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

Monday May 7, 2018 7:00 P.M.

**CITY OF CAMARILLO
COUNCIL CHAMBERS
601 CARMEN DRIVE
CAMARILLO, CA**

AGENDA

- 1. CALL to ORDER and PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL of MINUTES – April 2, 2018**
- 4. PUBLIC COMMENT PERIOD** - Citizens wishing to speak to the Commission on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of **three** minutes per item.

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

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

- 5. UNFINISHED BUSINESS – None**
- 6. NEW BUSINESS**
 - A. Subject: Approval of the Department of Airports' Fiscal Year 2018-19 Rent and Fee Schedule, Effective July 1, 2018; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Approval of, and Delegation of Authority to the County Executive Officer**

and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Notices of Intent to Terminate and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule.

Recommendations:

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

1. Approve the Department of Airports' ("Department") FY 2018-19 Rent and Fee Schedule (Attachment 1 is the DRAFT with highlighted changes), with an effective date of July 1, 2018; and
2. Authorize the County Executive Officer and the Director of Airports to Execute Certain Leases and Licenses as described in Section III of the Resolution (Section III of Resolution in Attachment 1); and
3. Approve, Adopt, and Execute the Resolution (Pages 27-33 of Attachment 1) establishing rents, fees, and insurance requirements for the Department.

7. DIRECTOR'S REPORT

8. REPORTS

Monthly Activity Report – March 2018
Monthly Noise Complaints – March 2018
Airport Tenant Project Status – April 2018
Project Status – April 2018
Rotation Schedule
Meeting Calendar

9. CORRESPONDENCE

Letter dated March 29, 2018 from Jorge Rubio to Penelope DeLeon, Oxnard Union High School District re: Comments Regarding the Surplus of High School District Properties

Letter dated March 30, 2018 from Todd McNamee to Public Works, Building and Safety, Ventura County Fire Department re: Project Approval Letter – Northeast Hangar Development at Camarillo Airport

Letter dated April 11, 2018 from Jorge Rubio to Ed Althof, County of Ventura – Information Technology Services re: High Speed Internet Installation from Airport Way to 355 Post Avenue

Letter dated April 18, 2018 from Madeline Herrle to Robert Connal, Ventura County – Information Technology Services re: MOU at 355 Post St., Camarillo, California – Camarillo Airport

10. MISCELLANEOUS HANDOUTS – None

11. INFORMATION

Miscellaneous articles of interest

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

13. ADJOURNMENT

The next regular Commission meeting will be on Monday, June 4, 2018 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.

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

AVIATION ADVISORY COMMISSION

MINUTES

April 2, 2018

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Vice-Chair, Gary Jacobs, called the meeting to order at 7:00 p.m. and led the pledge of allegiance.

2. ROLL CALL

PRESENT

Gary Jacobs
Harvey Paskowitz
Bobby Williams
Jerry Miller
Bruce Hamous
James Flickinger

Excused (E)

Late (L)

ABSENT

Maggie Bird (E)
Adriana Van der Graaf (E)
Steve Weiss (E)

3. APPROVAL OF MINUTES – March 5, 2018

Harvey Paskowitz moved to approve the March minutes and Bobby Williams seconded the motion. All others voted in favor and the motion passed unanimously.

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

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

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

A hangar owner provided comments about the proposed runway rehabilitation projects at both airports and the monthly hangar leases.

5. UNFINISHED BUSINESS

None.

6. NEW BUSINESS

A. Subject: Review of Fiscal Year 2018-19 Proposed Budget

Recommendation:

Staff requests that your Commission/Authorities review and comment on the Department of Airports' proposed FY 2018-19 budget for Camarillo and Oxnard airports; and Camarillo Roads, and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

Deputy Director Jorge Rubio provided staff's report on this item and went over a PowerPoint presentation detailing the proposed budget. Mr. Rubio responded to general questions from the Commission.

Jerry Miller moved to approve staff's recommendation and Harvey Paskowitz seconded the motion. All others voted in favor and the motion passed unanimously.

B. Subject: Approval of, and Authorization for the Director of Airports or Designee to Sign, a Contract with Southern California Edison (SCE) to Extend the Electric Distribution Line to Serve the Camarillo Airport Northeast Hangar Development Including Granting SCE Easements Over the Distribution Lines

Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, a contract (Attachment 1) with Southern California Edison to extend the electric distribution line to serve the Camarillo Airport Northeast Hangar Development including granting SCE easements over the distribution lines.

Director Todd McNamee provided staff's report on this item.

Harvey Paskowitz moved to approve staff's recommendation and Jerry Miller seconded the motion. All others voted in favor and the motion passed unanimously.

7. DIRECTOR'S REPORT

None.

8. REPORTS

Monthly Activity Report – February 2018
Monthly Noise Complaints – February 2018
Airport Tenant Project Status – March 2018
Project Status – March 2018
Rotation Schedule
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE

Letter dated February 20, 2018 from Jorge Rubio to Stephen Allen re: Use of Abandoned Runway at Camarillo Airport

Letter dated March 2, 2018 from Madeline Herrle to Steve Barber, Commemorative Air Force re: Painting of Building at 425 Durley Ave.

Letter dated March 19, 2018 from Jorge Rubio to Steve Barber, Commemorative Air Force re: Thirty (30) Day Notice to Remedy Lease Default – South Wing Lease

Correspondence was received and filed.

10. MISCELLANEOUS HANDOUTS

None.

11. INFORMATION

Miscellaneous articles of interest.

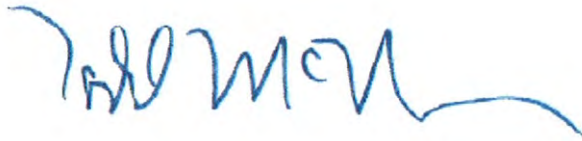
Information was received and filed.

12. COMMISSION COMMENTS

None.

13. ADJOURNMENT

There being no further business, the April 2, 2018 meeting of the Aviation Advisory Commission was adjourned at 7:57 p.m.



TODD L. McNAMEE, AAE
Administrative Secretary

May 7, 2018

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

Subject: Approval of the Department of Airports' Fiscal Year 2018-19 Rent and Fee Schedule, Effective July 1, 2018; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Approval of, and Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Notices of Intent to Terminate and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule.

Recommendations:

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

1. Approve the Department of Airports' ("Department") FY 2018-19 Rent and Fee Schedule (Attachment 1 is the DRAFT with highlighted changes), with an effective date of July 1, 2018; and
2. Authorize the County Executive Officer and the Director of Airports to Execute Certain Leases and Licenses as described in Section III of the Resolution (Section III of Resolution in Attachment 1); and
3. Approve, Adopt, and Execute the Resolution (Pages 27-33 of Attachment 1) establishing rents, fees, and insurance requirements for the Department.

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Fiscal/Mandates Impact:

Mandatory: No

Source of funding: *The rents and fees provide the primary source of funding for the airport enterprise funds other than federal grants.*

Funding match required: None

Impact on other departments: *Several other departments are tenants at the airports and subject to paying rent. The established rents are based upon building replacement and/or fair market appraisals conducted by the Real Estate Services division of the Public Works Agency or by outside, independent appraisers.*

Summary of Revenues and Costs

FY 2018-19 Requested (Note B)

Revenue (see Note A):	\$ 6,351,600
Costs:	
Direct (see Note A)	5,619,300
Indirect – County Cost Allocation Plan	455,100
Total Costs	<u>\$ 5,614,200</u>
Net Airports' Revenue	<u>\$ 1,187,400</u>

Note A: *Revenue excludes interest income and grant revenue; cost excludes depreciation expense and capital projects.*

Note B: *Following fiscal year is not shown since the Rent and Fee Schedule is re-evaluated annually.*

Discussion:

At the recommendation of the Auditor-Controller, the Department of Airports' rents and fees are reviewed annually for appropriate adjustment in accordance with those policies set forth in that resolution establishing airports' rents and fees.

Per Rent & Fee Policy 3.b., there is no rate adjustment for hangars and tie-downs this year.

A CPI adjustment will be applied to landing fees. Additionally, appraisals have been done for various buildings and non-aviation land values, setting the non-aviation land rental rate to \$1.30/sf/yr. Aviation land is discounted by 35% due to its restricted use resulting in an aviation land rate of \$0.845/sf/yr.

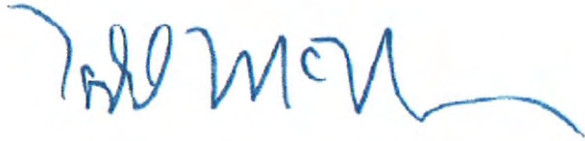
Filming permits have been adjusted based on market comparisons and the fact that they are a non-aviation revenue source allows us to charge fair market rates versus cost recovery. The cost reflects a number that is the "middle ground" of film location and permit fees from the film industry and surveyed airports.

Rates have been adjusted for airport staff where time is charged to grants, tenant requested maintenance, and/or tenant requested operations that are not part of our

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day to day business. Billable rates for staff reflect projected salaries and benefits with the 69.6% ICRP applied.

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



TODD L. McNAMEE, AAE
Director of Airports

Attachment - DRAFT 2018 Rent & Fee Schedule

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RENT AND FEE SCHEDULE
DEPARTMENT OF AIRPORTS

Rents and Fees Common to
Camarillo and Oxnard Airports

Effective July 1, ~~2017~~—2018

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**DEPARTMENT OF AIRPORTS
RENT AND FEE SCHEDULE
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I. AIRCRAFT STORAGE

No aircraft shall be allowed to remain as tenants in/on assigned aircraft storage space on either Camarillo or Oxnard Airport without having first registered with the Director of Airports, or his representative, and having obtained a valid permit, Lease Agreement, or License Agreement as required and having paid the fees as set forth below:

Transient aircraft shall be charged fees as set forth below:

The following shall apply to all aircraft storage Lease and License Agreements:

Fee: All fee calculations listed under this section will be rounded to the nearest whole dollar.

Late Fee: Storage Hangar Lease and License Fees are due and payable on or before the first of each month and if not received by the 16th day a late charge of \$15 shall be added.

Security Deposit: Tenant shall provide County with and thereafter maintain a refundable cash security deposit in an amount equal to \$15 plus one (1) month's rent in effect at the time of initial license sign-up.

A. Transient Tie-downs (overnight) 12,500 lb. or less

1. Single Engine - \$8/day
2. Multi Engine - \$10/day
3. Aircraft over 12,500 lb. refer to section C below

(Note: see Section II. A. Landing Fees count as first night daily fee)

B. Tie-downs (month to month)

1. Push in/out - \$95/month
2. Taxi in/out - \$130/month

C. Large Aircraft (over 12,500 lb.)

Tie-down/Monthly and Transient/Daily Fees: Daily fee ~~\$1.35~~ \$1.39 per 1,000 lbs. (Max. gross take-off weight) rounded up to the next 10,000 lbs. increment. Monthly fee- 10x daily fee. Fees are rounded to the nearest whole dollar. Partial listing below:

<u>AIRCRAFT WEIGHT (MGTOW)</u>	<u>MONTHLY FEE</u>	<u>DAILY FEE</u>
12,501 - 20,000 lb.	\$270 \$280	\$27 \$28
20,001 - 30,000	\$405 \$420	\$41 \$42

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30,001 - 40,000	\$540 \$560	\$54 \$56
40,001 - 50,000	\$675 \$700	\$68 \$70
50,001 - 60,000	\$810 \$830	\$81 \$83
60,001 - 70,000	\$955 \$970	\$96 \$97
70,001 - 80,000	\$1,080 \$1,110	\$108 \$111
80,001 - 90,000	\$1,215 \$1,250	\$122 \$125
90,001 - 100,000	\$1,350 \$1,390	\$135 \$139
100,001 - 110,000	\$1,485 \$1,530	\$149 \$153
110,001 - 120,000	\$1,620 \$1,670	\$162 \$167

- NOTES:
- a) Taxi in/out spaces limited to aircraft too heavy to manually maneuver.
 - b) Light Aircraft (12,500 lb. and under) with wingspans exceeding normal tie-down dimensions must rent two or more spaces to accommodate aircraft size.

D. Ground Rent - Private Hangars

1. The rent for Privately owned hangars is based upon \$0.13 per square foot per month.

- NOTES:
- a) See Exhibit B for the areas of various hangars calculated from actual measurements and rounded down to the next increment of 10 square feet.
 - b) Privately owned hangars to which electrical service was installed at no cost to County are exempt from the electrical service rate.
 - c) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$9 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.
 - d) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.

E. County Owned Hangars (Examples of area - not all inclusive)

- a) The rent for County owned hangars is based upon \$0.34 per square foot per month.
- b) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$9 per

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month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.

- c) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.

NOTE: (Examples of area – not all inclusive)

1. Port-A-Port (800 S.F.)
2. Fixed T (1,000 S.F.)
3. Port-A-Port (1,050 S.F.)
4. NUNNO (1,100 S.F.)
5. NUNNO (1,400 S.F.)
6. Port-A-Port (1,500 S.F.)
7. Port-A-Port (2,000 S.F.)
8. Box (2,200 S.F.)

II. AIRCRAFT OPERATIONS

A. Landing Fees

1. Air Carriers (scheduled commercial – non-based) and Air Taxis (non-scheduled commercial – non-based) shall be charged a minimum landing fee of \$14 \$15 or ~~\$1.35~~ \$1.39 per 1,000 pounds of gross weight, rounded to the nearest whole dollar, whichever is greater. The term "gross weight" shall be the certified maximum gross takeoff weight specified by FAA for the type of aircraft.

NOTE: Landing Fee includes first overnight parking fee.

2. Privately owned or leased aircraft (non-based), not used for hire or compensation, shall be exempt from landing fees up to 12,500 pounds. However, heavier aircraft shall be charged at the above rate.
3. Lighter-than-air Aircraft Use Fee. Lighter-than-air aircraft such as airships, dirigibles, blimps and balloons shall be charged a daily use fee of \$100. The payment of this fee shall entitle the operator to a mooring location on a site assigned by the airport, as well as parking for support vehicles. Prior permission of the Director of Airports is required.

B. Fuel Flowage/Storage

1. Fuel Flowage - All vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Fuel Flowage Fee of \$0.06 per delivered gallon.

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2. Facility Fee – (For use of County Fuel Farm Facilities) vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Facility Fee of \$0.02 per delivered gallon.
Note: Tenant will pay actual cost of utilities on a pro rata basis, and will be billed quarterly for those costs. An annual adjustment will be made at the end of each year.
3. Oil Flowage - All vendors who dispense aviation oil upon County Airports shall pay the County an Oil Flowage Fee of \$0.15 per delivered gallon.
4. Fuel Tank Rental - Whenever County owned tanks are utilized to store fuel, a Fuel Storage Fee of \$0.046 per delivered gallon shall be paid to County.

NOTE: Flowage and Storage Fees are due with submission of Quarterly Fuel Flowage Reports and are in addition to all other rents due.

- a) Late fees of 10% are applicable to flowage and storage fees when not paid by the thirtieth day following the end of each quarter.
- b) Fuel/Petroleum Vendors and Self-Fueling Operators shall obtain and maintain all permits and associated fees.

III. GOVERNMENT AIRCRAFT

Airport facilities shall be made available to government aircraft (state or federal) without charge except if the use by government aircraft is substantial. Substantial use shall be considered to exist when during any calendar month:

- A. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
- B. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- C. Government aircraft are based or use airport(s) in excess of any 90-day period.

This is in conformance with those assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970.

IV. AIRPORT BUILDINGS/IMPROVEMENTS

A. Rent (Non-Aviation)

The lease rental rate for airport-owned non-aviation buildings and

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improvements shall be based on the estimated value of the building replacement cost per square foot with a ten percent (10%) return on investment or as otherwise approved by the Board of Supervisors. The fair market rental rate for all airport owned buildings and improvements shall be established by an appraisal by the Real Estate Services Division of the Public Works Agency or an outside, independent appraiser. The appraisal and subsequent rental rates shall reflect whether or not one or more utilities may be included. The rental rate shall also reflect if any other services such as maintenance or janitorial are included.

B. Rent (Aviation)

The lease rental rate for airport-owned aviation buildings and improvements shall be based on cost recovery, as compared to Fair Market Value.

Current rates per square ft. per month are:		<u>Oxnard</u>	<u>Oxnard</u>
	<u>Camarillo</u>		<u>Hangar #1</u>
Hangar	\$0.40	\$0.40	\$0.50
Shop	\$0.40	\$0.40	\$0.50
Office	\$0.50	\$0.50	\$0.75
Ramp	\$0.0649	\$0.0649	\$0.0649

C. Term of Lease (Minimum Qualifications) Non-Aviation

A capital investment of \$20,000 per acre, per year of lease, may be required, as approved by the Director of Airports, and such improvements shall be completed within two years or less, or as negotiated in the lease.

D. Term of Lease (Minimum Qualifications) Aviation

1. Full Service ASP- A minimum capital investment of \$20,000 per acre, per year, is required, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first two years or less, or as approved by the Board of Supervisors.

Limited Service ASP- A capital investment of \$20,000 per acre, per year, is required, as approved by the Director of Airports, and all agreed-upon improvements shall be completed within the first two years or less, or as negotiated in the lease.

2. Single Service ASP- A capital investment of \$20,000 per acre, per year, is required, as approved by the Director of Airports, and such improvements shall be completed within one year or less, or as negotiated in the lease.

NOTES: Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years
Maintain roof free of leaks

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Maintain landscaping in clean and healthy condition (free of trash).

E. Leases up to Five Years Term may be executed by the Director of Airports.

V. AIRPORT LAND/GROUND AREAS

A. Rent (Non-Aviation and Aviation)

1. Ground Leases: (Oxnard and Camarillo) All Ground Leases are subject to a minimum base rent and/or percentage rent, and Board of Supervisors approval. All ground leases are subject to a 5-year rent review and adjustment.

(Note: Formula Minimum Rent: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be reappraised yearly and Rental Value to be adjusted per Lease language, but not less than every 5 years.)

- a) Non-Aviation Land Rent Rate is ~~\$1.10~~ \$1.30 per square ft. per year based on 10% ROI using ~~March 13, 2015~~ March 18, 2018 appraisal stating land value at ~~\$11.00~~ \$13.00 per square foot.
- b) Aviation Land rate Rent Rate is ~~\$0.715~~ \$0.8450 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

Percentage Rent: Applicable Rate of all gross receipts from Tenants subject to percentage.

2. "Month to Month" Ground Lease: All Month to Month (no options) Ground Leases are subject to formula minimum base rent or negotiated rent, whichever is greater, and may be executed by the Director of Airports. All month-to-month ground leases are subject to annual review and adjustment.

(Note: Formula Minimum Rent: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be appraised and Rental Value adjusted periodically with Director of Airports' discretion).

NOTES:

- a) All improvements constructed by the Tenant on the Airport shall, at the option of the County, be removed and the ground area returned as nearly as practicable to its original condition, or may be vested with the County upon termination of the Lease.
- b) Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years (or as needed)

ball

Maintain roof free of leaks
Maintain landscaping in clean and healthy condition (free of trash).

- c) Agricultural leases are handled as special situations and are exempted from the foregoing guidelines and minimums. Rents shall be established by market comparisons as determined by the Director of Airports.
- d) Not-for-profit aviation museums are handled as special situations and are exempted from the foregoing formula minimum rent requirements. Land rent shall be as negotiated with the Director of Airports and approved by the Board of Supervisors.

B. Term of Lease (Non-Aviation and Aviation)

- 1. Ground Leases: One (1) year or more leases. In order to secure a long-term ground lease beyond one (1) year, lessee shall invest \$20,000 per acre, per year, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first year or less, or as approved by the Board of Supervisors. All improvements (excluding fueling apparatus) shall transfer to County at end of 20th year, regardless of term, or as negotiated with Airport Director and approved by the Board of Supervisors.
- 2. "Month to Month" Ground Leases: Renewable until terminated (no options to extend).

C. Leases up to Five Years Term may be executed by the Director of Airports

VI. AUTO PARKING

A. Terminal Area Parking (Oxnard Terminal Building)

0-4 hours free
4-6 hours \$4
6-12 hours \$5
12-24 hours \$8
Each additional 24 hours \$8/day
(Note: \$100.00 monthly rates available)

B. Permit Parking (Excludes Oxnard Airport Terminal Parking)

- 1. Rent-a-Car Company - \$20/month/space
- 2. All others - \$25/month/space
- 3. Permit replacement fee - \$5

VII. AIRPORT PERMITS

A. Commercial Activity Permits

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No person or business entity other than current lessee or licensee shall sell or publicly solicit the sale of merchandise, conduct or operate a business or service for hire or compensation, or advertise or solicit business or utilize airport land area upon property under the jurisdiction of the Department of Airports unless a permit is first obtained from the Director of Airports. The permit holder will perform permitted activities only in those areas designated on the permit.

To qualify for a Commercial Activity Permit, the following is required:

1. Permit Fee, Aviation Commercial uses/activities and aircraft/auto mobile detailing
 - a) Daily Permit \$255; ea. additional consecutive day \$39
 - b) Annual Permit
 1. Mobile Mechanic \$2,127
 2. Independent Flight Instructor \$2,127
 3. Self-Fueler \$2,127
2. Permit Fee, Non-Aviation Commercial uses/activities
 - a) Daily Permit ~~\$424~~ \$436; ea. additional consecutive day ~~\$39~~ \$100 (up to 3 days)
 - b) Monthly Permit ~~\$848~~ \$871 (for use of CMA abandoned runway east end, maximum 4 uses)
 - c) Annual Permit ~~\$2,374~~ \$2,438 (for use of CMA abandoned runway east end, maximum 52 uses)
3. A Certificate of Insurance naming the County and Department of Airports as Additional Insured with coverage as specified in Exhibit "A."
4. A \$20 fee will be collected on all first issue gate access cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.
5. Evidence of the applicable City business license.

NOTE: Permit does not allow Permittee to enter upon lessee's premises without approval of lessee.

Commercial activity permit fees may be adjusted at the discretion of the Director of Airports if deemed necessary for the provision of services.

One-Year Permit is subject to 30-day termination.

B. Commercial Film/Photography Permits

No person or business entity shall conduct any commercial filming, photography or demonstrations upon County airports without first obtaining

a permit from the Director of Airports.

To qualify for a Commercial Film/Photography Permit, the following is required:

1. Permit Fee

- a) Feature/TV/Commercial/Movie Filming ~~\$1,018/day~~ \$1,100/day
(includes location and basecamp 1-20 cast/crew)
- b) Feature/TV/Commercial/Movie Filming \$3,000/day
(includes location and basecamp 21+ cast/crew)
- b) ~~TV or Commercial Filming \$1,018/day~~
- c) ~~Video filming \$679/day~~
- d) c) Commercial Photography ~~\$679/day~~ \$800/day

2. Certificate of Insurance naming the County and Department of Airports as Additional Insured with coverage as specified in Exhibit "A."
3. Security/clean up deposit equal to the per-day fee may be required if determined by the Director of Airports to be justified by the planned activity.

NOTES:

- a) The above fees apply to all or part of a facility under the jurisdiction of the Department of Airports.
- b) Maximum permit term is seven (7) days including setup and disassembly time, without advance approval of the Director of Airports.
- c) Activity on leased property still requires a County permit; however, County charge for such Permit shall be limited to ~~\$255~~ \$262 per day.

C. Special Use (Non-commercial) Activity Permit

No person or entity shall conduct a non-commercial, individual and/or community/club activity upon County airports without first obtaining a permit from the Director of Airports.

To qualify for a Special Use Permit, the following is required:

1. Permit Fee

- a) Daily fee ~~\$424~~ \$436; ea. additional consecutive day ~~\$39~~ \$100
- b) Annual fee ~~\$2,374~~ \$2,438

2. Certificate of Insurance naming the County of Ventura and Department of Airports as Additional Insured with coverage as specified in Exhibit "A" if determined by the Director of Airports to be justified by the planned activity. Any event involving alcohol, if approved, will require insurance.

3. Security/cleanup deposit equal to the per day fee, if determined by the Director of Airports to be justified by the planned activity.

D. Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity

Aviation related and/or community oriented one-time events considered to be of public interest, non-profit, and/or having a value to the aviation community, may request in writing a waiver of fees, which may be approved at the discretion of the Director of Airports. Examples: National Aviation Day, special Aircraft fly-ins, and special aviation group activities.

E. Special Uses Requiring Extra or Overtime Personnel

Special uses requiring extra County personnel shall be charged, in addition to use fee, an hourly rate for personnel for each hour or portion thereof required (two- (2) hours minimum for Airport Operations Officers).

F. Aircraft Repair Work Areas

The use of aircraft repair work areas is limited to aircraft owners, notwithstanding commercial activity provided for herein.
Fee: \$6.00 for each four- (4) hour block of time or portion thereof.

G. Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles

Taxicabs, scheduled shuttles and courtesy vehicles may enter airport property without charge for the purpose of dropping off passengers. However, no taxicab, scheduled shuttle or courtesy vehicle shall be allowed to pick up or await passengers or to remain in the designated taxi stand or shuttle area without first having obtained a permit.

The following is required for a permit:

1. Taxi/Shuttle Permit Fee \$1,258 \$1,292 per year; (at discretion of Director, may be payable \$130 \$108 per month in advance).
2. Courtesy Vehicle Permit Fee (Hotel/Motel vehicle to which no fee for service is charged the customer) \$130 \$134 per year each company.
3. Certificate of Insurance naming the County of Ventura as Additional Insured, with coverage as specified in Exhibit "A."
4. Evidence of the applicable City Business License.

VIII. MISCELLANEOUS CHARGES

A. Document Processing Fee

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A fee shall be paid to County in advance for "Tenant-initiated" and or public requested drafting and/or processing each Amendment, Assignment, Concurrence, Change of Ownership, Approval of Sublease, Extension of Terms, Option to Lease, or other modifications of month-to-month or long-term leases or research of public documents. This processing fee shall be deemed earned by County when paid and shall not be refundable. Fee is construed as reimbursement of administrative costs pursuant to transaction or research. (County or mutually initiated documents are exempted.)

1. Documents executed by Director of Airports \$50.
2. Documents executed by Board of Supervisors \$250.

B. Transfer Fee for Long Term Lease (Term exceeding 1 year)

2% of sales price, based on appraisal and/or purchase agreement.

C. Document Copying Fee

A fee of \$0.03 per page shall be charged for reproducing all documents not associated with the conduct of routine airport business. There will be no staff time charged for the first two hours of retrieval and copying time. For the third hour and longer, the charge will be the lower of: (1) the actual hourly rate of the employee(s) doing the retrieval and copying; or (2) \$24.00 per hour.

D. Bad Check Charge

A "bad check" charge of \$25 will be added to that amount owed for all checks returned for insufficient funds or any other reason.

E. Security Gate Cards

Parking and security gate cards for entrance to parking and general aviation areas (hangar and tie-down) will be issued by the Director of Airports to authorized persons. A \$20 fee will be collected on all first issue cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.

F. Parking Citations

Civil penalty citations issued for vehicular parking violations under Ventura County Ordinance Codes 6508-21 and 6508-22 are set at \$50 per violation.

G. Conference Room Fee (subject to waiver for public interest/aviation safety events)

Large Room \$110/day \$179/day
Small Room \$25/day \$41/day

H. Late Fee

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10% of unpaid balance (not compounded) on all leases, and licenses, including percentage rents and fees. Tiedowns/hangars refer to Section I.

I. Airport Sweeper Service Fee

\$110/hour (or partial hour) for use of airport sweeper on airport. Fee includes airport personnel as sweeper operator.

J. Other Hourly Rates

Grant Billing – Federal Grants

Administrative Officer I/II ~~\$99.16/hour~~ \$95.33/hour
Engineer III ~~\$92.06/hour~~ \$100.30/hour
Accounting Tech I ~~\$79.68/hour~~ \$71.99/hour

Maintenance Workers

Maintenance Worker III ~~\$77.18/hour~~ \$82.28/hour
Maintenance Worker IV ~~\$82.07/hour~~ \$85.61/hour

Operations Workers

Operations Officer ~~\$77.90/hour~~ \$81.68/hour
Small UAS Operations (two Officers) ~~\$155.80/hour~~ \$163.36/hour

IX. LEASE/LICENSE AGREEMENTS

A. Types of Tenancy/Use

1. Full-Service Aeronautical Service Provider (ASP): An operator that provides a full range of aviation services as identified in the lease agreement.
2. Limited Service Aeronautical Service Provider (ASP): Specialized aircraft business and services, excluding fueling services, as identified in the lease agreement.
3. Specialty Aviation Operations: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit flying clubs and flight schools.
4. Industrial or Non-aviation Business: Business of a type whose operations are not dependent on runway access or airport orientation.
5. Land Leases: Tenant constructs a building or makes improvements on County owned land.

NOTE: Refer to Minimum Aeronautical Standards for commercial leases.

B. Improved Areas - Hangar, Office, Shop, Tie-downs, etc.

1. Base Rent Leases - No Percentage

Base rents are established by Fair Market Value comparisons.

2. Percentage Rent Leases

All percentage rent leases, as determined by the Director of Airports, are subject to a fixed minimum rent based on the square footage of the premises (hangar, shop, and office space) and/or a predetermined percentage of the gross receipts for various uses.

3. Tie-Down Spaces - Full Service and Limited ASP

Tie-down spaces may be assigned to the ASP in their respective leases based upon the following criteria only:

- a) One tie-down space may be assigned to the Full Service or Limited ASP upon a demonstrated need for each 2,000-sq. ft. of hangar, office, and shop space leased. (A demonstrated need would be a flight school with a number of owned or leased aircraft; such tie-downs shall not be rented month to month.)
- b) Additional Tie-down spaces requested by the ASP may be obtained through execution of a tie-down License Agreement and the payment of fees as shown in section I (B) and will be considered as additional rent.

4. Options

All rents and fees for option tenancy shall be adjusted to reflect the rate as set forth in the Board-approved Rent and Fee Schedule that is in effect on the date that the option becomes effective, or at the end of every fifth year of term, or as specified in lease.

C. Terminal Areas - Building and Parking (Oxnard)

- 1. Air Carrier
- 2. Air Taxi and Air Charter (Non-scheduled)
- 3. Auto Rental (Rent-a-Car)
- 4. Travel Agency
- 5. Lobby Concessionaire or Licensee

- a) Term: Up to 5 years
- b) Minimum Rents: Established at Fair Market Value based on comparisons.

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- c) Percentage Rents: Amount by which specified percentage rent exceeds minimum for counter, office, and cargo area (and fee for parking spaces if included in lease agreement).

NOTES: 1) In addition to space rental, Auto rental tenants shall pay quarterly 10% of gross receipts. Assigned parking shall be at \$20/month per space (5 spaces minimum).

- 2) Travel Agency tenants shall pay \$100 minimum or more per month vs. 1/2% on first \$250,000 gross sales and 1% over.

D. Off-Airport Auto Rental (Rent-A-Car)

Shall report and pay 8.5% of gross receipts attributed to airport pick-ups and execute a license and use agreement with the County.

E. Restaurant

- 1. Major operation – Base and/or percentage rent as prescribed in lease contract with Board of Supervisors approval. (Longer than 5 year lease.)
- 2. Minor operation – Minimum base rent and/or 7% gross receipts. (5 years or less.)

X. ACCESS TO AIRPORT FROM ADJACENT PRIVATE PROPERTY

- A. All requests for company/private aircraft oriented uses shall be considered as a special situation and must be approved on an individual basis by the Director of Airports.
- B. Authorization for access to the Airports will be given on County's License Agreement format.
- C. The applicant for access to the Airport shall be required to pay for all improvements on Airports' property that are necessary and prerequisite, in the opinion of the Director of Airports, to accommodate the applicant's access needs. If Licensee is not required by County to remove all such improvements and restore the property to its original condition, the improvements shall become the property of the County.
- D. Minimum rents and percentages for access may be negotiated based on type and intensity of airport use.

XI. INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES

See Exhibit "A" attached.

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EXHIBIT "A"

INSURANCE REQUIREMENTS FOR AIRPORTS LESSEES, LICENSEES AND PERMITTEES

I. LESSEES

These are prescribed minimum limits, however, good business indicates that higher limits should be used for most businesses. In any given year, all lessees, licensees, and permittees shall maintain, or increase to maintain, the minimum insurance requirements as stipulated in the then current year Board-approved Rent and Fee Schedule. (Minimum insurance limits are subject to possible adjustment annually). Current year refers to the present County fiscal year and not the year a lease was signed.

A. Aeronautical Service Providers: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.
3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Business Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence. Exception: fuel trucks (see below).
5. Fuel Truck: \$1,000,000 per vehicle.
6. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
7. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a

NOTE: The WC requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

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30-day cancellation notice. The County of Ventura must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

B. Air Carriers:

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$50,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$50,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$50,000,000.
3. Business Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence.
4. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

C. Specialty Aviation Operations: Includes air taxi/charter (Part 135), aircraft leasing, and any aircraft operating under a Special Airworthiness Certificate.

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.

3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Business Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
5. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.

NOTE: The WC requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of personal medical insurance will be required instead.

6. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

NOTE: Only paragraphs 1, 2, and 6 above would apply to an experimental aircraft operating under a Special Airworthiness Certificate.

- D. Flying Clubs: (As defined in the Minimum Aeronautical Standards)

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1. Commercial General Liability, including contractual, products and completed operations and owner's and contractors' protective: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.
3. Owned and Non-Owned Auto Liability: (if applicable) Limits of \$500,000 for each occurrence.
4. Hangar Keepers Liability: (if applicable) \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

E. Industrial and Non-aviation Business:

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Business Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$500,000 for each occurrence.
3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.

NOTE: The WC requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

4. The above policy/policies must name the County of Ventura

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and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

5. If Lessee is self-insured for any or all of the required insurance coverage's, Lessee agrees to provide Lessor with written confirmation that Lessee is a duly authorized and funded self-insured entity for those coverage's under the laws of the State of California. Lessor agrees to accept Lessee's status as a self-insured entity as satisfactory compliance with Lessor's normal insurance requirements as listed above.

Any insurance limits required that exceed the Lessee's self-insured coverage shall be in compliance with the insurance requirements listed above. In the event Lessee decides to no longer be self-insured, Lessee agrees to provide Lessor with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Lessee agrees to provide Lessor with appropriate evidence of insurance coverage(s) as listed above.

II. LESSEES AND LICENSEES (Includes all based aircraft, as well as ultra lights, occupying tiedowns, County and/or private hangars)

- A. Aircraft Liability: Bodily injury including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$500,000 each accident. Seats may be excluded.
- B. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. For aircraft, which are out of License, not airworthy, a signed statement to that fact with a promise to obtain the required insurance before operating said aircraft shall be filed in lieu of the certificate. The County of Ventura Department of Airports must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

III. PERMITTEES

A. Commercial Activity Permit - Non-Aircraft:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective:
Combined single limits for bodily injury and property damage of

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\$2,000,000 to \$5,000,000 each occurrence, depending upon the type of activity proposed.

2. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

NOTE: The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

B. Commercial Activities Permit - Aircraft:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 each occurrence.
2. Aircraft and airport operations, including passengers, products and completed operations or Premises Liability (whichever is deemed appropriate by the County): Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.
3. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
4. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of PERMITTEE and Employer's Liability in the minimum amount of \$1,000,000.

NOTE: The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be

informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.

C. Commercial Activities Permit – Aircraft Mobile Mechanics:

1. Commercial General Liability: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
2. Products Liability and Completed Operations Coverage: Combined single limit liability coverage \$500,000 each occurrence.
3. Hangar Keepers Legal Liability, ground coverage, including taxi coverage: \$100,000 each aircraft, \$100,000 each occurrence.
4. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
5. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

NOTE: The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

6. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.

D. Special Use Permits:

1. Movie and Commercial Filming:
 - a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$2,000,000 to \$5,000,000 or higher each occurrence, depending upon the type of activity proposed.
 - b. Business Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$2,000,000-\$5,000,000 for each occurrence, depending upon the type of activity

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proposed.

- c. Indemnification and Hold Harmless Clause. All activities. Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone.

Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.

- d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
- e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

2. Permitted Public Events/Non-Air Shows:

- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$1,000,000-\$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Business Auto Policy: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
- c. Indemnification and Hold Harmless Clause. All activities.

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Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone.

Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.

- d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.
 - e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
3. Permitted Aeronautical Events: (Air shows, fly-ins, air meets, contests or exhibitions).
- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000-\$5,000,000 each occurrence.

NOTE: Limits for specific events may be negotiated with the insurance carrier on a case-by-case basis. Requests for such consideration must be submitted to the Director of Airports for referral to Risk Management.

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- b. Business Auto Policy, including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$1,000,000 for each occurrence
- c. Indemnification and Hold Harmless Clause. All activities.

Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/ lessee alone.

Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Permittee/Licensee/Lessee/Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.

- d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
- f. In addition to obtaining the above- required insurance, the sponsor shall pay the additional premium charged to the Department of Airports by their insurance carrier, if any.

IV. CONTRACTORS

A. Airport Contractors:

- 1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective:
Combined single limits for bodily injury and property damage for

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each occurrence shall be as prescribed by County of Ventura Risk Management/ Board of Supervisors.

2. Business Auto Policy, including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$1,000,000 for each occurrence, but Public Works insurance segment may increase limits.
3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

The foregoing insurance requirements of Exhibit "A" may be amended for special circumstances as approved by County Risk Manager.

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EXHIBIT "B"

PRIVATE HANGARS - GROUND AREA

The hangars listed below are identified by general brand name/type and by square footage. The square footage was obtained by actual measurement (outside) and rounded down to the next increment of 10 sq. ft. to allow for minor irregularities:

<u>BRAND NAME/TYPE</u>	<u>SQUARE FOOTAGE</u>
Port-A-Port Standard	800
Port-A-Port Expando/Executive	850
Fixed T, Port-A-Port Double Expando, and Fleetwood	1,000
Port-A-Port Executive I	1,050
H & F Box	1,250
Fleetwood Rectangular and Port-A-Port Executive II	1,350
Port-A-Port Large T	1,400
Port-A-Port, Nunno, Craftsman Rectangular	1,500
Fleetwood Box	1,800
H & F, Pasco Box, Straun	2,000
H & F	2,250
Port-A-Port	2,250
Waffle Crete	2,750
Port-A-Port Box	2,900
Port-A-Port Box	3,000
Waffle Crete	4,740

Hangars not falling within categories identified above will pay rents calculated at the rate listed in Section I, D. and will be rounded down to next increment of 10 sq. ft.

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**RESOLUTION OF THE BOARD OF SUPERVISORS
ESTABLISHING RENTS, FEES, AND INSURANCE
REQUIREMENTS FOR THE COUNTY,
DEPARTMENT OF AIRPORTS, AND DELEGATING
AUTHORITY FOR EXECUTION OF CERTAIN
AGREEMENTS SUBJECT TO SPECIFIED GUIDELINES**

THE VENTURA COUNTY BOARD OF SUPERVISORS HEREBY ORDERS AND RESOLVES THE FOLLOWING:

I. RENTS, FEES, AND INSURANCE REQUIREMENTS

The Rents, Fees, and Insurance Requirements prescribed in the attached Schedule are hereby approved and adopted, and all prior inconsistent schedules are repealed.

II. POLICY FOR ESTABLISHING RENTS, RATES AND FEES

The Rent and Fee Schedules embrace a myriad of facilities and services which require different adjustment emphasis for establishing fair market rents or appropriate fees. In the event that there is a disagreement between the County and a Tenant or Vendor regarding the imposition of rents and fees under this Rent and Fee Schedule, the parties may, but are not required to, submit to either binding arbitration or non-binding mediation. All Department of Airports' properties, facilities, and services have been placed into five categories for the purpose of defining rent and fee setting policies which have been historically used. They are outlined as follows:

Policy 1:

It shall be County policy that those properties and/or facilities unrelated to the fundamental "public services" afforded by the Oxnard and Camarillo Airports shall be appraised for fair market rental values including percentage rents, with adjustment emphasis on comparative data from the private sector. This approach will produce a fair return to the County. Examples: industrial/office buildings, proposed industrial park, agriculture land leases.

NOTE: Excess revenues derived from leases identified above shall not be used to subsidize user rents and fees related to specific facilities and services (aircraft tiedowns and storage hangars), but may be used for financial support of planned capital improvement projects, and those public-use facilities and services (airfield, visitor parking, common roads, etc.) for which a total recapture of costs is recognized to be unrealistic.

Policy 2:

It shall be County Policy that those properties and/or facilities directly related to the public services afforded by the Department of Airports but operated,

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however, by lessees or concessionaires, shall be appraised for fair market value including percentage rents with adjustment emphasis on comparable data from other publicly controlled facilities operated by lessees or concessionaires. It is the intention of the County to have a policy whereby properties and/or facilities controlled by the Department of Airports, not being used by the County for public services, will be leased or licensed. The rental charges or fees will be based upon the then fair market value, taking into consideration comparable properties owned by other public entities. This approach will also provide a fair return or profit to the County. Examples of such leases/licenses: scheduled air carrier agreements (for terminal space), rental car agencies and restaurants.

Policy 2a:

It shall be County policy to recover all costs of any infrastructure required to develop a Lease parcel from the benefited Lessee through either Lease rents or assessment, when practical. Such costs shall not be borne by existing tenants or users of the airports.

Policy 3:

It shall be County Policy that the rents and fees for those properties and/or facilities directly related to the aviation-use public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. Adjustments shall be compared to Market Rate to ensure the cost will not cause a loss of business. Examples: full, limited and single service providers of aeronautical services.

Policy 3a:

It shall be County policy that the rents and fees for those properties and/or facilities that are not-for-profit aviation museums and are operated consistent with the fundamental public services afforded by the Department of Airports, may be adjusted to cause less than an ultimate recapture of the totals costs, both direct and indirect, through reduced rental rates and fees in recognition of the tangible or intangible benefits to the airport.

Policy 3b:

It shall be County policy that the rents and fees for those properties and/or facilities, which are County owned and County operated consistent with the fundamental public services afforded by the Department of Airports, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. This approach will result in competitive pricing of County services and serve to constrain the migration of outside County aircraft operators seeking lower fares. Adjustments to these rates shall be by cost-recovery analysis every five (5) years, with interim adjustments calculated by applying the Consumer Price Index (CPI) every other year. Examples: aircraft tie-down, aircraft storage hangars. In calculating the costs of the above services (Policies 3 and 3a), that depreciation attributed to donated assets shall be specifically

excluded from such costs. This is consistent with and in conformance with assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970 which states that "no part of the Federal share of an airport development project shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

Policy 3c:

It shall be County policy that the provision by the County of aircraft storage facilities and/or property for the same purpose, shall be for the exclusive purpose of storing aircraft deemed to be in an airworthy condition. Temporary exceptions to this requirement may be granted by the Director of Airports on a case-by-case basis, upon the demonstration of visible and reasonable progress to bring an aircraft to airworthy status. The Director of Airports may make such determinations based on periodic inspections of such facilities and/or property as frequently as once every 90 calendar days. The intent of this policy is to ensure compliance with the aircraft storage license agreements with regard to storage of aircraft that are in airworthy condition and/or aircraft that are being brought to airworthy condition versus non-airworthy aircraft being stored, in parts or in whole, to obtain storage space that is considered less expensive than commercially available non-aviation storage space. Examples: aircraft tie-down, county-owned storage hangars, privately-owned storage hangars.

Policy 3d:

It shall be County policy that private hangar owners subject to an existing Privately-Owned Aircraft Storage Hangar Lease Agreement who seek approval to expand/build out resulting in additional square footage or volume, or replace the hangar, shall offer the County a right-of-first refusal to purchase the hangar at such a time the owner proceeds to sell the hangar in place. County will respond to hangar owner in writing within five (5) calendar days of its intent to purchase or not purchase the hangar. Should the County decline to purchase a hangar, and upon a request to transfer a hangar to a private party, a month-to-month Privately-Owned Aircraft Storage Hangar Lease Agreement for privately-owned aircraft storage hangars may be approved and executed by the Director of Airports with the buyer, provided the purchase price is no more than 15% less than the price first offered to the County. Failure on the part of the hangar owner to act in good faith may result in the transfer not being approved.

Policy 4

It shall be County policy that those services, offered and administered by the Department of Airports for which a total recapture of costs is recognized to be inconceivable, be established by comparing fees with other publicly owned and operated facilities with adjustments emphasizing the recapture of as much of County costs as possible. However, fees shall be maintained at reasonable levels so that the preponderance of the general public can avail themselves of the service. This type of service will continue to reflect a loss; however, it is deemed to be an appropriate public service. Examples: runways, taxiways, roads, rest rooms, auto parking lots, visiting aircraft parking, and other public use

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areas.

Policy 5

It shall be County policy that those services, and/or supplies furnished to the public by the Department of Airports and regulated by law or by Administrative procedure, shall be compensated for by charging fees and deposits calculated to reimburse all of the administrative and material costs of furnishing same. Annual adjustment emphasis shall be based upon cost analysis and shall not be subject to fair market or profit considerations. Examples: commercial activity permits, aircraft towing and impound fee, document processing fee, and paper material reproduction fee.

III. AUTHORIZATION TO EXECUTE.

The County Executive Officer or the Director of the Department of Airports are authorized to execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, and Notices of Intent to Terminate and cause Unlawful Detainer Complaints to be filed on behalf of the County of Ventura as are hereafter defined and in accordance with the provisions of the attached schedule.

A. DEFINITIONS.

1. LEASE OR SUBLEASE: A conveyance of real property rights for occupancy of use of land, improvements, or a combination thereof. Under this authority, the Term shall not exceed five (5) years including options to extend. Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.

2. LICENSE. A conveyance of "personal" rights for occupancy or use of property under this authority, limited to one (1) year. License may be extended subject to specified time with prior Notice of Termination. Examples: Aircraft tie-downs, storage, portable hangars, ground use, vending machines, food or merchandise catering truck, carousel sign use, and land encroachments.

3. PERMIT. A personal right to occupy or use property under this authority, limited to maximum term of one (1) year. Permit may be extended subject to 30-day Notice of Termination. Examples: Temporary occupancy for fixing of premises, aircraft repair work or wash/wax activities.

4. SPECIAL USE/ACTIVITY PERMIT. A personal right to occupy, use, or conduct a specified "activity", limited under this authority to a maximum of seven (7) days. (Longer periods must be renewed daily.) Examples: Air shows, movie or TV filming, photography or commercial demonstration.

5. OPERATIONAL AGREEMENTS. Mutually agreed upon procedures pertaining to operational matters established between the Department of Airports and other governmental agencies.

6. EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE.

- a) An Extension is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
- b) An Amendment is a change of one or more of the terms, conditions, or covenants consistent with authorized terms and amounts specified in Board- approved rent and fee schedules.
- c) A Consent is a ratification of a term, condition, or covenant in an existing agreement executed by the Board made subject to "County approval". The Director of Airports may issue Consent after determining proper compliance. This includes an Assignment of Lease. The Director of Airports may also approve a "sublease" or "additional use" by lessee, but limited to five (5) years.
- d) Notice of Intent to Terminate is a notice by which the Director expresses intent to terminate pursuant to a breach or default. On a Board-approved Agreement, final termination shall be subject to Board approval. Leases executed by Director of Airports may be terminated by the Director of Airports.

B. SECURITY DEPOSIT. All tenants shall provide County with, and at all times maintain, a Security Deposit in an amount prescribed by this Resolution. Said amount shall be based on rent and adjusted periodically. Public entities governed by the Board shall be exempt. Said deposit shall guarantee tenants' full and faithful performance of all terms and conditions of their agreement. The following forms of deposit are acceptable: cash, Time Certificate of Deposit (CD), Irrevocable Letter of Credit, and assigned Savings Passbook. The following shall be the basis of the amount of the Deposit unless otherwise stated in the Rent and Fee Schedule:

License Agreement - The deposit shall be equal to one (1) month's rental rate.

Lease Agreement - The deposit shall be equal to three (3) month's rental rate.

After three (3) years of good and faithful lease performance (defined as no defaults or delinquencies), deposits on leases of five (5) years or less may be reduced to one (1) month, subject however, to a Lease Amendment providing for the following Liquidated Damages:

Liquidated Damages

County shall have the right to demand, and Lessee agrees to pay Liquidated Damages in the sum of one percent (1%) of the security deposit required of Lease, (but not less than \$10.00), for each day a

violation exists of any of the following lease conditions and/or lease articles:

LEASE CONDITIONS AND/OR ARTICLES

USES AND SERVICES

OPERATING SCHEDULE AND CONTROLLED PRICES

IMPROVEMENTS AND INVESTMENTS

CONSTRUCTION

INSURANCE

OPERATIONS

FINANCIAL REPORTS AND RECORDS

MAINTENANCE AND REPAIR

FAA SPECIAL PROVISIONS

- C. NEGOTIATIONS, PREPARATIONS, AND LEGAL APPROVAL. The Leases, Subleases, Licenses, Permits, Special Use/ Activity Permits, Extensions, Amendments, Consents, and Notices of Intent to Terminate shall be negotiated and prepared by the Department of Airports or, by request of the Director of Airports, negotiated and/or prepared by the Public Works Agency, Real Property Services. All Agreements shall be submitted to County Counsel's Office for approval as to legal sufficiency prior to final execution excepting pre-approved, routine "form" documents.
- D. TERMINATION DUE TO "REPEATED" VIOLATIONS. The Board of Supervisors hereby authorizes the Director of Airports to include in selected agreements the right to issue a "Notice of Termination for Breach of Good Faith" which would allow termination of an Agreement after tenants repeating the same violation three (3) times or more within any twelve (12) month period, regardless of tenants' cure, remedy, or diligent pursuit to correct violations.
- E. BACKGROUND DETERMINATION AND GUIDELINES. No agreement will be executed under the authority of this RESOLUTION if the County Executive Officer or the Director of Airports of the Department of Airports determines that: (1) The proposed use or occupancy is in conflict with the County's adopted plans for development; (2) The other party(s) to a proposed Agreement has a reputation, character, or background which could be detrimental to County's interest; or (3) Such other party(s) does not have technical knowledge, management ability, or financial capability to fulfill the purpose and provisions of the Agreement.

- F. RENTAL POLICY. It shall continue to be Department of Airports' Policy to require "ALL" tenants or users of County Airports property to pay rents established by Board-approved Rent and Fee Schedules; however, the Director of Airports may determine that certain special services including labor and/or materials may be accepted in lieu of cash payment of rent where all other guidelines are consistent with Director of Airports' Authority. Director of Airports is authorized to adjust rents incrementally to current rate to ensure the cost will not cause a loss of business.
- G. CONTROVERSIAL OR POLICY SETTING AGREEMENTS. Any transaction authorized by this Resolution, considered significantly controversial or policy-setting in the opinion of the County Executive Officer or the Director of Airports, shall be submitted first to the Aviation Advisory Commission and appropriate Airport Authority for recommendation and then to the Board of Supervisors for approval and execution.

IV. AUTHORIZATION TO ESTABLISH FEES

The County Executive Officer, or the Director of Airports is hereby granted limited authority to establish fees for other uses of airport property not specifically provided for in the attached schedule. Such other fees shall be reasonable and consistent with the policies and fees established herein. Any such fee considered to be significant, controversial or policy- setting shall first be submitted to the Aviation Advisory Commission and appropriate Airport Authority, for recommendation, and finally to the Board of Supervisors for appropriate action.

THE FOREGOING RECITALS and attached Rent and Fee Schedule are passed, approved, and adopted by the Board of Supervisors, effective July 1, ~~2017~~ 2018.

COUNTY OF VENTURA

Date _____

By _____
Chair, Board of Supervisors

ATTEST: MICHAEL POWERS,
Clerk of the Board of Supervisors
County of Ventura, State of California

By: _____
Deputy Clerk of the Board

MONTHLY ACTIVITY REPORT

Month ending March 31, 2018

Hangars and Tie-downs:

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

Other:

	CAMARILLO	OXNARD
Citations Issued	1	1
Current year number of aircraft operations – for month	10,765	5,927
Last year number of aircraft operations – for month	13,053	6,255
Cards issued to transient overnight aircraft	18	0
Noise/nuisance complaints	3	6
Other aircraft ** (est.)	120	15
Hangar waiting list	149	30

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

MONTHLY NOISE COMPLAINT SUMMARY CAMARILLO AIRPORT

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
3/4 12:15pm Clear, Calm	Noise	O	Global Express	2100 Block Almanor Street, Oxnard, CA	1	2	***	N/R
3/4 6:24pm Clear, Calm	Noise/ Low Flying	O	Cessna Citation	2100 Block Almanor Street, Oxnard, CA	1	2	***	N/R
3/31 12:45pm Clear, Calm	Noise/ Low Flying	O	Multiple Aircraft	400 Block Calle Mirasol, Camarillo, CA	1	1	***	N/R

* Unable to identify aircraft

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

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

**** Complaint not related to noise

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

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

810-1 March, 2018

MONTHLY NOISE COMPLAINT SUMMARY OXNARD AIRPORT

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
3/8 10:45am Clear, Calm	Noise/ Low Flying	T&G	Cessna 172	5500 Block West 5 th Street, Oxnard, CA	1	4	***	N/R
3/18 11:30am Clear, Calm	Noise/ Low Flying	T&G	Multiple Aircraft	5500 Block West 5 th Street, Oxnard, CA	1	4	***	N/R
3/20 10:54am Clear, Calm	Noise/ Low Flying	T&G	Mooney	5500 Block West 5 th Street, Oxnard, CA	1	4	***	N/R
3/24 10:30am Scattered Clouds	Noise	O	UKN	3500 Block Leeward Way, Oxnard, CA	1	2	***	N/R
3/24 3:20pm Scattered Clouds	Noise/ Low Flying	O	UKN	3500 Block Leeward Way, Oxnard, CA	1	2	*	N/R
3/28 12:25pm Clear, Calm	Noise/ Low Flying	T&G	Cessna 150	5500 Block West 5 th Street, Oxnard, CA	1	4	***	N/R

* Unable to identify aircraft

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

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

**** Complaint not related to noise

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

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

March, 2018

**AIRPORT TENANT
PROJECT STATUS
April 26, 2018**

CAMARILLO

- Airport Properties Limited (APL) Hangar Development. Future Row M under construction. Hangar Row G plans submitted to County Building & Safety.
- Alert Barn re-roofing and residing by tenant. Project underway.

OXNARD

- None

OTHER

- None

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

April 2018

Page 1 of 1

Sup. Dist.	Project Name Spec. Number	<u>Estimate</u>	<u>CCO's</u> Claims	<u>Design Engr.</u> Contractor	Scheduled or Actual Dates				% Compl Design/ Const.	Remarks
		Low Bid			Bid Date	Contract Award	Const Start	Const Comp		
5	CMA Storage Yard Improvements	\$210,000 \$121,485.61		DOA Various	Various	Various	1/13/17	6/30/18	100 95	Landscaping plan resubmitted to City of Camarillo on 3/20. Waiting on review and approval.
5	CMA Taxiway G Shoulder Stabilization	\$75,000 \$31,891		DOA J & H Eng.	2/6/18	3/23/18	4/11/18	4/12/18	100 100	Construction complete. Closeout paperwork remains.
5	CMA Viewport Entrance Improvements	\$20,000 \$20,000		Various Various	N/A	N/A	12/1/17	6/30/18	100 90	Work in collaboration with the Airport, the 99's & the Waypoint Café.

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

128
121

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

April 2018

Page 1 of 1

Sup. Dist.	Project Name Spec. Number	<u>Estimate</u> Low Bid	<u>CCO's</u> Claims	<u>Design Engr.</u> Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	NE Hangar Development, Phase 1	<u>\$7,126,202</u> 7,950,236		<u>Mead & Hunt</u> Toro Enterprises	<u>8/15/17</u>	<u>10/17/17</u>	<u>TBD</u>	<u>TBD</u>	<u>100%</u>	Project plans submitted for grading and water. Fire Department and Building and Safety will be submitted soon. Construction start dependent upon building permit issuance.
3	OXR Airport Layout Plan Update	<u>\$246,176</u>		<u>Coffman Assoc.</u>	<u>N/A</u>	<u>10/17/17</u>	<u>TBD</u>	<u>TBD</u>	<u>100%</u> 10%	Work underway. Estimated to be about an 15-18 month process.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

402

**DEPARTMENT OF AIRPORTS
2018 MEETING SCHEDULES**

AAC/CAA/OAA

AVIATION ADVISORY COMMISSION	CAMARILLO & OXNARD AUTHORITIES
January 8 (Due to Holiday)	January 11
February 5	February 8
March 5	March 8
April 2	April 12
May 7	May 21 (Due to Availability)
June 4	June 14
July 2	July 12
August 6	August 9
September 10 (Due to Holiday)	September 13
October 1	October 11
November 5	November 8
December 3	December 13

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

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

AVIATION ADVISORY COMMISSION

2018

ROTATION LIST

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

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

THANK YOU!

gf

March 29, 2018

Mr. Penelope A. DeLeon, Ed.D.
Superintendent of Schools
Oxnard Union High School District
309 S. K Street
Oxnard, CA 93030

Re: Comments Regarding the Surplus of High School District Properties

Dear Dr. DeLeon:

Per our discussions during the 7-11 Committee meeting on March 14, 2018, the County of Ventura Department of Airports (DOA) has reviewed the information regarding the Oxnard Union High School District's (School District) surplus properties at Camarillo Airport and near Oxnard Airport, and provides the following comments:

General Comments:

1. All of the properties in the vicinity of the Camarillo and Oxnard Airports shall have restrictions for development. The School District should disclose these restrictions/conditions to the potential buyer(s) prior to sale.
2. All of the properties in the vicinity of the Camarillo and Oxnard Airports' future uses shall be consistent with the Ventura County Airport Comprehensive Land Use Plan (VCACLUP), which outlines the "maximum structural coverage" for properties located under the Traffic Pattern Zone. Other VCACLUP conditions may apply.

Camarillo Airport Properties (15 Stearman St, 280 Skyway Dr, and 330 Skyway Dr)

1. The three surplus properties located at Camarillo Airport contain deed restrictions from when the property was transferred from the Air Force to the School District, making the properties available for educational purposes only. DOA staff believes that these restrictions have expired, but the potential buyers shall be made aware of any potential development limitations, if any.
2. That the buyer, as a condition of sale, grant the County of Ventura an Avigation Easement that would include the elements of the FAA Model Avigation Easement (includes the right to conduct airport operations, including noise, dust, fumes, pollution; prohibition on electronic/radio interference, hazardous lighting, erection of obstructions that are hazards to aviation).
3. That all potential buyers and all future tenants shall be made aware of the proximity to the airport and that any garbage bins, containers, enclosures, and cans would need to remain covered so as to not become an attractant to birds.

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4. That future facility lighting for these properties shall be constructed and directed in such a way so as not to become an obstruction hazard or cause a hazard to aircraft during take-off or landing. The location of the proposed buildings is subject to aircraft on low approach over-flight and noise.
5. That any future redevelopment of these properties requires the owner to file a "Notice of Proposed Construction or Alteration" (Form 7460-1) with the FAA for any buildings and any temporary cranes or structures that may be used throughout the course of the project. A copy of those determinations must be provided to the DOA prior to construction. Please note that this may restrict the height of any new buildings/structures.
6. That all potential buyers shall be made aware, should they purchase these properties, of the need to contribute to the Camarillo Utility Enterprise (CUE), which is the group of property owners that maintains and improves the streets, lighting and other related common use infrastructure and components at the Camarillo airport.
7. That all potential buyers shall be made aware that there is no public or street parking for the property at 15 Stearman Street (the Gymnasium). Willis Avenue is owned by the DOA and considered public parking.

Oxnard Airport Properties (220 South K St, 309-315 South K St, and 1101 West 2nd St)

1. The Camarillo Airport conditions 2, 3, 4, 5, and 6 also apply to the properties located in the vicinity of the Oxnard Airport.
2. That all potential buyers shall be made aware that the surplus properties in the vicinity of the Oxnard Airport are located under the Runway Protection Zones (RPZ) for the airport. The uses in the RPZ zones are restricted to protect people and property on the ground. Any future redevelopment of these properties may be substantially restricted and non-compatible with the airport.

Thank you for your cooperation and consideration. Should you have any questions, I can be reached at 805-388-4201.

Sincerely,



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

C: Todd McNamee, Director of Airports
Kathleen Mallory, City of Oxnard
Steve DeGeorge, VCTC
File

9a2



555 AIRPORT WAY, SUITE B
CAMARILLO, CA 93010
PHONE: (805) 388-4274
FAX: (805) 388-4366
WWW.VENTURA.ORG/AIRPORTS
WWW.FLYOXNARD.COM

March 30, 2018

Public Works, Grading Permit Section
Building and Safety
Ventura County Fire Department

**Subject: Project Approval Letter
Northeast Hangar Development at Camarillo Airport**

To Whom It May Concern,

Please be advised that the Department of Airports is currently proceeding with the subject project which has been thoroughly reviewed and approved.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd McNamee", with a long horizontal flourish extending to the right.

TODD L. MCNAMEE, AAE
Director of Airports

9b

April 11, 2018

Ed Althof
Deputy Chief Information Officer
County of Ventura - Information Technology Services
1957A Eastman Avenue, Suite A
Ventura, CA 93003

Re: High Speed Internet installation from Airport Way to 355 Post Avenue

Dear Mr. Althof:

By way of this letter, approval is granted for ITS and Spectrum/Charter Communications to perform the work as described in the plans submitted to the County of Ventura Department of Airports (DOA) on April 2, 2018.

Please be advised of the notes in the plans written by DOA staff (attached), when performing the work. The DOA does not make any guarantees regarding the location of existing utilities and requires that the contractor be responsible for any damages, if any.

The DOA also requires ITS and its contractor to hold a pre-construction meeting prior to the commencement of work to identify and mitigate any potential effects to the airport's normal day-to-day operations i.e. traffic control, etc.

If you have questions concerning this matter, please contact me at 805-388-4201

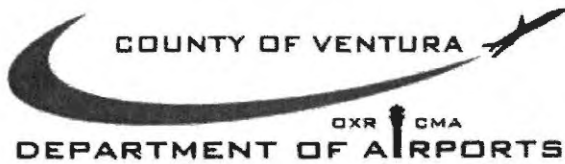
Sincerely,



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

C: Todd McNamee, Director of Airports
Madeline Herrle, Airport Lease Manager
Erin Powers, Projects Administrator

9C



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

VIA BROWN MAIL LOC. 1100

April 18, 2018

Mr Robert Connal
Ventura County -
Information Technology Services
1957 Eastman Ave., Suite A
Ventura, CA 93003

RE: MOU at 355 Post St., Camarillo, California - Camarillo Airport

Dear Robert:

Enclosed for your handling and records is one fully executed Memorandum of Understanding (MOU) for the ITS Dept lease of the premises at 355 Post St. at the Camarillo airport.

Thank you for your cooperation and it has been a pleasure working with you.

Sincerely,

Madeline Herrle, CSM, RPA®
Lease Manager
Madeline.Herrle@Ventura.org
805.388.4243

Enclosure

9d

2 killed in plane crash identified

Homebuilt aircraft went down outside Santa Paula

Gretchen Wenner

Ventura County Star USA TODAY NETWORK

The two men killed in Saturday's plane crash outside Santa Paula have been identified by authorities.

Ted Dopler, 60, of Palmdale, and Jody Smith, 58, of Lancaster, were declared dead at the scene in the 17800 block of South Mountain Road. Both men died of multiple blunt force injuries from the accident, the Ventura County Medical Examiner's office determined.

The two-seat, homebuilt plane departed from an Antelope Valley facility, the Rosamond Skypark, according to the Ventura County Sheriff's Office, although officials did not yet know whether the intended destination was the Santa Paula Airport or elsewhere.

In Saturday's accident, the plane crashed into a ranch property south of city limits shortly after 2 p.m. No one on the ground was injured. The craft narrowly missed several homes in the area, officials said, clipping a storage container and wall. A small fire was quickly extinguished.

Dopler is the registered owner of the plane, an RV-6A built from a Van's Aircraft Inc. kit, according to records from the Federal Aviation Administration. Sheriff's officials said Monday evening it had not yet been determined whether he was piloting the plane when it went down.

Dopler's wife, Lori, told KNBC-TV Channel 4 in Los Angeles that she was supposed to go on Saturday's flight but stayed home to take care of her visiting mother. She described her husband as an accomplished pilot and flying enthusiast. A Facebook page apparently belonging to Ted Dopler says he was a systems engineer at Lockheed Martin Aeronautics and has a cover photo showing him in the cockpit of a small plane.

Steve Baker, a pastor in the Antelope Valley area who will be performing the service for Smith, told The Star he grew

up with Smith's family in Lancaster.

'We've been friends forever,' he said of Jody Smith. Smith was one of three boys and two girls from a well-known family in what was, until recently, a small town, Baker said.

'The Smith family has been around forever,' he said.

Smith worked in the aerospace industry and was a local DJ for 20 years, he said, doing weddings and other functions. Baker described him as a hard worker involved with the civil air patrol who had a ranch property in the area. Smith has a grown daughter, he said.

'Everybody loved him,' Baker said.

Bakers said one of Smith's brothers called him Sunday and said Jody Smith had crossed paths with Dopler's wife as she was leaving the Rosamond Skypark to take care of her mother. Dopler reportedly came back so Smith could get on the plane, he said.

'On one hand, I understand things happen for a reason,' Baker said. 'On the other hand, I'm just heartbroken. He was such a sweet guy and he loved people.'

The National Transportation Safety Board is investigating the incident. On Sunday, the wreckage was removed from the crash site and taken to a facility in Chino. NTSB investigators now hope to find more witnesses to Saturday's crash. Anyone with information can email investigators at witness@ntsb.gov.



Two people died Saturday afternoon when this plane crashed outside Santa Paula. CONTRIBUTED PHOTO/ VENTURA COUNTY FIRE DEPARTMENT

Camarillo, Oxnard airports lose cars

Airports

Acres of vehicles have disappeared but officials don't expect a downturn

Kathleen Wilson

Ventura County Star USA TODAY NETWORK

The cars are gone.

By early this month, auto-carrier trucks had moved the last of the Hyundais and Kias from rented land at the Camarillo and Oxnard airports.

The vehicles had been a common sight since late 2014 as businesses that prepare the cars for sale after their arrival through the Port of Hueneme turned to the county-owned airports to handle the overflow. The move came amid slow sales growth and what was described as diminished space available in normal storage lots. But now, the manufacturers are said to be lowering inventories and don't need the space.

Deputy Airports Director Jorge Rubio said the arrangement was expected to last only a few months and started with about five acres. It extended to more than three years as the cars were parked over 40 acres and brought in close to \$5 million to the county airports system.

Airports officials or auto processor Glovis America could cancel the deal with 30 days' notice. That happened about a month ago when Glovis withdrew. The last cars were trucked away April 5, officials said.

Most went to dealers and a few hundred to Glovis' facility in Port Hueneme, said the facility's general manager, Grant McGlynn.

The Hyundais and Kias were shipped from South Korea to the port, then prepared for sale, stored and sent to dealers by Glovis.

McGlynn said the automakers have shifted to a leaner model for inventory. They are trying to match production with demand, he said.

Rubio and McGlynn said the deal for leasing airport land benefited both parties.

"It was a win for them because it provided unexpected revenues," McGlynn said, adding that the deal gave Glovis the space to handle the ebb and flow of

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Camarillo, Oxnard airports lose cars

Airports

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vehicles.

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Airports Director Todd McNamee said there were a couple of occasions when there was a potential conflict between the planes and the cars beneath them. He said that was resolved.

“There were really never any true conflicts,” he said. “In our opinion, there was really no downside.”

Neither McGlynn nor Rubio could say exactly how many cars were stored at the airports. The inventory evolved as cars were sold, McGlynn said.

“At the Camarillo Airport, we could store up to 4,200 vehicles,” he said. “Whether we used all of that, I don’t know.”

The rents brought in \$4.9 million from December 2014 to April 2018, money that managers of the county-owned airports said they saved for capital projects. The cash will defray the cost of building 41 hangars and help pay for ongoing needs, such as replacement of roofs and repairs to streets, managers said.

The figure amounted to 15 to 20 percent of the airports’ annual income, but it was never devoted to operating needs, airport officials said.

“We never considered leasing of land for storage of cars to be normal operations,” McNamee said.

The vehicles were visible to motorists traveling along Las Posas Road on the eastern side of the Camarillo Airport, but only the dirt site remains now. Replacing them will be the 41 hangars that are scheduled for construction. Officials hope to break ground by fall.

The five acres where cars were parked at the Oxnard Airport are scheduled for an aviation-related project. None has yet been identified, Rubio said.

Strong winds blow around county

Gusts of 43 mph reported in Camarillo

Gretchen Wenner and Cheri Carlson

Ventura County Star USA TODAY NETWORK

Strong winds powered through Ventura County Monday, creating a wind advisory set to last until 10 p.m.

Gusts of 43 mph were reported in Camarillo during the afternoon, with gusts of 40 mph felt at the Ventura Harbor, according to meteorologist Kathy Hoxsie of the National Weather Service in Oxnard. Powerful sustained winds of 15 to 25 mph were felt through much of the county.

In Camarillo, thick dust periodically intruded onto traffic lanes near the Camarillo Airport. Several acres of bare dirt were left exposed at the airport's northeastern corner, near the intersection of Las Posas Road and Ventura Boulevard, where vehicles had previously been stored long term.

The vehicle storage started in late 2014 as businesses that prepare cars for sale rented the area. That deal ended about a month ago, and the last of the cars were pulled out last week.

They left behind acres of dry, loose dirt on the airport's eastern edge. The dust at times formed dense brown clouds on adjacent Las Posas Road, pooled along the curb and blew into streets around the Camarillo Premium Outlets.

'We spent all last Friday watering and trying to prep the dirt for the upcoming wind,' said Nick Martino, airport operations supervisor for the Camarillo Airport.

'I don't think we thought it would dry out quite this quickly,' he said. 'Unfortunately, today our access to the watering trucks wasn't available.'

He expected to be able to get the trucks out watering again on Tuesday.

Before the cars came, weeds and light vegetation kept a lot of the dust down. But when the cars were there, all the plants died.

Eventually, it will grow back, Martino said. But in the meantime, the airport will continue working to control the dust. Dust blown about by Monday's gusts stayed below 50 feet, so airport traffic wasn't expected to be impacted, Martino said.

Monday's winds arrived at the tail end of a cold front moving through the area, Hoxsie said.

Winds were forecast to die down Tuesday and temperatures were expected to climb to a high around 70 degrees, she said.

Another system predicted to move through Thursday means winds could kick up again Wednesday night, Hoxsie said. That system will bring a slight chance of showers Thursday, especially in mountain areas, she said.



Strong winds blew dust from the Camarillo Airport onto Las Posas Road Monday afternoon.

The recent removal of new cars stored at the airport left acres of dry dirt behind.

GRETCHEN WENNER/ THE STAR

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