



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

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

Monday

March 1, 2021

7:00 P.M.

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

IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE CALIFORNIA GOVERNOR'S EXECUTIVE ORDER AND THE COUNTY OF VENTURA PUBLIC HEALTH OFFICER'S LOCAL ORDER.

IN ORDER TO MINIMIZE THE SPREAD OF THE NOVEL CORONAVIRUS, THE COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC. THE FOLLOWING PROVIDES INFORMATION ABOUT HOW TO OBSERVE AND/OR PARTICIPATE IN THE MEETING:

1. You may join the meeting via **Zoom**. See last page for detailed instructions about participating in the meeting via Zoom.
2. You may observe the meeting via live broadcast on the Local Government Channels – **Spectrum Channel 10** and **Frontier Channel 29**, or via the **Department of Airports YouTube channel**
https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber
3. Public Comment Options
 - a. **Email** – You may submit your comment, limited to 250 words or less, via email by 5:00 p.m. on Monday, March 1, 2021 to Airport Staff at AirportInfo@ventura.org. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 6.A.). When the Authorities reach your item of interest on the agenda, Airport Staff will read your comment during the time for public comments.
 - b. **Zoom** – You may provide verbal comments during the meeting. See last page for detailed instructions about participating in the meeting via Zoom.

AGENDA

1. **CALL to ORDER and PLEDGE of ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL of MINUTES – February 11, 2021**
4. **PUBLIC COMMENT PERIOD**
5. **UNFINISHED BUSINESS – None**
6. **NEW BUSINESS**

A. **Subject: Approval of the Revised Form Hangar Lease Agreement for Privately Owned Hangars at the Camarillo and Oxnard Airports to Replace Month-to-Month Leases with Term Leases; Authorization for the Director of Airports or His Designee to Terminate All Existing Month-to-Month Hangar Lease Agreements for Privately Owned Hangars and to Sign the Revised Form Lease Agreement with Tenants of Existing Hangars.**

Recommendations:

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

1. Approve the revised form hangar lease agreement for privately owned hangars at the Camarillo and Oxnard Airports (Exhibit 3), to replace the current month-to-month leases with term leases; and
2. Authorize the Director of Airports or his designee to terminate all existing month-to-month lease agreements for privately owned hangars and to sign the revised form lease agreement in Exhibit 3 with tenants of existing privately owned hangars.

7. DIRECTOR'S REPORT

8. REPORTS

Monthly Activity Report – January 2021
Monthly Noise Complaints – January 2021
Consultant Reports – January 2021
Airport Tenant Project Status – February 2021
Project Status – February 2021
Financial Statements Period Ended – December 31, 2020
Financial Statements Second Quarter – FY 2020/2021
Meeting Calendar

9. CORRESPONDENCE – None

10. COMMISSION COMMENTS – Comments by Commission members on matters deemed appropriate.

11. ADJOURNMENT

The next regular Commission meeting will be on Monday, April 5, 2021 at 7:00 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, 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.



Webinar Instructions

Public link to Zoom webinar:

<https://zoom.us/j/92966997908?pwd=c1JML0JZZ3Zzak5jT1VuWm5YeFdPdZ09>

Webinar ID: 929 6699 7908

Passcode: 234598

Phone Numbers: 1-669-900-6833
1-253-215-8782

Cell Phone or Computer with Audio (Microphone) Feature: Click on the link above and enter passcode. Enter your name so we may call on you when it is your turn to speak.

The Chairperson will ask if anyone wishes to speak to the item. At that time, raise your hand by clicking the Raise Hand button. Follow the instructions below regarding Speaking.

Computer without Audio (Microphone) Feature: Click on the link above and enter passcode. This will allow you to view and listen to the meeting. In order to speak, follow the instructions below for Telephone.

Telephone: If you do not have access to the internet, you can watch the live broadcast of the meeting on the City of Camarillo Local Government Channels – Spectrum Channel 10 and Frontier Channel 29, or via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to the meeting through your phone handset.

The Chairperson will ask if anyone wishes to speak to the item. At that time, raise your hand by dialing *9. Follow the instructions below regarding Speaking.

Speaking

When it is your turn to speak, the Chairperson will call your name or the last 4 digits of your phone number if you are calling from a phone, and you will have 3 minutes to speak. Please ensure that all background noise is muted (TV, radio, etc.). You will be prompted to unmute your microphone/phone. Unmute and begin speaking; start by stating your name.

The timer on the screen will count down your 3 minutes. The timer starts green indicating you have 3 minutes; when the time hits 1 minute remaining, the timer will change to yellow; when the 3 minutes have elapsed, the timer will turn red. At that time, your microphone will be muted and we will move onto the next speaker. If you called in on one of the phone lines listed above, you will not be able to see the timer. Instead, you will be prompted when the 3 minutes has begun; when the time hits 1 minute remaining; when the 3 minutes have elapsed.





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AVIATION ADVISORY COMMISSION

MINUTES

February 11, 2021

1. CALL to ORDER and PLEDGE of ALLEGIANCE

Chair, Robert Trimborn, called the meeting to order at 5:08 p.m. and led the pledge of allegiance.

2. ROLL CALL

PRESENT

Robert Trimborn
Maggie Bird
Adriana Van der Graaf
Nanette Metz
Steve Weiss

Excused (E)

Late (L)

AIRPORT STAFF

Kip Turner, Director
Erin Powers, Projects Administrator
John Feldhans, Operations Supervisor
Ana Castro, Management Assistant

ABSENT

James Flickinger
Gary Jacobs (E)
Bobby Williams (E)
Bruce Hamous (E)

3. APPROVAL OF MINUTES – January 11, 2021

Steve Weiss moved to approve the January minutes and Adriana Van der Graaf seconded the motion. All Commissioners voted in favor and the motion passed unanimously.

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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.

None.

5. **UNFINISHED BUSINESS – None**

6. **NEW BUSINESS**

- A. **Subject: Authorization for the Director of Airports or Designee to Award an Annual Consulting Services Contract for FY 2020-2021 to Jviation, a Woolpert Company, and to Issue Work Orders Against the Contract**

Recommendation:

Staff requests that your Commission/Authorities recommend that the Board of Supervisors (“Board”):

1. Authorize the Director of Airports, or his designee, to award an annual consulting services contract for fiscal year 2020-2021 to Jviation, a Woolpert Company, using a contract form negotiated in compliance with the County of Ventura Public Works Agency Project Processing Procedures Manual (Exhibit 1); and
2. Authorize the Director of Airports, or his designee, to issue work orders against such contract for up to \$35,000 each project for planning of construction projects not yet approved by your Board, and for up to \$200,000 each work order for other services.

Director Kip Turner introduced the item and shared that every few years the department does a Request for Proposal for engineering and planning services per guidance from the Federal Aviation Administration. Director Turner then introduced projects administrator Erin Powers. Ms. Powers stated that the item before the Commission is an annual services contract for the department to receive on-call services with Jviation for the remainder of FY 20-21. The department was due to complete a five-year consultant selection process as the last one was done in 2016. Ms. Powers detailed the five-step selection process

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which includes FAA approval, advertisements, submittal reviews, interviews, and consultant selection. The department received six Statements of Qualifications from consulting firms and three firms were invited to an interview. Jviation was unanimously selected by the interview committee. Ms. Powers introduced Travis Vallin who is a partner with Jviation. Mr. Vallin stated that he would serve as the project director and Matt Gilbreath would serve as the project manager. Mr. Vallin also stated that JD Ingram is a business partner who heads the California practice. Mr. Vallin and Mr. Ingram responded to general questions posed by Commissioners.

Adriana Van der Graaf moved to approve staff's recommendation and Steve Weiss seconded the motion. All Commissioners voted in favor and the motion passed unanimously.

7. DIRECTOR'S REPORT

Director Kip Turner reminded the Commission that he anticipates bringing back the private hangar lease item in March. The item would come before the Aviation Advisory Commission on March 1, 2021, the Camarillo and Oxnard Airport Authorities on March 11, 2021, and the Board of Supervisors on March 23, 2021. Director Turner shared that a virtual meeting with private hangar owners took place today to discuss the proposed lease. Mr. Turner provided an update on the Northeast Hangar Development project at Camarillo Airport. Phase 1 (construction of 41 County-owned hangars) of the project is nearing completion and Airport staff has a final walk-through tomorrow morning. Staff continues to work on hangar waitlist protocols that will roll out once the hangars are available to rent. Mr. Turner anticipates that the hangars can be filled beginning in the early part of March.

Regarding the master plan study for both Camarillo and Oxnard airports, Director Turner shared that the first public workshop is scheduled on May 13, 2021. Publication materials for the workshop are being prepared and a planning advisory committee is being put together. Regarding the Oxnard Airport runway reconstruction project, Mr. Turner stated it is right at 100% design. A final public workshop will take place after the department receives a grant from the Federal Aviation Administration which could be in the May timeframe. Construction is anticipated to begin in June assuming the grant comes through. If the grant were to be delayed then the construction start date could be pushed back.

Lastly, Mr. Turner shared that the department has invested in technology which includes a platform to conduct virtual meetings. Beginning in April, Airport staff will conduct the virtual meetings from the administrative offices at Camarillo Airport. He added that when in-person meetings are allowed the venue for the public meetings will be the Oxnard Airport terminal.

8. REPORTS

Monthly Activity Report – December 2020
Monthly Noise Complaints – December 2020
Consultant Reports – December 2020
Airport Tenant Project Status – January 2021
Project Status – January 2021
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE

Notice re: Oxnard Airport Runway 7-25, Taxiway Connectors, and Parallel Taxiway Reconstruction Project Tenant Workshop Update (final workshop is anticipated to be held in April/May 2021)

Letter dated January 8, 2021 from John Feldhans to Steve Roberts re: Special Activity Permit for Maintenance and Repair of Private Hangars on Oxnard Airport

Letter dated January 21, 2021 from Madeline Herrle to Ron Rasak, RKR Incorporated re: Camarillo Airport Lease Agreement

Correspondence was received and filed.

10. COMMISSION COMMENTS

None.

11. ADJOURNMENT

There being no further business, the February 11, 2021 meeting of the Aviation Advisory Commission was adjourned at 5:38 p.m.

KIP TURNER, C.M.
Administrative Secretary



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

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March 1, 2021

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

Subject: Approval of the Revised Form Hangar Lease Agreement for Privately Owned Hangars at the Camarillo and Oxnard Airports to Replace Month-to-Month Leases with Term Leases; Authorization for the Director of Airports or His Designee to Terminate All Existing Month-to-Month Hangar Lease Agreements for Privately Owned Hangars and to Sign the Revised Form Lease Agreement with Tenants of Existing Hangars.

Recommendations:

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

1. Approve the revised form hangar lease agreement for privately owned hangars at the Camarillo and Oxnard Airports (Exhibit 3), to replace the current month-to-month leases with term leases; and
2. Authorize the Director of Airports or his designee to terminate all existing month-to-month lease agreements for privately owned hangars and to sign the revised form lease agreement in Exhibit 3 with tenants of existing privately owned hangars.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

Since 1985, the Department of Airports (Department) has been using the same form to lease land to private owners of aircraft storage hangars at the Camarillo and Oxnard Airports. That form, a sample of which is attached as Exhibit 1, is outdated and no longer

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meets the Department's needs. So, beginning in 2015, prompted in part by tenants' requests to be able to sublease their hangars, in part by concerns over tenants' uses of their hangars, and in part by various inadequacies of the current lease form, the Department has been attempting to update the lease form. These efforts have included obtaining the help of a third-party facilitator; meetings with a committee of various stakeholders at the County's airports; two town-hall-style meetings; numerous workshops, presentations, and meetings with tenants and hangar tenant association groups; and discussions at the Airport Advisory Commission and Camarillo and Oxnard Airport Authorities meetings. A great deal of time, energy, and funds have been spent on this process.

During a joint meeting between the Department of Airports and the Ventura County Hangar Owners and Tenants Association (VCHOTA) in September 2019, the Department of Airports presented a staff-proposed recommendation for revising the lease agreement, with the understanding that any staff-proposed draft lease recommendation would require approval of the Board of Supervisors prior to becoming a valid final revised lease. The staff-proposed draft lease, consistent with the recommendation presented to VCHOTA, was then presented for your consideration and approval during the March, 2020 Aviation Advisory Commission and the Camarillo and Oxnard Airport Authority regularly scheduled meetings. Staff was requested by the Camarillo and Oxnard Authorities, to further review and report back on six sections of the proposed agreement based on discussion during the March 2020 meetings.

The sections that staff were requested to review and report back on include:

- Section 1: This was revised to remove pilot's license number
- Section 10: Revised to allow one car and one golf cart in all hangars, and to allow two cars and one golf cart if hangar is over 1,500 sq. ft.
- Section 26 (Now Section 27): Not revised
- Section 35 (Now Section 36 & 37): Revised to split assignment and subletting into two sections
- Section 38 (Now 39): Revised to remove minor violations
- Section 46 (Removed): Deleted provisions required by FAA only for commercial leases

A revised draft of the proposed lease agreement was sent to all private hangar owners on February 1, 2021 seeking additional comment and feedback. Staff hosted a virtual meeting to discuss these items and other questions or concerns that tenants may have with the proposed agreement on February 11, 2021. Staff has received additional input from tenants on these and other points which led to a few final suggested edits for consideration which are illustrated in Exhibit 2.

This revised agreement (Exhibit 3) will be required to be approved by a four-fifths vote of the Board of Supervisors for final adoption and use by the Department of Airports.

The proposed revised lease agreement adds, improves, or clarifies numerous provisions, including the lease term, assignment and subleasing, storage of additional aircraft, storage of non-airworthy aircraft, storage of a motor vehicle, storage of other non-aeronautical items, relocation of the hangar, default notice procedures, maintenance of the hangar, utilities, trash, airport security, fire hazards, and termination expectations. The revisions also remove obsolete requirements, reflect current requirements and practices, and conform to other County airport lease agreements in format and content. The proposed revised lease is intended primarily for *existing* private hangar owners however will also serve as a template for new private hangar owners. (The Department of Airports will propose other lease forms at a later date for County-owned hangars that are leased on a month-to-month basis.)

Key terms of the proposed revised lease for existing private hangar owners include:

- **Term:** 20 years
- **No reversion:** At end of term, owners of existing hangars would have the option to either:
 1. Enter into a new lease,
 2. Sell or transfer the hangar to another owner, or
 3. Remove or relocate the hangar.
- **Subletting allowed** with County approval of both subtenant and written sublease
- **Motor vehicle allowed:** 1 for first 1,500 s.f. of hangar space plus one golf cart, and a second vehicle allowed if hangar exceeds 1,500 sq. ft. plus a golf cart (boats and RVs excluded)
- **Additional aircraft under construction allowed** for two years with County approval, plus extensions if approved

After a revised lease has been approved by the Board of Supervisors, the Department of Airports will then send out a 90-day notice to existing tenants informing them of the need to swap over to the new revised lease. The Department anticipates that all tenants will switch to the new lease, and we intend to work with tenants to ensure the switch happens smoothly. But it is the Department's intent to transition all existing privately owned hangar leases to the new term format.

If you have any questions regarding this item, please call me at (805) 388-4372.



KIP TURNER, C.M.
Director of Airports

Attachments:

- Exhibit 1 – Existing privately owned hangar lease form
- Exhibit 2 – Proposed revised privately owned hangar lease form (track changes)
- Exhibit 3 – Proposed revised privately owned hangar lease form

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PRIVATELY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

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

WITNESSETH:

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

EXHIBIT 1

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

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

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

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

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

26. Lessee is the owner of the following aircraft:

Plane # _____ Make: _____

Registered owner: _____

Address: _____

Phone #: _____

Business Phone: _____

Type of Pilot's License _____

Pilot's License #: _____

Hangar #: _____

Insurance Co. _____

Airport: _____

Policy No. _____

Phone # _____

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

LESSEE

COUNTY OF VENTURA
LESSOR

BY _____

County Agent

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PRIVATE HANGAR GROUND LEASE AGREEMENT

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

- 1. **PROPERTY LEASED** County grants to Lessee the right to occupy and use the land (Premises) occupied or to be occupied by an aircraft storage hangar described below (Hangar) for non-commercial storage of the aircraft described below (Aircraft) and other personal property described in this Agreement at the airport identified below (Airport) or otherwise allowed by Airport rules and regulations. The dimensions of the Premises are the dimensions of the Hangar's footprint and any other land or space as described in this Agreement.

_____ Airport	_____ Hangar or Premises description
_____ Aircraft make and model	_____ FAA registration (tail) number
_____ Lessee and registered owner	_____ Telephone number
_____ Address	_____ Business telephone number
_____ 	_____ Cell phone number
_____ 	_____ E-mail address
_____ Type of pilot's certificate	
_____ Insurance company	_____ Policy number

NOTE: For Aircraft Under Construction (defined in section 9), see section 19 for documents required in addition to insurance requirements.

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2. **TERM** The term of this Agreement is 20 years commencing on _____ and terminating on _____.

At the expiration of the term, Lessee must either transfer ownership of the Hangar and its appurtenances to another party, enter into a new lease agreement with County, or remove the Hangar at Lessee's own cost, which removal must be accomplished no later than the termination or expiration date of this Agreement.

3. **HOLDOVER** If Lessee holds possession of the Premises after the expiration of the term of this Agreement or any extension thereof, with consent of County, either expressed or implied, Lessee will become a tenant from month to month. Lessee must pay the Daily Hangar Fee, and all rent(s) for the holdover tenancy will be adjusted to reflect the rate shown in the Rent and Fee Schedule adopted by County's Board of Supervisors (Rent and Fee Schedule) that is in effect at the expiration of the term of this Agreement and adjusted annually thereafter as shown in the then-current Rent and Fee Schedule. The notice requirements of section 56 notwithstanding, the holdover tenancy may be terminated by either party for any reason or no reason by giving 30 days' prior written notice by certified mail to the other party. All other terms and conditions of this Agreement will remain unchanged during the holdover tenancy.
4. **PERMITTED USES** Except as described below, Lessee is permitted to use the Hangar only for non-commercial storage of the Aircraft described in this Agreement and for other non-commercial purposes as approved by this Agreement and in compliance with all Airport Rules and Regulations. If no Hangar exists on the Premises on the effective date of this Agreement, Lessee may construct a Hangar as provided elsewhere under this Agreement. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items are allowed to be stored in hangars provided the items are in compliance with Airport Rules and Regulations, do not interfere with the aeronautical use of the hangar, do not impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar, and comply with FAA Final Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended. All uses, stored items, and activities must comply with all federal, state, and local laws, including, but not limited to, all applicable state and local building and safety standards and codes and Airport rules and regulations; and must comply with all federal grant assurances, guidelines, and airport deed restrictions. Storage is only allowed inside of the Hangar. Any unapproved use of the Premises will constitute a default.
5. **COMMERCIAL ACTIVITY** Lessee may not conduct any commercial activity on or near the Premises, regardless of whether Lessee or any other occupant of the Premises holds a commercial activity permit from County. Lessee may use the Hangar to store the Aircraft, even if the Aircraft is used to support a commercial activity, but only if no commercial activity aside from mere storage of the Aircraft takes place in or near the Hangar. Non-profit flying clubs registered with County

are not considered a commercial activity under this section.

6. **PROOF OF OWNERSHIP** Both the Aircraft and the Hangar described in this Agreement must be owned by either: Lessee; a single corporation or company of which Lessee is an officer and shareholder; a single association of which Lessee is a partner, officer, or trustee; or a non-profit flight club registered with the County, of which Lessee is a member and part owner of the Aircraft.

If Lessee is not the sole owner of the Aircraft, then Lessee must have sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to do so. If Lessee is not the sole owner of the Hangar, then Lessee must have sufficient authority, ownership, possession, and control of the Hangar to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Hangar to do so.

Ownership of the Aircraft must be shown by providing to County a copy of the current Federal Aviation Administration (FAA) Certificate of Aircraft Registration. If the Aircraft is registered with the FAA as being owned by a corporation, then a copy of the articles of incorporation or other corporate document showing that Lessee is an officer and shareholder of the corporation must be provided to County. If the Aircraft is registered with the FAA as being owned by a partnership, company, non-profit flying club registered with County, or other association, including a trust, Lessee must provide to County documentation showing that Lessee is a partner, officer, member, or trustee of the partnership, company, association, flying club, or trust. In the ownership scenarios described in this paragraph, where Lessee is not the sole owner of the Aircraft, documentation must demonstrate that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to do all things required to comply with all terms of this Agreement, including, but not limited to, operate and move the Aircraft and open, access, close, secure, relocate, empty, vacate, maintain, and remove any contents from, the Hangar.

If the Aircraft is an Aircraft Under Construction, as defined in Section 9 of this Agreement, and not registered with the FAA, ownership of the Aircraft must be shown by providing a legal bill of sale or similar type County approved document naming the Lessee as owner and must include the Aircraft make and model being constructed.

The provisions of this section regarding Aircraft ownership and documentation also apply to a sublessee, if any, occupying the Hangar under a sublease approved in accordance with this Agreement. Ownership of the Aircraft and Hangar must be demonstrated to the satisfaction of County at or before each of the following events: (a) execution of this Agreement, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft or Hangar, (d) County approval of any sublease, and (e) a request by County. Any documentation showing ownership as required by this section must show, in addition to Lessee,

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every other owner of the Aircraft and every other owner of the Hangar.

7. **REPLACEMENT, DISPOSAL, TRANSFER OR SALE OF AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld, Lessee may sell, transfer, or dispose of the Aircraft or replace the Aircraft with another aircraft.

To obtain approval, Lessee must provide to County written notice of the sale, transfer, or disposal of the Aircraft within thirty (30) calendar days of the transaction or once the Aircraft is no longer being stored in the Hangar, whichever occurs first. The replacement aircraft's make, model, and FAA registration number, or bill of sale if replacement Aircraft is considered an Aircraft Under Construction, and the ownership, insurance, and airworthiness documentation required elsewhere in this Agreement, must be provided to County prior to storing the replacement aircraft in the Hangar.

In the event of sale, transfer, or disposal, of the Aircraft, the Aircraft must be replaced with an approved aircraft within six months of the date that the Aircraft is no longer stored in Hangar. County may provide an extension of time beyond six months if requested, to assist the Lessee in finding a replacement aircraft, if Lessee has demonstrated a need for a longer period. Any request for extension will be considered by the Director of Airports (Director), will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied.

Upon such aircraft replacement, this Agreement must be amended to reflect the replacement aircraft as the new Aircraft before the replacement aircraft may be stored in the Hangar. Replacement of the Aircraft will not constitute an assignment prohibited by this Agreement. No other aircraft is authorized to be stored on the Premises without prior approval from County. The Hangar should be kept clear for the storage of active aircraft that have been included and approved in this Agreement. Storage of unapproved aircraft or storage of non-aeronautical items that interfere with the storage of approved active aircraft will constitute a default.

8. **AIRWORTHINESS** Except where the Aircraft is an Aircraft Under Construction (defined in section 9 below), the Aircraft must be considered active or airworthy as defined or referenced by the FAA. County may, at any time, require Lessee to demonstrate that the Aircraft is considered active or airworthy. Lessee must produce the required documentation within 30 calendar days of the date that County requests such demonstration.
9. **AIRCRAFT UNDER CONSTRUCTION** A non-airworthy or inactive aircraft in the process of being built (including, but not limited to, the non-commercial construction of amateur-built or kit-built aircraft), or an aircraft in the process of being extensively restored or temporarily out of service in the process of becoming airworthy (Aircraft Under Construction) may be stored in the Hangar for up to two years. The County may provide an extension of time beyond two years if requested and if Lessee has demonstrated a need for a longer period of time. Any request for extension beyond the two years will be considered by the Director,

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will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied.

Before storing any Aircraft Under Construction, Lessee must first obtain County's written consent, which may be conditioned on Lessee making progress toward the aircraft becoming active or airworthy. County may require progress benchmarks at any stage to help ensure that the construction project proceeds towards completion in a reasonable time. County may consider more than one request by Lessee for Aircraft Under Construction for a given Hangar. Any request to store more than one Aircraft Under Construction in a single Hangar will be considered by the Director, will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied. Proof of ownership will be required for all Aircraft Under Construction requests.

10. **MOTOR VEHICLE PARKING, OPERATION, AND STORAGE** The parking of any Motor Vehicle (as defined below) within the Airport Operations Area (AOA) is permitted in designated locations only. Lessee's access to those locations is contingent upon compliance with the Airport Rules and Regulations, the Airport Security Plan (ASP), this Agreement, and relevant insurance requirements. Motor Vehicles may not be parked in any area of the AOA not designated for parking, or in any manner that may interfere with aircraft operations or otherwise pose a hazard to life or property.

All Motor Vehicles authorized inside the AOA require a Motor Vehicle Permit that must always be displayed while the vehicle is driven or parked within the AOA, including any vehicles authorized to park on Premises. Any Motor Vehicle operated or stored in the AOA or on the Premises without the permit displayed, or with an incorrect permit, is subject to removal from AOA or Premises at the owner's expense and may result in a Notice of Violation (NOV) and cancellation of the vehicle's permit.

Motor Vehicles authorized inside the AOA may be driven only by a licensed driver who has provided appropriate proof of insurance to County and has completed the required Driver Training test for Ventura County airports.

Lessee may store in the Hangar, in addition to the Aircraft, one golf cart and one other Motor Vehicle (defined below), and, if the Hangar's interior floor space exceeds 1,500 square feet, one golf cart and up to two other Motor Vehicles, if each Motor Vehicle is registered to Lessee or sublessee, if any, and if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended.

"Motor Vehicle" has the same meaning as provided by Vehicle Code section 415, except that "Motor Vehicle" includes a golf cart and does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Boats, personal watercraft, and recreational vehicles are prohibited in the AOA and on the Premises.

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Conditions may arise where it may be necessary for County to withdraw temporarily or permanently, without prior notice, the privilege of parking a Motor Vehicle in the Hangar. Failure to store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended, failure to remove any stored Motor Vehicle upon request, storage of any vehicle not authorized by this Agreement, or parking or operation of any Motor Vehicle inside the AOA in a manner not authorized by this Agreement will each constitute a default.

11. **ADDITIONAL STORED AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld or withdrawn, and if space permits, Lessee may store an additional aircraft as an "Additional Stored Aircraft" in the Hangar. Storage of an Additional Stored Aircraft in compliance with this Agreement will not constitute a prohibited transfer or assignment of the interest conveyed by this Agreement. Lessee must provide County prior written notice of Lessee's intent to store an Additional Stored Aircraft. The Additional Stored Aircraft and its owner and operator must be registered with the Department of Airports and are subject to all laws, rules, regulations, and terms of this Agreement, in the same manner and to the same extent as Lessee and the Aircraft. The Additional Stored Aircraft is subject to the ownership and documentation requirements of section 6 of this Agreement. Before any Additional Stored Aircraft may be stored in the Hangar, this Agreement must be amended to reflect the addition of that Additional Stored Aircraft. Conditions may arise where it may be necessary for County to withdraw temporarily or permanently, without prior notice, the privilege of storing an Additional Stored Aircraft in the Hangar. Failure to obtain approval for storage of any Additional Stored Aircraft, failure of any Additional Stored Aircraft to comply with all terms of this Agreement, or failure to amend this Agreement as required above will each constitute a default.
12. **RELOCATION OF HANGAR** The precise location of the Premises where the Hangar is located is subject to County's discretion and modification. County may compel relocation of the Hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of Lessee or if relocation is due to termination of this Agreement.
13. **USE OF AIRPORT FACILITIES** Lessee has the nonexclusive right to the use of the public rest rooms, roadways, and other public places and public facilities provided by County on the Airport.
14. **RENT** Lessee agrees to pay, as consideration, the monthly rent, in advance, within 10 days after the first day of each and every month of the term. Partial months will be prorated. Rent and lease deposits are those specified by the then-current Rent and Fee Schedule and as further defined in this Agreement, and will automatically change upon the Rent and Fee Schedule's approval from time to time.

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15. **FAILURE TO PAY WHEN DUE** Failure to pay rent monthly, in advance, will constitute a default of this Agreement.

Lessee acknowledges that the late payment of rent or any other sums due under this Agreement will cause County to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any rent or any other sum due County is not received by County within 10 days after the first day of the month, a late fee as specified by the then-current Rent and Fee Schedule will be added to the balance due, and the total sum will become immediately due and payable to County, as liquidated damages. An additional late fee will be added for each additional month or portion thereof that said payment remains unpaid.

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

16. **SECURITY DEPOSIT** Lessee agrees to pay County, concurrently with the execution of this Agreement, a lease deposit in the amount of one month's rent as security to ensure Lessee's conformance with the terms of this Agreement.

All or any portion of the deposit is available unconditionally to County for correcting any default or breach of this Agreement by Lessee or Lessee's successors or assigns, or for payment of costs incurred by County as a result of the failure of Lessee or Lessee's successors or assigns to faithfully perform all the terms, covenants, and conditions of this Agreement.

If, at any time during the term of this Agreement, any rent or other sum payable to County is overdue and unpaid, County may, at County's option, apply any portion of this security deposit to the payment of any overdue rent or other sums due and payable to County under this Agreement. Should the entire security deposit, or any portion thereof, be appropriated and applied by County for the payment of overdue rent or such other sum due and payable to County by Lessee, then Lessee must, within 30 days after written demand by County, restore the security deposit to the required amount, along with any past due rent. Lessee must maintain the required security deposit throughout the term of this Agreement. Failure to maintain or restore the security deposit will constitute a default. The security deposit will be rebated, reassigned, released, or endorsed to Lessee or order, as applicable, at the end of the term of this Agreement, provided Lessee is not then in default and has performed all obligations required to be performed upon termination.

17. **ALTERATIONS BY LESSEE** As part of the consideration for this Agreement, Lessee must make improvements, alterations, or additions to the Premises as

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needed to maintain the Hangar in a safe and structurally sound condition. If no Hangar exists on the Premises on the effective date of this Agreement, Lessee may construct a Hangar as an improvement on the Premises (New Hangar), provided the construction, use, and maintenance of the Hangar so constructed is first approved by County and complies with all terms of this Agreement.

- a) Lessee may make these improvements, alterations, or additions to the Premises, provided, however, that approval of such improvements, alterations, or additions must be obtained in advance in writing from the Director. Such approval will not be unreasonably withheld.
- b) All improvements, alterations, and additions must conform with the then-current Department of Airports Minimum Development Standards, the Ventura County Building Code, and all other applicable federal, state, and local codes, regulations, and laws, as may be amended from time to time.
- c) Any alterations or improvements, including permits, permit fees, utilities, easements, etc. will be at Lessee's sole cost. Lessee may not allow, permit, or otherwise incur a lien of any sort or kind against the Premises, and doing so constitutes a default. Lessee must, within 30 days of County's demand for same, reimburse to the County any costs incurred by County to remove or satisfy such a lien. County's demand for reimbursement will constitute the notice to remedy a default required by section 40 of this Agreement, and Lessee's failure to reimburse County within 30 days of such demand is grounds for termination of this Agreement without further notice.
- d) At the termination of this Agreement, any New Hangar becomes a part of the Premises; all rights, title, and interest in the New Hangar vest in the County; and the New Hangar may not be removed or transferred at the termination of this Agreement except where County has given prior written approval of such removal or transfer. Where County has approved or requested removal of the New Hangar, Lessee must, upon termination of this Agreement, remove the New Hangar at Lessee's sole cost.

18. **SIGNS AND ADVERTISING** Lessee may not erect or display, or permit to be erected or displayed, on the Airport or the Premises, any sign or advertising matter of any kind (including, but not limited to, "For Sale" signs) without first obtaining the written consent of the Director. Such consent will not be unreasonably withheld but will be conditioned on compliance with the then-current County policy regarding signs at the Airport. Lessee must obtain all necessary applicable permits after securing the Director's written approval of signs or advertising matter. Signs and advertising matter that are not visible from outside the Hangar when the Hangar is closed are not subject to this section.

19. **INSURANCE** Lessee (including, but not limited to, its assigns, sublessees, and purchasers) must maintain and keep in force during the term of this Agreement, for the mutual benefit of County and Lessee, at Lessee's sole cost, the following types of insurance:

- a) New Hangar if the Hangar is a New Hangar (as defined elsewhere in this Agreement), a policy covering damage to the Hangar, in an amount at least

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~~equal to the value of the Hangar Property and liability insurance in an amount at least equal to the value of the property and any item(s) and/or property contained therein.~~

- b) **Airworthy Aircraft** Aviation General Liability (AGL) policy covering AGL on an "occurrence" basis, including airport premises liability, products and completed operations, property damage, and bodily injury, with limits no less than \$1,000,000 per occurrence. ~~Comprehensive Automobile Liability Policy if operating Motor Vehicles within the AOA, Comprehensive Automobile Liability insurance for all owned, non-owned, and hired vehicles operated within the AOA in the amount of \$1,000,000 per occurrence.~~
- c) **Non-Airworthy Aircraft, Aircraft under Construction, and Aircraft with Expired FAA Registration** AGL policy covering Ground Only Liability on an "occurrence" basis, including airport premises liability, products and operations, property damage, and bodily injury, with limits no less than \$1,000,000 per occurrence. Additionally, for aircraft that have expired registration, are not airworthy, or are Aircraft Under Construction, a signed statement to that fact with a promise to obtain the insurance required by this section for Airworthy Aircraft before operating said aircraft and must be provided to County.
- d) All insurance required will be primary coverage with respect to County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- e) County must be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. County (as the County of Ventura) must be named as an additional insured on the AGL policies for any work done by Lessee under the terms of this Agreement.
- f) Policies may not be canceled, non-renewed, or reduced in scope of coverage until after 30 days' written notice has been given to County. Each policy must include this provision.
- g) Lessee agrees to provide County with the following insurance documents on or before the effective date of this Agreement, except for renewal documents, which Lessee must provide when they become effective:
1. Certificates of insurance for all required coverage, including renewal documents.
 2. The above policies must name County and the Department of Airports as additional insureds and include use of premises incidental to use of aircraft.
 3. Failure to provide these documents within 30 days upon request or change of insurance may constitute grounds for immediate termination of this Agreement. County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
- h) **Use of County Property and Hangar** Lessee may not, by Lessee's own or Lessee's agent's actions, cause any increase in County's insurance rates or damage to County's property. All uses of the Hangar must conform to all airport rules and regulations and state and local building and safety standards and codes.

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i) **Loss** County is not responsible for any theft, loss, injury, damage, or destruction of the Hangar, Aircraft, or other property stored in the Hangar, or for injury to Lessee, except where later determined by a court of competent jurisdiction to have been caused solely by County's own negligence.

20. **TAXES AND ASSESSMENTS** The interest conveyed by this Agreement may be subject to real property taxation and assessment. In such event, Lessee must pay, before delinquency, all taxes or assessments that at any time are levied by the state, county, city, or any other taxing authority upon the Premises or Hangar and any other improvements or fixtures located on the Premises. Lessee must also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used on the Premises.

21. **UTILITIES** Subject to reimbursement from Lessee, and except as otherwise provided by the Rent and Fee Schedule, County will pay fees for water, sewer, and electricity for hangar ground lease agreements that are associated with County-owned meters or agreements for these services. Lessee must pay for all electronic, computer, or telephone equipment installed, used, or operated by Lessee on the Premises. Lessee expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Premises.

It is expressly understood by Lessee that County makes no guarantee regarding the presence or future availability of any utility, water, or other amenity not in place at the commencement of this Agreement. Extension of all utilities not already provided to the Premises, including but not limited to, water, sewer, or electrical service, will be the sole responsibility of the Lessee and at Lessee's sole cost. Lessee must obtain County's written approval before having any such service or utility installed on Premises.

22. **TRASH AND RUBBISH SERVICES** Subject to reimbursement from Lessee, and except as otherwise provided by the Rent and Fee Schedule, Lessee may use Department of Airports provided dumpsters located nearest the Premises for disposal of trash, so long as said trash does not include construction materials, waste oil, hazardous materials, or the like. Lessee must ensure the Premises are kept free of all trash and rubbish materials.

Lessee may use the waste oil receptacles provided at the Airport for the incidental disposal of any waste oil generated from the regular servicing of the Aircraft.

23. **OPERATIONS AND COOPERATION BETWEEN TENANTS** Lessee must conduct its operations in an orderly and proper manner, must cooperate with all other tenants and users of the Airport, and must at all times use the Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users or tenants. Lessee is responsible for the

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conduct, demeanor, and appearance of its employees, contractors, agents, guests, invitees, and those persons doing business with Lessee.

Any difference or conflict that may arise between Lessee and other users or tenants will be adjusted and determined by the Director in the Director's sole discretion, and such adjustment and determination will be final and not subject to appeal. Lessee must immediately after such adjustment and determination take reasonable steps to comply with such adjustment and determination, and failure to do so will constitute a default. If Lessee's lawful enjoyment of Lessee's tenancy is impaired because of any act or omission of another tenant, Lessee will have no claim against County on that account.

24. **CONDITION OF PREMISES** Lessee has examined and knows the condition of the Premises, has received the same "as is," and acknowledges that no representations as to the condition of the Premises have been made by County prior to or at the execution of this Agreement.
25. **REPAIR AND MAINTENANCE OF PREMISES** Lessee must keep the Premises and its improvements in a clean and healthful condition according to all applicable governmental statutes, rules, ordinances, regulations, and the Airport Rules and Regulations, and in accordance with any direction of duly authorized public officers during the term of the Agreement, all at Lessee's sole cost. Lessee must keep the Premises free of grease, oil, rags, paper, and other debris. Lessee must also keep the area within ten (10) feet immediately in front of and surrounding the Hangar clear of weeds, trash, and other debris.

Lessee must maintain the Hangar in good condition, and must make, at Lessee's own cost, all repairs and replacements necessary to that end, including, but not limited to, maintenance and replacement of the roof, siding, door, and utility infrastructure. Lessee must paint the exterior of the Hangar, as needed and reasonably directed by County, ~~which will include at a minimum painting the Hangar within the first two years of this Agreement if Hangar has not been painted within the previous five years, and then again no later than every eight years beyond,~~ with specifications and color to be approved in writing by County.

County will be the sole judge of the quality of the maintenance and, upon written notice by County to Lessee, Lessee must perform whatever maintenance County deems reasonable or necessary. If said maintenance is not begun by Lessee within 30 calendar days of such notice or completed within the time prescribed in such notice, County has the right to enter upon the Premises and perform the necessary maintenance at Lessee's sole cost, and such costs will be billed to Lessee, who must make payment in full within 30 days of said billing. Failure to begin maintenance within 30 days of notice to perform maintenance, failure to complete maintenance within the time prescribed in such notice, and failure to pay the billed costs for such maintenance within 30 days of such billing will each constitute a default.

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26. **COUNTY ACCESS TO HANGAR** County and its authorized agents may have access to the Hangar, with reasonable notice provided for non-emergency access, for any lawful purpose, including, but not limited to, inspections, making necessary improvements, an annual inspection of Lessee's fire extinguisher, and to confirm compliance with the terms of this Agreement.
27. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES** Lessee agrees to abide by all applicable statutes, ordinances, orders, laws, rules, regulations, minimum development standards, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and offices thereof, including, but not limited to, applicable state and local building and safety standards and codes, the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), the most current Rent and Fee Schedule, and the FAA Policy on the Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, or the current version thereof, which may be amended from time to time.
28. **INTERFERENCE** Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.
29. **AIRPORT SECURITY AND ACCESS** Lessee acknowledges that security of the Airport is of primary importance. Lessee is responsible for ensuring that access to the AOA is restricted to invitees under the control and direction of Lessee, and Lessee must ensure that all gates and access ways (paved or otherwise) remain closed to the general public.

Lessee acknowledges and agrees that security of Lessee's personal property is solely the responsibility of Lessee and will ensure that adequate insurance, protective measures, or both are taken to protect Lessee's property from destruction, damage, theft, or other casualty. It is agreed and understood that the County assumes no liability or responsibility for the security of Lessee's property.

The County is under no obligation to provide security to the Premises. If at any time during the term of this Agreement, additional security requirements are imposed on the Ventura County Airports by any federal, state, or local agency, or if new security requirements are required so as to ensure the safety and well-being of all Airport users, Lessee must comply with such additional security requirements, at Lessee's sole cost, upon written notice of such requirements by County. If County is fined or penalized by the FAA or Transportation Security Administration (TSA) for a security violation caused by Lessee, Lessee must immediately reimburse the County upon written notice of same.

Lessee must comply with, and is responsible for ensuring that Lessee's employees, contractors, agents, and guests comply with, all applicable federal, state, and local airport security and access requirements, policies, and rules and regulations as updated or implemented from time to time. County may, in its sole discretion for County's convenience, provide Lessee one or more access keys, cards, or other media (Access Media) to enable Lessee to enter the secured area

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of the Airport. Lessee accepts sole responsibility for all such Access Media, including those issued to others at Lessee's request. At the termination of any such arrangement, Lessee must return such Access Media to the Department of Airports office immediately. County may, at any time, for any reason, and without prior notice, substitute, modify, revoke, or disable Access Media provided to Lessee or to others and provide alternative means to gain access to the Premises.

30. **LESSEE MAINTENANCE OF AIRCRAFT AND USE OF SERVICES** Self-maintenance activities are limited to those items listed in Code of Federal Regulations, Part 43, Appendix A, Sub-Part C (Preventive Maintenance) unless Aircraft is approved in this Agreement as an Aircraft Under Construction. Said work must be performed only by the named owner of the Aircraft or the owner's employees, and only in areas designated for that purpose by the County. Only the Aircraft approved in this Agreement may be maintained or repaired in the Hangar.

If Lessee desires to engage or use the services of another person or service provider in connection with any aircraft work or repair, other than repair facilities established at the Airport or a service provider permitted by County to perform aeronautical services at the Camarillo or Oxnard Airports, Lessee must give written notice of such intention to County before commencement of any work. Said notice must state the name, address, and qualifications of any person who will perform the work, and such person must possess all required permits for performing the work, be in full compliance with applicable FAA certification requirements, and be approved by County prior to performing maintenance on the Aircraft. This section does not limit the Aircraft owner's authority to perform work on the Aircraft (as permitted by FAA Regulations) in the Hangar or areas on the Airport approved by County, nor does it limit the rights extended to mobile mechanics, technicians, and other service providers permitted by County for such activity. Lessee's use of an aviation service provider not in compliance with this Agreement, Airport Rules and Regulations, Airport Minimum Standards, the Airport Rent and Fee Schedule, or any of these, will constitute a default.

31. **NO SMOKING PROVISIONS** Under the Ventura County Comprehensive Smoke-Free Ordinance, Ventura County Ordinance Code section 6707 et seq., smoking, vaping, and the use of tobacco products in all vehicles, buildings, and other areas owned or under the legal control of County, including, but not limited to, the Premises, are prohibited, except for smoking areas designated by the Ventura County Executive Officer or Public Health Department Director.
32. **FIRE REGULATIONS/FIRE EXTINGUISHER** Lessee must at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention, and must furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places on the Premises. The fire extinguisher(s) must meet or exceed current National Fire Protection Association standards for aircraft hangar use and be charged and ready for immediate use as required by fire regulations and applicable laws and ordinances. If Lessee receives an

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inspection notice or a deficiency notice following an inspection by the fire department with jurisdiction over the Premises or by County, Lessee agrees to make any and all corrections in the manner required by the fire department or County within 30 days after receipt of such notice.

33. **HAZARDOUS MATERIALS AND HAZARDOUS WORK** Hazardous materials stored in the Hangar must be stored in state Department of Transportation approved containers and disposed of according to hazardous waste requirements, as required by law. The total volume of the stored hazardous materials may not exceed five U.S. gallons. The storage of aircraft engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in the Hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), hot work (as defined in the California Fire Code and including, but not limited to, cutting, welding, brazing, soldering, and grinding), chemical stripping, chemical washing, and painting (except as described elsewhere in this Agreement). The use of power tools that increase the hazard of fire is strictly prohibited. These precluded activities may be performed solely in a location assigned for such purpose by County. Touch-up painting of small areas on an aircraft, not to exceed one square foot total within any 48-hour period, is permitted. Hot work to the Hangar building itself is permitted if performed by a person properly licensed to perform such work. Lessee, and persons performing work on Lessee's behalf, must at all times comply with all applicable state and local laws, ordinances, regulations, and fire prevention codes.

34. **CONTAMINATION AND POLLUTION** Lessee, solely at Lessee's own cost, must provide clean-up of the Premises, other property, or natural resources contaminated or polluted due to Lessee activities. All fines, penalties, or punitive or exemplary damages incurred by Lessee due to contaminating or polluting activities of Lessee will be borne entirely by Lessee.

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36.35. **STORMWATER POLLUTION** Lessee must undertake all reasonably necessary actions to minimize the exposure of stormwater to polluting materials generated, stored, handled, or otherwise used on the Premises.

37.36. **ASSIGNMENT** The interest conveyed by this Agreement may not be assigned or transferred in whole, except upon sale or transfer of the Hangar, as provided elsewhere in this Agreement. No assignment or transfer in whole may be made, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or transferee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale or transfer of the Hangar and to Aircraft and Hangar ownership. Any attempt to assign or transfer the interest conveyed by this Agreement without compliance with this section is void and will constitute a default.

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~~38-37.~~ **SUBLETTING** The interest conveyed by this Agreement may not be transferred in part, sublet, assigned in part, or otherwise encumbered in part, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or sublessee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale or transfer of the Hangar and to Aircraft and Hangar ownership, and County's prior written approval of a written sublease. Any sublease must incorporate all terms of, and be subordinate to, this Agreement. Any attempt to transfer in part, assign in part, or sublet this Agreement without compliance with this section is void and will constitute a default.

~~39-38.~~ **DOCUMENT PROCESSING FEE** As required by the Rent and Fee Schedule, Lessee must pay a Document Processing Fee for the drafting or processing of Lessee-initiated documents relating to this Agreement, including, but not limited to, any amendment, consent, change of ownership, or other approval or modification. County-initiated documents are exempt from the processing fee.

~~39.~~ **DEFAULT OR BREACH** Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of its terms or conditions, the other party must give written notice to remedy the default or breach. If the default or breach is not remedied within 30 calendar days following such notice, the other party may, at its option, terminate this Agreement.

~~Notwithstanding the foregoing, when Lessee has committed, threatened to commit, or attempted to commit, any of the following, the County need not provide the 30-calendar-day notice described in the previous sentence:~~

- ~~a) An act that any statute applicable to California describes as a felony;~~
- ~~b) A deliberate act of violence against any person;~~
- ~~c) On any County-owned airport, an act that any statute applicable to California describes as a misdemeanor, or~~
- ~~d) A failure to comply with a lawful instruction of any Department of Airports employee or agent.~~

The enumeration in this Agreement of various grounds for default does not mean that such enumerated grounds are the only grounds for default. Termination as provided in this section does not constitute a waiver of damages or any other remedy available to either party because of such default. Each term and condition of this Agreement is both a covenant and a condition.

~~40.~~ **IMMEDIATE TERMINATION** County may terminate this Agreement immediately, at any time and without prior written notice, when facts known to County provide a reasonable basis to believe that Lessee has committed, threatened to commit, or attempted to commit, any of the following:

- ~~a) An act that any statute applicable to California describes as a felony;~~
- ~~b) A deliberate act of violence against any person;~~
- ~~c) On any County-owned airport, an act that any statute applicable to California~~

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~~describes as a misdemeanor; or
d) A failure to comply with a lawful instruction of any Department of Airports-
employee or agent.~~

41.40. REQUIREMENTS UPON TERMINATION Upon termination of this Agreement:

- a) Lessee must vacate the Premises and deliver same to County in good order and condition.
- b) Lessee must, at its own cost, remove all aircraft from the Premises. If the termination was for any reason other than the expiration of the term of this Agreement, Lessee must remove all aircraft within 30 calendar days of the termination. If Lessee does not timely remove all aircraft, all remaining aircraft may be removed by County and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost of moving the aircraft must be paid by Lessee. Once moved to another location on the Airport, Lessee must remove all aircraft from the Airport within three days of their removal from the Premises. If, after such time, all aircraft are not removed from the Airport, County may commence lien sale proceedings as provided by law. This subsection will survive the termination of this Agreement.
- c) Lessee must also, at its own cost, remove all personal property of any kind, other than aircraft, owned or placed on the Premises by Lessee, along with all debris, surplus, and salvage material. If Lessee does not remove, or has not completed removal of, all personal property within seven days after the termination, title to any remaining personal property will vest in County as provided by law. County may thereafter remove or cause to be removed or destroyed, such personal property left on the Premises, and in such event, Lessee must pay County the reasonable and actual cost of any such removal, sale, or destruction in excess of any consideration received by County as a result of any such removal, sale, or destruction. This subsection will survive the termination of this Agreement.
- d) Lessee must, no later than 30 days before the expiration of the term of this Agreement, provide County written notice of its intent to either negotiate a new lease with the Department of Airports, remove the Hangar, or transfer ownership of the Hangar, except that no New Hangar may be removed or transferred except as authorized in writing by County, as provided elsewhere in this Agreement.
- e) If the termination was for any reason other than the expiration of the term of this Agreement, if the Hangar is not a New Hangar, and if the Hangar is not otherwise transferred, Lessee must, at its own cost, within 90 calendar days of the termination, remove or transfer ownership of the Hangar, including its appurtenances. If Lessee does not timely remove or transfer ownership of the Hangar as required by this section, ownership of the Hangar will transfer to County as provided by law, and County may remove, destroy, or otherwise dispose of the Hangar at Lessee's cost. Transfer of the Hangar to a private party is subject to County's approval of a lease agreement with the new owner of the Hangar. This subsection will survive the termination of this Agreement.

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- f) If the Hangar is subject to removal or transfer under this Agreement, and if Lessee elects to sell or transfer the Hangar in place, Lessee must, before consummating the sale or transfer, advise the prospective purchaser or transferee of the terms of this Agreement, including, but not limited to, the provisions of section 6 relating to the ownership and registration of aircraft to be stored in the Hangar. Furthermore, Lessee must, as a condition of the sale or transfer, appear before County together with the prospective buyer or transferee to assure County that the prospective buyer or transferee is the registered owner of the aircraft to be stored in the Hangar, for the purpose of either assigning this Agreement or terminating this Agreement and executing a new agreement for lease of the land occupied by the Hangar. Lessee's failure to comply with this subsection may result in the buyer's occupying space on County property without authorization to do so, and may result in legal action as appropriate. Further, at the time Lessee notifies County of intent to sell or transfer the Hangar, Lessee must provide an inspection report to County that demonstrates that all improvements made to the Hangar by Lessee comply with the Ventura County Building Code. Failure to do so may result in County not approving the transfer.

42.41. LIEN Lessee hereby grants to County a lien against the Hangar, Aircraft, and all personal property that Lessee stores in the Hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Hangar and satisfy its lien in accordance with sections 1208.61 through 1208.70, inclusive, of the Code of Civil Procedure, and County may also take and recover possession of the stored Aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs in connection with the repossession of said Hangar, Aircraft, or personal property and assertion of the lien.

43.42. WAIVER AND NONWAIVERS The failure of County to (a) give any notice of default or breach of the Agreement, or (b) terminate the Agreement because of a default or breach thereof, or (c) exercise any other right conferred on it pursuant to this Agreement, will not be a waiver of any right or rights conferred by the Agreement nor will County be estopped to assert such right or rights at any reasonable time after County has knowledge of a breach or default.

No waiver of any default or breach constitutes a waiver of any other default or breach, whether of the same or any other term, covenant, or condition. No waiver, benefit, privilege, or service voluntarily given or performed by County or Lessee gives the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent to this Agreement does not constitute a waiver of any preceding default by Lessee other than a default in the payment of the particular rental payment so accepted, regardless of County's knowledge of the preceding

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breach at the time of accepting the rent, nor does County's acceptance of rent or any other payment after termination of this Agreement constitute a reinstatement, extension, or renewal of this Agreement or revocation of any notice or other act by County.

44.43. PARTIES BOUND AND BENEFITTED The terms and conditions of this Agreement will apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Agreement, and all of the parties to this Agreement are jointly and severally liable under this Agreement.

45.44. TIME Time is of the essence of this Agreement.

46.45. HOLD HARMLESS AND INDEMNIFICATION Lessee's use of the Premises, the Hangar, and property stored in the Hangar is at Lessee's sole risk. Lessee agrees to defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents, and volunteers, against any and all claims, lawsuits, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, whether against Lessee, County or others, arising directly or indirectly out of the obligations or rights herein described or undertaken or out of activities conducted or subsidized in whole or in part by Lessee, save and except claims or litigation later determined by a court of competent jurisdiction to have arisen through the sole negligence or wrongdoing and/or sole willful misconduct of County. Lessee agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

47.46. DESTRUCTION OF PREMISES If Premises are destroyed by any cause except Lessee's fault, or declared unsafe or unfit for occupancy by any authorized public agency for any reason except as caused by Lessee's fault, either wholly or in such a degree as to substantially impair Lessee's use of the Premises, then all rent due under the terms of this Agreement will cease as of the date of such destruction or declaration, and this Agreement will be terminated and Lessee must, at its own cost, remove all improvements and personal property from the Premises and surrender the Premises free of same to County within 90 days of such destruction or declaration. Nothing in this section precludes Lessee or County from agreeing to an alternative outcome.

48.47. FEDERAL GOVERNMENT EMERGENCY CLAUSE All provisions of this Agreement are subordinate to the rights of the United States of America to operate the Airport or any portion thereof during time of war or national emergency. Such rights supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

49.48. CONDEMNATION If the whole of the Premises is taken by a public authority

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under the power of eminent domain, then the term of this Agreement will cease on the day of possession by said public authority. If only a part of the Premises is taken under eminent domain, Lessee will have the right either to terminate this Agreement or to continue in possession of the remainder of the Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in effect, the minimum rent payable being reduced proportionately for the balance of the term of this Agreement. If a taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of Lessee will belong to Lessee, and those payments attributable to the reversionary interest of County will belong to County.

50-49. REMOVAL OF AIRCRAFT In the event that any aircraft occupying the Hangar is in violation of the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), this Agreement, or local, state, or federal law, it will constitute a default. Should County so notify Lessee, and Lessee fail to remedy such default as required by this Agreement, County may provide Lessee written notice that the aircraft must be removed from the Hangar. Upon such notice, Lessee must remove the aircraft from the Hangar within 48 hours of the time and date of such written notice. An aircraft not timely removed from the Hangar may be removed by County and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost of moving the aircraft must be paid by Lessee. Once moved to another location on the Airport, the aircraft owner must remove the aircraft from the Airport within three days of its removal from the Hangar. If, after such time, the aircraft is not removed from the Airport, County may commence lien sale proceedings as provided by law.

51-50. ENTIRE AGREEMENT This Agreement contains the entire agreement between the parties hereto, and no obligation other than those set forth in this Agreement will be recognized. This Agreement supersedes all proposals, negotiations, conversations, discussions, agreements, and representations, or any of these, whether oral or written, including, but not limited to, any custom or past dealing between the parties relating to the subject matter of this Agreement, that precede the effective date of this Agreement.

52-51. AGREEMENT MODIFICATION This Agreement may be altered or modified only in a writing signed by the parties hereto. In addition to the termination provisions elsewhere in this Agreement, this Agreement may be terminated in a writing signed by the parties hereto. Such alteration, modification, or termination may be executed by the Director, the Director's designee, or other authorized representative on behalf of County.

53-52. PARTIAL INVALIDITY If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

54-53. GENDER AND NUMBER For the purpose of this Agreement, the masculine or

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neuter form includes the masculine and feminine, the singular number includes the plural, and the plural number includes the singular, unless the context indicates otherwise.

55-54. JOINT AND SEVERAL LIABILITY If Lessee is not an individual, all individuals that comprise Lessee, and each of them, are jointly and severally liable for the performance of each and every obligation of Lessee under this Agreement.

56-55. ARTICLE HEADINGS Article headings in the Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

57-56. NOTICES AND PAYMENTS Notices and payments required by this Agreement may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, with any United States Post Office facility. Such notice to County must be addressed to Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010. Such notice to Lessee must be addressed to the address shown in section 1 of this Agreement or to another address later designated by Lessee via notice sent in compliance with this section. Such notice to Lessee may be issued by the Director, the Director's designee, the Director's successor, or other person at County's sole discretion.

Lessee warrants that the information provided in the spaces in section 1 of this Agreement is true and correct. Lessee and County hereby warrant that they are duly authorized to enter into this Agreement and have the legal authority to comply with all of its terms and conditions, and have executed this Agreement, on this _____, 20____.

LESSEE

COUNTY OF VENTURA

Signature

By: _____

Signature

Name

Name

County Agent

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PRIVATE HANGAR GROUND LEASE AGREEMENT

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

- PROPERTY LEASED** County grants to Lessee the right to occupy and use the land (Premises) occupied or to be occupied by an aircraft storage hangar described below (Hangar) for non-commercial storage of the aircraft described below (Aircraft) and other personal property described in this Agreement at the airport identified below (Airport) or otherwise allowed by Airport rules and regulations. The dimensions of the Premises are the dimensions of the Hangar's footprint and any other land or space as described in this Agreement.

_____ Airport	_____ Hangar or Premises description
_____ Aircraft make and model	_____ FAA registration (tail) number
_____ Lessee and registered owner	_____ Telephone number
_____ Address	_____ Business telephone number
_____ 	_____ Cell phone number
_____ 	_____ E-mail address
_____ Type of pilot's certificate	
_____ Insurance company	_____ Policy number

NOTE: For Aircraft Under Construction (defined in section 9), see section 19 for documents required in addition to insurance requirements.

2. **TERM** The term of this Agreement is 20 years commencing on _____ and terminating on _____.

At the expiration of the term, Lessee must either transfer ownership of the Hangar and its appurtenances to another party, enter into a new lease agreement with County, or remove the Hangar at Lessee's own cost, which removal must be accomplished no later than the termination or expiration date of this Agreement.

3. **HOLDOVER** If Lessee holds possession of the Premises after the expiration of the term of this Agreement or any extension thereof, with consent of County, either expressed or implied, Lessee will become a tenant from month to month. Lessee must pay the Daily Hangar Fee, and all rent(s) for the holdover tenancy will be adjusted to reflect the rate shown in the Rent and Fee Schedule adopted by County's Board of Supervisors (Rent and Fee Schedule) that is in effect at the expiration of the term of this Agreement and adjusted annually thereafter as shown in the then-current Rent and Fee Schedule. The notice requirements of section 56 notwithstanding, the holdover tenancy may be terminated by either party for any reason or no reason by giving 30 days' prior written notice by certified mail to the other party. All other terms and conditions of this Agreement will remain unchanged during the holdover tenancy.

4. **PERMITTED USES** Except as described below, Lessee is permitted to use the Hangar only for non-commercial storage of the Aircraft described in this Agreement and for other non-commercial purposes as approved by this Agreement and in compliance with all Airport Rules and Regulations. If no Hangar exists on the Premises on the effective date of this Agreement, Lessee may construct a Hangar as provided elsewhere under this Agreement. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items are allowed to be stored in hangars provided the items are in compliance with Airport Rules and Regulations, do not interfere with the aeronautical use of the hangar, do not impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar, and comply with FAA Final Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended. All uses, stored items, and activities must comply with all federal, state, and local laws, including, but not limited to, all applicable state and local building and safety standards and codes and Airport rules and regulations; and must comply with all federal grant assurances, guidelines, and airport deed restrictions. Storage is only allowed inside of the Hangar. Any unapproved use of the Premises will constitute a default.

5. **COMMERCIAL ACTIVITY** Lessee may not conduct any commercial activity on or near the Premises, regardless of whether Lessee or any other occupant of the Premises holds a commercial activity permit from County. Lessee may use the Hangar to store the Aircraft, even if the Aircraft is used to support a commercial activity, but only if no commercial activity aside from mere storage of the Aircraft takes place in or near the Hangar. Non-profit flying clubs registered with County

are not considered a commercial activity under this section.

6. **PROOF OF OWNERSHIP** Both the Aircraft and the Hangar described in this Agreement must be owned by either: Lessee; a single corporation or company of which Lessee is an officer and shareholder; a single association of which Lessee is a partner, officer, or trustee; or a non-profit flight club registered with the County, of which Lessee is a member and part owner of the Aircraft.

If Lessee is not the sole owner of the Aircraft, then Lessee must have sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to do so. If Lessee is not the sole owner of the Hangar, then Lessee must have sufficient authority, ownership, possession, and control of the Hangar to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Hangar to do so.

Ownership of the Aircraft must be shown by providing to County a copy of the current Federal Aviation Administration (FAA) Certificate of Aircraft Registration. If the Aircraft is registered with the FAA as being owned by a corporation, then a copy of the articles of incorporation or other corporate document showing that Lessee is an officer and shareholder of the corporation must be provided to County. If the Aircraft is registered with the FAA as being owned by a partnership, company, non-profit flying club registered with County, or other association, including a trust, Lessee must provide to County documentation showing that Lessee is a partner, officer, member, or trustee of the partnership, company, association, flying club, or trust. In the ownership scenarios described in this paragraph, where Lessee is not the sole owner of the Aircraft, documentation must demonstrate that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to do all things required to comply with all terms of this Agreement, including, but not limited to, operate and move the Aircraft and open, access, close, secure, relocate, empty, vacate, maintain, and remove any contents from, the Hangar.

If the Aircraft is an Aircraft Under Construction, as defined in Section 9 of this Agreement, and not registered with the FAA, ownership of the Aircraft must be shown by providing a legal bill of sale or similar type County approved document naming the Lessee as owner and must include the Aircraft make and model being constructed.

The provisions of this section regarding Aircraft ownership and documentation also apply to a sublessee, if any, occupying the Hangar under a sublease approved in accordance with this Agreement. Ownership of the Aircraft and Hangar must be demonstrated to the satisfaction of County at or before each of the following events: (a) execution of this Agreement, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft or Hangar, (d) County approval of any sublease, and (e) a request by County. Any documentation showing ownership as required by this section must show, in addition to Lessee,

every other owner of the Aircraft and every other owner of the Hangar.

7. **REPLACEMENT, DISPOSAL, TRANSFER OR SALE OF AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld, Lessee may sell, transfer, or dispose of the Aircraft or replace the Aircraft with another aircraft.

To obtain approval, Lessee must provide to County written notice of the sale, transfer, or disposal of the Aircraft within thirty (30) calendar days of the transaction or once the Aircraft is no longer being stored in the Hangar, whichever occurs first. The replacement aircraft's make, model, and FAA registration number, or bill of sale if replacement Aircraft is considered an Aircraft Under Construction, and the ownership, insurance, and airworthiness documentation required elsewhere in this Agreement, must be provided to County prior to storing the replacement aircraft in the Hangar.

In the event of sale, transfer, or disposal, of the Aircraft, the Aircraft must be replaced with an approved aircraft within six months of the date that the Aircraft is no longer stored in Hangar. County may provide an extension of time beyond six months if requested, to assist the Lessee in finding a replacement aircraft, if Lessee has demonstrated a need for a longer period. Any request for extension will be considered by the Director of Airports (Director), will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied.

Upon such aircraft replacement, this Agreement must be amended to reflect the replacement aircraft as the new Aircraft before the replacement aircraft may be stored in the Hangar. Replacement of the Aircraft will not constitute an assignment prohibited by this Agreement. No other aircraft is authorized to be stored on the Premises without prior approval from County. The Hangar should be kept clear for the storage of active aircraft that have been included and approved in this Agreement. Storage of unapproved aircraft or storage of non-aeronautical items that interfere with the storage of approved active aircraft will constitute a default.

8. **AIRWORTHINESS** Except where the Aircraft is an Aircraft Under Construction (defined in section 9 below), the Aircraft must be considered active or airworthy as defined or referenced by the FAA. County may, at any time, require Lessee to demonstrate that the Aircraft is considered active or airworthy. Lessee must produce the required documentation within 30 calendar days of the date that County requests such demonstration.
9. **AIRCRAFT UNDER CONSTRUCTION** A non-airworthy or inactive aircraft in the process of being built (including, but not limited to, the non-commercial construction of amateur-built or kit-built aircraft), or an aircraft in the process of being extensively restored or temporarily out of service in the process of becoming airworthy (Aircraft Under Construction) may be stored in the Hangar for up to two years. The County may provide an extension of time beyond two years if requested and if Lessee has demonstrated a need for a longer period of time. Any request for extension beyond the two years will be considered by the Director,

will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied.

Before storing any Aircraft Under Construction, Lessee must first obtain County's written consent, which may be conditioned on Lessee making progress toward the aircraft becoming active or airworthy. County may require progress benchmarks at any stage to help ensure that the construction project proceeds towards completion in a reasonable time. County may consider more than one request by Lessee for Aircraft Under Construction for a given Hangar. Any request to store more than one Aircraft Under Construction in a single Hangar will be considered by the Director, will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied. Proof of ownership will be required for all Aircraft Under Construction requests.

10. **MOTOR VEHICLE PARKING, OPERATION, AND STORAGE** The parking of any Motor Vehicle (as defined below) within the Airport Operations Area (AOA) is permitted in designated locations only. Lessee's access to those locations is contingent upon compliance with the Airport Rules and Regulations, the Airport Security Plan (ASP), this Agreement, and relevant insurance requirements. Motor Vehicles may not be parked in any area of the AOA not designated for parking, or in any manner that may interfere with aircraft operations or otherwise pose a hazard to life or property.

All Motor Vehicles authorized inside the AOA require a Motor Vehicle Permit that must always be displayed while the vehicle is driven or parked within the AOA, including any vehicles authorized to park on Premises. Any Motor Vehicle operated or stored in the AOA or on the Premises without the permit displayed, or with an incorrect permit, is subject to removal from AOA or Premises at the owner's expense and may result in a Notice of Violation (NOV) and cancellation of the vehicle's permit.

Motor Vehicles authorized inside the AOA may be driven only by a licensed driver who has provided appropriate proof of insurance to County and has completed the required Driver Training test for Ventura County airports.

Lessee may store in the Hangar, in addition to the Aircraft, one golf cart and one other Motor Vehicle (defined below), and, if the Hangar's interior floor space exceeds 1,500 square feet, one golf cart and up to two other Motor Vehicles, if each Motor Vehicle is registered to Lessee or sublessee, if any, and if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended.

"Motor Vehicle" has the same meaning as provided by Vehicle Code section 415, except that "Motor Vehicle" includes a golf cart and does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Boats, personal watercraft, and recreational vehicles are prohibited in the AOA and on the Premises.

Conditions may arise where it may be necessary for County to withdraw temporarily or permanently, without prior notice, the privilege of parking a Motor Vehicle in the Hangar. Failure to store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended, failure to remove any stored Motor Vehicle upon request, storage of any vehicle not authorized by this Agreement, or parking or operation of any Motor Vehicle inside the AOA in a manner not authorized by this Agreement will each constitute a default.

11. **ADDITIONAL STORED AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld or withdrawn, and if space permits, Lessee may store an additional aircraft as an "Additional Stored Aircraft" in the Hangar. Storage of an Additional Stored Aircraft in compliance with this Agreement will not constitute a prohibited transfer or assignment of the interest conveyed by this Agreement. Lessee must provide County prior written notice of Lessee's intent to store an Additional Stored Aircraft. The Additional Stored Aircraft and its owner and operator must be registered with the Department of Airports and are subject to all laws, rules, regulations, and terms of this Agreement, in the same manner and to the same extent as Lessee and the Aircraft. The Additional Stored Aircraft is subject to the ownership and documentation requirements of section 6 of this Agreement. Before any Additional Stored Aircraft may be stored in the Hangar, this Agreement must be amended to reflect the addition of that Additional Stored Aircraft. Conditions may arise where it may be necessary for County to withdraw temporarily or permanently, without prior notice, the privilege of storing an Additional Stored Aircraft in the Hangar. Failure to obtain approval for storage of any Additional Stored Aircraft, failure of any Additional Stored Aircraft to comply with all terms of this Agreement, or failure to amend this Agreement as required above will each constitute a default.
12. **RELOCATION OF HANGAR** The precise location of the Premises where the Hangar is located is subject to County's discretion and modification. County may compel relocation of the Hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of Lessee or if relocation is due to termination of this Agreement.
13. **USE OF AIRPORT FACILITIES** Lessee has the nonexclusive right to the use of the public rest rooms, roadways, and other public places and public facilities provided by County on the Airport.
14. **RENT** Lessee agrees to pay, as consideration, the monthly rent, in advance, within 10 days after the first day of each and every month of the term. Partial months will be prorated. Rent and lease deposits are those specified by the then-current Rent and Fee Schedule and as further defined in this Agreement, and will automatically change upon the Rent and Fee Schedule's approval from time to time.

15. **FAILURE TO PAY WHEN DUE** Failure to pay rent monthly, in advance, will constitute a default of this Agreement.

Lessee acknowledges that the late payment of rent or any other sums due under this Agreement will cause County to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any rent or any other sum due County is not received by County within 10 days after the first day of the month, a late fee as specified by the then-current Rent and Fee Schedule will be added to the balance due, and the total sum will become immediately due and payable to County, as liquidated damages. An additional late fee will be added for each additional month or portion thereof that said payment remains unpaid.

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

16. **SECURITY DEPOSIT** Lessee agrees to pay County, concurrently with the execution of this Agreement, a lease deposit in the amount of one month's rent as security to ensure Lessee's conformance with the terms of this Agreement.

All or any portion of the deposit is available unconditionally to County for correcting any default or breach of this Agreement by Lessee or Lessee's successors or assigns, or for payment of costs incurred by County as a result of the failure of Lessee or Lessee's successors or assigns to faithfully perform all the terms, covenants, and conditions of this Agreement.

If, at any time during the term of this Agreement, any rent or other sum payable to County is overdue and unpaid, County may, at County's option, apply any portion of this security deposit to the payment of any overdue rent or other sums due and payable to County under this Agreement. Should the entire security deposit, or any portion thereof, be appropriated and applied by County for the payment of overdue rent or such other sum due and payable to County by Lessee, then Lessee must, within 30 days after written demand by County, restore the security deposit to the required amount, along with any past due rent. Lessee must maintain the required security deposit throughout the term of this Agreement. Failure to maintain or restore the security deposit will constitute a default. The security deposit will be rebated, reassigned, released, or endorsed to Lessee or order, as applicable, at the end of the term of this Agreement, provided Lessee is not then in default and has performed all obligations required to be performed upon termination.

17. **ALTERATIONS BY LESSEE** As part of the consideration for this Agreement, Lessee must make improvements, alterations, or additions to the Premises as

needed to maintain the Hangar in a safe and structurally sound condition. If no Hangar exists on the Premises on the effective date of this Agreement, Lessee may construct a Hangar as an improvement on the Premises (New Hangar), provided the construction, use, and maintenance of the Hangar so constructed is first approved by County and complies with all terms of this Agreement.

- a) Lessee may make these improvements, alterations, or additions to the Premises, provided, however, that approval of such improvements, alterations, or additions must be obtained in advance in writing from the Director. Such approval will not be unreasonably withheld.
- b) All improvements, alterations, and additions must conform with the then-current Department of Airports Minimum Development Standards, the Ventura County Building Code, and all other applicable federal, state, and local codes, regulations, and laws, as may be amended from time to time.
- c) Any alterations or improvements, including permits, permit fees, utilities, easements, etc. will be at Lessee's sole cost. Lessee may not allow, permit, or otherwise incur a lien of any sort or kind against the Premises, and doing so constitutes a default. Lessee must, within 30 days of County's demand for same, reimburse to the County any costs incurred by County to remove or satisfy such a lien. County's demand for reimbursement will constitute the notice to remedy a default required by section 40 of this Agreement, and Lessee's failure to reimburse County within 30 days of such demand is grounds for termination of this Agreement without further notice.
- d) At the termination of this Agreement, any New Hangar becomes a part of the Premises; all rights, title, and interest in the New Hangar vest in the County; and the New Hangar may not be removed or transferred at the termination of this Agreement except where County has given prior written approval of such removal or transfer. Where County has approved or requested removal of the New Hangar, Lessee must, upon termination of this Agreement, remove the New Hangar at Lessee's sole cost.

18. **SIGNS AND ADVERTISING** Lessee may not erect or display, or permit to be erected or displayed, on the Airport or the Premises, any sign or advertising matter of any kind (including, but not limited to, "For Sale" signs) without first obtaining the written consent of the Director. Such consent will not be unreasonably withheld but will be conditioned on compliance with the then-current County policy regarding signs at the Airport. Lessee must obtain all necessary applicable permits after securing the Director's written approval of signs or advertising matter. Signs and advertising matter that are not visible from outside the Hangar when the Hangar is closed are not subject to this section.

19. **INSURANCE** Lessee (including, but not limited to, its assigns, sublessees, and purchasers) must maintain and keep in force during the term of this Agreement, for the mutual benefit of County and Lessee, at Lessee's sole cost, the following types of insurance:

- a) **New Hangar** If the Hangar is a New Hangar (as defined elsewhere in this Agreement), a policy covering damage to the Hangar, in an amount at least

- equal to the value of the Hangar
- b) **Airworthy Aircraft** Aviation General Liability (AGL) policy covering AGL on an “occurrence” basis, including airport premises liability, products and completed operations, property damage, and bodily injury, with limits no less than \$1,000,000 per occurrence.
 - c) **Non-Airworthy Aircraft, Aircraft under Construction, and Aircraft with Expired FAA Registration** AGL policy covering Ground Only Liability on an “occurrence” basis, including airport premises liability, products and operations, property damage, and bodily injury, with limits no less than \$1,000,000 per occurrence. Additionally, for aircraft that have expired registration, are not airworthy, or are Aircraft Under Construction, a signed statement to that fact with a promise to obtain the insurance required by this section for Airworthy Aircraft before operating said aircraft and must be provided to County.
 - d) All insurance required will be primary coverage with respect to County and any insurance or self-insurance maintained by County will be excess of Lessee’s insurance coverage and will not contribute to it.
 - e) County must be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. County (as the County of Ventura) must be named as an additional insured on the AGL policies for any work done by Lessee under the terms of this Agreement.
 - f) Policies may not be canceled, non-renewed, or reduced in scope of coverage until after 30 days’ written notice has been given to County. Each policy must include this provision.
 - g) Lessee agrees to provide County with the following insurance documents on or before the effective date of this Agreement, except for renewal documents, which Lessee must provide when they become effective:
 1. Certificates of insurance for all required coverage, including renewal documents.
 2. The above policies must name County and the Department of Airports as additional insureds and include use of premises incidental to use of aircraft.
 3. Failure to provide these documents within 30 days upon request or change of insurance may constitute grounds for immediate termination of this Agreement. County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
 - h) **Use of County Property and Hangar** Lessee may not, by Lessee’s own or Lessee’s agent’s actions, cause any increase in County’s insurance rates or damage to County’s property. All uses of the Hangar must conform to all airport rules and regulations and state and local building and safety standards and codes.
 - i) **Loss** County is not responsible for any theft, loss, injury, damage, or destruction of the Hangar, Aircraft, or other property stored in the Hangar, or for injury to Lessee, except where later determined by a court of competent jurisdiction to have been caused solely by County’s own negligence.

20. **TAXES AND ASSESSMENTS** The interest conveyed by this Agreement may be subject to real property taxation and assessment. In such event, Lessee must pay, before delinquency, all taxes or assessments that at any time are levied by the state, county, city, or any other taxing authority upon the Premises or Hangar and any other improvements or fixtures located on the Premises. Lessee must also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used on the Premises.
21. **UTILITIES** Subject to reimbursement from Lessee, and except as otherwise provided by the Rent and Fee Schedule, County will pay fees for water, sewer, and electricity for hangar ground lease agreements that are associated with County-owned meters or agreements for these services. Lessee must pay for all electronic, computer, or telephone equipment installed, used, or operated by Lessee on the Premises. Lessee expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Premises.

It is expressly understood by Lessee that County makes no guarantee regarding the presence or future availability of any utility, water, or other amenity not in place at the commencement of this Agreement. Extension of all utilities not already provided to the Premises, including but not limited to, water, sewer, or electrical service, will be the sole responsibility of the Lessee and at Lessee's sole cost. Lessee must obtain County's written approval before having any such service or utility installed on Premises.

22. **TRASH AND RUBBISH SERVICES** Subject to reimbursement from Lessee, and except as otherwise provided by the Rent and Fee Schedule, Lessee may use Department of Airports provided dumpsters located nearest the Premises for disposal of trash, so long as said trash does not include construction materials, waste oil, hazardous materials, or the like. Lessee must ensure the Premises are kept free of all trash and rubbish materials.

Lessee may use the waste oil receptables provided at the Airport for the incidental disposal of any waste oil generated from the regular servicing of the Aircraft.

23. **OPERATIONS AND COOPERATION BETWEEN TENANTS** Lessee must conduct its operations in an orderly and proper manner, must cooperate with all other tenants and users of the Airport, and must at all times use the Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users or tenants. Lessee is responsible for the conduct, demeanor, and appearance of its employees, contractors, agents, guests, invitees, and those persons doing business with Lessee.

Any difference or conflict that may arise between Lessee and other users or tenants will be adjusted and determined by the Director in the Director's sole

discretion, and such adjustment and determination will be final and not subject to appeal. Lessee must immediately after such adjustment and determination take reasonable steps to comply with such adjustment and determination, and failure to do so will constitute a default. If Lessee's lawful enjoyment of Lessee's tenancy is impaired because of any act or omission of another tenant, Lessee will have no claim against County on that account.

24. **CONDITION OF PREMISES** Lessee has examined and knows the condition of the Premises, has received the same "as is," and acknowledges that no representations as to the condition of the Premises have been made by County prior to or at the execution of this Agreement.

25. **REPAIR AND MAINTENANCE OF PREMISES** Lessee must keep the Premises and its improvements in a clean and healthful condition according to all applicable governmental statutes, rules, ordinances, regulations, and the Airport Rules and Regulations, and in accordance with any direction of duly authorized public officers during the term of the Agreement, all at Lessee's sole cost. Lessee must keep the Premises free of grease, oil, rags, paper, and other debris. Lessee must also keep the area within ten (10) feet immediately in front of and surrounding the Hangar clear of weeds, trash, and other debris.

Lessee must maintain the Hangar in good condition, and must make, at Lessee's own cost, all repairs and replacements necessary to that end, including, but not limited to, maintenance and replacement of the roof, siding, door, and utility infrastructure. Lessee must paint the exterior of the Hangar, as needed and reasonably directed by County, with specifications and color to be approved in writing by County.

County will be the sole judge of the quality of the maintenance and, upon written notice by County to Lessee, Lessee must perform whatever maintenance County deems reasonable or necessary. If said maintenance is not begun by Lessee within 30 calendar days of such notice or completed within the time prescribed in such notice, County has the right to enter upon the Premises and perform the necessary maintenance at Lessee's sole cost, and such costs will be billed to Lessee, who must make payment in full within 30 days of said billing. Failure to begin maintenance within 30 days of notice to perform maintenance, failure to complete maintenance within the time prescribed in such notice, and failure to pay the billed costs for such maintenance within 30 days of such billing will each constitute a default.

26. **COUNTY ACCESS TO HANGAR** County and its authorized agents may have access to the Hangar, with reasonable notice provided for non-emergency access, for any lawful purpose, including, but not limited to, inspections, making necessary improvements, an annual inspection of Lessee's fire extinguisher, and to confirm compliance with the terms of this Agreement.

27. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES** Lessee agrees to abide by all applicable statutes, ordinances, orders, laws, rules, regulations,

minimum development standards, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and offices thereof, including, but not limited to, applicable state and local building and safety standards and codes, the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), the most current Rent and Fee Schedule, and the FAA Policy on the Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, or the current version thereof, which may be amended from time to time.

28. **INTERFERENCE** Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.
29. **AIRPORT SECURITY AND ACCESS** Lessee acknowledges that security of the Airport is of primary importance. Lessee is responsible for ensuring that access to the AOA is restricted to invitees under the control and direction of Lessee, and Lessee must ensure that all gates and access ways (paved or otherwise) remain closed to the general public.

Lessee acknowledges and agrees that security of Lessee's personal property is solely the responsibility of Lessee and will ensure that adequate insurance, protective measures, or both are taken to protect Lessee's property from destruction, damage, theft, or other casualty. It is agreed and understood that the County assumes no liability or responsibility for the security of Lessee's property.

The County is under no obligation to provide security to the Premises. If at any time during the term of this Agreement, additional security requirements are imposed on the Ventura County Airports by any federal, state, or local agency, or if new security requirements are required so as to ensure the safety and well-being of all Airport users, Lessee must comply with such additional security requirements, at Lessee's sole cost, upon written notice of such requirements by County. If County is fined or penalized by the FAA or Transportation Security Administration (TSA) for a security violation caused by Lessee, Lessee must immediately reimburse the County upon written notice of same.

Lessee must comply with, and is responsible for ensuring that Lessee's employees, contractors, agents, and guests comply with, all applicable federal, state, and local airport security and access requirements, policies, and rules and regulations as updated or implemented from time to time. County may, in its sole discretion for County's convenience, provide Lessee one or more access keys, cards, or other media (Access Media) to enable Lessee to enter the secured area of the Airport. Lessee accepts sole responsibility for all such Access Media, including those issued to others at Lessee's request. At the termination of any such arrangement, Lessee must return such Access Media to the Department of Airports office immediately. County may, at any time, for any reason, and without prior notice, substitute, modify, revoke, or disable Access Media provided to Lessee or to others and provide alternative means to gain access to the Premises.

30. **LESSEE MAINTENANCE OF AIRCRAFT AND USE OF SERVICES** Self-maintenance activities are limited to those items listed in Code of Federal Regulations, Part 43, Appendix A, Sub-Part C (Preventive Maintenance) unless Aircraft is approved in this Agreement as an Aircraft Under Construction. Said work must be performed only by the named owner of the Aircraft or the owner's employees, and only in areas designated for that purpose by the County. Only the Aircraft approved in this Agreement may be maintained or repaired in the Hangar.

If Lessee desires to engage or use the services of another person or service provider in connection with any aircraft work or repair, other than repair facilities established at the Airport or a service provider permitted by County to perform aeronautical services at the Camarillo or Oxnard Airports, Lessee must give written notice of such intention to County before commencement of any work. Said notice must state the name, address, and qualifications of any person who will perform the work, and such person must possess all required permits for performing the work, be in full compliance with applicable FAA certification requirements, and be approved by County prior to performing maintenance on the Aircraft. This section does not limit the Aircraft owner's authority to perform work on the Aircraft (as permitted by FAA Regulations) in the Hangar or areas on the Airport approved by County, nor does it limit the rights extended to mobile mechanics, technicians, and other service providers permitted by County for such activity. Lessee's use of an aviation service provider not in compliance with this Agreement, Airport Rules and Regulations, Airport Minimum Standards, the Airport Rent and Fee Schedule, or any of these, will constitute a default.

31. **NO SMOKING PROVISIONS** Under the Ventura County Comprehensive Smoke-Free Ordinance, Ventura County Ordinance Code section 6707 et seq., smoking, vaping, and the use of tobacco products in all vehicles, buildings, and other areas owned or under the legal control of County, including, but not limited to, the Premises, are prohibited, except for smoking areas designated by the Ventura County Executive Officer or Public Health Department Director.
32. **FIRE REGULATIONS/FIRE EXTINGUISHER** Lessee must at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention, and must furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places on the Premises. The fire extinguisher(s) must meet or exceed current National Fire Protection Association standards for aircraft hangar use and be charged and ready for immediate use as required by fire regulations and applicable laws and ordinances. If Lessee receives an inspection notice or a deficiency notice following an inspection by the fire department with jurisdiction over the Premises or by County, Lessee agrees to make any and all corrections in the manner required by the fire department or County within 30 days after receipt of such notice.
33. **HAZARDOUS MATERIALS AND HAZARDOUS WORK** Hazardous materials stored in the Hangar must be stored in state Department of Transportation approved containers and disposed of according to hazardous waste

requirements, as required by law. The total volume of the stored hazardous materials may not exceed five U.S. gallons. The storage of aircraft engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in the Hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), hot work (as defined in the California Fire Code and including, but not limited to, cutting, welding, brazing, soldering, and grinding), chemical stripping, chemical washing, and painting (except as described elsewhere in this Agreement). The use of power tools that increase the hazard of fire is strictly prohibited. These precluded activities may be performed solely in a location assigned for such purpose by County. Touch-up painting of small areas on an aircraft, not to exceed one square foot total within any 48-hour period, is permitted. Hot work to the Hangar building itself is permitted if performed by a person properly licensed to perform such work. Lessee, and persons performing work on Lessee's behalf, must at all times comply with all applicable state and local laws, ordinances, regulations, and fire prevention codes.

34. **CONTAMINATION AND POLLUTION** Lessee, solely at Lessee's own cost, must provide clean-up of the Premises, other property, or natural resources contaminated or polluted due to Lessee activities. All fines, penalties, or punitive or exemplary damages incurred by Lessee due to contaminating or polluting activities of Lessee will be borne entirely by Lessee.
35. **STORMWATER POLLUTION** Lessee must undertake all reasonably necessary actions to minimize the exposure of stormwater to polluting materials generated, stored, handled, or otherwise used on the Premises.
36. **ASSIGNMENT** The interest conveyed by this Agreement may not be assigned or transferred in whole, except upon sale or transfer of the Hangar, as provided elsewhere in this Agreement. No assignment or transfer in whole may be made, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or transferee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale or transfer of the Hangar and to Aircraft and Hangar ownership. Any attempt to assign or transfer the interest conveyed by this Agreement without compliance with this section is void and will constitute a default.
37. **SUBLETTING** The interest conveyed by this Agreement may not be transferred in part, sublet, assigned in part, or otherwise encumbered in part, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or sublessee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale or transfer of the Hangar and to Aircraft and Hangar ownership, and County's prior written approval of a written sublease. Any sublease must incorporate all terms of, and be subordinate to, this Agreement.

Any attempt to transfer in part, assign in part, or sublet this Agreement without compliance with this section is void and will constitute a default.

38. **DOCUMENT PROCESSING FEE** As required by the Rent and Fee Schedule, Lessee must pay a Document Processing Fee for the drafting or processing of Lessee-initiated documents relating to this Agreement, including, but not limited to, any amendment, consent, change of ownership, or other approval or modification. County-initiated documents are exempt from the processing fee.
39. **DEFAULT OR BREACH** Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of its terms or conditions, the other party must give written notice to remedy the default or breach. If the default or breach is not remedied within 30 calendar days following such notice, the other party may, at its option, terminate this Agreement. Notwithstanding the foregoing, when Lessee has committed, threatened to commit, or attempted to commit, any of the following, the County need not provide the 30-calendar-day notice described in the previous sentence:
- a) An act that any statute applicable to California describes as a felony;
 - b) A deliberate act of violence against any person;
 - c) On any County-owned airport, an act that any statute applicable to California describes as a misdemeanor; or
 - d) A failure to comply with a lawful instruction of any Department of Airports employee or agent.

The enumeration in this Agreement of various grounds for default does not mean that such enumerated grounds are the only grounds for default. Termination as provided in this section does not constitute a waiver of damages or any other remedy available to either party because of such default. Each term and condition of this Agreement is both a covenant and a condition.

40. **REQUIREMENTS UPON TERMINATION** Upon termination of this Agreement:
- a) Lessee must vacate the Premises and deliver same to County in good order and condition.
 - b) Lessee must, at its own cost, remove all aircraft from the Premises. If the termination was for any reason other than the expiration of the term of this Agreement, Lessee must remove all aircraft within 30 calendar days of the termination. If Lessee does not timely remove all aircraft, all remaining aircraft may be removed by County and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost of moving the aircraft must be paid by Lessee. Once moved to another location on the Airport, Lessee must remove all aircraft from the Airport within three days of their removal from the Premises. If, after such time, all aircraft are not removed from the Airport, County may commence lien sale proceedings as provided by law. This subsection will survive the termination of this Agreement.
 - c) Lessee must also, at its own cost, remove all personal property of any kind,

- other than aircraft, owned or placed on the Premises by Lessee, along with all debris, surplus, and salvage material. If Lessee does not remove, or has not completed removal of, all personal property within seven days after the termination, title to any remaining personal property will vest in County as provided by law. County may thereafter remove or cause to be removed or destroyed, such personal property left on the Premises, and in such event, Lessee must pay County the reasonable and actual cost of any such removal, sale, or destruction in excess of any consideration received by County as a result of any such removal, sale, or destruction. This subsection will survive the termination of this Agreement.
- d) Lessee must, no later than 30 days before the expiration of the term of this Agreement, provide County written notice of its intent to either negotiate a new lease with the Department of Airports, remove the Hangar, or transfer ownership of the Hangar, except that no New Hangar may be removed or transferred except as authorized in writing by County, as provided elsewhere in this Agreement.
- e) If the termination was for any reason other than the expiration of the term of this Agreement, if the Hangar is not a New Hangar, and if the Hangar is not otherwise transferred, Lessee must, at its own cost, within 90 calendar days of the termination, remove or transfer ownership of the Hangar, including its appurtenances. If Lessee does not timely remove or transfer ownership of the Hangar as required by this section, ownership of the Hangar will transfer to County as provided by law, and County may remove, destroy, or otherwise dispose of the Hangar at Lessee's cost. Transfer of the Hangar to a private party is subject to County's approval of a lease agreement with the new owner of the Hangar. This subsection will survive the termination of this Agreement.
- f) If the Hangar is subject to removal or transfer under this Agreement, and if Lessee elects to sell or transfer the Hangar in place, Lessee must, before consummating the sale or transfer, advise the prospective purchaser or transferee of the terms of this Agreement, including, but not limited to, the provisions of section 6 relating to the ownership and registration of aircraft to be stored in the Hangar. Furthermore, Lessee must, as a condition of the sale or transfer, appear before County together with the prospective buyer or transferee to assure County that the prospective buyer or transferee is the registered owner of the aircraft to be stored in the Hangar, for the purpose of either assigning this Agreement or terminating this Agreement and executing a new agreement for lease of the land occupied by the Hangar. Lessee's failure to comply with this subsection may result in the buyer's occupying space on County property without authorization to do so, and may result in legal action as appropriate. Further, at the time Lessee notifies County of intent to sell or transfer the Hangar, Lessee must provide an inspection report to County that demonstrates that all improvements made to the Hangar by Lessee comply with the Ventura County Building Code. Failure to do so may result in County not approving the transfer.

41. **LIEN** Lessee hereby grants to County a lien against the Hangar, Aircraft, and all personal property that Lessee stores in the Hangar. This lien exists and continues

for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Hangar and satisfy its lien in accordance with sections 1208.61 through 1208.70, inclusive, of the Code of Civil Procedure, and County may also take and recover possession of the stored Aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs in connection with the repossession of said Hangar, Aircraft, or personal property and assertion of the lien.

42. **WAIVER AND NONWAIVERS** The failure of County to (a) give any notice of default or breach of the Agreement, or (b) terminate the Agreement because of a default or breach thereof, or (c) exercise any other right conferred on it pursuant to this Agreement, will not be a waiver of any right or rights conferred by the Agreement nor will County be estopped to assert such right or rights at any reasonable time after County has knowledge of a breach or default.

No waiver of any default or breach constitutes a waiver of any other default or breach, whether of the same or any other term, covenant, or condition. No waiver, benefit, privilege, or service voluntarily given or performed by County or Lessee gives the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent to this Agreement does not constitute a waiver of any preceding default by Lessee other than a default in the payment of the particular rental payment so accepted, regardless of County's knowledge of the preceding breach at the time of accepting the rent, nor does County's acceptance of rent or any other payment after termination of this Agreement constitute a reinstatement, extension, or renewal of this Agreement or revocation of any notice or other act by County.

43. **PARTIES BOUND AND BENEFITTED** The terms and conditions of this Agreement will apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Agreement, and all of the parties to this Agreement are jointly and severally liable under this Agreement.
44. **TIME** Time is of the essence of this Agreement.
45. **HOLD HARMLESS AND INDEMNIFICATION** Lessee's use of the Premises, the Hangar, and property stored in the Hangar is at Lessee's sole risk. Lessee agrees to defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents, and volunteers, against any and all claims, lawsuits, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, whether against Lessee, County or others, arising directly or indirectly out of the

obligations or rights herein described or undertaken or out of activities conducted or subsidized in whole or in part by Lessee, save and except claims or litigation later determined by a court of competent jurisdiction to have arisen through the sole negligence or wrongdoing and/or sole willful misconduct of County. Lessee agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

46. **DESTRUCTION OF PREMISES** If Premises are destroyed by any cause except Lessee's fault, or declared unsafe or unfit for occupancy by any authorized public agency for any reason except as caused by Lessee's fault, either wholly or in such a degree as to substantially impair Lessee's use of the Premises, then all rent due under the terms of this Agreement will cease as of the date of such destruction or declaration, and this Agreement will be terminated and Lessee must, at its own cost, remove all improvements and personal property from the Premises and surrender the Premises free of same to County within 90 days of such destruction or declaration. Nothing in this section precludes Lessee or County from agreeing to an alternative outcome.
47. **FEDERAL GOVERNMENT EMERGENCY CLAUSE** All provisions of this Agreement are subordinate to the rights of the United States of America to operate the Airport or any portion thereof during time of war or national emergency. Such rights supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.
48. **CONDEMNATION** If the whole of the Premises is taken by a public authority under the power of eminent domain, then the term of this Agreement will cease on the day of possession by said public authority. If only a part of the Premises is taken under eminent domain, Lessee will have the right either to terminate this Agreement or to continue in possession of the remainder of the Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in effect, the minimum rent payable being reduced proportionately for the balance of the term of this Agreement. If a taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of Lessee will belong to Lessee, and those payments attributable to the reversionary interest of County will belong to County.
49. **REMOVAL OF AIRCRAFT** In the event that any aircraft occupying the Hangar is in violation of the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), this Agreement, or local, state, or federal law, it will constitute a default. Should County so notify Lessee, and Lessee fail to remedy such default as required by this Agreement, County may provide Lessee written notice that the aircraft must be removed from the Hangar. Upon such notice, Lessee must remove the aircraft from the Hangar within 48 hours of the time and date of such written notice. An aircraft not timely removed from the Hangar may be removed by County and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such

removal. All cost of moving the aircraft must be paid by Lessee. Once moved to another location on the Airport, the aircraft owner must remove the aircraft from the Airport within three days of its removal from the Hangar. If, after such time, the aircraft is not removed from the Airport, County may commence lien sale proceedings as provided by law.

50. **ENTIRE AGREEMENT** This Agreement contains the entire agreement between the parties hereto, and no obligation other than those set forth in this Agreement will be recognized. This Agreement supersedes all proposals, negotiations, conversations, discussions, agreements, and representations, or any of these, whether oral or written, including, but not limited to, any custom or past dealing between the parties relating to the subject matter of this Agreement, that precede the effective date of this Agreement.
51. **AGREEMENT MODIFICATION** This Agreement may be altered or modified only in a writing signed by the parties hereto. In addition to the termination provisions elsewhere in this Agreement, this Agreement may be terminated in a writing signed by the parties hereto. Such alteration, modification, or termination may be executed by the Director, the Director's designee, or other authorized representative on behalf of County.
52. **PARTIAL INVALIDITY** If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
53. **GENDER AND NUMBER** For the purpose of this Agreement, the masculine or neuter form includes the masculine and feminine, the singular number includes the plural, and the plural number includes the singular, unless the context indicates otherwise.
54. **JOINT AND SEVERAL LIABILITY** If Lessee is not an individual, all individuals that comprise Lessee, and each of them, are jointly and severally liable for the performance of each and every obligation of Lessee under this Agreement.
55. **ARTICLE HEADINGS** Article headings in the Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.
56. **NOTICES AND PAYMENTS** Notices and payments required by this Agreement may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, with any United States Post Office facility. Such notice to County must be addressed to Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010. Such notice to Lessee must be addressed to the address shown in section 1 of this Agreement or to another address later designated by Lessee via notice sent in compliance with this section. Such notice to Lessee may be issued by the Director, the Director's designee, the Director's successor, or other person

at County's sole discretion.

Lessee warrants that the information provided in the spaces in section 1 of this Agreement is true and correct. Lessee and County hereby warrant that they are duly authorized to enter into this Agreement and have the legal authority to comply with all of its terms and conditions, and have executed this Agreement, on this _____, 20____ day of _____.

LESSEE

COUNTY OF VENTURA

Signature

By: _____
Signature

Name

Name

County Agent

6a48



COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending January 31, 2021

Hangars and Tie-downs:

Camarillo				Oxnard			
	Inventory	Occupied	Available		Inventory	Occupied	Available
Hangars				Hangars			
Private	170	170	0	Private	55	55	0
County	107	105	2	County	67	62	5
Total	277	275	2	Total	122	117	5
Tie-downs				Tie-downs			
County	96	48	48	County	7	2	5
Western Cardinal	25	18	7	Goldenwest Jet Center	15	11	4
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2
Visitor	35			Visitor	11		
Total	191	96	60	Total	41	19	22

Airport/Tower Operations:

Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	12,565	7,557	Current Month	1	1
Last year for the month	15,781	8,429	Current year to date	1	1
% Change	-20%	-10%			
Current year to date	12,565	7,557			
Last year to date	15,781	8,429			
% Change	-20%	-10%			

Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	10
Cards issued to transient overnight aircraft	18	11
Noise/nuisance compliants	2	1
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	110	26

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

Ja

**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
1/10 2:51pm Clear, Calm	Noise	O	Helo	2100 Block Almanor Street, Oxnard, CA	1	2	*	N/R
1/10 3:31pm Clear, Calm	Noise	O	UNK	2100 Block Almanor Street, Oxnard, CA	1	2	*	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



January, 2021

**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
1/31 11:25am Clear, Calm	Noise	T&G	Flight School Cessnas	5500 Block West 5 th Street, Oxnard, CA	1	1	***	N/R

* Unable to identify aircraft

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

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

**** Complaint not related to noise

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

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





CAMARILLO AIRPORT – AIRPORT MASTER PLAN UPDATE

Status Update:

- Preparation of the draft master plan introduction chapter has been completed and is undergoing internal review.
- Development of the study website and initiation brochure. These items will be completed upon selection of a study cover/theme.
- Collection of data to be incorporated into the inventory chapter of the study including aircraft operations history, airport history, and adjacent land use/zoning data.
- The draft inventory chapter and associated exhibits are under development.
- Work associated with the Airport Geographic Information System (AGIS) survey and environmental surveys continue.
- Recent coordination with airport staff discussed inventory trip and first round of meetings tentative for later in Spring 2021.

Upcoming Action Items:

- Consultant inventory trip in early 2021.
- Formulation of a Planning Advisory Committee (PAC) and preparation for kickoff PAC meeting and Public Workshop in Spring 2021.
- Preparation of the study website pending feedback from airport staff on master plan cover/theme.
- Continued coordination between the Consultant and airport staff on outline and strategy for study objectives and next steps.

Project Percent Complete: The study is 13 percent complete through January 2021.

CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update: No change from December 2020.

- "Draft" aviation demand forecasts have been prepared and were coordinated with airport staff on July 5, 2019.
- On-site surveying has been conducted by a Subconsultant for further input in the airfield drainage study.

Upcoming Action Items:

- Coordination as needed with airport staff to determine course of action in relationship to upcoming master plan process.
- Evaluation of airfield geometry improvements pending forecast review/FAA approval.
- Recommended airfield drainage enhancements pending the proposed airfield geometry improvements.

Project Percent Complete: The study is 41 percent complete through January 2021.

8c1

OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update: No change from December 2020.

- The “draft” Narrative Report, “draft” ALP Drawing Set, and associated ALP SOP 2.00 Checklist and Exhibit A SOP 3.00 Checklist were submitted to the FAA for review on January 31, 2020.
- The Consultant and airport staff have coordinated on multiple occasions in recent past regarding current airfield issues that relate to pending revisions to the “draft” ALP Drawing Set.

Upcoming Action Items:

- Coordination as needed with airport staff to discuss appropriate revisions to the ALP Drawing Set.
- Appropriate revisions will be made to the Narrative Report and ALP Drawing Set pending comments from the FAA.
- Final documents will be prepared upon review and approval of the ALP Drawing Set.

Project Percent Complete: The study is 97 percent complete through January 2021.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 21-01)

Status Update:

- N/A for January 2021.

Upcoming Action Items:

- Coordination as needed to follow-up previous items and assist with new items at the direction of airport staff.

8c2

PROJECT STATUS REPORT
Ventura County, Department of Airports



Prepared by Mead & Hunt, Inc
Revision Date 2021-02-10

Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3168900-132415.05 AEA 18-06 AIP - 036	CAMARILLO	CONSTRUCTION SERVICES NORTHEAST HANGAR DEVELOPMENT, PHASE 1 Construction of the Phase 1 project, which includes 3 rows of hangars and surrounding pavement/drainage and the extension of water, sewer, and electrical services.	a) Construction commenced on 12-5-19. b) Pavement study (APMS) to be removed from Mead & Hunt scope of work. c) Budget analysis and final costs to be evaluated after final processing of construction administration documents, balancing amendment expected.	97%	a) Final project walkthrough scheduled for Feb 12, 2021. b) Project closeout underway.
3168900-182312.01 AEA 19-05 AIP - N/A	CAMARILLO	DESIGN SERVICES TAXIWAYS A, E, F, AND RUN-UP AREA PAVEMENT MARKING IMPROVEMENTS Remarketing of associated taxiway centerlines, edge markings, and run-up apron markings.	a) Draft plans and specs submitted 10/16/18. b) Updated plans and cost estimate, submitted 3/14/19, reflect additional scope of work and project phasing aligned with County's pavement removal contractor.	75%	a) Mead & Hunt to prepare final contract documents and advertise for bidding after receipt of County comments. Mead & Hunt anticipated to close project in March 2021 due to inactivity.
3168900-190121.02 AEA 20-03 AIP - 037	CAMARILLO	CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION Surface treatment and remarketing of Taxiway H.	a) Construction complete with the exception of the final application of pavement markings	70%	a) Final pavement marking application scheduled for Feb 24-25, 2021.
22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	DESIGN SERVICES OXR AND CMA DBE UPDATES (2020-2021) Develop DBE program and goals as well as prepare yearly reports.	a) CMA & OXR i) Programs and goals submitted and approved. ii) Programs and goals reporting iii) Submit 2020 year end reports (FAA accepted)	90%	a) None at this time.
3138400-181115.02 AEA-20-06 AIP - 3-06-0179-037-2020	OXNARD	FINAL DESIGN OXR RUNWAY 7-25 RECONSTRUCTION Runway 7-25 - Base Bid Taxiway Connectors A, B, C, D & E - Bid Alt 1 Parallel Taxiway F - Bid Alt 2	a) 95% Submittal sent to FAA and County on January 7, 2021. b) County and FAA provided comments early February. c) Met with the County and Aviation to go over comments and pending items.	95%	a) 100% submittal due February 25, 2021. b) Plan for third tenant workshop after Bid Opening.
2206900-202100.01 AEA 21-02 AIP - N/A	CMA & OXR	DESIGN SERVICES ON-CALL SERVICES (2020-2021) On-call services at the request of the County. Period is effective through June 30, 2021.	a) Contract executed. b) Aircraft operation analysis. c) Preparation of FAA grant application for Oxnard Runway Construction Project d) CloudNine Development Comment Response Review	45%	a) None at this time.



8c3

February 15, 2021

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – January 2021

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of January 2021 and the first half of February 2021, by Jviation, Inc. and our subconsultants for the Camarillo Airport:

Airport Capital Improvement Plan (ACIP) Update

- On January 6, 2021, the Sponsor and Jviation coordinated on the ACIP and the discussion with the FAA that was scheduled for January 13, 2021. The Sponsor also provided Jviation with the working ACIP spreadsheets and the ACIP from the previous year. In addition, the Sponsor provided Jviation with the AIP grant pre-application for an Environmental Assessment for the Runway 8-26 and Connector Taxiways Reconstruction project and copies of the Airport Layout Plan (ALP).
- On January 8, 2021, the Sponsor, Jviation, and Coffman Associates had a conference call to coordinate on the upcoming ACIP submittal and meeting with the FAA. The Sponsor also provided Jviation with an updated version of the working ACIP spreadsheets.
- On January 12, 2021, the Sponsor contacted the FAA to reschedule the ACIP discussion.
- On January 13, 2021, the Sponsor, Jviation, and Coffman Associates coordinated on meeting days and times for the rescheduled meeting with the FAA.
- On January 26, 2021, the Sponsor provided the FAA with the ACIP summary sheet.
- On January 27, 2021, the Sponsor, FAA, Jviation, and Coffman Associates had a conference call to discuss the ACIP summary sheet and the projects listed. A follow up conference call was set up for a NEPA focused meeting regarding the ACIP.
- On February 9, 2021, Sponsor, FAA, Jviation, and Coffman Associates had a conference call to discuss a NEPA focused items for the ACIP.
- On February 12, 2021, Jviation provided the Sponsor with updated ACIP spreadsheets.
- On February 15, 2021, Jviation and the Sponsor coordinated on the updated ACIP spreadsheets.
- **Upcoming:**
 - Jviation and the Sponsor will finalize the ACIP.
 - The Sponsor will submit the ACIP to the FAA.

Miscellaneous

- On January 20 and February 10, 2021, Jviation and the Sponsor coordinated on information needed for the annual service contract.
- On February 4 and 5, 2021, the Sponsor and Jviation coordinated on the virtual Airport Advisory Commission and Airport Authority meetings.

- On February 11, 2021, Jviation attended the virtual Airport Advisory Commission and Airport Authority meetings.

If you have any comments, please do not hesitate to contact me.

Sincerely,
Jviation, Inc.



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Kip Turner – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mr. Jon Noble, Mrs. Marisa Fluhr
– Jviation
File

February 15, 2021

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Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

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- On January 8, 2021, the Sponsor, Jviation, and Coffman Associates had a conference call to coordinate on the upcoming ACIP submittal and meeting with the FAA. The Sponsor also provided Jviation with an updated version of the working ACIP spreadsheets.
- On January 12, 2021, the Sponsor contacted the FAA to reschedule the ACIP discussion.
- On January 13, 2021, the Sponsor, Jviation, and Coffman Associates coordinated on meeting days and times for the rescheduled meeting with the FAA.
- On January 26, 2021, the Sponsor provided the FAA with the ACIP summary sheet.
- On January 27, 2021, the Sponsor, FAA, Jviation, and Coffman Associates had a conference call to discuss the ACIP summary sheet and the projects listed. A follow up conference call was set up for a NEPA focused meeting regarding the ACIP.
- On February 9, 2021, Sponsor, FAA, Jviation, and Coffman Associates had a conference call to discuss NEPA focused items for the ACIP.
- Upcoming:
 - The Sponsor will provide information to Jviation for the projects listed on the ACIP.
 - Jviation will prepare cost estimates for projects listed on the ACIP.
 - Jviation and the Sponsor will finalize the ACIP.
 - The Sponsor will submit the ACIP to the FAA.

AIP Project No. 03-06-0179-037-2020 (Design)/03-06-0179-038-2021 (Construction) (Runway 7-25, Taxiway Connectors, and Parallel Taxiway Pavement Reconstruction)

- Throughout the month of January 2021, Jviation and the Sponsor coordinated on this project.
- On January 8, 2021, the Sponsor provided Jviation with the draft 95% submittal documents prepared by Mead & Hunt.

Main 303.524.3030
Fax 303.524.3031

720 South Colorado Boulevard | Suite 1200-S | Glendale, CO | 80246
JVIATION.COM

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- On January 19, 2021, Jviation attended the project design team meeting with the Sponsor and Mead & Hunt.
- On January 21 and 28, 2021, the Sponsor, FAA, Jviation, and Mead & Hunt had a conference call to discuss the impacts to NAVAIDs with the construction of this project.
- On January 26, 2021, Jviation provided the Sponsor with review comments on the draft 95% submittal documents prepared by Mead & Hunt.
- On February 1, 2021, Jviation attended the project design team meeting with the Sponsor and Mead & Hunt.
- On February 2, 2021, the Sponsor provided Mead & Hunt with review comments on the draft 95% submittal documents.
- On February 10, 2021, the Sponsor, Jviation, and Mead & Hunt had a conference call to discuss the review comments on the draft 95% submittal documents.
- **Upcoming:**
 - On February 16, 2021, Jviation will attend the project design team meeting with the Sponsor and Mead & Hunt.
 - Coordination with the Sponsor on the Jviation's construction management services for this project.

Miscellaneous

- On January 20, 2021, Jviation provided the Sponsor with a technical memo discussing the review of the Pavement Evaluation Report for Boeing 737-800 operations at the Oxnard Airport.
- On January 20 and February 10, 2021, Jviation and the Sponsor coordinated on information needed for the annual service contract.
- On February 4 and 5, 2021, the Sponsor and Jviation coordinated on the virtual Airport Advisory Commission and Airport Authority meetings.
- On February 11, 2021, Jviation attended the virtual Airport Advisory Commission and Airport Authority meetings.

If you have any comments, please do not hesitate to contact me.

Sincerely,
Jviation, Inc.



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Kip Turner – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mr. Jon Noble, Mrs. Marisa Fluhr
– Jviation
File

**AIRPORT TENANT
PROJECT STATUS
February 22, 2021**

CAMARILLO

- Airport Properties Limited Row I plan currently under review by County Building and Safety. Plans require final approval by Airport before permits can be issued.
- Able Grid/Silverstrand battery storage project: construction in progress.
- CloudNine Development project design received Airport final project approval letter. CloudNine to pull permits soon.

OXNARD

- None

OTHER

- None

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

February 2021

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA TWY's A, E, F, and Run-up Area Pavement Marking Improvements	\$18,285		<u>Mead & Hunt</u>	TBD	TBD	TBD	TBD	75	Airport marking project at TWY A budgeted for FY 20-21 to comply with FAA marking adjustments at TWY A. Other pavement markings due for refresh will be addressed at a later date.
3 & 5	OXR & CMA Disadvantaged Business Enterprise Program Goal Updates and Annual Reports	\$17,985		<u>Mead & Hunt</u>	N/A	8/14/18	N/A	N/A	95	CMA & OXR plans approved by FAA. Annual accomplishment reports approved by FAA.
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	6,500 137,000		<u>Ninyo & Moore</u>	N/A	1/19/21	N/A	3/29/21	100	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Soil sampling and report submitted to State Water Board. New order requires additional workplan and sampling/monitoring. The workplan has been approved and work is underway to meet the Water Board sampling deadline set for March 29, 2021.

sel

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

8e2

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

February 2021

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236	\$45,658 0	Mead & Hunt Toro Enterprises	8/15/17	10/17/17	12/5/19	2/12/21	100 97	Construction substantially completed. Project closeout underway.
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$147,300		Coffman Assoc.	N/A	1/24/19	N/A	TBD	41	Work underway. Consultant coordinating draft forecasts with Airport Master Plan process. Drainage survey information under consultant review.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$273,576 \$213,351		Mead & Hunt, Maxwell Asphalt	6/25/19	8/15/19	4/20/20	TBD	100 75	Work nearly complete. Final striping scheduled for Feb 24-25, 2021.
5	CMA System Master Plan Update	\$741,094		Coffman Associates	N/A	9/24/20	N/A	TBD	13	NTP issued on 9/30/20. Preliminary work underway. First public workshop date set for May 13, 2021.
3	OXR Airport Layout Plan Update	\$246,176		Coffman Assoc.	N/A	10/17/17	N/A	12/30/19	97	Work underway. FAA approved revised forecast on 12/3/19. Draft full ALP set submitted to FAA on 2/3/20 for review and comment.
3	OXR Final Design for the RWY-TWY Connector - Parallel TWY F Reconstruction	\$1,507,310		Mead & Hunt	N/A	6/22/20	N/A	TBD	95	Draft 100% design submittal due 2/25/21 for final Airport & FAA review. Workshop #3 schedule updated for May/June to

8e3

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates			% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start		
									incorporate construction schedule if possible.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

8e4

County of Ventura
 Department of Airports
 Fund: E300
 Statement of Net Assets
 As of December 31, 2020
 (Unaudited)

ASSETS

Cash	\$ 15,788,300
Cash - petty cash/change fund	500
Receivables:	
Accounts receivable net of allowance for Uncollectable accounts of \$20,000	237,100
Interest receivable	43,400
Grants receivable	-
Capital assets:	
Easements	848,800
Land	9,362,500
Land improvements	48,410,800
Building & Improvements	18,399,500
Equipment	1,235,000
Vehicle	989,700
Infrastructure	265,663
Construction in Progress	7,061,100
Accumulated depreciation	(46,947,500)
Deferred outflows related to pensions	875,600
Total assets	<u><u>\$ 56,570,463</u></u>

LIABILITIES

Accounts payable	\$ 2,100
Accrued liabilities	-
Short-term compensated absences	124,600
Due to other funds - GSA, ITS, PWA	-
Unearned revenue (prepayments)	99,600
Security deposit	693,500
Unreserved overpayments	237,100
Long-term compensated balances	54,500
Net pension liability	1,662,800
Deferred inflows related to pensions	277,300
Total liabilities	<u><u>\$ 3,151,500</u></u>

NET ASSETS

Invested in capital assets net of related debt	\$ 39,625,563
Unrestricted Net Assets	<u>13,793,400</u>
Total net assets	<u>53,418,963</u>
Total liabilities and net assets	<u><u>\$ 56,570,463</u></u>

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County of Ventura
 Department of Airports
 Fund: E300
 Statement of Cash Flows
 July 1, 2020 thru December 31, 2020
 (Unaudited)

Operating Activities:

Permits	\$	28,072
Fines and penalties		6,005
Rents and concessions		1,451,676
Percentage lease rent		81,493
Tiedown rents		53,378
Hangar rents		426,357
Land rent - hangars		269,440
Transient tiedown rents		3,170
Landing fees		37,728
Parking fees		5,119
Gas & oil fuel flow percentage		150,784
% rent-all other gross rec		1,078,207
Insurance claims		2,388
Miscellaneous		5,279
Salaries & Benefits		(1,714,649)
Service & Supplies		(873,337)
Interest Received		44,238
Interest Paid		
Prepay/Security Deposit		(37,108)
CUE tax assessment		

Cash Provided by Operating Activities		\$ 1,018,240
--	--	---------------------

Investing Activities:

State and federal grants		1,331,466
Fixed asset sales/(purchases)		
Capital Expenditures		(3,985,489)

Cash Used in Investing Activities		(2,654,024)
--	--	--------------------

Financing Activities:

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

Cash Provided by Financing Activities		-
--	--	----------

Increase (Decrease) in Cash & Equivalents		\$ (1,635,784)
--	--	-----------------------

Cash & Equivalents-Beginning of Year		\$ 17,424,084
---	--	----------------------

Cash & Equivalents-End of Period		\$ 15,788,300
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891

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2020 thru December 31, 2020
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total	
Revenues:				
Permits	\$ 27,300	\$ 1,500	\$ 28,800	
Fines and penalties	4,100	2,700	6,800	
Rents and concessions	1,326,600	135,200	1,461,800	
Percentage lease rent	22,900	60,400	83,300	
Tiedown rents	51,900	1,200	53,100	
Hangar rents	265,900	161,800	427,700	
Land rent - hangars	211,200	60,900	272,100	
Transient tiedown rents	2,800	400	3,200	
Landing fees	30,500	7,200	37,700	
Parking fees	-	5,100	5,100	
Gas & oil fuel flow percentage	122,000	32,600	154,600	
% rent-all other gross rec	819,900	257,700	1,077,600	
Miscellaneous	4,100	1,100	5,200	
Total operating revenues	<u>\$ 2,889,200</u>	<u>\$ 727,800</u>	<u>\$ 3,617,000</u>	
Expenditures:				
Current:				
Salaries and wages	\$ 743,200	\$ 177,700	\$ 920,900	
Benefits	470,100	156,300	626,400	
Admin salaries allocated to Oxnard Airport	(123,000)	123,000	-	
Agricultural	2,800	-	2,800	
Uniforms and clothing	5,000	3,600	8,600	
Communications	32,200	4,600	36,800	
Household expense	5,700	24,700	30,400	
Insurance	16,100	8,600	24,700	
Indirect county costs	32,400	9,900	42,300	
Maintenance-equipment	13,900	4,300	18,200	
Maintenance-building and improvements	50,500	139,900	190,400	
Memberships and dues	4,800	500	5,300	
Miscellaneous expense	9,500	8,400	17,900	
Office expense	21,300	1,600	22,900	
Professional and specialized services	163,800	32,000	195,800	
Rents and leases - equipment	9,600	1,600	11,200	
Small tools and equipment	34,600	-	34,600	
Transportation charges	36,000	24,900	60,900	
Conference and seminars	400	-	400	
Utilities	84,100	47,600	131,700	
Education, books and training	7,300	1,200	8,500	
Taxes and licenses	-	-	-	
Bad debts	-	-	-	
Depreciation	487,100	482,400	969,500	
Total operating expenditures	<u>\$ 2,107,400</u>	<u>\$ 1,252,800</u>	<u>\$ 3,360,200</u>	2,390,700.00
Operating income (loss)	<u>\$ 781,800</u>	<u>\$ (525,000)</u>	<u>\$ 256,800</u>	
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ -	
CARES COVID-19 Grants	190,300	76,700	267,000	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Interest income	87,700	-	87,700	

892

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2020 thru December 31, 2020
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Insurance proceeds	-	2,388	2,388
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	278,000	79,088	357,088
Income (loss) before transfers	1,059,800	(445,912)	613,888
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Operating Gain/(Loss)	\$ 1,059,800	\$ (445,912)	\$ 613,888
Operating Gain/(Loss) before Depreciation	\$ 1,546,900	\$ 36,488	\$ 1,583,388

893

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2020 thru December 31, 2020
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2020	Adjusted Budget as of Dec 2020	YTD Actuals & Accruals thru Dec 2020	% Variance
Revenues:				
Permits	\$ 6,316	\$ 6,316	\$ 27,300	432%
Fines and penalties	10,062	10,062	4,100	41%
Rents and concessions	2,163,950	2,163,950	1,326,600	61%
Percentage lease rent	131,475	131,475	22,900	17%
Tiedown rents	86,800	86,800	51,900	60%
Hangar rents	625,891	625,891	265,900	42%
Land rent - hangars	416,006	416,006	211,200	51%
Transient tiedown rents	4,489	4,489	2,800	62%
Landing fees	66,906	66,906	30,500	46%
Parking fees	-	-	-	0%
Gas & oil fuel flow percentage	236,103	236,103	122,000	52%
% rent-all other gross rec	1,860,142	1,860,142	819,900	44%
Miscellaneous	30,695	30,695	4,100	13%
Total operating revenues	<u>\$ 5,638,835</u>	<u>\$ 5,638,835</u>	<u>\$ 2,889,200</u>	<u>51%</u>
Expenditures:				
Current:				
Salaries and wages	\$ 1,611,399	\$ 1,611,399	\$ 743,200	46%
Benefits	1,192,165	1,192,165	470,100	39%
Admin Salary allocated to Oxnard Airport	(301,627)	(301,627)	(123,000)	41%
Agricultural	36,380	36,380	2,800	8%
Uniforms and clothing	15,040	15,040	5,000	33%
Communications	66,013	66,013	32,200	49%
Household expense	30,100	30,100	5,700	19%
Insurance	40,125	40,125	16,100	40%
Indirect county costs	64,853	64,853	32,400	0%
Maintenance-equipment	86,000	86,000	13,900	16%
Maintenance-building and improvements	323,408	323,408	50,500	16%
Medical	1,580	1,580	-	0%
Memberships and dues	8,999	8,999	4,800	53%
Miscellaneous	27,382	30,983	9,500	31%
Office expense	44,806	44,806	21,300	48%
Professional and specialized services	500,018	647,471	163,800	25%
Rents and leases - equipment	30,800	38,600	9,600	25%
Small tools and equipment	22,977	36,383	34,600	95%
Transportation charges	88,006	88,006	36,000	41%
Conference and seminars	54,650	54,650	400	1%
Utilities	190,025	190,025	84,100	44%
Education, books and training	17,310	17,310	7,300	42%
Taxes and licenses	59,617	59,617	-	0%
Bad debts	20,000	20,000	-	0%
Depreciation	958,239	958,239	487,100	51%
Total operating expenditures	<u>\$ 5,188,265</u>	<u>\$ 5,360,525</u>	<u>\$ 2,107,400</u>	<u>39%</u>
Operating income (loss)	<u>\$ 450,570</u>	<u>\$ 278,310</u>	<u>\$ 781,800</u>	<u>281%</u>

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County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2020 thru December 31, 2020
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2020	Adjusted Budget as of Dec 2020	YTD Actuals & Accruals thru Dec 2020	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ 190,300	
Contribution to Outside Agency	(5,000)	(5,000)	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Interest income	297,435	297,435	87,700	29%
Interest expense	-	-	-	
Other loan payments	-	-	-	
Total non-operating revenues (expenses)	292,435	292,435	278,000	95%
Income (loss) before transfers	743,005	570,745	1,059,800	186%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
Operating Gain/(Loss)	\$ 743,005	\$ 570,745	\$ 1,059,800	186%
Operating Gain/(Loss) before Depreciation	\$ 1,701,244	\$ 1,528,984	\$ 1,546,900	101%

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County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2020 thru December 31, 2020
(Rounded to the nearest hundred)
(Unaudited)

	Adopted Budget as of Dec 2020	Adjusted Budget as of Dec 2020	YTD Actuals & Accruals thru Dec 2020	%
Revenues:				
Permits	\$ 3,072	\$ 3,072	\$ 1,500	49%
Fines and penalties	3,674	3,674	2,700	73%
Rents and concessions	92,362	92,362	135,200	146%
Percentage lease rent	143,249	143,249	60,400	42%
Tiedown rents	3,258	3,258	1,200	37%
Hangar rents	333,826	333,826	161,800	48%
Land rent - hangars	109,685	109,685	60,900	56%
Transient tiedown rents	100	100	400	400%
Landing fees	19,494	19,494	7,200	37%
Parking fees	18,962	18,962	5,100	27%
Gas & oil fuel flow percentage	56,743	56,743	32,600	57%
% rent-all other gross rec	532,440	532,440	257,700	48%
Miscellaneous	2,400	2,400	1,100	46%
Total operating revenues	<u>\$ 1,319,265</u>	<u>\$ 1,319,265</u>	<u>\$ 727,800</u>	<u>55%</u>
Expenditures:				
Current:				
Salaries and wages	\$ 377,578	\$ 377,578	\$ 177,700	47%
Benefits	377,021	377,021	156,300	41%
Admin salaries allocated from Camarillo Airport	291,627	291,627	123,000	42%
Agricultural	3,080	3,080	-	0%
Uniforms and clothing	15,691	15,691	3,600	23%
Communications	12,434	12,434	4,600	37%
Household expense	46,452	46,452	24,700	53%
Insurance	9,274	9,274	8,600	93%
Indirect county costs	19,892	19,892	9,900	0%
Maintenance-equipment	63,400	63,400	4,300	7%
Maintenance-building and improvements	110,952	118,517	139,900	118%
Medical	650	650	-	0%
Memberships and dues	1,995	1,995	500	25%
Miscellaneous expense	26,492	26,492	8,400	32%
Office expense	6,795	6,795	1,600	24%
Professional and specialized services	86,670	92,217	32,000	35%
Rents and leases - equipment	7,200	7,200	1,600	22%
Small tools and equipment	5,068	5,068	-	0%
Transportation charges	49,126	49,126	24,900	51%
Conference and seminars	31,650	31,650	-	0%
Utilities	101,148	101,148	47,600	47%
Education, books and training	1,300	1,300	1,200	0%
Bad debts	15,000	15,000	-	0%
Depreciation	950,022	950,022	482,400	51%
Total operating expenditures	<u>\$ 2,610,517</u>	<u>\$ 2,623,629</u>	<u>\$ 1,252,800</u>	<u>48%</u>
Operating income (loss)	<u>\$ (1,291,252)</u>	<u>\$ (1,304,364)</u>	<u>\$ (525,000)</u>	<u>40%</u>

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County of Ventura
 Airport Enterprise-Oxnard
 Budget to Actual
 July 1, 2020 thru December 31, 2020
 (Rounded to the nearest hundred)
 (Unaudited)

	Adopted Budget as of Dec 2020	Adjusted Budget as of Dec 2020	YTD Actuals & Accruals thru Dec 2020	% Variance
Non-operating revenues (expenses):				
State and federal grants	\$ -	\$ -	\$ 76,700	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Insurance Proceeds	-	-	2,388	
Other Loan Interest Payment	-	-	-	
Total non-operating revenues (expenses)	<u>-</u>	<u>-</u>	<u>79,088</u>	
Income (loss) before transfers	(1,291,252)	(1,304,364)	(445,912)	34%
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
Operating Gain/(Loss)	<u>\$ (1,291,252)</u>	<u>\$ (1,304,364)</u>	<u>\$ (445,912)</u>	<u>34%</u>
Operating Gain/(Loss) before Depreciation	<u>\$ (341,230)</u>	<u>\$ (354,342)</u>	<u>\$ 36,488</u>	<u>10%</u>

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**DEPARTMENT OF AIRPORTS
2021 MEETING SCHEDULES**

AAC/CAA/OAA

AVIATION ADVISORY COMMISSION	CAMARILLO & OXNARD AUTHORITIES
January 11	January 14
February 11	February 11
March 1	March 11
April 5	April 8
May 3	May 13
June 7	June 10
July 8 @ 5:00 p.m. (DUE TO HOLIDAY)	July 8
August 2	August 12
September 9 @ 5:00 p.m. (DUE TO HOLIDAY)	September 9
October 4	October 14
November 1	November 1 @ 5:00 p.m. (DUE TO HOLIDAY)
December 6	December 9

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. Effective April 1, 2021, meetings will take place at the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010.

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. Effective April 1, 2021, meetings will take place at the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010.

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