict of Interest Code regarding the Form 700 that Authority members are required to file. Mr. Rubio stated that notifications to complete the annual Form 700 will be sent to Authority members at the beginning of next year.

*Report was received and filed.*
9. CORRESPONDENCE

Letter dated August 31, 2016 from Erin Powers to James M. Harris, President, Coffman Associates re: Selection of Airport Planning Consultant Services

Letter dated August 31, 2016 from Erin Powers to Jon Faucher, Mead & Hunt, Inc. re: Selection of Airport Professional Architectural & Engineering Services

Letter dated August 31, 2016 from Erin Powers to Jon Faucher, Mead & Hunt, Inc. re: Selection of Airport Planning Consultant Services

Letter dated September 9, 2016 from Todd McNamee to Steve Lee, Golden West Air Terminals re: Golden West Lease Matters

Letter dated September 15, 2016 from Todd McNamee to California Energy Commission re: Comments on California Energy Commission (CEC) Preliminary Staff Assessment (PSA) for Puente Power Project (P3) Dated June 20, 2016

Staff welcomed and responded to comments/questions from Authority members. Correspondence was received and filed.

10. MISCELLANEOUS HANDOUTS

None.

11. INFORMATION

Miscellaneous articles of interest.

Information was received and filed.

12. AUTHORITY COMMENTS

Supervisor John Zaragoza thanked Director McNamee and Deputy Director Rubio for expeditiously resolving an issue regarding a boat that someone had left in Oxnard.

13. ADJOURNMENT

There being no further business, the October 13, 2016 Authority meeting was adjourned at 7:45 p.m.

TODD L. McNAMEE, AAE
Administrative Secretary
CAMARILLO AND OXNARD AIRPORT AUTHORITY

MINUTES

SEPTEMBER 15, 2016

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

CAA Chair, Bill Thomas, called the meeting to order at 7:20 p.m., and led the Pledge of Allegiance.

2. ROLL CALL

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Excused (E)          
Late (L)

NOTE: There were no items before the Oxnard Airport Authority therefore a quorum was not required.

3. APPROVAL OF MINUTES – June 9, 2016

Supervisor Kathy Long moved to approve the June minutes and Michael Hodson seconded the motion. Mayor Tim Flynn and Bill Thomas abstained. All others voted in favor and the motion passed.

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

Speaker cards for issues NOT on the agenda must be submitted before the end of the public comment period.
Speaker cards for issues listed on the agenda must be presented before the item is up for consideration. Speakers will be called when the item is presented.

The president of the Hangar Owners' Association distributed a handout to the Authority members and stated that he would like the lease agreement between the County of Ventura and airport tenants to be amended to allow tenants to sublease their hangars. He also stated that public comments were made to the Aviation Advisory Commission and there was a determination that this item would be placed on a future agenda for the Commission to discuss further.

Another member of the public spoke regarding the matter of subleasing hangars and is in support of amending or creating a new lease agreement between the County of Ventura and airport tenants to allow tenants to sublease their hangars. Another member of the public spoke regarding a concern about tenants that are found to be non-compliant with their lease agreement and whether the Department of Airports would pursue eviction of those tenants. Another member of the public spoke regarding a concern about the Department of Airports enforcing the lease agreement and what actions would be taken by the department after the 90 day timeframe given to tenants that are found to be non-compliant with their lease agreement.

A member from the Aviation Advisory Commission reported that the Commission heard similar public comments regarding issues with the lease agreement therefore the Commission requested that this item be placed on a future agenda. Director Todd McNamee added that this item has been scheduled as a policy discussion for the November meetings.

5. UNFINISHED BUSINESS

None.

6. NEW BUSINESS

A. Subject: Certification of the Mitigated Negative Declaration (MND) for the Camarillo Airport Northeast Hangar Development Project; Find that the Proposed Project will have no Significant Effect on Environment; Approval and Adoption of the MND and Mitigation Monitoring Plan; and Authorization for the Director of Airports or Designee to File the Notice of Determination with the County Clerk.

(MND available on-line at the Department of Airports website)

Recommendations:

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

1. Certify that:

   a) The Board has reviewed and considered the information contained in the Mitigated Negative Declaration (MND);
b) The MND has been completed in compliance with the California Environmental Quality Act (CEQA) and the County of Ventura Administrative Supplement to the State CEQA Guidelines;
c) The MND reflects the independent judgment of the Board; and

2. Find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because certain mitigation measures have been incorporated into the proposed project to reduce impacts to a less-than-significant level; and

3. Approve and adopt the MND and Mitigation Monitoring Plan; and

4. Authorize the Director of Airports or designee to sign the Notice of Determination and file it with the County Clerk.

Projects Administrator Erin Powers went over a PowerPoint presentation and discussed the highlights of the Mitigation Negative Declaration (MND) and mitigation measures. Clarification was sought regarding the location of the project area at Camarillo Airport. There was a general discussion about the design of the project area including road and gate access. Ms. Powers reviewed the nature of the six written comments that were received during the public review period. Ms. Powers shared that this matter is scheduled to go before the Board of Supervisors on September 27, 2016. Director McNamee shared that the FAA approved the master plan for the design in 2001 and subsequently approved a master plan update in 2011. Ms. Powers added that the FAA is the lead agency on the federal environmental review and that they have programmed to fund a portion of the construction of eligible elements in 2017. Director McNamee responded to an inquiry about the timeline for this project and advised that the plan is to break ground on the project in the fall of 2017 with a year of construction.

A member from the Aviation Advisory Commission reported that the Commission met on September 12, 2016 and unanimously recommended this item for approval.

Camarillo Airport Authority: Supervisor Kathy Long moved to approve staff's recommendations and Councilmember Kevin Kildee seconded the motion. All voted in favor and the motion passed unanimously.

Oxnard Airport Authority: No vote required

7. REPORTS
   Monthly Activity Report – May, June, July 2016
   Monthly Noise Complaints – May, June, July 2016
   Airport Tenant Project Status – June, July, August 2016
   Project Status – June, July, August 2016
   Meeting Calendar
Staff welcomed and responded to comments/questions from Authority members. An Authority member pointed out that the Monthly Activity Report for June and July show the same number of monthly aircraft operations at Camarillo Airport. Director McNamee responded that department staff would correct the error in next month’s packet. Reports were received and filed.

8. DIRECTOR’S REPORT

Director Todd McNamee provided an update on hangar inspections. Director McNamee shared that the Department of Airports has inspected 400 out of 418 hangars and the majority of hangars are in compliance. The department is working with the few tenants that are not in compliance and there are only 16 hangars left to inspect. Phone calls have been made to the tenants that have not had an inspection. The department plans to inspect every hangar therefore the department will go towards enforcement action for tenants who do not comply with the inspection. The department will serve the tenant with notice consistent with any legal requirements and enter the hangar, hopefully while the tenant is present. The department would like to complete the last of the inspections within the next 60-90 days.

Director McNamee reported back on an item that went before the Camarillo Airport Authority at the June meeting. The item pertained to the sale of approximately two acres of land in Oxnard. Director McNamee reminded Authority members that the Camarillo Authority recommended to move ahead with the sale of the land but the Aviation Advisory Commission recommended postponing action until after the SOAR election in November. Director McNamee shared that the process is such that the department has to give 60 day notice to local agencies to see if they are interested in purchasing the land before auction dates can be scheduled. Given the process, it is likely that the sale of the land will take place after the November elections, possibly in December. Director McNamee shared that the department went before the Board of Supervisors to release the land from the FAA and the Board unanimously approved this action. It is anticipated that the land will sell for approximately $200,000.

Director McNamee shared that Maintenance Supervisor, Lou Danner, is no longer with the department as he took a promotional opportunity with the Health Care Agency working as a hospital facilities manager. Also, the Airport Operations Supervisor for Oxnard Airport, Brent Brown, is no longer with the department as he took a promotional opportunity with the Tri-State Airport in West Virginia working as the deputy director.

Report was received and filed.

9. CORRESPONDENCE

Letter dated May 26, 2016 from Dave Timms, President, Camarillo Airport Hangar Owners Association to Todd McNamee, Director of Airports, Department of Airports

Notice dated August 1, 2016 from Airport Operations Supervisor to All Camarillo East End Hangar Tenants re: Air Show at Camarillo Airport August 20th & 21st

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. AUTHORITY COMMENTS

Councilmember Bert Perello recognized the assistance Deputy Director Jorge Rubio provided regarding a Ventura Regional Sanitation District matter. Councilmember Perello thanked Mr. Rubio for his efforts.

Mayor Tim Flynn inquired about the status of restoring commercial air service to Oxnard Airport. Director McNamee shared that this is a top priority for the Department of Airports. Director McNamee also shared that Deputy Director Rubio is working with a small regional airline to explore the options of extending the department’s SCASD (Small Community Air Service Development) grant which expires next year. The department is also considering the possibility of transitioning out of being a commercial service airport and what that would entail cost wise and regulation wise. Director McNamee plans to make a decision on this matter that would impact next year’s budget cycle.

CAA Chair Bill Thomas provided an update on the Camarillo Air Show. The Air Show was successful but it was noted that attendance appeared to be down from last year.

13. ADJOURNMENT

There being no further business, the September 15, 2016 Authority meeting was adjourned at 8:30 p.m.

TODD L. McNAMEE, AAE
Administrative Secretary
November 7, 2016

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

Subject: Policy Discussion – Private Hangar Lease/License Agreement

Recommendation:

Staff requests that your Commission/Authorities review and discuss the current Private Hangar Lease/License Agreement.

Discussion:

At your September meetings, public comment was made by private hangar owners requesting to modify the County’s current Lease/License Agreement for Private Hangars to allow subleasing among other things. Your Commission/Authority requested it be placed on the agenda at a future meeting to review and discuss the Agreement (Attachment 1).

Staff interviewed previous County employees that served as the original airport managers and were responsible for the original hangar leasing policies for the County. Meeting documents including agendas and minutes dating back to 1980 pertaining to this matter were also reviewed. Below you will find a historical summary of the “Methodology for Allocating Aircraft Storage Space” at the Camarillo and Oxnard airports.

Originally, the hangar leasing program was established to meet an unmet demand for aircraft storage at a time when the Airport Enterprise Fund had a small and fluctuating revenue stream and needed to be financially self-sustaining. Therefore, the notion of private construction of hangars and placement on the County airports was considered a viable option. The program was intended to be temporary, where tenants would construct hangars and the County would purchase them back when funds were available in the Airport Enterprise Fund. 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. In the early 1980’s, policy discussion also included longer term leases, allowing private hangar owners to sell their hangars in an open market, and commercial versus private use and rights including subleasing.
Clause 22 of the License Agreement that was in place in 1983 (Attachment 2), required the private hangar owner to sell the hangar to the County or remove the hangar from the airport should they no longer wish to occupy it with an aircraft of their own. The price was to be fair market value for the structure, not to include the value of the County land.

In 1985, the County of Ventura Board of Supervisors approved a revised Policy Statement and Private Hangar License Agreement (Attachment 3) which removed the requirement of the private hangar owner to sell to the County, and allowed them to sell on the open market to an owner of an aircraft to be stored at the airport. The current Privately Owned Aircraft Storage Hangar Lease Agreement (Attachment 1) is essentially the same as the 1985 Agreement (Attachment 3).

During the years of meetings, discussions, and policy development, the purpose of private hangar storage remained the same, which is to provide access to hangar space for local pilots to store and operate their aircraft. Various clauses in the Agreement have always existed, including:

- Clause 8. The hangar shall be used only for aircraft storage.
- Clause 10. No commercial activity is permitted in private storage hangars.
- Clause 15. Lessee shall permit Lessor access for inspection.
- Clause 19. The lease is personal, and shall not be transferred, in whole or in part, or assigned.
- Clause 21. The hangar shall be occupied by an aircraft registered to the Lessee.

These clauses have been and remain in place, to protect the ability of the local pilot to have a place to store and operate their aircraft; provide the ability of the County to ensure compliance with laws, rules and regulations, and to protect the public’s interest as a public facility.

The following Public Comments section of the staff report attempts to capture public comments that caused this item to be placed on the agenda for discussion. The staff report summarizes and paraphrases public comment. It does not attribute the comment to a specific person, and is not the exact wording as a quote, but more the overall meaning of the public comment.

Public Comments Provided:

1. After being asked my a commissioner why a person who owns a hangar at the airport, but does not own an airplane, would want to continue ownership of that hangar, a member of the public responded, “Well, there’s a number of hangars right now on the airport for sale as a result of this inspection. These hangars have been put on the market and the prices are being depressed. If you have a valued hangar you may not want to sell it in a depressed market but you got an
empty hangar and there are aircrafts that need the space and you’d be willing to lease to them if you had that option. I think they’re holding the hangars with the hopes that they’ll be able to lease space to this well needed aircraft needing them. A secondary factor of what’s happening now is that with these distress sales taking place, the Department of Airports is appraising our hangars and I suspect they’re looking to buy our hangars now at depressed prices.”

2. Wish to allow subleasing (multiple).
3. Hangar inspections forced on tenants.
4. Was not aware of agreement.
5. Agreement is one sided, with no consideration for the tenant.
6. Why does the aircraft have to be registered to the tenant?

Rationale for current Private Hangar Lease/License Agreement and response to public comments:

1. The right to inspect has been in place since hangars have been on the airport. Inspections were conducted for compliance with FAA aeronautical use policy, local rules and regulations, and safety. Overall, the hangars were found to be compliant. Where not compliant, staff worked with tenants to gain compliance. Issues included non-standard electrical, storage of items not permitted, and subleasing. No-one has been threatened with eviction, but it is an eventual possibility if tenant does not comply with laws, rules, and regulations.

Appraisals were conducted for two reasons. First, to provide hangar owners with valid data for what their hangar is worth. Second, IF the DOA does seek to purchase a hangar, it must be based on appraised value. Values will fluctuate with the economy, the inspections are not a driver.

2. Subleasing. The County does allow additional aircraft to be stored, so long as the tenant has an aircraft registered in his/her name as well. There are many concerns with direct and/or total subleasing:

- Subleasing results in allowing a commercial activity which is not permitted in private storage hangars.
- Subleasing allows investment firms to buy hangar stock and rent out at higher than market rates for profit. This would likely result in pilots losing access to affordable storage at the airport, not help them gain access.
- Subleasing creates an arrangement where the County does not have a direct relationship with physical tenant on airport.
- The above two concerns both result in absentee landlord situations that is not conducive to compliance.
- Subleasing competes with the renting of County Hangars.

It was discussed with the Camarillo Airport Hangar Owners Association (CAHOA) Board that subleasing could be permitted on a case by case basis
under a commercial lease structure. Under this structure, the hangar owner would be given a long term lease (10-20 years depending on value of hangar) as a limited service provider for aircraft storage. The rent would be reduced from $0.125/sf/mo to $0.06/sf/mo, and the ownership of the hangar would revert to the County at the end of the lease term. The tenant occupying the hangar would have first right of refusal to remain in the hangar when the County took ownership. 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.

3. Hangar Inspections – Staff worked with the CAHOA Board to develop the strategy, process, schedule, notices, and checklist to accomplish the hangar inspections. The theme has always been “cooperative and respectful” and nearly all the inspections were conducted with little or no issue and with minimal inconvenience to the tenant. Additionally, every tenant, county and private, was offered a new fire extinguisher as part of the inspection.

4. Comment was made by a new tenant that he was not aware of the County Lease Agreement when he purchased the hangar. Staff’s recollection of facts indicates that the tenant was provided, at the Oxnard airport, with a hangar information packet that contained the Private Hangar License Agreement, prior to him buying the hangar. Additionally, the Private Hangar Lease/License Agreement has been posted on the Department’s website for at least six years, prior to the hangar purchase.

5. Agreement provides no consideration for the tenant and is one sided. The agreement allows a pilot to store and operate his/her aircraft at the airport which is the primary purpose of the agreement, and is a privilege. It comes with some restrictions that are lawful and reasonable to ensure safe and efficient access to the transportation system and provide protections to the public as the airports are publicly owned.

6. The Lessee name must be registered to the aircraft. This is to ensure the airport is fulfilling the main purpose of the agreement which is to provide reasonable access for local pilots to store and operate their aircraft.

The Lease/License Agreement for Private Hangars has stood the test of time and fulfilled the purpose of providing access to the County’s airports to local pilots to store and operate their aircraft. It is staff’s opinion that there is no compelling reason to change the conditions of the lease. It will make it more difficult for local pilots to access the airport, and erode the stability in ensuring compliance with federal, state, and local laws and regulations.

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 Lease Agreement
2. 1983 License Agreement
3. 1985 Board Letter and Supporting Attachments (including the 1985 License Agreement)
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 (1st) 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

Rev. 2/22/2016 6a10
PRIVATELY OWNED AIRCRAFT STORAGE
HANGAR LICENSE AGREEMENT

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

WITNESSETH:

1. Licensor, in consideration of the mutual covenants herein and full performance of the acts herein to be performed by Licensee, gives unto Licensee the privilege to store an aircraft in a relocatable aircraft hangar determined to be the property of said Licensee as evidenced by the manufacturer's sales contract, a copy of which will be filed with the Licensor. The precise placement of storage area shall be subject to the discretion and modification of the Licensor.

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 License for any reason upon giving thirty (30) days prior written notice by certified mail to the other party.

4. Licensor may terminate this License at any time and without prior written notice in the event of violation 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. Licensee hereby releases and discharges Licensor from
all claims and demands by Licensee for loss of or damage to
Licensee's property and agrees to indemnify Licensor against
and save Licensor 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 License. Licensee agrees to pay Licensor
in full and promptly upon demand for any and all loss of or
damage to Licensor's property caused by or resulting from any
operation of Licensee hereunder or in connection herewith.

6. Licensee hereby grants to Licensor a lien against
hangar, aircraft, and all personal property which Licensee
may, from time to time, store upon the premises. This lien
shall exist and continue for all unpaid amounts which Licensee
may owe Licensor, from time to time, and the assertion of the
lien shall not relieve Licensee from the obligation to pay
the monthly fees as herein provided. In the event Licensee
does not fully and immediately discharge all unpaid amounts,
Licensor is hereby granted and shall have the right to take
and recover possession of Licensee'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 Licensor 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. Licensor will not be responsible for theft, loss, injury, damage, or destruction of the hangar or property thereon or therein, or accident, or injury to Licensee, it being specifically understood that the amount of charges fixed for this License 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 Licensee's assigned aircraft storage area. Conditions may arise where it may be necessary for the Licensor to withdraw temporarily or permanently, without prior notice, the privilege of parking motor vehicles in the assigned storage area.

9. Licensee acknowledges that he has read and received "Policy Statement, Aircraft Storage Hangars" and agrees to abide by all of the rules and regulations contained therein or as may be amended from time to time.

10. Licensee 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 License, unless Licensee
secures prior written consent of the Licensor.

11. If Licensee 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, Licensee 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 Licensor shall have the right to refuse to permit or to stop any work. This shall not limit the aircraft owner or 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 Airport Manager.

12. Licensee shall not by his own or his agent's actions cause any increase in the Licensor's insurance rates or damage to the Licensor's property. The use of power tools which in any way increases the hazard of fire is strictly prohibited. Any use of the storage area 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. Licensee may perform the foregoing only in a location assigned by the Licensor.

14. Licensee shall not exercise the right granted herein in any manner which would interfere with the departure and arrival of aircraft.

15. Licensee shall permit Licensor'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 an annual inspection of Licensee's fire extinguisher.

16. Licensee shall not make or cause to be made any alteration to the storage area without first securing the written consent of Licensor'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 of 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, Licensee 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 licensed premises and any improvements or fixtures located thereon. Licensee shall also pay all taxes, assessments, fees, and charges on all merchandise fixtures and equipment owned or used thereon.

19. THIS LICENSE IS PERSONAL TO THE LICENSEE, AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED.

20. Licensee shall notify Licensor in writing within ten (10) days of any change in aircraft ownership or substitution of aircraft. Should Licensee 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 Licensee as reflected on the signed license agreement. Registration of aircraft will be determined by Federal Aviation Administration records. Licensee shall have sixty (60) days to erect or provide proof of intent to proceed from date of notification and assignment of space.

22. If Licensee elects to sell the hangar in place to County he shall offer and County may purchase said hangar for the current fair market value. Such fair market value will not include land or improvements to land. Upon the termination of this License, Licensee, at his own cost and expense, shall immediately remove his hangar, aircraft, and all personal property and restore storage area as nearly as practicable to the same state and condition as prior to use by Licensee. Should Licensee fail to immediately remove his hangar, aircraft, and all personal property and restore the storage area as nearly as practicable to the same state and condition as prior to use by Licensee, then Licensor may at Licensee's expense and in addition to other legal remedies, forthwith remove said hangar, aircraft, and all personal property and restore storage area as nearly as practicable to the same state and condition as prior to use by Licensee.

23. Licensee shall equip the hangar with a fire extinguisher appropriately mounted for easy access. The size and type to be determined by the County (Fire Protection District).

24. All hangars placed on the concrete ramp at Camarillo Airport will be of the portable/relocatable type. Color, size, location and assignment to be determined by County.
25. Licensee agrees to pay as consideration the posted monthly license fee in advance within fifteen (15) days after the first (1st) day of each and every month of the term. Partial months shall be prorated. Failure to pay monthly in advance shall automatically revoke this license and the use of the space, thereafter, shall be charged for at the standard daily fee. Fees charged and license deposits required shall automatically conform with fee changes approved by the Board of Supervisors. Additionally, Licensee agrees to provide Licensor, concurrently with the execution of this agreement, with a license deposit in the amount of one month's license fee in order to secure Licensee's conformance with the terms of this agreement.

26. 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 Airport Manager, Property Administration Agency, County of Ventura, 800 South Victoria Avenue, Ventura, CA 93009.
October 15, 1985

Board of Supervisors
County Government Center
800 South Victoria Avenue
Ventura, CA 93009

PRIVATELY OWNED AIRCRAFT STORAGE
HANGAR LICENSE AGREEMENT

RECOMMENDATIONS:

1. Adopt the attached Aircraft Storage
   Hangar Policy.

2. Approve the attached revised Privately
   Owned Aircraft Storage Hangar License
   Agreement.

DISCUSSION:

On March 15, 1983 your Board adopted a policy that stated in part, "County shall provide all aircraft storage (hangars and
tiedowns) on County airports and buy back all privately owned
hangars when they become available for sale by the owner."

At that point in time the untested policy appeared, on the
surface, to provide County better control of future airport
planning issues, and for that reason was strongly supported
by the Airport Authorities when recommended by staff. Unfor­
tunately, the provision to buy back private hangars has been
perceived by those owners as a County plan to monopolize the
market through a restrictive policy and to offer sellers a
purchase price much less than that amount regarded by the
seller as being reasonable and acceptable. In summary, the
plan failed because many private hangar owners willingly paid
others astronomical prices for a product already in place on
the airport during a time when such sales were permitted and
additional hangar construction was prohibited. Others are of
the opinion that their hangar has appreciated markedly and
expect more for the structure than that sales price County
would accept in a competitive bid process.
Therefore, staff is asking your Board to adopt a revised policy, as recommended by all advisory bodies, which will allow the sale of private hangars to willing buyers subject to the buyer's ability, as determined by the Airports Administrator, to enter into a new license agreement and to comply with the terms and conditions set forth therein.

The Commission and Airport Authorities are also recommending a revision to the March 15, 1983 policy which charges County with the sole responsibility and obligation to provide all aircraft storage on both airport facilities. Obviously, this direction removed the private sector from consideration.

While staff originally opposed any plan to increase the number of privately owned aircraft storage hangars as an effort to preserve what land is available for the most affordable storage (tiedowns) we can now agree that all opportunities should be examined when the need is recognized. To that end, all proposals related to the development of designated airport properties for the purpose of providing future aircraft storage would be submitted to the advisory bodies for recommendations as appropriate.

If you have any questions regarding this subject please do not hesitate to call me at 388-4200.

JAMES G. O'NEILL
Airports Administrator

Attachments: 1) Revised Aircraft Storage Hangar Policy
2) Revised Privately Owned Aircraft Storage Hangar License Agreement
3) Current Aircraft Storage Hangar Policy
4) Current Privately Owned Aircraft Storage Hangar License Agreement

cc: Richard Wittenberg, CAO
POLICY STATEMENT
AIRCRAFT STORAGE HANGARS

It shall be the policy of the Department of Airports to provide aircraft storage (including aircraft storage hangars) to meet current and projected demand when such need is recognized as being consistent with the planned development of airport facilities.

It shall further be the policy of the Department of Airports to submit for consideration and recommendation all offers and proposals received from private developers having an interest in providing aircraft storage facilities at County airports.

The following provisions will be incorporated into the PRIVATELY OWNED AIRCRAFT STORAGE HANGAR LICENSE AGREEMENT:

1. The aircraft storage hangar shall be occupied by an aircraft registered to the licensee as reflected on the signed license agreement. Registration of aircraft will be determined by Federal Aviation Administration records.

2. The Aircraft Storage License Agreement is personal to the licensee and shall not be sublet, in whole or in part, or assigned.

3. Licensee shall notify Airport, in writing, within ten (10) days of any change in aircraft ownership or substitution of aircraft. Should licensee dispose of his aircraft, by sale or circumstances, his hangar shall not remain vacant for more than ninety (90) calendar days.

4. Licensee shall not make or cause to be made any alterations to the storage area without first securing the written consent of Licensor's authorized agent and then only upon the terms set by said agent.

5. Licensee 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 the License Agreement, unless Licensee secures prior written consent of the Airports Administrator.

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6. Licensee may offer, and subsequently sell, that aircraft storage hangar identified on the license agreement of record to a willing buyer determined by the Airports Administrator to be an eligible applicant in terms of ability to enter into and comply with all provisions of the license agreement.

7. Licensee 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 than 5 lb. all purpose type filled with ABC dry chemical.

8. Licensee shall agree to an annual hangar inspection as scheduled by County.
PRIVATELY OWNED AIRCRAFT STORAGE
HANGAR LICENSE AGREEMENT

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

WITNESSETH:

1. Licensor, in consideration of the mutual covenants herein and full performance of the acts herein to be performed by Licensee, gives unto Licensee the privilege to store an aircraft in a relocatable aircraft hangar determined to be the property of said Licensee as evidenced by the manufacturer's sales contract, a copy of which will be filed with the Licensor. The precise placement of storage area shall be subject to the discretion and modification of the Licensor.

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 License for any reason upon giving thirty (30) days prior written notice by certified mail to the other party.

4. Licensor may terminate this License at any time and without prior written notice in the event of violation 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. Licensee hereby releases and discharges Licensor from
all claims and demands by Licensee for loss of or damage to
Licensee's property and agrees to indemnify Licensor against
and save Licensor 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 License. Licensee agrees to pay Licensor
in full and promptly upon demand for any and all loss of or
damage to Licensor's property caused by or resulting from any
operation of Licensee hereunder or in connection herewith.

6. Licensee hereby grants to Licensor a lien against
hangar, aircraft, and all personal property which Licensee
may, from time to time, store upon the premises. This lien
shall exist and continue for all unpaid amounts which Licensee
may owe Licensor, from time to time, and the assertion of the
lien shall not relieve Licensee from the obligation to pay
the monthly fees as herein provided. In the event Licensee
does not fully and immediately discharge all unpaid amounts,
Licensor is hereby granted and shall have the right to take
and recover possession of Licensee'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 Licensor 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. Licensor will not be responsible for theft, loss, injury, damage, or destruction of the hangar or property thereon or therein, or accident, or injury to Licensee, it being specifically understood that the amount of charges fixed for this License 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 Licensee's assigned aircraft storage area. Conditions may arise where it may be necessary for the Licensor to withdraw temporarily or permanently, without prior notice, the privilege of parking motor vehicles in the assigned storage area.

9. Licensee acknowledges that he has read and received "Policy Statement, Aircraft Storage Hangars" and agrees to abide by all of the rules and regulations contained therein or as may be amended from time to time.

10. Licensee 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 License, unless Licensee
secures prior written consent of the Licensor.

11. If Licensee 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, Licensee 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 Licensor shall have the right to refuse to permit or to stop any work. This shall not limit the aircraft owner or 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. Licensee shall not by his own or his agent's actions cause any increase in the Licensor's insurance rates or damage to the Licensor's property. The use of power tools which in any way increases the hazard of fire is strictly prohibited. Any use of the storage area 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. Licensee may perform the foregoing only in a location assigned by the Licensor.

14. Licensee shall not exercise the right granted herein in any manner which would interfere with the departure and arrival of aircraft.

15. Licensee shall permit Licensor'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 an annual inspection of Licensee's fire extinguisher.

16. Licensee shall not make or cause to be made any alteration to the storage area without first securing the written consent of Licensor'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 of 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, Licensee 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 licensed premises and any improvements or fixtures located thereon. Licensee shall also pay all taxes, assessments, fees, and charges on all merchandise fixtures and equipment owned or used thereon.

19. THIS LICENSE IS PERSONAL TO THE LICENSEE, AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED.

20. Licensee shall notify Licensor in writing within ten (10) days of any change in aircraft ownership or substitution of aircraft. Should Licensee 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 Licensee as reflected on the signed license agreement. Registration of aircraft will be determined by Federal Aviation Administration records.

22. If Licensee 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 license 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. Licensee 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 than 5 lb. all purpose type filled with ABC dry chemical.

24. Licensee agrees to pay as consideration the posted monthly license fee in advance within fifteen (15) days after the first (1st) day of each and every month of the term. Partial months shall be prorated. Failure to pay monthly in advance shall automatically revoke this license and the use of the space, thereafter, shall be charged for at the standard daily fee. Fees charged and license deposits required shall automatically conform
with fee changes approved by the Board of Supervisors. Additionally, Licensee agrees to provide Licensor, concurrently with the execution of this agreement, with a license deposit in the amount of one month's license fee plus late fee in order to secure Licensee'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, 229 Durley Avenue, Camarillo, CA 93010.
26. Licensee is the owner of the following aircraft:

Plane No. ____________________ Make________________________
Registered Owner______________________________

Phone No. ________________ Business Phone________________
Type of Pilot's License______ Pilot's License No.__________
Hangar No. ___________ Insurance Co.______________________
Airport ____________ Policy No. ______________ Phone No.______

IN WITNESS WHEREOF, the Licensee has executed this License and the Licensor has caused this License to be executed on its behalf by the Administrator, Department of Airports, County of Ventura, on this ______ day of ______________, 19___.

LICENSEE

________________________________________

COUNTY OF VENTURA
LICENSOR

By_________________________ County Agent

Rev. 10/15/85

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POLICY STATEMENT
AIRCRAFT STORAGE HANGARS

It shall be the policy of the Property Administration Agency to provide County-owned aircraft storage hangars necessary to meet the existing and future demand when such need is recognized.

It shall further be the policy of the Property Administration Agency to accommodate those eligible aircraft owners or operators who, prior to February 23, 1983, placed their name on a waiting list for the express purpose of erecting their privately owned aircraft storage hangar on County-owned land.

The following provisions will be incorporated into the license agreement:

1. The aircraft storage hangar shall be occupied by an aircraft registered to the licensee as reflected on the signed license agreement. Registration of aircraft will be determined by Federal Aviation Administration records. Licensee shall have sixty (60) days to erect or provide proof of intent to proceed from date of notification and assignment of space.

2. The Aircraft Storage License Agreement is personal to the licensee and shall not be sublet, in whole or in part, or assigned.

3. Licensee shall notify Airport, in writing, within ten (10) days of any change in aircraft ownership or substitution of aircraft. Should licensee dispose of his aircraft, by sale or circumstances, his hangar shall not remain vacant for more than ninety (90) calendar days.

4. Licensee shall not make or cause to be made any alterations to the storage area without first securing the written consent of Licensor's authorized agent and then only upon the terms set by said agent.

5. Licensee 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 the License Agreement, unless Licensee secures prior written consent of the Airport Manager.
6. Upon termination of the Aircraft Storage License Agreement, Licensee, at his own cost and expense, shall immediately remove his aircraft and all personal property and to restore storage area as nearly as practicable to the same state and condition as prior to use by Licensee.

7. If Licensee elects to sell the hangar in place, he shall offer and County will purchase said hangar for the current fair market value. Such fair market value will not include land or improvements to land.

8. Licensee 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.

9. Licensee shall agree to an annual hangar inspection as scheduled by County.

10. All hangars placed on the concrete ramp at Camarillo Airport will be of the portable/relocatable type. Color, size, location and assignment to be determined by County.
PRIVATELY OWNED AIRCRAFT STORAGE
HANGAR LICENSE AGREEMENT

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

WITNESSETH:

1. Licensor, in consideration of the mutual covenants herein and full performance of the acts herein to be performed by Licensee, gives unto Licensee the privilege to store an aircraft in a relocatable aircraft hangar determined to be the property of said Licensee as evidenced by the manufacturer's sales contract, a copy of which will be filed with the Licensor. The precise placement of storage area shall be subject to the discretion and modification of the Licensor.

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 License for any reason upon giving thirty (30) days prior written notice by certified mail to the other party.

4. Licensor may terminate this License at any time and without prior written notice in the event of violation 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. Licensee hereby releases and discharges Licensor from
all claims and demands by Licensee for loss of or damage to
Licensee's property and agrees to indemnify Licensor against
and save Licensor 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 License. Licensee agrees to pay Licensor
in full and promptly upon demand for any and all loss of or
damage to Licensor's property caused by or resulting from any
operation of Licensee hereunder or in connection herewith.

6. Licensee hereby grants to Licensor a lien against
hangar, aircraft, and all personal property which Licensee
may, from time to time, store upon the premises. This lien
shall exist and continue for all unpaid amounts which Licensee
may owe Licensor, from time to time, and the assertion of the
lien shall not relieve Licensee from the obligation to pay
the monthly fees as herein provided. In the event Licensee
does not fully and immediately discharge all unpaid amounts,
Licensor is hereby granted and shall have the right to take
and recover possession of Licensee'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 Licensor 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. Licensor will not be responsible for theft, loss, injury, damage, or destruction of the hangar or property thereon or therein, or accident, or injury to Licensee, it being specifically understood that the amount of charges fixed for this License 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 Licensee's assigned aircraft storage area. Conditions may arise where it may be necessary for the Licensor to withdraw temporarily or permanently, without prior notice, the privilege of parking motor vehicles in the assigned storage area.

9. Licensee acknowledges that he has read and received "Policy Statement, Aircraft Storage Hangars" and agrees to abide by all of the rules and regulations contained therein or as may be amended from time to time.

10. Licensee 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 License, unless Licensee
secures prior written consent of the Licensor.

11. If Licensee 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, Licensee 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 Licensor shall have the right to refuse to permit or to stop any work. This shall not limit the aircraft owner or 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 Airport Manager.

12. Licensee shall not by his own or his agent's actions cause any increase in the Licensor's insurance rates or damage to the Licensor's property. The use of power tools which in any way increases the hazard of fire is strictly prohibited. Any use of the storage area 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. Licensee may perform the foregoing only in a location assigned by the Licensor.

14. Licensee shall not exercise the right granted herein in any manner which would interfere with the departure and arrival of aircraft.

15. Licensee shall permit Licensor'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 an annual inspection of Licensee's fire extinguisher.

16. Licensee shall not make or cause to be made any alteration to the storage area without first securing the written consent of Licensor'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 of 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, Licensee 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 licensed premises and any improvements or fixtures located thereon. Licensee shall also pay all taxes, assessments, fees, and charges on all merchandise fixtures and equipment owned or used thereon.

19. THIS LICENSE IS PERSONAL TO THE LICENSEE, AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED.

20. Licensee shall notify Licensor in writing within ten (10) days of any change in aircraft ownership or substitution of aircraft. Should Licensee 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 Licensee as reflected on the signed license agreement. Registration of aircraft will be determined by Federal Aviation Administration records. Licensee shall have sixty (60) days to erect or provide proof of intent to proceed from date of notification and assignment of space.

22. If Licensee elects to sell the hangar in place to County he shall offer and County may purchase said hangar for the current fair market value. Such fair market value will not include land or improvements to land. Upon the termination of this License, Licensee, at his own cost and expense, shall immediately remove his hangar, aircraft, and all personal property and restore storage area as nearly as practicable to the same state and condition as prior to use by Licensee. Should Licensee fail to immediately remove his hangar, aircraft, and all personal property and restore the storage area as nearly as practicable to the same state and condition as prior to use by Licensee, then Licensor may at Licensee's expense and in addition to other legal remedies, forthwith remove said hangar, aircraft, and all personal property and restore storage area as nearly as practicable to the same state and condition as prior to use by Licensee.

23. Licensee shall equip the hangar with a fire extinguisher appropriately mounted for easy access. The size and type to be determined by the County (Fire Protection District).

24. All hangars placed on the concrete ramp at Camarillo Airport will be of the portable/relocatable type. Color, size, location and assignment to be determined by County.
25. Licensee agrees to pay as consideration the posted monthly license fee in advance within fifteen (15) days after the first (1st) day of each and every month of the term. Partial months shall be prorated. Failure to pay monthly in advance shall automatically revoke this license and the use of the space, thereafter, shall be charged for at the standard daily fee. Fees charged and license deposits required shall automatically conform with fee changes approved by the Board of Supervisors. Additionally, Licensee agrees to provide Licensor, concurrently with the execution of this agreement, with a license deposit in the amount of one month's license fee in order to secure Licensee's conformance with the terms of this agreement.

26. 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 Airport Manager, Property Administration Agency, County of Ventura, 800 South Victoria Avenue, Ventura, CA 93009.
27. Licensee is the owner of the following aircraft:

Plane No. ____________________ Make ____________________

Registered Owner ____________________


Phone No. ____________________ Business Phone ____________________

Type of Pilot's License ______ Pilot's License No. ______

Hangar No. ________ Insurance Co. ____________________

Airport ________ Policy No. ________ Phone No. ________

IN WITNESS WHEREOF, the Licensee has executed this License and the Licensor has caused this License to be executed on its behalf by the Director, Property Administration Agency, County of Ventura, pursuant to __________ on this _______ day of ____________, 19______.

LICENSEE

______________________________

COUNTY OF VENTURA

LICENSENOR

By __________________________
County Agent

- 8 -
MONTHLY ACTIVITY REPORT

Month ending September 30, 2016

Hangars and Tie-downs:

<table>
<thead>
<tr>
<th>CAMARILLO</th>
<th>OXNARD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Private Hangars</strong></td>
<td><strong>County Hangars</strong></td>
</tr>
<tr>
<td>170</td>
<td>170</td>
</tr>
<tr>
<td>125</td>
<td>125</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td><strong>Permanent tie-downs</strong></td>
<td><strong>FBO assigned tie-downs</strong></td>
</tr>
<tr>
<td>96</td>
<td>67</td>
</tr>
</tbody>
</table>

Other:

<table>
<thead>
<tr>
<th>CAMARILLO</th>
<th>OXNARD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Citations issued</strong></td>
<td><strong>Current year number of aircraft operations – for month</strong></td>
</tr>
<tr>
<td>0</td>
<td>12,542</td>
</tr>
<tr>
<td>1</td>
<td>6,892</td>
</tr>
</tbody>
</table>

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

Revised 9/22/16
G:\Jorge’s Monthly Activity Reports\Mo Activity Reports\2016\Mo Activity Report September 2016
<table>
<thead>
<tr>
<th>Date/Time &amp; weather of complaint(s)</th>
<th>Type of complaint</th>
<th>Mode of flight</th>
<th>Type of aircraft</th>
<th>Location of complaint</th>
<th>Number of calls regarding this aircraft (this month)</th>
<th>Number of calls from this person (this month)</th>
<th>Pilot contacted</th>
<th>Complainant contacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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)


September, 2016
### Monthly Noise Complaint Summary - Oxnard Airport

<table>
<thead>
<tr>
<th>Date/Time &amp; weather of complaint(s)</th>
<th>Type of complaint</th>
<th>Mode of flight</th>
<th>Type of aircraft</th>
<th>Location of complaint</th>
<th>Number of calls regarding this aircraft (this month)</th>
<th>Number of calls from this person (this month)</th>
<th>Pilot contacted</th>
<th>Complainant contacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/6 11:41 am Clear</td>
<td>Noise</td>
<td>T&amp;G</td>
<td>Piston</td>
<td>5000 Block W, 5th St., Oxnard</td>
<td>1</td>
<td>1</td>
<td>***</td>
<td>Yes</td>
</tr>
</tbody>
</table>

* 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)


---

September, 2016
CAMARILLO

- 333 Skyway Site – Construction continues for the new Behavioral Health Mental Health Rehabilitation Center (MHRC). Construction is estimated to be complete soon. Neighborhood Open house scheduled for November 16, 2016.

- Airport Properties Limited (APL) Hangar Development, Row G – Grading work complete. The building permit for Row G has been issued and construction is scheduled to begin October 24, 2016.

OXNARD

- None

OTHER

- None
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>5th Street Bioswale Relandscaping</td>
<td>$20,000</td>
<td>N/A</td>
<td>Venco Western</td>
<td>6/23/16</td>
<td>8/22/16</td>
<td>9/20/16</td>
</tr>
<tr>
<td>3</td>
<td>OXR Maintenance Yard Improvements, Phase 1 &amp; 2</td>
<td>$75,000</td>
<td>DOA</td>
<td>Various</td>
<td>Various</td>
<td>9/16/16</td>
<td>12/31/16</td>
</tr>
</tbody>
</table>

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
<table>
<thead>
<tr>
<th>Sup. Dist.</th>
<th>Project Name Spec. Number</th>
<th>Estimate Low Bid</th>
<th>CCO's Claims</th>
<th>Design Engr. Contractor</th>
<th>Scheduled or Actual Dates</th>
<th>% Compl Design / Const.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

None at this time.

Note: Shaded boxes indicate changes from previous month
CMA – Camarillo Airport
OXR – Oxnard Airport
TBD – To be determined
CCO – Contract Change Orders
County of Ventura  
Department of Airports  
Fund: E300  
Statement of Net Assets  
September 30, 2016  
(Unaudited)

**ASSETS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$12,687,600</td>
</tr>
<tr>
<td>Cash - prepay &amp; overpay from tenants</td>
<td>24,700</td>
</tr>
<tr>
<td>Cash - security deposit</td>
<td>481,500</td>
</tr>
<tr>
<td>Cash - petty cash/change fund</td>
<td>500</td>
</tr>
<tr>
<td>Receivables:</td>
<td></td>
</tr>
<tr>
<td>Accounts receivable net of allowance for uncollectable accounts of $20,000</td>
<td>199,700</td>
</tr>
<tr>
<td>Uncollectable accounts of $20,000</td>
<td></td>
</tr>
<tr>
<td>Interest receivable</td>
<td>24,200</td>
</tr>
<tr>
<td>Grants receivable</td>
<td></td>
</tr>
<tr>
<td>Capital assets:</td>
<td></td>
</tr>
<tr>
<td>Easements</td>
<td>848,800</td>
</tr>
<tr>
<td>Land</td>
<td>9,362,500</td>
</tr>
<tr>
<td>Land improvements</td>
<td>46,975,200</td>
</tr>
<tr>
<td>Building &amp; Improvements</td>
<td>17,322,800</td>
</tr>
<tr>
<td>Equipment</td>
<td>1,079,300</td>
</tr>
<tr>
<td>Vehicle</td>
<td>989,700</td>
</tr>
<tr>
<td>Construction in Progress</td>
<td>1,510,900</td>
</tr>
<tr>
<td>Accumulated depreciation</td>
<td>(36,671,100)</td>
</tr>
<tr>
<td>Deferred outflows related to pensions</td>
<td></td>
</tr>
<tr>
<td>Total assets</td>
<td>$55,286,900</td>
</tr>
</tbody>
</table>

**LIABILITIES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable</td>
<td>$41,800</td>
</tr>
<tr>
<td>Accrued liabilities</td>
<td>40,500</td>
</tr>
<tr>
<td>Short-term compensated absences</td>
<td>99,500</td>
</tr>
<tr>
<td>Due to other funds - GSA, ITS, PWA</td>
<td></td>
</tr>
<tr>
<td>Unearned revenue (prepayments)</td>
<td>9,700</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>491,500</td>
</tr>
<tr>
<td>Unreserved overpayments</td>
<td>15,000</td>
</tr>
<tr>
<td>Long-term compensated balances</td>
<td>37,500</td>
</tr>
<tr>
<td>Net pension liability</td>
<td>1,398,100</td>
</tr>
<tr>
<td>Deferred inflows related to pensions</td>
<td>865,500</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>$3,039,600</td>
</tr>
</tbody>
</table>

**NET ASSETS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invested in capital assets net of related debt</td>
<td>$41,418,100</td>
</tr>
<tr>
<td>Unrestricted Net Assets</td>
<td>10,829,200</td>
</tr>
<tr>
<td>Total net assets</td>
<td>52,247,300</td>
</tr>
<tr>
<td>Total liabilities and net assets</td>
<td>$55,286,900</td>
</tr>
</tbody>
</table>
Operating Activities:
Permits $478,536
Fines and penalties 1,917
Rents and concessions 368,511
Percentage lease rent 50,598
Tiedown rents 22,378
Hangar rents 208,120
Land rent - hangars 122,494
Transient tiedown rents 1,337
Landing fees 1,256
Parking fees 5,292
Gas & oil fuel flow percentage 68,899
% rent-all other gross rec 338,226
Miscellaneous 5,172
Salaries & Benefits (725,970)
Service & Supplies (375,847)
Interest Received -
Interest Paid -
Prepay/Security Deposit (131,014)
CUE tax assessment -

Cash Provided by Operating Activities $439,905

Investing Activities:
State and federal grants
Sales/(purchases) fixed assets (24,750)
Capital Expenditures (58,922)

Cash Used in Investing Activities (84,672)

Financing Activities:
Principal Payment on Short & Long Term Debt $ -

Cash Provided by Financing Activities -

Increase (Decrease) in Cash & Equivalents $355,233

Cash & Equivalents-Beginning of Year 12,843,249

Cash & Equivalents-End of Period $13,198,482
### County of Ventura
**Airport Enterprise-Camarillo Oxnard**
**Statement of Revenues and Expenses**
**For the quarter ending September 30, 2016**
(Rounded to the nearest hundred)
(Unaudited)

<table>
<thead>
<tr>
<th></th>
<th>Camarillo</th>
<th>Oxnard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permits</td>
<td>$351,600</td>
<td>$62,400</td>
<td>$414,000</td>
</tr>
<tr>
<td>Fines and penalties</td>
<td>500</td>
<td>700</td>
<td>1,200</td>
</tr>
<tr>
<td>Rents and concessions</td>
<td>378,400</td>
<td>22,400</td>
<td>400,800</td>
</tr>
<tr>
<td>Percentage lease rent</td>
<td>11,700</td>
<td>38,900</td>
<td>50,600</td>
</tr>
<tr>
<td>Tiedown rents</td>
<td>22,300</td>
<td>300</td>
<td>22,600</td>
</tr>
<tr>
<td>Hangar rents</td>
<td>143,100</td>
<td>76,500</td>
<td>219,600</td>
</tr>
<tr>
<td>Land rent - hangars</td>
<td>93,600</td>
<td>25,000</td>
<td>118,900</td>
</tr>
<tr>
<td>Transient tiedown rents</td>
<td>1,300</td>
<td>-</td>
<td>1,300</td>
</tr>
<tr>
<td>Landing fees</td>
<td>-</td>
<td>1,200</td>
<td>1,200</td>
</tr>
<tr>
<td>Parking fees</td>
<td>100</td>
<td>5,200</td>
<td>5,300</td>
</tr>
<tr>
<td>Gas &amp; oil fuel flow percentage</td>
<td>55,300</td>
<td>13,600</td>
<td>68,900</td>
</tr>
<tr>
<td>% rent-all other gross rec</td>
<td>208,400</td>
<td>128,000</td>
<td>336,400</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td>$1,266,600</td>
<td>$374,700</td>
<td>$1,641,300</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Camarillo</th>
<th>Oxnard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and wages</td>
<td>$317,200</td>
<td>$89,200</td>
<td>$406,400</td>
</tr>
<tr>
<td>Benefits</td>
<td>203,900</td>
<td>68,500</td>
<td>272,400</td>
</tr>
<tr>
<td>Admin salaries allocated to Oxnard Airport</td>
<td>(55,100)</td>
<td>55,100</td>
<td>-</td>
</tr>
<tr>
<td>Agricultural</td>
<td>300</td>
<td>-</td>
<td>300</td>
</tr>
<tr>
<td>Uniforms and clothing</td>
<td>1,000</td>
<td>1,600</td>
<td>2,600</td>
</tr>
<tr>
<td>Communications</td>
<td>11,200</td>
<td>2,500</td>
<td>13,700</td>
</tr>
<tr>
<td>Household expense</td>
<td>8,400</td>
<td>2,500</td>
<td>10,900</td>
</tr>
<tr>
<td>Insurance</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Indirect county costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Maintenance-equipment</td>
<td>8,700</td>
<td>3,200</td>
<td>11,900</td>
</tr>
<tr>
<td>Maintenance-building and improvements</td>
<td>24,500</td>
<td>15,500</td>
<td>40,000</td>
</tr>
<tr>
<td>Medical</td>
<td>500</td>
<td>400</td>
<td>900</td>
</tr>
<tr>
<td>Memberships and dues</td>
<td>1,400</td>
<td>800</td>
<td>2,200</td>
</tr>
<tr>
<td>Miscellaneous expense</td>
<td>1,900</td>
<td>5,900</td>
<td>7,800</td>
</tr>
<tr>
<td>Office expense</td>
<td>4,400</td>
<td>500</td>
<td>4,900</td>
</tr>
<tr>
<td>Professional and specialized services</td>
<td>68,200</td>
<td>26,900</td>
<td>95,100</td>
</tr>
<tr>
<td>Rents and leases - equipment</td>
<td>7,200</td>
<td>500</td>
<td>7,700</td>
</tr>
<tr>
<td>Small tools and equipment</td>
<td>12,300</td>
<td>-</td>
<td>12,300</td>
</tr>
<tr>
<td>Transportation charges</td>
<td>14,200</td>
<td>8,500</td>
<td>22,700</td>
</tr>
<tr>
<td>Conference and seminars</td>
<td>4,600</td>
<td>100</td>
<td>4,700</td>
</tr>
<tr>
<td>Utilities</td>
<td>37,500</td>
<td>16,800</td>
<td>54,300</td>
</tr>
<tr>
<td>Education, books and training</td>
<td>10,300</td>
<td>2,200</td>
<td>12,500</td>
</tr>
<tr>
<td>Taxes and licenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bad debts</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Depreciation</td>
<td>342,300</td>
<td>279,300</td>
<td>621,600</td>
</tr>
<tr>
<td><strong>Total operating expenditures</strong></td>
<td>$1,024,900</td>
<td>$580,000</td>
<td>$1,604,900</td>
</tr>
</tbody>
</table>

**Operating income (loss)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating income (loss)</strong></td>
<td>$241,700</td>
</tr>
</tbody>
</table>
County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
For the quarter ending September 30, 2016
(Rounded to the nearest hundred)
(Unaudited)

<table>
<thead>
<tr>
<th>Non-operating revenues (expenses):</th>
<th>Camarillo</th>
<th>Oxnard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>State and federal grants</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Prior Year Revenue</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Contribution to Outside Agency</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Gain/Loss Disposal Fixed Asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest income</td>
<td>24,200</td>
<td>-</td>
<td>24,200</td>
</tr>
<tr>
<td>Insurance proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Loan Interest Payment</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total non-operating revenues (expenses)</strong></td>
<td><strong>24,200</strong></td>
<td><strong>-</strong></td>
<td><strong>24,200</strong></td>
</tr>
</tbody>
</table>

Income (loss) before transfers

<table>
<thead>
<tr>
<th>Income (loss) before transfers</th>
<th>Camarillo</th>
<th>Oxnard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>265,900</td>
<td>(205,300)</td>
<td>60,600</td>
</tr>
</tbody>
</table>

Other financing sources (uses):

<table>
<thead>
<tr>
<th>Other financing sources (uses):</th>
<th>Camarillo</th>
<th>Oxnard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers in</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Increase (decrease) in net assets

<table>
<thead>
<tr>
<th>Increase (decrease) in net assets</th>
<th>Camarillo</th>
<th>Oxnard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 265,900</td>
<td>$ (205,300)</td>
<td>$ 60,600</td>
</tr>
</tbody>
</table>
## County of Ventura
### Airport Enterprise-Camarillo
### Budget to Actual
### July 1, 2016 thru September 30, 2016
### (Rounded to the nearest hundred)
### (Unaudited)

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Adjusted Budget as of Sep 2016</th>
<th>YTD Actuals &amp; Accruals thru Sep 2016</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permits</td>
<td>$549,200</td>
<td>$351,600</td>
<td>64%</td>
</tr>
<tr>
<td>Fines and penalties</td>
<td>8,200</td>
<td>500</td>
<td>6%</td>
</tr>
<tr>
<td>Rents and concessions</td>
<td>1,360,800</td>
<td>378,400</td>
<td>28%</td>
</tr>
<tr>
<td>Percentage lease rent</td>
<td>100,300</td>
<td>11,700</td>
<td>12%</td>
</tr>
<tr>
<td>Tiedown rents</td>
<td>80,500</td>
<td>22,300</td>
<td>28%</td>
</tr>
<tr>
<td>Hangar rents</td>
<td>571,900</td>
<td>143,100</td>
<td>25%</td>
</tr>
<tr>
<td>Land rent - hangars</td>
<td>379,500</td>
<td>93,900</td>
<td>28%</td>
</tr>
<tr>
<td>Transient tiedown rents</td>
<td>3,500</td>
<td>1,300</td>
<td>37%</td>
</tr>
<tr>
<td>Landing fees</td>
<td>27,500</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Parking fees</td>
<td>100</td>
<td>100</td>
<td>0%</td>
</tr>
<tr>
<td>Gas &amp; oil fuel flow percentage</td>
<td>178,300</td>
<td>55,300</td>
<td>31%</td>
</tr>
<tr>
<td>% rent-all other gross rec</td>
<td>1,433,200</td>
<td>208,400</td>
<td>15%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>18,700</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td><strong>$4,711,700</strong></td>
<td><strong>$1,266,600</strong></td>
<td><strong>27%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and wages</td>
<td>$1,301,500</td>
<td>$317,200</td>
<td>24%</td>
</tr>
<tr>
<td>Benefits</td>
<td>850,900</td>
<td>203,900</td>
<td>24%</td>
</tr>
<tr>
<td>Admin Salary allocated to Oxnard Airport</td>
<td>(235,100)</td>
<td>(55,100)</td>
<td>23%</td>
</tr>
<tr>
<td>Administrative</td>
<td>17,200</td>
<td>300</td>
<td>2%</td>
</tr>
<tr>
<td>Uniforms and clothing</td>
<td>16,100</td>
<td>1,000</td>
<td>6%</td>
</tr>
<tr>
<td>Communications</td>
<td>65,300</td>
<td>11,200</td>
<td>17%</td>
</tr>
<tr>
<td>Household expense</td>
<td>36,100</td>
<td>8,400</td>
<td>23%</td>
</tr>
<tr>
<td>Insurance</td>
<td>22,200</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Indirect county costs</td>
<td>67,700</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Maintenance-equipment</td>
<td>74,492</td>
<td>8,700</td>
<td>12%</td>
</tr>
<tr>
<td>Maintenance-building and improvements</td>
<td>247,762</td>
<td>24,500</td>
<td>10%</td>
</tr>
<tr>
<td>Memberships and dues</td>
<td>12,000</td>
<td>1,400</td>
<td>12%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>25,000</td>
<td>1,900</td>
<td>8%</td>
</tr>
<tr>
<td>Office expense</td>
<td>52,300</td>
<td>4,400</td>
<td>8%</td>
</tr>
<tr>
<td>Professional and specialized services</td>
<td>259,529</td>
<td>68,200</td>
<td>26%</td>
</tr>
<tr>
<td>Rents and leases - equipment</td>
<td>23,300</td>
<td>7,200</td>
<td>31%</td>
</tr>
<tr>
<td>Small tools and equipment</td>
<td>17,900</td>
<td>12,300</td>
<td>69%</td>
</tr>
<tr>
<td>Transportation charges</td>
<td>78,500</td>
<td>14,200</td>
<td>18%</td>
</tr>
<tr>
<td>Conference and seminars</td>
<td>65,400</td>
<td>4,600</td>
<td>7%</td>
</tr>
<tr>
<td>Utilities</td>
<td>212,400</td>
<td>37,500</td>
<td>18%</td>
</tr>
<tr>
<td>Education, books and training</td>
<td>17,200</td>
<td>10,300</td>
<td>60%</td>
</tr>
<tr>
<td>Taxes and licenses</td>
<td>50,000</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Bad debts</td>
<td>20,000</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>1,338,600</td>
<td>342,300</td>
<td>26%</td>
</tr>
<tr>
<td><strong>Total operating expenditures</strong></td>
<td><strong>$4,841,283</strong></td>
<td><strong>$1,024,900</strong></td>
<td><strong>22%</strong></td>
</tr>
</tbody>
</table>

| Operating income (loss)            | $70,417                         | $241,700                             | 343%       |
### County of Ventura
### Airport Enterprise-Camarillo
### Budget to Actual
### July 1, 2016 thru September 30, 2016
### (Rounded to the nearest hundred)
### (Unaudited)

<table>
<thead>
<tr>
<th>Non-operating revenues (expenses):</th>
<th>Adjusted Budget as of Sep 2016</th>
<th>YTD Actuals &amp; Accruals thru Sep 2016</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>State and federal grants</td>
<td>$</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Prior Year Revenue</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Contribution to Outside Agency</td>
<td>5,000</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Gain/Loss Disposal Fixed Asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest income</td>
<td>26,900</td>
<td>24,200</td>
<td>90%</td>
</tr>
<tr>
<td>Interest expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other loan payments</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total non-operating revenues (expenses)</td>
<td>31,900</td>
<td>24,200</td>
<td>76%</td>
</tr>
</tbody>
</table>

Income (loss) before transfers 102,317 265,900 260%

Other financing sources (uses):
- Transfers in
- Transfers Out

Increase (decrease) in net assets $ 102,317 $ 265,900 260%
## Revenues:

<table>
<thead>
<tr>
<th>Item</th>
<th>Adjusted Budget thru Sep 2016</th>
<th>YTD Actuals &amp; Accruals thru Sep 2016</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permits</td>
<td>$249,300</td>
<td>$62,400</td>
<td>25%</td>
</tr>
<tr>
<td>Fines and penalties</td>
<td>5,500</td>
<td>700</td>
<td>13%</td>
</tr>
<tr>
<td>Rents and concessions</td>
<td>107,400</td>
<td>22,400</td>
<td>21%</td>
</tr>
<tr>
<td>Percentage lease rent</td>
<td>169,100</td>
<td>38,900</td>
<td>23%</td>
</tr>
<tr>
<td>Tiedown rents</td>
<td>-</td>
<td>300</td>
<td>0%</td>
</tr>
<tr>
<td>Hangar rents</td>
<td>305,400</td>
<td>76,500</td>
<td>25%</td>
</tr>
<tr>
<td>Land rent - hangars</td>
<td>99,600</td>
<td>25,000</td>
<td>25%</td>
</tr>
<tr>
<td>Transient tiedown rents</td>
<td>800</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Landing fees</td>
<td>19,900</td>
<td>1,200</td>
<td>6%</td>
</tr>
<tr>
<td>Parking fees</td>
<td>18,700</td>
<td>5,200</td>
<td>28%</td>
</tr>
<tr>
<td>Gas &amp; oil fuel flow percentage</td>
<td>45,800</td>
<td>13,600</td>
<td>30%</td>
</tr>
<tr>
<td>% rent-all other gross rec</td>
<td>522,700</td>
<td>128,000</td>
<td>24%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>2,900</td>
<td>500</td>
<td>17%</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td><strong>$1,547,100</strong></td>
<td><strong>$374,700</strong></td>
<td><strong>24%</strong></td>
</tr>
</tbody>
</table>

## Expenditures:

### Current:

<table>
<thead>
<tr>
<th>Item</th>
<th>Adjusted Budget thru Sep 2016</th>
<th>YTD Actuals &amp; Accruals thru Sep 2016</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and wages</td>
<td>$391,800</td>
<td>$89,200</td>
<td>23%</td>
</tr>
<tr>
<td>Benefits</td>
<td>304,400</td>
<td>68,500</td>
<td>23%</td>
</tr>
<tr>
<td>Admin salaries allocated from Camarillo Airport</td>
<td>231,100</td>
<td>55,100</td>
<td>24%</td>
</tr>
<tr>
<td>Agricultural</td>
<td>8,100</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Uniforms and clothing</td>
<td>30,900</td>
<td>1,600</td>
<td>5%</td>
</tr>
<tr>
<td>Communications</td>
<td>11,300</td>
<td>2,500</td>
<td>22%</td>
</tr>
<tr>
<td>Household expense</td>
<td>23,200</td>
<td>2,500</td>
<td>11%</td>
</tr>
<tr>
<td>Insurance</td>
<td>17,800</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Indirect county costs</td>
<td>35,800</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Maintenance-equipment</td>
<td>30,992</td>
<td>3,200</td>
<td>10%</td>
</tr>
<tr>
<td>Maintenance-building and improvements</td>
<td>90,839</td>
<td>15,500</td>
<td>17%</td>
</tr>
<tr>
<td>Medical</td>
<td>1,100</td>
<td>400</td>
<td>36%</td>
</tr>
<tr>
<td>Memberships and dues</td>
<td>4,300</td>
<td>800</td>
<td>19%</td>
</tr>
<tr>
<td>Miscellaneous expense</td>
<td>21,400</td>
<td>5,900</td>
<td>28%</td>
</tr>
<tr>
<td>Office expense</td>
<td>6,400</td>
<td>500</td>
<td>8%</td>
</tr>
<tr>
<td>Professional and specialized services</td>
<td>152,600</td>
<td>26,900</td>
<td>18%</td>
</tr>
<tr>
<td>Rents and leases - equipment</td>
<td>9,600</td>
<td>500</td>
<td>5%</td>
</tr>
<tr>
<td>Small tools and equipment</td>
<td>13,200</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Transportation charges</td>
<td>28,500</td>
<td>8,500</td>
<td>30%</td>
</tr>
<tr>
<td>Conference and seminars</td>
<td>59,600</td>
<td>100</td>
<td>0%</td>
</tr>
<tr>
<td>Utilities</td>
<td>102,200</td>
<td>16,800</td>
<td>16%</td>
</tr>
<tr>
<td>Education, books and training</td>
<td>6,000</td>
<td>2,200</td>
<td>0%</td>
</tr>
<tr>
<td>Bad debts</td>
<td>15,000</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>1,107,100</td>
<td>279,300</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total operating expenditures</strong></td>
<td><strong>$2,703,231</strong></td>
<td><strong>$580,000</strong></td>
<td><strong>21%</strong></td>
</tr>
</tbody>
</table>

**Operating income (loss)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Adjusted Budget thru Sep 2016</th>
<th>YTD Actuals &amp; Accruals thru Sep 2016</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>$ (1,156,131)</strong></td>
<td><strong>$ (205,300)</strong></td>
<td><strong>18%</strong></td>
</tr>
</tbody>
</table>
## County of Ventura
### Airport Enterprise-Oxnard
#### Budget to Actual
**July 1, 2016 thru September 30, 2016**
(Rounded to the nearest hundred)
(Unaudited)

<table>
<thead>
<tr>
<th>Non-operating revenues (expenses):</th>
<th>Adjusted Budget thru Sep 2016</th>
<th>YTD Actuals &amp; Accruals thru Sep 2016</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>State and federal grants</td>
<td>$</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Prior Year Revenue</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Contribution to Outside Agency</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Gain/Loss Disposal Fixed Asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Loan Interest Payment</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total non-operating revenues (expenses)</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Income (loss) before transfers</td>
<td>(1,156,131)</td>
<td>(205,300)</td>
<td>18%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other financing sources (uses):</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers in</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Increase (decrease) in net assets</strong></td>
<td>$ (1,156,131)</td>
<td>$ (205,300)</td>
<td>18%</td>
</tr>
</tbody>
</table>
# DEPARTMENT OF AIRPORTS
## 2016 MEETING SCHEDULES

### AAC/CAA/OAA

<table>
<thead>
<tr>
<th>AVIATION ADVISORY COMMISSION</th>
<th>CAMARILLO &amp; OXNARD AUTHORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 4</td>
<td>January 14</td>
</tr>
<tr>
<td>February 1</td>
<td>February 11</td>
</tr>
<tr>
<td>March 7</td>
<td>March 10</td>
</tr>
<tr>
<td>April 4</td>
<td>April 14</td>
</tr>
<tr>
<td>May 2</td>
<td>May 12</td>
</tr>
<tr>
<td>June 6</td>
<td>June 9</td>
</tr>
<tr>
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The Aviation Advisory Commission meets at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo.

The Camarillo & Oxnard Airport Authorities meet jointly at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo.

**NOTE:** The September 15th meeting will be held in the Department of Airports-Administration Office, 555 Airport Way, 2nd Floor, Suite B, Camarillo.

[Possibility that the August and December meetings may be 'dark,' unless there is pressing, time-sensitive business.]

Connie Johnson (video tech) Home: 444-7209  
Fred Dunlap (backup video tech) Home: 388-1846  
Fax: 484-1194  
Cadet (After Hours Number): 947-6022

Rev. 7-22-16
October 11, 2016

Mr. Steve Lee
Golden West Air Terminals, Inc.
1601 West Fifth Street
Oxnard, CA 93030

RE: 30 DAY WRITTEN NOTICE TO REMEDY DEFAULT

Dear Steve:

Pursuant to the lease between the County of Ventura and Golden West Air Terminals, Inc. for the premises at 1601 West Fifth Street, Oxnard Airport, Oxnard, California, as amended August 14, 2013 (Lease), this letter is written notice to remedy defaults of the Lease per the following areas:

1) Non-payment of deferred rent due May 31, 2016 in the amount of $57,800.

2) Non-completion of the capital improvements requirements in the amount of $151,864 due May 31, 2016. (This figure reflects a credit of $13,751.54 for the improvements made to the facility as indicated in your e-mail dated August 15, 2016).

Pursuant to Section 30 of the Lease, Golden West Air Terminals, Inc. must remedy the above listed default by remitting payment in the amount of $57,800 no later than thirty (30) days from the date of this notice to avoid further action by the County, including the termination of the Lease. Additionally, Golden West must submit a plan for accomplishing the required capital improvements during the remaining lease term no later than thirty (30) days from the date of this notice.

Furthermore, Golden West Air Terminals, Inc. must remain in good standing including remaining current on all future rents.

If you have any questions, or if your records indicate other than the foregoing, I can be reached at 388-4201.

Sincerely,

Jorge E. Rubio, C.M.
Deputy Director of Airports

C: Todd McNamee, Director of Airports
    Jamal Ghazaleh
    File
In The Matter of 
Compliance 
With Federal Obligations 
By the City of Santa Monica, 
California 

FAA Docket No. 16-16-13

NOTICE OF INVESTIGATION

Notice is hereby given to the City of Santa Monica (Santa Monica or City), the owner and operator of The Santa Monica Municipal Airport (SMO) that the Federal Aviation Administration (FAA) is initiating an investigation into a series of actions being carried out by the City. These actions may be causing, and appear intended to cause, impairment of the airport, including but not limited to, a de facto closure of the airport in violation of applicable law. These actions include:

- A City Council resolution declaring it the policy of the City to close SMO to aviation use "as soon as it is legally permitted with a goal of on or before July 1, 2018," notwithstanding FAA’s recent Final Agency Decision that requires the City to operate the airport until at least 2023;

- The adoption of a new Airport Leasing policy which has resulted in the City entering into leases for several non-aeronautical users, while denying such leases to aeronautical users; and

- The City Manager’s intent to implement the airport closure resolution by, among other things, phasing out the sale of leaded fuel that is necessary for the operation of most aircraft and entering into contract negotiations to replace it with unleaded fuel.

Additionally, the City has now issued Notices to Vacate to the sole two fixed-based operators (FBO’s) at SMO that provide aviation fuel (jet fuel and Avgas), American Flyers Flight School (American Flyers) and Atlantic Aviation (Atlantic). The FAA issues this Notice of Investigation (NOI) in accordance with FAA Rules of Practice for Federally Assisted Airport Proceedings, 14 C.F.R. Part 16.

In accordance with 14 C.F.R. § 16.103, Santa Monica would normally have 30 days from the date of service of this NOI to respond. Pursuant to 14 C.F.R. §16.11(b), FAA may shorten this time period if it finds that circumstances require expedited handling of a particular case or controversy. Because the City’s Notices to Vacate require the two private FBOs to vacate SMO within 30 days, or no later than October 15, 2016, the Agency finds that expedited handling of this matter is required. Accordingly, FAA has shortened the response period and the City has ten

1 The Notices to Vacate were also sent to FAA by electronic mail on September 15, 2016.
(10) days from the date of service of this NOI to respond. Additionally, because expedited handling of this matter is required, pursuant to its authority to direct “such other measures as may be required,” 14 C.F.R. 16.11(b)(4), FAA directs that all documents must be served electronically. The FAA strongly recommends that the City withdraw the notices to vacate until such time as this matter can be resolved.

As part of this investigation and under separate cover, FAA is issuing subpoenas that require the City to provide detailed information, plans and assurances with respect to a number of issues, including but not limited to, the City’s plan to replace the functions provided by the two private FBOs and the City’s plans to provide fuel that can be used by all aircraft. No extensions of time will be granted unless the City withdraws its Notices to Vacate.

I. BACKGROUND

SMO is a public-use airport owned and operated by the City. SMO serves the role of a general aviation airport capable of accommodating a wide range of business and personal aircraft, including corporate and business jets. The 227-acre airport has approximately 269-based aircraft with approximately 452 average aircraft operations per day. The airport is located in a congested air traffic area and serves as a reliever airport for Los Angeles International Airport (LAX), which is located seven miles to the south.

FAA records indicate that the planning and development of SMO has been financed, in part, with funds provided by FAA under the Airport Improvement Program (AIP), authorized by the Airport and Airway Improvement Act of 1982 (AAIA), as amended, Title 49 United States Code (U.S.C.) § 47101, et seq. Between 1985 and 2003, SMO received approximately $9.7 million in Federal airport development assistance.

a. Applicable Federal Law and Policy

The Federal role in civil aviation is established by various laws that authorize programs that provide Federal funds and other assistance to local communities for the development of airport facilities. In each such program, the airport sponsor assumes certain obligations, either by contract or by restrictive covenants in property deeds and conveyance instruments, to maintain and operate its airport facilities safely and efficiently and in accordance with specified conditions. Commitments assumed by airport sponsors in property conveyance or grant agreements are important factors in maintaining a high degree of safety and efficiency in airport design, construction, operation and maintenance, as well as ensuring the public fair and reasonable access to the airport.
b. The Airport Improvement Program (AIP)

Title 49 U.S.C. § 47101, et seq., provides for Federal airport financial assistance for the development of public-use airports under the AIP established by the Airport and Airway Improvement Act of 1982, (AAIA) as amended. As a condition precedent to providing airport development assistance under AIP, FAA must receive certain assurances from the airport sponsor. These assurances are set forth in statute, 49 U.S.C. § 47107, along with additional assurances that are part of the grant agreement.

The FAA has statutory authority to enforce compliance with the sponsor assurances. FAA Order 5190.6, FAA Airport Compliance Manual (Order), provides the policies and procedures to be followed by FAA in carrying out its functions related to compliance and enforcement.

Upon acceptance of an AIP grant, the assurances become a binding contractual obligation between the airport sponsor and the Federal Government. The assurances made by airport sponsors in AIP grant agreements are important factors in maintaining a viable national airport system and a safe and efficient national airspace system.

In a recent Final Agency Decision, the Associate Administrator affirmed a determination by the Director of FAA, Office of Airport Compliance and Management Analysis that federal grant assurances require the City to operate the airport until 2023. The City has appealed this decision to the U.S. Court of Appeals for the Ninth Circuit.²

i. Grant Assurance 22

Grant Assurance 22(a), Economic Nondiscrimination, provides that the sponsor shall:

Make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

This assurance obligates the sponsor to make available suitable areas or space on reasonable terms to those willing and qualified to offer aeronautical services to the public or support services (such as fuel, storage, tie-down, or flight line maintenance services) to aircraft operators. Grant assurance 22 is mandated by statute. 49 U.S.C. § 47107(a)(1).

The sponsor's obligation under Grant Assurance 22 to operate the airport for the public's use and benefit is not satisfied simply by keeping the runways open to all classes of users. The assurance obligates the sponsor to make available suitable areas or space on reasonable terms to those

² The City must comply with FAA administrative orders until such time as they are vacated by a Circuit Court of Appeals. United States v. City of Santa Monica, No. CV 08-2695, Dkt. No. 20 at 3 (C.D. Cal. May 16, 2008) (order granting preliminary injunction).
willing and qualified to offer aeronautical services to the public (e.g. air carrier, air taxi, charter, flight training, or crop dusting services) or support services (e.g. fuel, storage, tie-down, or flight line maintenance services) to aircraft operators. Sponsors are also obligated to make space available to support aeronautical activity of noncommercial aeronautical users (i.e., hangars and tie-down space for individual aircraft owners). FAA Order 5190.6B, ¶ 9.7.

Grant Assurance 22, Economic Nondiscrimination, requires the sponsor to negotiate in good faith and on reasonable terms with prospective aeronautical service providers. The FAA interprets the willingness of a prospective provider to lease space and invest in facilities as sufficient evidence of a public need for those services.

**ii. Grant Assurance 23**

Grant Assurance 23 provides that the sponsor “will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.” This grant assurance does not expire, but remains in effect as long as the airport is used as an airport. See Assurance B(1). Grant Assurance 23 is mandated by statute. 49 U.S.C. § 47107(a)(4).

A limited exception to the prohibition on exclusive rights is that the airport sponsor itself may exercise the right to provide any or all of the aeronautical services at its airport and to be the exclusive provider of those services. Such an endeavor is commonly referred to as a “proprietary exclusive” operation. If the sponsor elects to conduct such an operation, it must act as a principal using its own employees and resources; otherwise a violation of Grant Assurance 23 may result. FAA Order 5190.6B, ¶ 8.5.

Notably, the manner under which a sponsor exercises a proprietary exclusive operation also remains under the purview of Grant Assurance 22. Limitations imposed by the airport sponsor on aeronautical users, including service providers, are within the sponsor’s proprietary power only to the extent that they are consistent with the sponsor’s obligations to provide access to the airport on reasonable and not unjustly discriminatory terms and other applicable federal law. FAA Order 5190.6B, ¶ 14.3.

c. **The Civil Aeronautics Act of 1938**

The Civil Aeronautics Act of 1938 also prohibits exclusive rights at any airport “on which Government money has been expended.” 49 U.S.C. § 40103(e). This provision is independent of the grant assurances and the Surplus Property Act.

d. **Surplus Property Obligations**

The airport is also subject to certain deed restrictions imposed under the Surplus Property Act (SPA). See 49 U.S.C. §§ 47151-47153. The SPA imposes obligations in exchange for the conveyance of property. SPA obligations include that the property by used for public airport
purposes for the use and benefit of the public on reasonable terms and without unjust
discrimination and without grant or exercise of any exclusive right. Public Law 81-311
specifically imposes upon FAA the sole responsibility for determining and enforcing compliance
with the terms and conditions of all SPA instruments of transfer.

The City has filed a complaint in U.S. District Court for the Central District of California
seeking, in part, a declaration that the SPA covenants are no longer in effect. The District Court
has ordered the parties to participate in private mediation to be completed no later than March 7,
2017. It has scheduled the matter for trial in August 2017.

II. FACTS AND ANALYSIS

1. On information and belief, the leases for most or all aeronautical tenants at SMO expired
   in July of 2015.

2. On October 27, 2015, the City Council voted to include provisions in SMO leases that
   limit the sale of aircraft fuels for piston-engine aircraft to “simply unleaded fuels” and
   fuels for turbine-engine aircraft to biofuels or other sustainable fuels by a date or dates
certain. The Council also voted to include provision in flight school leases that prohibit
lessees from using leaded fuels for flight training. This may constitute in improper
restriction on aircraft since not all aircraft are certified or otherwise capable of using
unleaded or alternative fuels.

3. On March 22, 2016, the City Council approved an Airport Leasing and Licensing Policy.
The policy expressly authorizes the use of SMO for "parks and open space, arts/cultural,
creative space, professional theaters, museums, artist studios, art galleries, photograph
studios," and restaurants, among other non-aviation uses. The policy prohibits any use
involving products "which by nature of the operation is likely to be obnoxious or
offensive to the surrounding environment," as well as "high intensity uses that are
incompatible with the surrounding residential uses." Despite being a leasing policy for
an airport, the only category of authorized uses that might ostensibly apply to aviation is
a catch-all category for “uses required by law.”

4. On information and belief, the City has entered into a number of nonaeronautical leases
   at SMO, but has agreed to no lease renewals for aeronautical tenants.

5. On information and belief, both American Flyers and Atlantic Aviation have attempted to
   enter into leases with the City, but the City has refused to enter into such leases.

6. According to a complaint filed by Atlantic Aviation it has been in lease negotiations with
   the City since March 2015. In June 2015 the parties entered into a Holdover Agreement
   that raised Atlantic's rent by over 32%. The agreement was extended by one month to
   November 30, 2015. It was extended again to December 31, 2015. On December 31,
   the agreement expired and Atlantic operated without a lease or agreement of any kind.
On March 11, 2016, the parties entered into another Holdover Agreement with an 80% increase in rent that was backdated to January 1, 2016. Less than a month later that agreement expired and to the present time Atlantic remains operating without a lease or agreement of any kind.

7. On August 15, 2016, FAA issued a Final Agency Decision (FAD) finding that the City’s AIP grants remain in effect until August 2023, after which on August 26, 2016, the City filed a Petition for Review of the FAD with the U.S. Court of Appeals for the Ninth Circuit.

8. On August 23, 2016, the City Council passed a resolution declaring that it is the policy of the City to close the airport to aviation uses as soon as legally permitted with the a goal of on or before July 1, 2018.

9. At the August 23, 2016 meeting the City Council also directed the City Manager to replace all private FBOs with fixed based operations provided by the City on an exclusive proprietary basis. The City Manager also was directed to cause the removal of such FBOs by September 15, 2016 or as soon as practicable thereafter. To carry out the airport closure resolution, the City Manager reported on August 23, 2016 his intent to phase out the sale of leaded fuel “as soon as legally possible” and enter into contract negotiations to replace it with unleaded fuel.

10. By letter dated August 30, 2016, FAA wrote to the Mayor Tony Vazquez to express concern regarding recent actions at SMO and to urge the City, pending legal actions notwithstanding, to abide by its Federal grant assurance obligations. The letter also requested that prior to implementation, the City prepare and submit its plan for proprietary exclusive fixed based operations to FAA for review.

11. On September 6, 2016, the City replied that it was “unaware of any legal requirement mandating” it to submit its plans for proprietary exclusive operations, but noted the City intends to “consult cooperatively” with FAA personnel. The City has neither provided the requested plan nor otherwise consulted with FAA on the details of its plan.

12. On September 15, 2016, the City issued two Notices to Vacate to the sole two private FBOs that provide fuel at SMO.

13. On information and belief, Atlantic Aviation provides full service fueling of both Avgas and jet fuel; and a full suite of aviation services including maintenance, towing, and cleaning.

14. On information and belief, American Flyers provides self-service Avgas and flight training.
15. FAA has no knowledge that the City currently possesses any experience or expertise in operating a full-service aviation FBO.

16. The removal of the FBO tenants and failure to enter into leases with the FBOs constitutes a probable violation of Grant Assurance 22 unless certain conditions are satisfied. Grant Assurance 22 requires the City to “make the airport available as an airport for public use on reasonable terms . . . to all types . . . of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.”

17. To avoid a finding of a violation of its Grant Assurances, the City must be able to demonstrate that it is ready, willing, and able to provide the full range of services that the current FBOs are providing on or before the date that the private FBOs have been ordered to vacate. Until the Federal Government certifies the use of unleaded fuel in all aircraft, then the City may not phase out leaded fuel or take any actions related to fuel that would conflict with or undermine federal law and airport access consistent with the grant assurances. The City may work in cooperation with users to increase use of unleaded fuels. The City must demonstrate that there will be no break in FBO services at SMO. The City must provide assurance that once it involuntarily removes the private FBOs, it will continue to provide such services on similar terms. The City is not permitted to exercise its right to provide exclusive FBO services as a strategy to close or materially restrict airport operations and access.

18. The city may exercise an exclusive right to operate FBO services, but it may not grant an exclusive right. In order to exercise an exclusive right the City is required to use its own employees to provide the FBO services and may not use contractors. The use of third parties would constitute a violation of Grant Assurance 23, the SPA and the prohibition against exclusive rights contained in 49 U.S.C. § 40103(e).

19. The use of contractors by the City to provide FBO services on an exclusive basis may constitute a de facto grant of an exclusive right to those contractors.

III. ISSUES UNDER INVESTIGATION

The issues under investigation include, but are not limited to the following:

- Whether Santa Monica’s refusal to enter into leases with aeronautical tenants violates grant assurance 22.

- Whether Santa Monica’s planned proprietary exclusive operation violates grant assurance 23 and 49 USC § 40103(e).

- Whether Santa Monica’s notices of removal to the only two FBO’s that provide fuel at SMO constitutes a violation of grant assurances 22.
• Whether Santa Monica is ready, willing, and able to offer FBO services substantially similar services on substantially similar terms to those offered by the private FBOs without any interruption or diminution of service.

• Whether the actions of Santa Monica set forth above also violate the SPA.

IV. OPPORTUNITY TO RESPOND

The City of Santa Monica must reply to this Notice no later than 10 days from service of this Notice. The FAA invites demonstrable good faith actions by the City of Santa Monica to resolve informally the matters that are addressed in the Notice. Information provided by the City after the 10-day timeframe may not be considered by FAA. Possible noncompliance with Federal requirements is a serious matter. If the issues addressed in this Notice are not resolved within the 10-day time period, and FAA's investigation establishes violations of Federal law and related sponsor obligations, FAA may issue a Director's Determination in accordance with 14 C.F.R. § 16.31 making findings on the above-identified issues.

Kevin C. Willis, Director
Office of Airport Compliance
and Management Analysis

Sept 26, 2016
Date
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 26, 2016, the foregoing Notice of Investigation has been served on the City of Santa Monica via Federal Express and Electronic Mail, to:

Mr. Rick Cole
City Manager
City of Santa Monica
1685 Main Street, Room 209
Santa Monica, CA 90401
Manager@smgov.net

Care/of

Marsha Moutrie
City Attorney
1685 Main Street, Room 310
Santa Monica, CA 90401
Marsha.moutrie@smgov.net

Copy to:

FAA Part 16 Airport Proceedings Docket

FAA Airport Compliance and Management Analysis, ACO-100

Cynthia L. Powell
Administrative Officer
Office of Airport Compliance and Management Analysis

10a9
Ventura County Department Of Airports Gets Waiver Allowing UAS Operations On Airport Property

Oct 07, 2016 12:53 PM

Ventura County Department of Aviation has received a Part 107 waiver from FAA to operate a DJI Phantom 4 on airport property.

Under the waiver, the airport plans to utilize unmanned aircraft systems for wildlife management, perimeter security, facility inspection in line with biological and geological monitoring and security as prescribed under the public aircraft code.

This represents one of the first Part 107 exemptions for use by an airport operator and is likely the beginning of a trend toward UAS operations at airports. There are already a number of private companies operating on airports for surveys and inspections and we can certainly expect uses and applications to expand rapidly over the next several months and years.
Drone attack reveals new militant threats

VIVIAN SALAMA AND LOLITA C. BALDOR

ASSOCIATED PRESS

WASHINGTON - French and Kurdish forces in northern Iraq were attacked by an exploding drone, the Pentagon said Wednesday, adding a new worry to the wars in Iraq and Syria as militant groups learn to weaponize their store-bought drones.

Air Force Col. John Dorrian, the spokesman for the U.S.-led military coalition in Iraq, said an improvised device on a drone exploded after it was taken back to a camp near the Iraqi city of Irbil.

Two Kurds were killed in that incident on Oct. 2, according to a U.S. official, who said the drone looked like a Styrofoam model plane that was taped together. The official said it appeared to be carrying a C-4 charge and batteries, and may have had a timer on it.

That official was not authorized to discuss the incident publicly so spoke on condition of anonymity.

France’s presidential spokesman, Stephane Le Foll, said Wednesday that two French special forces were seriously injured in the explosion.

The U.S. has seen militants use a variety of improvised drones and modified drones, Dorrian said, adding, “there’s nothing very high tech about them.”

“They can just buy them as anybody else would,” he told reporters Wednesday. “Some of those are available on Amazon.”

A recently released video belonging to an al-Qaida offshoot, Jund al-Aqsa, purportedly shows a drone landing on Syrian military barracks. In another video, small explosives purportedly dropped by the Iran-backed Shiite militant group Hezbollah target the Sunni militant group Jabhat Fatah al-Sham, formerly known as the Nusra Front, near Aleppo. The technology is not new, but the videos are the first known demonstration of these capabilities by any militant groups.

While militants with drones are not a significant military threat, Dorrian said the U.S. and its partner countries are taking them seriously.

Chris Woods, the head of the Airwars project, which tracks the international air war in Iraq, Syria and Libya, said, “there are a million ways you can weaponize drones — fire rockets, strap things in and crash them.”

The U.S. military official couldn’t immediately authenticate the videos in question. But another former senior U.S. military official who viewed the videos said there was nothing to suggest they were fake.

A number of militant groups in the Middle East, including the Islamic State group, Jund al-Aqsa and Jabhat Fatah al-Sham, as well as Hezbollah and Hamas, have all released videos indicating that they have surveillance and reconnaissance drones. Syrian anti-government rebels and militias loyal to President Bashar Assad were also flying cheap quadcopters and hexacopters as early as 2014 to spy on one another.

The surveillance drones allowed those groups to collect data on enemy bases, battlefield positioning and weaponry and to improve targeting.

Lebanon-based Hezbollah has claimed to have armed-drone capabilities for nearly two years, but a recent video of bomblets hitting a militant camp near the Syrian town of Hama is the first known documentation.
“It’s not going to change the overall balance of power in the region, but it matters by the very fact that these are things that are normally beyond the capability of insurgents or terrorists groups,” said Peter Singer, author of the book “Wired for War: The Robotics Revolution and Conflict in the 21st Century” and a senior fellow at the New America Foundation.

Syrian skies are already bustling with traffic. Coalition forces have launched some 5,400 airstrikes on IS targets since September 2014. Drones account for only about 7 percent of America’s total air operations in Iraq and Syria because the U.S. is “stretched really thin” with drone operations in Afghanistan, Yemen, Pakistan and elsewhere, Woods said.
Airlines must refund bag fees if they’re late, US says

To be determined: How late is late?

BART JANSEN

USA TODAY

Airlines must refund checked bag fees if the bag arrives late, the Department of Transportation says. But how late is late? That’s yet to be determined. And it could take the department deep into 2017 to figure it out.

The stakes are high: Airlines collected $3.8 billion in bag fees last year and reported mishandling 2.58 bags for every 1,000 passengers.

“If you’re paying for the service of baggage delivery, you should expect to receive that service and that baggage in a timely manner or receive a refund,” Transportation Secretary Anthony Foxx said.

Before the feds can determine how much of a delay triggers a refund and how travelers will get their money back, it must collect comments from stakeholders, such as airlines and travelers.

Congress told the department to complete the rule by July 2017 and also set some parameters in a Federal Aviation Administration law adopted in July. The law says airlines must refund checked bag fees if luggage arrives more than 12 hours after a domestic flight or 15 hours after an international flight.

The transportation secretary could extend the deadlines to 18 hours for domestic flights and 30 hours for international flights. The parameters are a compromise. The House version called for refunds after a 24-hour delay. The Senate version called for refunds six hours after a domestic flight and 12 hours for international.


“Because the DOT is in the process of soliciting comments about this baggage fee proposal, he’s not surprised that a time frame isn’t established yet,” Capuano spokeswoman Alison Mills said. “As this process moves forward, he will be encouraging the DOT to act with the best interests of travelers in mind.” Airline partnerships and other logistical considerations complicate the process. The Transportation Department must determine, for example, how to treat luggage handled by two different airlines when passengers travel on connection flights.

The department will also weigh how the airline should refund the fee. An existing regulation calls for refunds on creditcard purchases to be refunded through the card within seven days, and through other means within 20 days.

Bags wait to be checked at a Delta Air Lines counter at Baltimore-Washington International Thurgood Marshall Airport in Linthicum, Md.

PATRICK SEMANSKY/AP
There are as many kinds of airport restaurants as there are airports, ranging from the greasy spoon to the connoisseur’s delight. One of the best is the Waypoint Café on Camarillo Airport. Enjoy a flight to what has become one of Southern California’s most popular fly-in eateries. Camarillo Airport used to be an air force base but became a civilian airport in 1976. It is on the coastal plain about halfway between Los Angeles and Santa Barbara.

Until 2008 the Waypoint Café had simply been a good airport restaurant. This is when Jim Magglos purchased the café because, he says, “I needed more of a reason to go to the airport every day.” (Owning and flying a Bell 206, a Bell 47, and a Cessna 421 apparently was not enough of an excuse.) In 2003, the 3,000-hour pilot had sold his national fast-food chain, Baja Fresh, to the fast-food giant Wendy’s. He was getting bored and decided that owning an airport restaurant was exactly what he needed.

After expanding and remodeling the restaurant, he greatly expanded the menu to include many creative breakfasts and lunches. (The Waypoint is not open for dinner.) Waitpersons wear black T-shirts emblazoned across the front with “Flight Crew,” and the backs of their shirts say, “Good Food, Decent Service.”

Perhaps the best day to visit is Wednesday, known by the locals as Tri-tip Day. This is when tri-tip steaks are barbecued on site and used to produce what many consider to be the best steak sandwiches in Southern California. Enjoy one with a double-chocolate malt or milkshake. They are so delicious that they should be illegal.

The Waypoint Café, Camarillo (California) Airport
BY BARRY SCHIFF

The transient tiedown area is immediately in front of the Waypoint, a convenience to fly-in visitors that also adds to the ambiance of the restaurant. Those eating outside have a front-row seat to an always interesting assortment of arrivals and departures.

Work off the calories afterwards by taking a short walk to the nearby Commemorative Air Force Museum. It offers a nice selection of airworthy warbirds, including a Mitsubishi A6M3 Zero.

In 2014, the Ventura County chapter of The Ninety-Nines (with the encouragement of airport management) arranged with Magglos to create the Camarillo Viewport. This is a miniature airport on the airside of the restaurant that has a replica of Camarillo’s Runway 8/26 and a control tower that continually broadcasts actual airport communications. Children love to run along the centerline of the “runway” with outstretched arms and smiles on their faces. Visitors also may use the picnic area at the west end of the Viewport. It has tables with umbrellas to provide shade.

Much of the funding for the Viewport was provided by local pilots and other citizens. Donations were acknowledged by inscribing donors’ names on individual bricks that line the “runway.”

The Viewport is wonderful place to kill time while waiting to be seated in the restaurant, or you can relax on the large patio adjacent to the transient tiedown area that is provided for this purpose.

BARRY SCHIFF is a regular contributor to AOPA Pilot.

The Waypoint Café (805-388-2535) is open daily from 7 a.m. to 3 p.m. (4 p.m. on weekends).

www.thewaypointcafe.com