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

Monday April 1, 2019 7:00 P.M.

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

AGENDA

- 1. CALL to ORDER and PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL of MINUTES – March 4, 2019**
- 4. PUBLIC COMMENT PERIOD** - Citizens wishing to speak to the Commission on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of **three** minutes per item.

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

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

- 5. UNFINISHED BUSINESS – None**
 - 6. NEW BUSINESS**
- A. Subject: Review of Fiscal Year 2019-20 Proposed Budget**

Recommendation:

Staff requests that your Commission/Authorities review and comment on the Department of Airports proposed FY 2019-20 budget for Camarillo and Oxnard airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

B. Subject: Approval of the Department of Airports' Fiscal Year 2019-20 Rent and Fee Schedule, Effective July 1, 2019; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Approval of, and Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Notices of Intent to Terminate and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule.

Recommendations:

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

1. Approve the Department of Airports' ("Department") FY 2019-20 Rent and Fee Schedule (Attachment 1 is the DRAFT with highlighted changes), with an effective date of July 1, 2019; and
2. Authorize the County Executive Officer and the Director of Airports to Execute Certain Leases and Licenses as described in Section III of the Resolution (Section III of Resolution in Attachment 1); and
3. Approve, Adopt, and Execute the Resolution (Pages 30-37 of Attachment 1) establishing rents, fees, and insurance requirements for the Department.

7. DIRECTOR'S REPORT

8. REPORTS

Monthly Activity Report – February 2019
Monthly Noise Complaints – February 2019
Airport Tenant Project Status – March 2019
Project Status – March 2019
Financial Statements Period Ended – December 31, 2018
Financial Statements Second Quarter – FY 2018/2019
Rotation Schedule
Meeting Calendar

9. CORRESPONDENCE

Letter dated February 28, 2019 from Madeline Herrle to Jerry Alves, Airport Properties Limited, LLC re: Request of Records Request

Letter dated March 7, 2019 from Madeline Herrle to Charlie McLaughlin, Aspen Helicopters re: Midfield Facility Assessment Report

Letter dated March 7, 2019 from Madeline Herrle to MaryAnn Manolas, SBA Communications Corporation re: Amendment of Lease and Use Agreement, CA-45569-A, Oxnard Airport

Letter dated March 14, 2019 from Jorge Rubio to Stephen Maloney, Sun Air Jets

Letter dated March 15, 2019 from Jorge Rubio to Gerald Alves, Airport Properties Limited, LLC re: Public Records Request ("Request #2"), County N. Hangar Development

Letter dated March 15, 2019 from Jorge Rubio to Gerald Alves, Airport Properties Limited, LLC re: Public Records Request ("Request #3"), Revised Airport Plan

Letter dated March 15, 2019 from Jorge Rubio to Gerald Alves re: Notice of Intent to Terminate Option Properties

Letter dated March 19, 2019 from Jorge Rubio to Gerald Alves, Airport Properties Limited, LLC re: Public Records Request ("Request #5")

Letter dated March 22, 2019 from Madeline Herrle to James Wilkey, Wagon Train Productions, Inc. re: Storage Lease Agreement – Camarillo Airport Business Park

10. MISCELLANEOUS HANDOUTS – None

11. INFORMATION

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

13. ADJOURNMENT

The next regular Commission meeting will be on Monday, May 6, 2019 at 7:00 p.m. in the City of Camarillo Council Chambers, 601 Carmen Drive, Camarillo, California.

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

AVIATION ADVISORY COMMISSION

MINUTES

March 4, 2019

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Chair, Gary Jacobs, called the meeting to order at 7:10 p.m. and led the pledge of allegiance.

2. ROLL CALL

PRESENT

Gary Jacobs
Maggie Bird
Nanette Metz
Robert Trimborn
James Flickinger
Adriana Van der Graaf
Bruce Hamous
Bobby Williams
Harvey Paskowitz

Excused (E)

Late (L)

AIRPORT STAFF

Jorge Rubio
Madeline Herrle
Ana Castro

ABSENT

Steve Weiss (E)

3. APPROVAL OF MINUTES – February 4, 2019

Robert Trimborn moved to approve the February minutes and Adriana Van der Graaf seconded the motion. Bobby Williams and Nanette Metz abstained. All others 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.

A tenant of the airport stated that there were no financial statements in this month's meeting packet and also inquired about when the Department of Airport's budget workshop would be taking place.

A tenant of the airport stated that he would like the Commission's assistance to ensure that private hangar owners can stay on the airport as it pertains to the provisions in the Department of Airport's hangar leases that allows the department to terminate a lease by providing a 30-day notice to the tenant.

A tenant of the airport stated his concerns about the 40 year lease term with a 10 year extension that is in the lease agreement between RKR (Cloud 9) and the Department of Airports.

A tenant of the airport stated his concerns about the Department of Airport's hangar eviction process.

5. **UNFINISHED BUSINESS**

None.

6. **NEW BUSINESS**

A. Subject: Brown Act Training and Fair Political Practices Act Training

Leroy Smith of County Counsel went over a PowerPoint presentation and provided training on the Brown Act and the Fair Political Reform Act.

B. Subject: Review and Discuss the Bylaws of the Aviation Advisory Commission

Recommendation:

Review and discuss the bylaws of the Aviation Advisory Commission.

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Acting Director Jorge Rubio informed the Commission that this item was placed on the agenda upon request of the Commission at their last meeting. A discussion took place about the role of the Commission and whether the Commission is fulfilling its purpose as outlined in the bylaws. Commissioner Robert Trimborn recommended that the bylaws be amended to add language about the Brown Act and the Fair Political Reform Act. Mr. Trimborn also requested the bylaws be amended to clarify whether Robert's Rules of Order should be used during the meeting. It was determined that the agenda only allows for review and discussion of the bylaws and that any proposed amendments would need to be agendaized for adoption at a future meeting. Further discussion took place about the purpose of the Commission and there is a lot of confusion about the Commission's responsibilities. Chair Gary Jacobs created a subcommittee to review the bylaws. The subcommittee will include Commissioners Adriana Van der Graaf, Robert Trimborn, and Harvey Paskowitz. The subcommittee will report their findings at a future meeting.

C. Subject: Receive and File Report from County Counsel Regarding the Feasibility of Creating an Appeal Process for Terminations of Month-to-Month Leases of Aircraft Storage Hangars

Recommendation:

Staff requests that your Commission receive and file the report from County Counsel regarding the Feasibility of Creating an Appeal Process for terminations of Month-to-Month Leases of Aircraft Storage Hangars.

Leroy Smith of County Counsel stated that it is County Counsel's opinion that it is not feasible to create an appeals process whereby the Commission can determine whether a month-to-month lease should be terminated. It was clarified that the Board of Supervisors has delegated termination of leases to the airport director and if there is discontent with this process then the recourse is to go to the Board of Supervisors and request that they retain the responsibility of terminating leases. Commissioner Bruce Hamous suggested that the Commission recommend to the Board of Supervisors that the hangar leases not be month-to-month. It was clarified that the department is currently addressing these issues in the hangar lease negotiation process. Mr. Hamous also suggested that the issue of a grievance process for tenants be addressed during the hangar lease negotiation process.

Adriana Van der Graaf moved to approve staff's recommendation and Maggie Bird seconded the motion. All others voted in favor and the motion passed unanimously.

7. DIRECTOR'S REPORT

Acting Director Jorge Rubio provided an update on the airport director position. Mr. Rubio shared that a decision should be made in the next few weeks.

8. REPORTS

Monthly Activity Report – January 2019
Monthly Noise Complaints – January 2019
Airport Tenant Project Status – February 2019
Project Status – February 2019
Rotation Schedule
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE

Letter dated January 24, 2019 from Erin Powers to Jim Harris, Coffman Associates, Inc. re: Notice to Proceed, Camarillo Airport – Airfield Geometry Study and Airfield Drainage Study for Runway 8-26 and Taxiway Connectors, AEA No. 18-12

Letter dated January 24, 2019 from Erin Powers to Venco Western, Inc. re: Notice to Proceed for Camarillo Airport – DOA STORAGE YARD IRRIGATION AND LANDSCAPE, Specification No.: DOA 19-01 (N), Project No.: CMA-207C, City of Camarillo: IPD-402

Letter dated January 31, 2019 from Erin Powers to Joe Vacca, City of Camarillo re: Capital Improvement Program for Camarillo Airport

Letter dated January 31, 2019 from Erin Powers to Kathleen Mallory, City of Oxnard re: Capital Improvement Program for Oxnard Airport

Letter dated January 31, 2019 from Erin Powers to Brenda Perez, Federal Aviation Administration re: 5 Year Airport Capital Improvements Plan (ACIP), CMA – NPIAS NO. 06-0339, OXR – NPIAS NO. 06-0179

Letter dated February 12, 2019 from Jorge Rubio to Graeme Flynn, SBA Communications Corporation re: Conceptual Approval of Sprint's Equipment Upgrades/Additions at SBA Communications' Telecommunications Facility at 2889 West 5th St., Oxnard, CA 93030

Letter dated February 14, 2019 from John Feldhans to Whom It May Concern re: Camarillo Hangar Waitlist

Correspondence was received and filed.

10. MISCELLANEOUS HANDOUTS

None.

11. INFORMATION

Miscellaneous articles of interest.

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Information was received and filed.

12. COMMISSION COMMENTS

Commissioner Bobby Williams inquired whether tie downs on Row 13 at Camarillo Airport are assigned or transient. Acting Director Jorge Rubio shared that the tie downs are rented to a flight school therefore they are not transient spaces. Mr. Williams requested that Mr. Rubio look into the tie down markings because it is hard to tell which spaces are rented.

13. ADJOURNMENT

There being no further business, the March 4, 2019 meeting of the Aviation Advisory Commission was adjourned at 9:13 p.m.

JORGE E. RUBIO, A.A.E.
Administrative Secretary

April 1, 2019

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

Subject: Review of Fiscal Year 2019-20 Proposed Budget

Recommendation:

Staff requests that your Commission/Authorities review and comment on the Department of Airports proposed FY 2019-20 budget for Camarillo and Oxnard airports; and Camarillo Roads and Lighting Enterprise Fund, as attached, and recommend approval of the Board of Supervisors.

Discussion:

In summary, the FY 2019-20 proposed budget funds airport operations, capital improvements and projects a reasonable cash balance. The budget proposes to provide the funds necessary to maintain and improve the airports within the guidelines and policies followed by the Department of Airports.

This budget represents a continued effort by staff to analyze the operating budget through a hybrid "line item" and "zero-based" approach and to integrate the capital budget needs of both airports in a manner sustainable through the currently approved rent and fee schedule.

- The revenue section shows an increase in property and investment revenue. The property revenue increases are primarily due to new leases in the business park at Camarillo Airport, leases in the airside of the airports, and rate adjustments to various leaseholds. Other revenue sources such as percentage rent and miscellaneous fees continue to perform to the current year's level.

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- Camarillo Airport is planned to operate at a negative net cost, excluding depreciation.
- Oxnard Airport is planned to operate at a positive net cost, excluding depreciation. This is primarily due to the elimination of a onetime rental deferral collected in fiscal year 2018-19 from a tenant, an increase in airport operations officers' safety retirement benefits, and the loss of a rental car company in the terminal building.
- The Enterprise Fund E300 is planned to operate at a negative net cost, excluding depreciation.
- The department anticipates being staffed at 34 FTE's.

The budget book is divided into sections for purposes of review, as follows:

TAB #1: "Presentation Materials":

This section is reserved for presentation materials, including graphs, which will be discussed at the budget workshop.

TAB #2: "Camarillo/Oxnard Combined":

1. A cash flow analysis for the five-year period July 1, 2019 – June 30, 2024, supports the FY 2019-20 budget as sustainable with a \$16.4M cash balance that would begin with the new fiscal year. The highlights are as follows:
 - a. Depreciation is excluded in the cash flow calculation since it is not a true cash expense.
 - b. Reserve levels beginning FY 2019-20 are \$16.4 million and \$5.1 million beginning FY 2020-21, which are sustainable. These levels are expected to decrease as the department completes capital projects such as the County's Northeast Hangar Complex and re-construction of the runways at both airports in the coming years. However, reserve levels remain adequate to provide a sufficient cash base for planned operations and other capital projects. The target/projected reserve level can be adjusted by adding or subtracting projects in the Capital Improvement Plan (CIP).
2. The FY 2019-20 Preliminary Budget depicts the proposed budget's impact on operating expenditures compared to the current year's Adopted Budget.

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3. The "Negative Net Cost" without depreciation for operating the department is \$1,403,200.
4. Line item budgets depict all non-capital expenses and revenues. The "Total Expenditures" on **page 8** reflects an amount similar to the previous adopted budget, however it reflects projected performance-based salary increases, reclassification of maintenance staff positions, safety retirement for operations officers and other labor expense associated costs.

TAB #3: "Camarillo":

1. Camarillo's "Net Cost" without depreciation is positive at (\$1,784,300). Please note that administrative salaries and benefits are allocated 80% to Camarillo administration and 20% to Oxnard administration to present a more realistic picture of the costs for each airport.
2. Services and supplies budget (**page 15, accounting code 2000**), reflects a slight decrease of \$53.9 (3.3%), this is primarily due to an effort to continue to improve the business park area by creating a more attractive space for potential tenants, but considering that other improvements were performed in the previous year. This includes making high speed internet available and upgrading buildings to a different rental class.
3. Camarillo administration, operations, and maintenance sub-budgets are also found in this section for a more detailed listing of expenditures and revenue.

TAB #4: "Oxnard":

1. Oxnard's "Net Cost" without depreciation is \$381,000. This decrease is primarily due to the elimination of a onetime rental deferral collected in fiscal year 2018-19 from a tenant, an increase in airport operations officers' safety retirement benefits, and the loss of a rental car company in the terminal building. Please note that 20% of salaries and benefits from department administration are allocated to Oxnard airport to give a truer picture of costs.
2. Salaries and benefits increase by \$94,100 (**page 33 accounting code 1000**), primarily due to an increase in safety retirement for operations officers, cost of living adjustments, and overall benefits for the remaining staff.

3. Services and supplies budget (**page 34, accounting code 2000**), increased 0.9% due to a slight increase of operational expenses.
4. Oxnard administration, operations, and maintenance sub-budgets are also found in this section for a more detailed listing of expenditures and revenue.

TAB #5: “Capital”:

This budget is for capital expenses and revenue associated with federal and state grants and non-grant projects. The “net cost” of proposed projects is \$1.3 million. The projects are listed for your review on two tables and are consistent with the department’s five year Capital Improvement Plan.

Highlights of the capital budget are:

1. For Camarillo (**page 61**), the grant funded projects include the Taxiway H Rehabilitation and the environmental review for the planned runway and taxiway reconstruction. Non-grant projects scheduled at Camarillo include the rehabilitation of parking lots and streets, upgrade of the airfield security camera system, the replacement of the airport beacon, solar power development, a roof survey update, a facility HVAC survey, and the implementation of a Facility Records Management System.
2. For Oxnard (**page 63**), the grant funded projects include the final design of the runway reconstruction project, the drainage study and environmental reviews required for runway safety area, and the final design for the taxiway connectors and runway safety area reconstruction. Non-grant projects at Oxnard airport include the terminal Parking Lot Rehabilitation, a roof survey update, and a facility HVAC survey.

TAB #6: “Camarillo Roads and Lighting”:

This budget is for the maintenance of streets, street lighting and storm drains at the Camarillo airport. The budget is funded through assessments to the eight owners of developed property on the airport campus, of which the Department of Airports represents a share of approximately 66%. The projects for this fiscal year includes the rehabilitation of Airport Way and Durley Avenue-west.

Staff realizes that there is a tremendous amount of information in the budget, and we have tried to organize it in a way that makes it accessible for discussion. Please feel free to contact me at 805-388-4201 should you have any questions.

A handwritten signature in blue ink, appearing to read 'J. Rubio'.

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

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April 1, 2019

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

Subject: Approval of the Department of Airports' Fiscal Year 2019-20 Rent and Fee Schedule, Effective July 1, 2019; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; Approval of, and Delegation of Authority to the County Executive Officer and the Director of Airports to Execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, Notices of Intent to Terminate and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule.

Recommendations:

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

1. Approve the Department of Airports' ("Department") FY 2019-20 Rent and Fee Schedule (Attachment 1 is the DRAFT with highlighted changes), with an effective date of July 1, 2019; and
2. Authorize the County Executive Officer and the Director of Airports to Execute Certain Leases and Licenses as described in Section III of the Resolution (Section III of Resolution in Attachment 1); and
3. Approve, Adopt, and Execute the Resolution (Pages 30-37 of Attachment 1) establishing rents, fees, and insurance requirements for the Department.

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Fiscal/Mandates Impact:

Mandatory: No

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

Funding match required: None

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

Summary of Revenues and Costs

FY 2019-20 Requested (Note B)

Revenue (see Note A):	\$ 6,958,100
Costs:	
Direct (see Note A)	5,377,200
Indirect – County Cost Allocation Plan	<u>475,100</u>
Total Costs	<u>5,852,300</u>
Net Airports' Revenue	<u>\$ 1,105,800</u>

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

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

Discussion:

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

Per Rent & Fee Schedule, Resolution Policy 3b, the rate adjustment for existing hangars and tie-downs this year will equal two (2) years of Consumer Price Index (CPI) adjustment, or 6.971%. Language has been added to include the rate for County hangars installed/built after 2019.

Language regarding landing fees has been modified to reflect current practices. Additionally, landing fees will reflect an increase equal to one (1) year of CPI adjustment, or 3.245%. Lighter-than-Air Aircraft Use Fee will reflect an increase equal to six (6) years of CPI (the fee was last adjusted in 2012), or 13.02%.

Additionally, appraisals have been done for various buildings and non-aviation land values, setting the non-aviation land rental rate to \$1.35/sf/yr. Aviation land is discounted by 35% due to its restricted use resulting in an aviation land rate of \$0.8750/sf/yr.

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Some airport permits that are charged based on "cost recovery", including those for Mobile Mechanics, Independent Flight Instructors, and Self-Fuelers, have decreased due to streamlining the permitting process and monitoring time. Permit fees for taxi-cab stands, scheduled shuttle operations, and courtesy vehicles will be adjusted to reflect the appropriate permitting process and monitoring time.

Rates have been adjusted for airport staff where time is charged for grants, tenant requested maintenance, and/or tenant requested operations that are not part of the DOA's day-to-day business. Billable rates for staff reflect projected salaries and benefits with the 70.5% Indirect Cost Recovery Proposal applied.

If you have any questions regarding this item, please call me at 388-4201.



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

Attachments:

1. FY 2019-20 Rent and Fee Schedule - Proposed Highlighted Version
2. FY 2019-20 Rent and Fee Schedule - Proposed Clean Version

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**RENT AND FEE SCHEDULE
DEPARTMENT OF AIRPORTS**

Rents and Fees Common to
Camarillo and Oxnard Airports

Effective July 1, ~~2018~~ 2019

ATTACHMENT 1

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

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

Transient aircraft shall be charged fees as set forth below:

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

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

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

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

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

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

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

B. Tie-downs (month to month)

1. Push in/out - ~~\$95/month~~ \$102/month
2. Taxi in/out - ~~\$130/month~~ \$139/month

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

Tie-down/Monthly and Transient/Daily Fees: Daily fee ~~\$1.39~~ \$1.44 per 1,000 lbs. of Max. gross take-off weight rounded up to the next 10,000 lbs. increment. Monthly fee- is 40x10 times the daily fee. Fees are rounded to the nearest whole dollar. ~~Partial listing below:~~

MONTHLY	DAILY	FEE	FEE
AIRCRAFT WEIGHT (MGTOW)		FEE	FEE
12,501	20,000 lb.	\$280	\$28
20,001	30,000	\$420	\$42
30,001	40,000	\$560	\$56

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40,001 - 50,000	\$700	\$70
50,001 - 60,000	\$830	\$83
60,001 - 70,000	\$970	\$97
70,001 - 80,000	\$1,110	\$111
80,001 - 90,000	\$1,250	\$125
90,001 - 100,000	\$1,390	\$139
100,001 - 110,000	\$1,530	\$153
110,001 - 120,000	\$1,670	\$167

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

D. Ground Rent - Private Hangars

1. The rent for Privately owned hangars is based upon ~~\$0.13~~ \$0.139 per square foot per month.

NOTES:

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

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

1. The rent for County owned hangars is built/installed prior to 2019 is based upon ~~\$0.34~~ \$0.364 per square foot per month. The rent for County owned hangars is built/installed after 2019 is based upon \$0.50 per square foot per month.

NOTES:

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- a) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$9 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.
- b) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.

NOTE: (

- c) The following are examples of hangar areas – not all inclusive:)

Inventory installed prior to 2019:

Inventory installed on or after to 2019:

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

- 1. Tee Hangars (1,130 S.F.)
- 2. Tee Hangars (1,310 S.F.)
- 3. Tee Hangars (1,280 S.F.)
- 4. Tee Hangars (1,550 S.F.)
- 5. Tee Hangars (2,800 S.F.)

II. AIRCRAFT OPERATIONS

A. Landing Fees

- 1. Air Carriers (scheduled commercial – non-based) and Air Taxicabs (non-scheduled commercial – non-based) shall be charged a minimum landing fee of ~~\$15~~ \$15.49 or ~~\$1.39~~ \$1.44 per 1,000 pounds of gross weight, rounded to the nearest whole dollar, whichever is greater. The term "gross weight" shall be the certified maximum gross takeoff weight specified by FAA for the type of aircraft.

NOTE: Landing Fee includes first overnight parking fee.

- 2. Privately owned or leased aircraft (non-based), not used for hire or compensation, shall be exempt from landing fees up to 12,500 pounds. However, heavier aircraft shall be charged at the above rate.
- 3. Lighter-than-air Aircraft Use Fee. Lighter-than-air aircraft such as airships, dirigibles, blimps and balloons shall be charged a daily use fee of ~~\$100~~ \$113. The payment of this fee shall entitle the operator to a mooring location on a site assigned by the airport, as well as parking for support vehicles. Prior permission of the Director of Airports is required.

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B. Fuel Flowage/Storage

1. Fuel Flowage - All vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Fuel Flowage Fee of \$0.06 per delivered gallon.
2. Facility Fee – (For use of County Fuel Farm Facilities) vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Facility Fee of \$0.02 per delivered gallon.

NOTE: Tenant will pay actual cost of utilities on a pro rata basis and will be billed quarterly for those costs. An annual adjustment will be made at the end of each year.

3. Oil Flowage - All vendors who dispense aviation oil upon County Airports shall pay the County an Oil Flowage Fee of \$0.15 per delivered gallon.
4. Fuel Tank Rental - Whenever County owned tanks are utilized to store fuel, a Fuel Storage Fee of \$0.046 per delivered gallon shall be paid to County.

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

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

III. GOVERNMENT AIRCRAFT

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

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

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

IV. AIRPORT BUILDINGS/IMPROVEMENTS

A. Rent (Non-Aviation)

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

B. Rent (Aviation)

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

Current rates per square ft. per month are:

	<u>Camarillo</u>	<u>Oxnard</u>
Hangar	\$0.40	\$0.40
Shop	\$0.40	\$0.40
Office	\$0.50	\$0.50
Ramp	\$0.0768 \$0.0794	\$0.0768 \$0.0794

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

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

D. Term of Lease (Minimum Qualifications) Aviation

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

is required, as approved by the Director of Airports, and such improvements shall be completed within one year or less, or as negotiated in the lease.

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

- Repainting at least once every 10 years
- Maintain roof free of leaks
- Maintain landscaping in clean and healthy condition (free of trash)

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

V. AIRPORT LAND/GROUND AREAS

A. Rent (Non-Aviation and Aviation)

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

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

- a) Non-Aviation Land Rent Rate is ~~\$1.30~~ \$1.35 per square ft. per year based on 10% ROI using ~~March 18, 2018~~ March 21, 2019 appraisal stating land value at ~~\$13.00~~ \$13.50 per square foot.
- b) Aviation Land Rent Rate is ~~\$0.8450~~ \$0.8750 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

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

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

(NOTE: Formula Minimum Rent: 10% of the Fair Market Value and/or

appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be appraised and Rental Value adjusted periodically with Director of Airports' discretion).

NOTES:

- a) All improvements constructed by the Tenant on the Airport shall, at the option of the County, be removed and the ground area returned as nearly as practicable to its original condition or may be vested with the County upon termination of the Lease.
- b) Tenant shall maintain leased premises in as good or better condition, to include:
 - Repainting at least once every 10 years (or as needed)
 - Maintain roof free of leaks
 - Maintain landscaping in clean and healthy condition (free of trash).
- c) Agricultural leases are handled as special situations and are exempted from the foregoing guidelines and minimums. Rents shall be established by market comparisons as determined by the Director of Airports.
- d) Not-for-profit aviation museums are handled as special situations and are exempted from the foregoing formula minimum rent requirements. Land rent shall be as negotiated with the Director of Airports and approved by the Board of Supervisors.

B. Term of Lease (Non-Aviation and Aviation

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

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

VI. AUTO PARKING

A. Terminal Area Parking (Oxnard Terminal Building)

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- 0-4 hours free
- 4-6 hours \$4
- 6-12 hours \$5
- 12-24 hours \$8
- Each additional 24 hours \$8/day

(Note: \$100.00 monthly rates available)

B. Permit Parking (Excludes Oxnard Airport Terminal Parking)

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

VII. AIRPORT PERMITS

A. Commercial Activity Permits

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

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

- 1. Permit Fee, Aviation Commercial uses/activities and aircraft/auto mobile detailing
 - a) Daily Permit ~~\$255~~ \$199; ea. additional consecutive day ~~\$39~~ \$35
 - b) Annual Permit
 - 1. Mobile Mechanic ~~\$2,127~~ \$1,879
 - 2. Independent Flight Instructor ~~\$2,127~~ \$1,879
 - 3. Self-Fueler ~~\$2,127~~ \$1,879
- 2. Permit Fee, Non-Aviation Commercial uses/activities
 - a) Daily Permit \$436; ea. additional consecutive day \$100 (up to 3 days)
 - b) Monthly Permit \$871
 - c) Annual Permit \$2,438
- 3. A Certificate of Insurance naming the County of Ventura and/or Department of Airports as Additional Insured with coverage as specified in Exhibit "A."
- 4. A \$20 fee will be collected on all first issue gate access cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.
- 5. Evidence of the applicable City business license.

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NOTE: Permit does not allow Permittee to enter upon lessee's premises without approval of lessee. Commercial activity permit fees may be adjusted at the discretion of the Director of Airports if deemed necessary for the provision of services. One-Year Permit is subject to 30-day termination.

B. Commercial Film/Photography Permits

No person or business entity shall conduct any commercial filming, photography or demonstrations upon County airports without first obtaining a permit from the Director of Airports.

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

1. Permit Fee
 - a) Feature/TV/Commercial/Movie Filming \$1,100/day (includes location and basecamp 1-20 cast/crew)
 - b) Feature/TV/Commercial/Movie Filming \$3,000/day (includes location and basecamp 21+ cast/crew)
 - c) Commercial Photography \$800/day
2. Certificate of Insurance naming the County of Ventura and/or Department of Airports as Additional Insured with coverage as specified in Exhibit "A."
3. Security/clean up deposit equal to the per-day fee may be required if determined by the Director of Airports to be justified by the planned activity.

NOTES:

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

C. Special Use (Non-commercial) Activity Permit

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

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

1. Permit Fee

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

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

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

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

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

E. Special Uses Requiring Extra or Overtime Personnel

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

F. Aircraft Repair Work Areas

The use of aircraft repair work areas is limited to aircraft owners, notwithstanding commercial activity provided for herein.

Fee: \$6.00 for each four-(4) hour block of time or portion thereof.

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

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

The following is required for a permit:

- 1. Taxi/Shuttle Permit Fee \$1,292 \$1,466 per year; (at discretion of Director, may be payable \$108 \$134 per month in advance).
- 2. Courtesy Vehicle Permit Fee (Hotel/Motel vehicle to which no fee for service is

- charged the customer) ~~\$134~~ \$149 per year each company.
3. Certificate of Insurance naming the County of Ventura as Additional Insured, with coverage as specified in Exhibit "A."
 4. Evidence of the applicable City Business License.

VIII. MISCELLANEOUS CHARGES

A. Document Processing Fee

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

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

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

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

C. Document Copying Fee

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

D. Bad Check Charge

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

E. Security Gate Cards

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

F. Parking Citations

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

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

Large Room \$179/day \$185/day
Small Room \$41/day \$42/day

H. Late Fee

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

I. Airport Sweeper Service Fee

~~\$110/hour~~ \$118/hour (or partial hour) for use of airport sweeper on airport. Fee includes airport personnel as sweeper operator.

J. Other Hourly Rates

Grant Billing – Federal Grants

Administrative Officer I/II ~~\$95.33/hour~~ \$117.25/hour
Engineer III \$100.30/hour
Senior Accounting Tech I ~~\$71.99/hour~~ \$76.26/hour

Maintenance Workers

Senior Maintenance Worker III ~~\$82.28/hour~~ \$90.12
Lead Maintenance Worker IV ~~\$85.61/hour~~ \$106.98

Operations Workers

Operations Officer ~~\$81.68/hour~~ \$105.61/hour
Small UAS Operations (two Officers) ~~\$163.36/hour~~ \$211.22/hour

IX. LEASE/LICENSE AGREEMENTS

A. Types of Tenancy/Use

1. Full-Service Aeronautical Service Provider (ASP): An operator that provides a full range of aviation services as identified in the lease agreement.
2. Limited Service Aeronautical Service Provider (ASP): Specialized aircraft

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business and services, excluding fueling services, as identified in the lease agreement.

3. Specialty Aviation Operations: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit flying clubs and flight schools.
4. Industrial or Non-aviation Business: Business of a type whose operations are not dependent on runway access or airport orientation.
5. Land Leases: Tenant constructs a building or makes improvements on County owned land.

NOTE: Refer to Minimum Aeronautical Standards for commercial leases.

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

1. Base Rent Leases - No Percentage

Base rents are established by Fair Market Value comparisons.

2. Percentage Rent Leases

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

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

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

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

4. Options

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

C. Terminal Areas - Building and Parking (Oxnard)

1. Air Carrier
 2. Air Taxi and Air Charter (Non-scheduled)
 3. Auto Rental (Rent-a-Car)
 4. Travel Agency
 5. Lobby Concessionaire or Licensee
- a) Term: Up to 5 years
 - b) Minimum Rents: Established at Fair Market Value based on comparisons.
 - c) Percentage Rents: Amount by which specified percentage rent exceeds minimum for counter, office, and cargo area (and fee for parking spaces if included in lease agreement).

NOTES:

- 1) In addition to space rental, auto rental tenants shall pay quarterly 10% of gross receipts. Assigned parking shall be at \$20/month per space (5 spaces minimum).
- 2) Travel Agency tenants shall pay \$100 minimum or more per month vs. 1/2% on first \$250,000 gross sales and 1% over.

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

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

E. Restaurant

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

X. ACCESS TO AIRPORT FROM ADJACENT PRIVATE PROPERTY

- A. All requests for company/private aircraft oriented uses shall be considered as a special situation and must be approved on an individual basis by the Director of Airports.

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- B. Authorization for access to the Airports will be given on County's License Agreement format.
- C. The applicant for access to the Airport shall be required to pay for all improvements on Airports' property that are necessary and prerequisite, in the opinion of the Director of Airports, to accommodate the applicant's access needs. If Licensee is not required by County to remove all such improvements and restore the property to its original condition, the improvements shall become the property of the County.
- D. Minimum rents and percentages for access may be negotiated based on type and intensity of airport use.

XI. INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES

See Exhibit "A" attached.

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EXHIBIT "A"

INSURANCE REQUIREMENTS FOR AIRPORTS LESSEES, LICENSEES AND PERMITTEES

I. LESSEES

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

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

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.
3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Business Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence. Exception: fuel trucks (see below).
5. Fuel Truck: \$1,000,000 per vehicle.
6. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
7. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County of Ventura must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the

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above requirements.

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

B. Air Carriers:

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

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

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

3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Business Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
5. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
6. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

NOTE:

- a) The WC requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of personal medical insurance will be required instead.
 - b) Only paragraphs 1, 2, and 6 above would apply to an experimental aircraft operating under a Special Airworthiness Certificate.
- D. Flying Clubs: (As defined in the Minimum Aeronautical Standards)
1. Commercial General Liability, including contractual, products and completed operations and owner's and contractors' protective: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
 2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.
 3. Owned and Non-Owned Auto Liability: (if applicable) Limits of \$500,000 for each occurrence.
 4. Hangar Keepers Liability: (if applicable) \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
 5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the

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

E. Industrial and Non-aviation Business:

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Business Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$500,000 for each occurrence.
3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
5. If Lessee is self-insured for any or all of the required insurance coverage's, Lessee agrees to provide Lessor with written confirmation that Lessee is a duly authorized and funded self-insured entity for those coverage's under the laws of the State of California. Lessor agrees to accept Lessee's status as a self-insured entity as satisfactory compliance with Lessor's normal insurance requirements as listed above.

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

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

II. LESSEES AND LICENSEES (Includes all based aircraft, as well as ultra-lights,

occupying tiedowns, County and/or private hangars)

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

III. PERMITTEES

A. Commercial Activity Permit - Non-Aircraft:

- 1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 each occurrence, depending upon the type of activity proposed.
- 2. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
- 3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
- 4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

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

B. Commercial Activities Permit - Aircraft:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 each occurrence.
2. Aircraft and airport operations, including passengers, products and completed operations or Premises Liability (whichever is deemed appropriate by the County): Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.
3. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
4. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of PERMITTEE and Employer's Liability in the minimum amount of \$1,000,000.
5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.

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

C. Commercial Activities Permit – Aircraft Mobile Mechanics:

1. Commercial General Liability: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
2. Products Liability and Completed Operations Coverage: Combined single limit liability coverage \$500,000 each occurrence.
3. Hangar Keepers Legal Liability, ground coverage, including taxi coverage: \$100,000 each aircraft, \$100,000 each occurrence.
4. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.

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

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

D. Special Use Permits:

1. Movie and Commercial Filming:

- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$2,000,000 to \$5,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Business Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$2,000,000-\$5,000,000 for each occurrence, depending upon the type of activity proposed.
- c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the

Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.

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

2. Commercial Photography:

- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$1,000,000 to \$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$1,000,000 to \$2,000,000 for each occurrence, depending upon the type of activity proposed.
- c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.
- d. Workers' Compensation (WC) coverage, in full compliance with

California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

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

2.3. Permitted Public Events/Non-Air Shows:

- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$1,000,000-\$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Business-Commercial Auto Policy: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
- c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.
- d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.

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

3. 4. Permitted Aeronautical Events: (Air shows, fly-ins, air meets, contests or exhibitions).

- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000-\$5,000,000 each occurrence.
- b. Business Commercial Auto Policy, including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$1,000,000 for each occurrence
- c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/ lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Permittee/Licensee/Lessee/Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.
- d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a

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

- f. In addition to obtaining the above- required insurance, the sponsor shall pay the additional premium charged to the Department of Airports by their insurance carrier, if any.

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

IV. CONTRACTORS

A. Airport Contractors:

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

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

EXHIBIT "B"

PRIVATE HANGARS - GROUND AREA

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

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

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

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

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

I. RENTS, FEES, AND INSURANCE REQUIREMENTS

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

II. POLICY FOR ESTABLISHING RENTS, RATES AND FEES

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

Policy 1:

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

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

Policy 2:

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

Policy 2a:

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

Policy 3:

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

Policy 3a:

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

Policy 3b:

It shall be County policy that the rents and fees for those properties and/or facilities, which are County owned and County operated consistent with the fundamental public services afforded by the Department of Airports, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical.

This approach will result in competitive pricing of County services and serve to constrain the migration of outside County aircraft operators seeking lower fares. Adjustments to these rates shall be by cost-recovery analysis every five (5) years, with interim adjustments calculated by applying the Consumer Price Index (CPI) every other year. Examples: aircraft tie-down, aircraft storage hangars. In calculating the costs of the above services (Policies 3 and 3a), that depreciation attributed to donated assets shall be specifically excluded from such costs. This is consistent with and in conformance with assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970 which states that "no part of the Federal share of an airport development project shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

Policy 3c:

It shall be County policy that the provision by the County of aircraft storage facilities and/or property for the same purpose, shall be for the exclusive purpose of storing aircraft deemed to be in an airworthy condition. Temporary exceptions to this requirement may be granted by the Director of Airports on a case-by-case basis, upon the demonstration of visible and reasonable progress to bring an aircraft to airworthy status, consistent with the FAA's "Policy on the Non-Aeronautical Use of Airport Hangars," Docket No. FAA 2014-0463, 81 FR 38906, § II.b. The Director of Airports may make such determinations based on periodic inspections of such facilities and/or property as frequently as once every 90 calendar days. The intent of this policy is to ensure compliance with the aircraft storage license agreements with regard to storage of aircraft that are in airworthy condition and/or aircraft that are being brought to airworthy condition versus non-airworthy aircraft being stored, in parts or in whole, to obtain storage space that is considered less expensive than commercially available non-aviation storage space. Examples: aircraft tie-down, county-owned storage hangars, privately-owned storage hangars.

Policy 3d:

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

The intent is to prevent the tenant from offering the expanded/built-out/replaced hangar to the County for an unrealistically high price only to prevent the County from being a viable purchaser of the hangar. Example: Hangar valuation is \$100 (including value of the land). Tenant offers it to the County for \$200 (unrealistically high). The Tenant cannot then offer the sale to another party for less than \$170 (85% of \$200) without first offering it to the County again at the reduced price.

Policy 4:

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

Policy 5:

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

III. AUTHORIZATION TO EXECUTE.

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

A. DEFINITIONS.

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

improvements, leasing of a building or portion of a building to tenant or concessionaire.

2. LICENSE. A conveyance of "personal" rights for occupancy or use of property under this authority, limited to one (1) year. License may be extended subject to specified time with prior Notice of Termination. Examples: Aircraft tie-downs, storage, portable hangars, ground use, vending machines, food or merchandise catering truck, carousel sign use, and land encroachments.
3. PERMIT. A personal right to occupy or use property under this authority, limited to maximum term of one (1) year. Permit may be extended subject to 30-day Notice of Termination. Examples: Temporary occupancy for fixing of premises, aircraft repair work or wash/wax activities.
4. SPECIAL USE/ACTIVITY PERMIT. A personal right to occupy, use, or conduct a specified "activity", limited under this authority to a maximum of seven (7) days. (Longer periods must be renewed daily.) Examples: Air shows, movie or TV filming, photography or commercial demonstration.
5. OPERATIONAL AGREEMENTS. Mutually agreed upon procedures pertaining to operational matters established between the Department of Airports and other governmental agencies.
6. EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE.
 - a) An Extension is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
 - b) An Amendment is a change of one or more of the terms, conditions, or covenants consistent with authorized terms and amounts specified in Board- approved rent and fee schedules.
 - c) A Consent is a ratification of a term, condition, or covenant in an existing agreement executed by the Board made subject to "County approval". The Director of Airports may issue Consent after determining proper compliance. This includes an Assignment of Lease. The Director of Airports may also approve a "sublease" or "additional use" by lessee but limited to five (5) years.
 - d) Notice of Intent to Terminate is a notice by which the Director

expresses intent to terminate pursuant to a breach or default. On a Board-approved Agreement, final termination shall be subject to Board approval. Leases executed by Director of Airports may be terminated by the Director of Airports.

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

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

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

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

Liquidated Damages

County shall have the right to demand, and Lessee agrees to pay Liquidated Damages in the sum of one percent (1%) of the security deposit required of Lease, (but not less than \$10.00), for each day a violation exists of any of the following lease conditions and/or lease articles:

LEASE CONDITIONS AND/OR ARTICLES

USES AND SERVICES
OPERATING SCHEDULE AND CONTROLLED PRICES
IMPROVEMENTS AND INVESTMENTS
CONSTRUCTION
INSURANCE
OPERATIONS
FINANCIAL REPORTS AND RECORDS
MAINTENANCE AND REPAIR
FAA SPECIAL PROVISIONS

- C. NEGOTIATIONS, PREPARATIONS, AND LEGAL APPROVAL. The

Leases, Subleases, Licenses, Permits, Special Use/ Activity Permits, Extensions, Amendments, Consents, and Notices of Intent to Terminate shall be negotiated and prepared by the Department of Airports or, by request of the Director of Airports, negotiated and/or prepared by the Public Works Agency, Real Property Services. All Agreements shall be submitted to County Counsel's Office for approval as to legal sufficiency prior to final execution excepting pre-approved, routine "form" documents.

- D. TERMINATION DUE TO "REPEATED" VIOLATIONS. The Board of Supervisors hereby authorizes the Director of Airports to include in selected agreements the right to issue a "Notice of Termination for Breach of Good Faith" which would allow termination of an Agreement after tenants repeating the same violation three (3) times or more within any twelve (12) month period, regardless of tenants' cure, remedy, or diligent pursuit to correct violations.

- E. BACKGROUND DETERMINATION AND GUIDELINES. No agreement will be executed under the authority of this RESOLUTION if the County Executive Officer or the Director of Airports of the Department of Airports determines that: (1) The proposed use or occupancy is in conflict with the County's adopted plans for development; (2) The other party(s) to a proposed Agreement has a reputation, character, or background which could be detrimental to County's interest; or (3) Such other party(s) does not have technical knowledge, management ability, or financial capability to fulfill the purpose and provisions of the Agreement.

- F. RENTAL POLICY. It shall continue to be Department of Airports' Policy to require "ALL" tenants or users of County Airports property to pay rents established by Board-approved Rent and Fee Schedules; however, the Director of Airports may determine that certain special services including labor and/or materials may be accepted in lieu of cash payment of rent where all other guidelines are consistent with Director of Airports' Authority. Director of Airports is authorized to adjust rents incrementally to current rate to ensure the cost will not cause a loss of business.

- G. CONTROVERSIAL OR POLICY SETTING AGREEMENTS. Any transaction authorized by this Resolution, considered significantly controversial or policy-setting in the opinion of the County Executive Officer or the Director of Airports, shall be submitted first to the Aviation Advisory Commission and appropriate Airport Authority for recommendation and then to the Board of Supervisors for approval and execution.

IV. AUTHORIZATION TO ESTABLISH FEES

The County Executive Officer, or the Director of Airports is hereby granted limited authority to establish fees for other uses of airport property not specifically provided for in the attached schedule. Such other fees shall be reasonable and consistent

with the policies and fees established herein. Any such fee considered to be significant, controversial or policy- setting shall first be submitted to the Aviation Advisory Commission and appropriate Airport Authority, for recommendation, and finally to the Board of Supervisors for appropriate action.

THE FOREGOING RECITALS and attached Rent and Fee Schedule are passed, approved, and adopted by the Board of Supervisors, effective July 1, ~~2018~~ 2019.

COUNTY OF VENTURA

Date _____

By _____
Chair, Board of Supervisors

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

By _____
Deputy Clerk of the Board

**RENT AND FEE SCHEDULE
DEPARTMENT OF AIRPORTS**

Rents and Fees Common to
Camarillo and Oxnard Airports

Effective July 1, 2019

ATTACHMENT 2

6041

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

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

Transient aircraft shall be charged fees as set forth below:

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

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

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

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

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

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

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

B. Tie-downs (month to month)

1. Push in/out - \$102/month
2. Taxi in/out - \$139/month

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

Tie-down/Monthly and Transient/Daily Fees: Daily fee \$1.44 per 1,000 lbs. of Max. gross take-off weight. Monthly fee- is 10 times the daily fee. Fees are rounded to the nearest whole dollar.

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

D. Ground Rent - Private Hangars

1. The rent for Privately owned hangars is based upon \$0.139 per square foot per month.

NOTES:

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

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

1. The rent for County owned hangars is built/installed prior to 2019 is based upon \$0.364 per square foot per month. The rent for County owned hangars is built/installed after 2019 is based upon \$0.50 per square foot per month.

NOTES:

- a) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$9 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.
- b) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.
- c) The following are examples of hangar areas – not all inclusive:

6644

Inventory installed prior to 2019: Inventory installed on or after to 2019:

- | | |
|-----------------------------|-----------------------------|
| 1. Port-A-Port (800 S.F.) | 1. Tee Hangars (1,130 S.F.) |
| 2. Fixed T (1,000 S.F.) | 2. Tee Hangars (1,310 S.F.) |
| 3. Port-A-Port (1,050 S.F.) | 3. Tee Hangars (1,280 S.F.) |
| 4. NUNNO (1,100 S.F.) | 4. Tee Hangars (1,550 S.F.) |
| 5. NUNNO (1,400 S.F.) | 5. Tee Hangars (2,800 S.F.) |
| 6. Port-A-Port (1,500 S.F.) | |
| 7. Port-A-Port (2,000 S.F.) | |
| 8. Box (2,200 S.F.) | |

II. AIRCRAFT OPERATIONS

A. Landing Fees

1. Air Carriers (scheduled commercial – non-based) and Air Taxis (non-scheduled commercial – non-based) shall be charged a minimum landing fee of \$15.49 or \$1.44 per 1,000 pounds of gross weight, rounded to the nearest whole dollar, whichever is greater. The term "gross weight" shall be the certified maximum gross takeoff weight specified by FAA for the type of aircraft.

NOTE: Landing Fee includes first overnight parking fee.

2. Privately owned or leased aircraft (non-based), not used for hire or compensation, shall be exempt from landing fees up to 12,500 pounds. However, heavier aircraft shall be charged at the above rate.
3. Lighter-than-air Aircraft Use Fee. Lighter-than-air aircraft such as airships, dirigibles, blimps and balloons shall be charged a daily use fee of \$113. The payment of this fee shall entitle the operator to a mooring location on a site assigned by the airport, as well as parking for support vehicles. Prior permission of the Director of Airports is required.

B. Fuel Flowage/Storage

1. Fuel Flowage - All vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Fuel Flowage Fee of \$0.06 per delivered gallon.
2. Facility Fee – (For use of County Fuel Farm Facilities) vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Facility Fee of \$0.02 per delivered gallon.

NOTE: Tenant will pay actual cost of utilities on a pro rata basis and will be billed

quarterly for those costs. An annual adjustment will be made at the end of each year.

3. Oil Flowage - All vendors who dispense aviation oil upon County Airports shall pay the County an Oil Flowage Fee of \$0.15 per delivered gallon.
4. Fuel Tank Rental - Whenever County owned tanks are utilized to store fuel, a Fuel Storage Fee of \$0.046 per delivered gallon shall be paid to County.

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

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

III. GOVERNMENT AIRCRAFT

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

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

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

IV. AIRPORT BUILDINGS/IMPROVEMENTS

A. Rent (Non-Aviation)

The lease rental rate for airport-owned non-aviation buildings and improvements shall be based on the estimated value of the building replacement cost per square foot with a ten percent (10%) return on investment or as otherwise approved by the Board of Supervisors. The fair market rental rate for all airport owned buildings and improvements shall be established by an appraisal by the Real Estate Services Division of the Public Works Agency or an outside, independent

appraiser. The appraisal and subsequent rental rates shall reflect whether or not one or more utilities may be included. The rental rate shall also reflect if any other services such as maintenance or janitorial are included.

B. Rent (Aviation)

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

Current rates per square ft. per month are:

	<u>Camarillo</u>	<u>Oxnard</u>
Hangar	\$0.40	\$0.40
Shop	\$0.40	\$0.40
Office	\$0.50	\$0.50
Ramp	\$0.0794	\$0.0794

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

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

D. Term of Lease (Minimum Qualifications) Aviation

1. Full Service ASP- A minimum capital investment of \$20,000 per acre, per year, is required, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first two years or less, or as approved by the Board of Supervisors.
2. Limited Service ASP- A capital investment of \$20,000 per acre, per year, is required, as approved by the Director of Airports, and all agreed-upon improvements shall be completed within the first two years or less, or as negotiated in the lease.
3. Single Service ASP- A capital investment of \$20,000 per acre, per year, is required, as approved by the Director of Airports, and such improvements shall be completed within one year or less, or as negotiated in the lease.

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

- Repainting at least once every 10 years
- Maintain roof free of leaks
- Maintain landscaping in clean and healthy condition (free of trash)

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

V. AIRPORT LAND/GROUND AREAS

A. Rent (Non-Aviation and Aviation)

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

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

- a) Non-Aviation Land Rent Rate is \$1.35 per square ft. per year based on 10% ROI using March 21, 2019 appraisal stating land value at \$13.50 per square foot.
- b) Aviation Land Rent Rate is \$0.8750 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

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

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

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

NOTES:

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

- b) Tenant shall maintain leased premises in as good or better condition, to include:

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

Maintain roof free of leaks

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

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

B. Term of Lease (Non-Aviation and Aviation

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

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

VI. AUTO PARKING

A. Terminal Area Parking (Oxnard Terminal Building)

0-4 hours free

4-6 hours \$4

6-12 hours \$5

12-24 hours \$8

Each additional 24 hours \$8/day

(Note: \$100.00 monthly rates available)

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B. Permit Parking (Excludes Oxnard Airport Terminal Parking)

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

VII. AIRPORT PERMITS

A. Commercial Activity Permits

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

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

1. Permit Fee, Aviation Commercial uses/activities and aircraft/auto mobile detailing
 - a) Daily Permit \$199; ea. additional consecutive day \$35
 - b) Annual Permit
 1. Mobile Mechanic \$1,879
 2. Independent Flight Instructor \$1,879
 3. Self-Fueler \$1,879
2. Permit Fee, Non-Aviation Commercial uses/activities
 - a) Daily Permit \$436; ea. additional consecutive day \$100 (up to 3 days)
 - b) Monthly Permit \$871
 - c) Annual Permit \$2,438
3. A Certificate of Insurance naming the County of Ventura and/or Department of Airports as Additional Insured with coverage as specified in Exhibit "A."
4. A \$20 fee will be collected on all first issue gate access cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.
5. Evidence of the applicable City business license.

NOTE: Permit does not allow Permittee to enter upon lessee's premises without approval of lessee. Commercial activity permit fees may be adjusted at the discretion of the Director of Airports if deemed necessary for the provision of services. One-Year Permit is subject to 30-day termination.

B. Commercial Film/Photography Permits

No person or business entity shall conduct any commercial filming, photography or demonstrations upon County airports without first obtaining a permit from the Director of Airports.

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

1. Permit Fee
 - a) Feature/TV/Commercial/Movie Filming \$1,100/day (includes location and basecamp 1-20 cast/crew)
 - b) Feature/TV/Commercial/Movie Filming \$3,000/day (includes location and basecamp 21+ cast/crew)
 - c) Commercial Photography \$800/day
2. Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A."
3. Security/clean up deposit equal to the per-day fee may be required if determined by the Director of Airports to be justified by the planned activity.

NOTES:

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

C. Special Use (Non-commercial) Activity Permit

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

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

1. Permit Fee
 - a) Daily fee \$436; ea. additional consecutive day \$100
 - b) Annual fee \$2,438

2. Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A" if determined by the Director of Airports to be justified by the planned activity. Any event involving alcohol, if approved, will require insurance and appropriate alcohol license from the Alcohol Beverage Control.
3. Security/cleanup deposit equal to the per day fee, if determined by the Director of Airports to be justified by the planned activity.

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

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

E. Special Uses Requiring Extra or Overtime Personnel

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

F. Aircraft Repair Work Areas

The use of aircraft repair work areas is limited to aircraft owners, notwithstanding commercial activity provided for herein.

Fee: \$6.00 for each four-(4) hour block of time or portion thereof.

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

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

The following is required for a permit:

1. Taxi/Shuttle Permit Fee \$1,466 per year; (at discretion of Director, may be payable \$134 per month in advance).
2. Courtesy Vehicle Permit Fee (Hotel/Motel vehicle to which no fee for service is charged the customer) \$149 per year each company.
3. Certificate of Insurance naming the County of Ventura as Additional Insured, with coverage as specified in Exhibit "A."
4. Evidence of the applicable City Business License.

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VIII. MISCELLANEOUS CHARGES

A. Document Processing Fee

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

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

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

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

C. Document Copying Fee

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

D. Bad Check Charge

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

E. Security Gate Cards

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

F. Parking Citations

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

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

Large Room \$185/day
Small Room \$42/day

H. Late Fee

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

I. Airport Sweeper Service Fee

\$118/hour (or partial hour) for use of airport sweeper on airport. Fee includes airport personnel as sweeper operator.

J. Other Hourly Rates

Grant Billing – Federal Grants

Administrative Officer I/II \$117.25/hour
Senior Accounting Tech I \$76.26/hour

Maintenance Workers

Senior Maintenance Worker \$90.12
Lead Maintenance Worker \$106.98

Operations Workers

Operations Officer \$105.61/hour
Small UAS Operations (two Officers) \$211.22/hour

IX. LEASE/LICENSE AGREEMENTS

A. Types of Tenancy/Use

1. Full-Service Aeronautical Service Provider (ASP): An operator that provides a full range of aviation services as identified in the lease agreement.
2. Limited Service Aeronautical Service Provider (ASP): Specialized aircraft business and services, excluding fueling services, as identified in the lease agreement.
3. Specialty Aviation Operations: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit

flying clubs and flight schools.

4. Industrial or Non-aviation Business: Business of a type whose operations are not dependent on runway access or airport orientation.
5. Land Leases: Tenant constructs a building or makes improvements on County owned land.

NOTE: Refer to Minimum Aeronautical Standards for commercial leases.

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

1. Base Rent Leases - No Percentage

Base rents are established by Fair Market Value comparisons.

2. Percentage Rent Leases

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

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

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

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

4. Options

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

C. Terminal Areas - Building and Parking (Oxnard)

1. Air Carrier
2. Air Taxi and Air Charter (Non-scheduled)
3. Auto Rental (Rent-a-Car)
4. Travel Agency
5. Lobby Concessionaire or Licensee
 - a) Term: Up to 5 years
 - b) Minimum Rents: Established at Fair Market Value based on comparisons.
 - c) Percentage Rents: Amount by which specified percentage rent exceeds minimum for counter, office, and cargo area (and fee for parking spaces if included in lease agreement).

NOTES:

- 1) In addition to space rental, auto rental tenants shall pay quarterly 10% of gross receipts. Assigned parking shall be at \$20/month per space (5 spaces minimum).
- 2) Travel Agency tenants shall pay \$100 minimum or more per month vs. 1/2% on first \$250,000 gross sales and 1% over.

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

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

E. Restaurant

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

X. ACCESS TO AIRPORT FROM ADJACENT PRIVATE PROPERTY

- A. All requests for company/private aircraft oriented uses shall be considered as a special situation and must be approved on an individual basis by the Director of Airports.
- B. Authorization for access to the Airports will be given on County's License Agreement format.

- C. The applicant for access to the Airport shall be required to pay for all improvements on Airports' property that are necessary and prerequisite, in the opinion of the Director of Airports, to accommodate the applicant's access needs. If Licensee is not required by County to remove all such improvements and restore the property to its original condition, the improvements shall become the property of the County.
- D. Minimum rents and percentages for access may be negotiated based on type and intensity of airport use.

XI. INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES

See Exhibit "A" attached.

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR AIRPORTS LESSEES, LICENSEES AND PERMITTEES

I. LESSEES

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

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

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.
3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence. Exception: fuel trucks (see below).
5. Fuel Truck: \$1,000,000 per vehicle.
6. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
7. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County of Ventura must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the

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above requirements.

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

B. Air Carriers:

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

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

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

3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
5. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
6. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

NOTE:

- a) The WC requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of personal medical insurance will be required instead.
 - b) Only paragraphs 1, 2, and 6 above would apply to an experimental aircraft operating under a Special Airworthiness Certificate.
- D. Flying Clubs: (As defined in the Minimum Aeronautical Standards)
1. Commercial General Liability, including contractual, products and completed operations and owner's and contractors' protective: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
 2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.
 3. Owned and Non-Owned Auto Liability: (if applicable) Limits of \$500,000 for each occurrence.
 4. Hangar Keepers Liability: (if applicable) \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
 5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the

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

E. Industrial and Non-aviation Business:

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$500,000 for each occurrence.
3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
5. If Lessee is self-insured for any or all of the required insurance coverage's, Lessee agrees to provide Lessor with written confirmation that Lessee is a duly authorized and funded self-insured entity for those coverage's under the laws of the State of California. Lessor agrees to accept Lessee's status as a self-insured entity as satisfactory compliance with Lessor's normal insurance requirements as listed above.

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

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

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

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

III. PERMITTEES

- A. Commercial Activity Permit - Non-Aircraft:
 - 1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 each occurrence, depending upon the type of activity proposed.
 - 2. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
 - 3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
 - 4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

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

B. Commercial Activities Permit - Aircraft:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 each occurrence.
2. Aircraft and airport operations, including passengers, products and completed operations or Premises Liability (whichever is deemed appropriate by the County): Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.
3. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
4. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of PERMITTEE and Employer's Liability in the minimum amount of \$1,000,000.
5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.

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

C. Commercial Activities Permit – Aircraft Mobile Mechanics:

1. Commercial General Liability: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
2. Products Liability and Completed Operations Coverage: Combined single limit liability coverage \$500,000 each occurrence.
3. Hangar Keepers Legal Liability, ground coverage, including taxi coverage: \$100,000 each aircraft, \$100,000 each occurrence.
4. Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.

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

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

D. Special Use Permits:

1. Movie and Commercial Filming:

- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$2,000,000 to \$5,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$2,000,000-\$5,000,000 for each occurrence, depending upon the type of activity proposed.
- c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the

Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.

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

2. Commercial Photography:

- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$1,000,000 to \$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$1,000,000 to \$2,000,000 for each occurrence, depending upon the type of activity proposed.
- c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.

- d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
 - e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
3. Permitted Public Events/Non-Air Shows:
- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$1,000,000-\$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
 - b. Commercial Auto Policy: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
 - c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits - whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.
 - d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the

minimum amount of \$1,000,000.

- e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
4. Permitted Aeronautical Events: (Air shows, fly-ins, air meets, contests or exhibitions).
- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000-\$5,000,000 each occurrence.
 - b. Commercial Auto Policy, including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$1,000,000 for each occurrence
 - c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause whereby they agree that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/ lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Permittee/Licensee/Lessee/Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.
 - d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.
 - e. The above policy/policies must name the County of Ventura and

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

- f. In addition to obtaining the above- required insurance, the sponsor shall pay the additional premium charged to the Department of Airports by their insurance carrier, if any.

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

IV. CONTRACTORS

A. Airport Contractors:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage for each occurrence shall be as prescribed by County of Ventura Risk Management/ Board of Supervisors.
2. Commercial Auto Policy, including all owned autos, non-owned autos, scheduled autos and uninsured motorists: Limits of \$1,000,000 for each occurrence, but Public Works insurance segment may increase limits.
3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

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

EXHIBIT "B"

PRIVATE HANGARS - GROUND AREA

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

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

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

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

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

I. RENTS, FEES, AND INSURANCE REQUIREMENTS

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

II. POLICY FOR ESTABLISHING RENTS, RATES AND FEES

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

Policy 1:

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

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

Policy 2:

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

Policy 2a:

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

Policy 3:

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

Policy 3a:

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

Policy 3b:

It shall be County policy that the rents and fees for those properties and/or facilities, which are County owned and County operated consistent with the fundamental

public services afforded by the Department of Airports, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. This approach will result in competitive pricing of County services and serve to constrain the migration of outside County aircraft operators seeking lower fares. Adjustments to these rates shall be by cost-recovery analysis every five (5) years, with interim adjustments calculated by applying the Consumer Price Index (CPI) every other year. Examples: aircraft tie-down, aircraft storage hangars. In calculating the costs of the above services (Policies 3 and 3a), that depreciation attributed to donated assets shall be specifically excluded from such costs. This is consistent with and in conformance with assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970 which states that "no part of the Federal share of an airport development project shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

Policy 3c:

It shall be County policy that the provision by the County of aircraft storage facilities and/or property for the same purpose, shall be for the exclusive purpose of storing aircraft deemed to be in an airworthy condition. Temporary exceptions to this requirement may be granted by the Director of Airports on a case-by-case basis, upon the demonstration of visible and reasonable progress to bring an aircraft to airworthy status, consistent with the FAA's "Policy on the Non-Aeronautical Use of Airport Hangars," Docket No. FAA 2014-0463, 81 FR 38906, § II.b. The Director of Airports may make such determinations based on periodic inspections of such facilities and/or property as frequently as once every 90 calendar days. The intent of this policy is to ensure compliance with the aircraft storage license agreements with regard to storage of aircraft that are in airworthy condition and/or aircraft that are being brought to airworthy condition versus non-airworthy aircraft being stored, in parts or in whole, to obtain storage space that is considered less expensive than commercially available non-aviation storage space. Examples: aircraft tie-down, county-owned storage hangars, privately-owned storage hangars.

Policy 3d:

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

faith may result in the transfer not being approved.

The intent is to prevent the tenant from offering the expanded/built-out/replaced hangar to the County for an unrealistically high price only to prevent the County from being a viable purchaser of the hangar. Example: Hangar valuation is \$100 (including value of the land). Tenant offers it to the County for \$200 (unrealistically high). The Tenant cannot then offer the sale to another party for less than \$170 (85% of \$200) without first offering it to the County again at the reduced price.

Policy 4:

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

Policy 5:

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

III. AUTHORIZATION TO EXECUTE.

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

A. DEFINITIONS.

1. LEASE OR SUBLEASE: A conveyance of real property rights for occupancy of use of land, improvements, or a combination thereof.

Under this authority, the Term shall not exceed five (5) years including options to extend. Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.

2. LICENSE. A conveyance of "personal" rights for occupancy or use of property under this authority, limited to one (1) year. License may be extended subject to specified time with prior Notice of Termination. Examples: Aircraft tie-downs, storage, portable hangars, ground use, vending machines, food or merchandise catering truck, carousel sign use, and land encroachments.
3. PERMIT. A personal right to occupy or use property under this authority, limited to maximum term of one (1) year. Permit may be extended subject to 30-day Notice of Termination. Examples: Temporary occupancy for fixing of premises, aircraft repair work or wash/wax activities.
4. SPECIAL USE/ACTIVITY PERMIT. A personal right to occupy, use, or conduct a specified "activity", limited under this authority to a maximum of seven (7) days. (Longer periods must be renewed daily.) Examples: Air shows, movie or TV filming, photography or commercial demonstration.
5. OPERATIONAL AGREEMENTS. Mutually agreed upon procedures pertaining to operational matters established between the Department of Airports and other governmental agencies.
6. EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE.
 - a) An Extension is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
 - b) An Amendment is a change of one or more of the terms, conditions, or covenants consistent with authorized terms and amounts specified in Board- approved rent and fee schedules.
 - c) A Consent is a ratification of a term, condition, or covenant in an existing agreement executed by the Board made subject to "County approval". The Director of Airports may issue Consent after determining proper compliance. This includes an Assignment of Lease. The Director of Airports may also approve a "sublease" or "additional use" by lessee but limited to five (5) years.

- d) Notice of Intent to Terminate is a notice by which the Director expresses intent to terminate pursuant to a breach or default. On a Board-approved Agreement, final termination shall be subject to Board approval. Leases executed by Director of Airports may be terminated by the Director of Airports.

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

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

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

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

Liquidated Damages

County shall have the right to demand, and Lessee agrees to pay Liquidated Damages in the sum of one percent (1%) of the security deposit required of Lease, (but not less than \$10.00), for each day a violation exists of any of the following lease conditions and/or lease articles:

LEASE CONDITIONS AND/OR ARTICLES

USES AND SERVICES
OPERATING SCHEDULE AND CONTROLLED PRICES
IMPROVEMENTS AND INVESTMENTS
CONSTRUCTION
INSURANCE
OPERATIONS
FINANCIAL REPORTS AND RECORDS
MAINTENANCE AND REPAIR
FAA SPECIAL PROVISIONS

- C. NEGOTIATIONS, PREPARATIONS, AND LEGAL APPROVAL. The Leases, Subleases, Licenses, Permits, Special Use/ Activity Permits, Extensions, Amendments, Consents, and Notices of Intent to Terminate shall be negotiated and prepared by the Department of Airports or, by request of the Director of Airports, negotiated and/or prepared by the Public Works Agency, Real Property Services. All Agreements shall be submitted to County Counsel's Office for approval as to legal sufficiency prior to final execution excepting pre-approved, routine "form" documents.
 - D. TERMINATION DUE TO "REPEATED" VIOLATIONS. The Board of Supervisors hereby authorizes the Director of Airports to include in selected agreements the right to issue a "Notice of Termination for Breach of Good Faith" which would allow termination of an Agreement after tenants repeating the same violation three (3) times or more within any twelve (12) month period, regardless of tenants' cure, remedy, or diligent pursuit to correct violations.
 - E. BACKGROUND DETERMINATION AND GUIDELINES. No agreement will be executed under the authority of this RESOLUTION if the County Executive Officer or the Director of Airports of the Department of Airports determines that: (1) The proposed use or occupancy is in conflict with the County's adopted plans for development; (2) The other party(s) to a proposed Agreement has a reputation, character, or background which could be detrimental to County's interest; or (3) Such other party(s) does not have technical knowledge, management ability, or financial capability to fulfill the purpose and provisions of the Agreement.
 - F. RENTAL POLICY. It shall continue to be Department of Airports' Policy to require "ALL" tenants or users of County Airports property to pay rents established by Board-approved Rent and Fee Schedules; however, the Director of Airports may determine that certain special services including labor and/or materials may be accepted in lieu of cash payment of rent where all other guidelines are consistent with Director of Airports' Authority. Director of Airports is authorized to adjust rents incrementally to current rate to ensure the cost will not cause a loss of business.
 - G. CONTROVERSIAL OR POLICY SETTING AGREEMENTS. Any transaction authorized by this Resolution, considered significantly controversial or policy-setting in the opinion of the County Executive Officer or the Director of Airports, shall be submitted first to the Aviation Advisory Commission and appropriate Airport Authority for recommendation and then to the Board of Supervisors for approval and execution.
- IV. AUTHORIZATION TO ESTABLISH FEES

The County Executive Officer, or the Director of Airports is hereby granted limited

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

THE FOREGOING RECITALS and attached Rent and Fee Schedule are passed, approved, and adopted by the Board of Supervisors, effective July 1, 2019.

COUNTY OF VENTURA

Date _____

By _____
Chair, Board of Supervisors

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

By _____
Deputy Clerk of the Board

MONTHLY ACTIVITY REPORT

Month ending February 28, 2019

Hangars and Tie-downs:

	CAMARILLO			OXNARD		
	Inventory	Occupied	Available	Inventory	Occupied	Available
Private Hangars	170	170	0	55	55	0
County Hangars	125	124	1	69	68	1
Total	295	294	1	124	123	1
Permanent tie-downs	93	55	41	7	2	5
FBO assigned tie-downs	67	Managed by FBO		25	Managed by FBO	
Visitor tie-down	35	N/A		7	N/A	
Total	195	N/A		39	N/A	

Other:

	CAMARILLO	OXNARD
Citations Issued	0	9
Current year number of aircraft operations – for month	10,384	4,932
Last year number of aircraft operations – for month	10,400	5,699
Cards issued to transient overnight aircraft	15	2
Noise/nuisance complaints	1	1
Other aircraft ** (est.)	120	15
Hangar waiting list	144	20

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

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**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
2/23 11:30am Clear, Calm	Noise	T	Multiple	2100 Block Almanor 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

**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
2/20 11:30am Clear, Calm	Low Flying	T&G	Multiple	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

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**AIRPORT TENANT
PROJECT STATUS
March 21, 2019**

CAMARILLO

- Airport Properties Limited (APL) Hangar Development. Hangar Row H building permit issued, construction underway. Completion expected mid-2019.

OXNARD

- Goldenwest landside parking lot and airside ramp seal project due to begin shortly (pending weather).

OTHER

- None

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

March 2019

Page 1 of 1

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates			% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start		
5	CMA Storage Yard Improvements	\$210,000 \$140,393		DOA Various	Various	Various	1/13/17	3/20/19	Landscaping work complete. Project closeout paperwork remains.
5	CMA West Area Hangar Electrical Improvements	\$175,001 \$198,861		Lucci & Assoc. Oilfield Electric	5/8/18	6/19/18	9/25/18	1/31/19	Work complete. Final hangar work done. Project closeout remains.
5	CMA Hangar 1 Roof Replacement	\$800,000		County GSA	N/A	N/A	TBD	TBD	GSA contractor is working on draft schedule. Tenant schedule coordination and pre-construction meetings next.
5	CMA 295 Willis HVAC Replacement	\$400,000		County GSA	N/A	N/A	TBD	TBD	GSA contractor bid due soon.
3	OXR Fence Stabilization	\$100,000		County PWA	TBD	TBD	TBD	TBD	Alternatives study report nearly finalized. Intermediate project identified and will move forward.

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

sd

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

March 2019

Page 1 of 1

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	NE Hangar Development, Phase 1	\$7,126,202 \$7,950,236		Mead & Hunt Toro Enterprises	8/15/17	10/17/17	TBD	TBD	100	Building and Safety 3rd plan check comments received and corrections resubmitted. Grading 3rd plan check comments received, resubmission soon. Construction start dependent upon permit issuance.
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconst.	\$147,300		Coffman Assoc.	N/A	1/24/19	N/A	TBD	10	Work underway. Estimated to be about a 12 month process.
3	OXR Airport Layout Plan Update	\$246,176		Coffman Assoc.	N/A	10/17/17	N/A	6/30/19	65	Work underway. Estimated to be about a 15-18 month process.
3	OXR Preliminary Design for RWY/TWY Rehab./Reconst.	\$264,360		Coffman Assoc.	N/A	10/9/18	N/A	7/31/19	60	Work underway. Coordinating preliminary pavement design with FAA.

Note: Shaded boxes indicate changes from previous month
 CMA – Camarillo Airport
 OXR – Oxnard Airport
 TBD – To be determined
 CCO – Contract Change Orders

8d2

County of Ventura
 Department of Airports
 Fund: E300
 Statement of Net Assets
 As of December 31, 2018
 (Unaudited)

ASSETS

Cash	\$	17,012,500
Cash - prepay & overpay from tenants		178,700
Cash - security deposit		580,500
Cash - petty cash/change fund		500
Receivables:		
Accounts receivable net of allowance for Uncollectable accounts of \$20,000		146,900
Interest receivable		184,600
Grants receivable		-
Capital assets:		
Easements		848,800
Land		9,362,500
Land improvements		48,395,300
Building & Improvements		18,143,300
Equipment		1,163,600
Vehicle		989,700
Construction in Progress		1,903,500
Accumulated depreciation		(42,325,300)
Deferred outflows related to pensions		1,449,400
Total assets	\$	58,034,500

LIABILITIES

Accounts payable	\$	31,300
Accrued liabilities		110,700
Short-term compensated absences		120,300
Due to other funds - GSA, ITS, PWA		-
Unearned revenue (prepayments)		34,400
Security deposit		580,500
Unreserved overpayments		144,300
Long-term compensated balances		63,400
Net pension liability		2,702,200
Deferred inflows related to pensions		294,600
Total liabilities	\$	4,192,400

NET ASSETS

Invested in capital assets net of related debt	\$	38,481,400
Unrestricted Net Assets		15,360,700
Total net assets		53,842,100
Total liabilities and net assets	\$	58,034,500

8e

County of Ventura
 Department of Airports
 Fund: E300
 Statement of Cash Flows
 July 1, 2018 thru December 31, 2018
 (Unaudited)

Operating Activities:

Permits	\$	4,048
Fines and penalties		3,639
Rents and concessions		1,124,952
Percentage lease rent		165,845
Tiedown rents		63,733
Hangar rents		413,187
Land rent - hangars		268,503
Transient tiedown rents		2,034
Landing fees		45,042
Parking fees		7,923
Gas & oil fuel flow percentage		153,989
% rent-all other gross rec		985,071
Insurance claims		7,341
Miscellaneous		10,284
Salaries & Benefits		(1,430,342)
Service & Supplies		(679,617)
Interest Received		-
Interest Paid		-
Prepay/Security Deposit		18,270
CUE tax assessment		-
		-
Cash Provided by Operating Activities		\$ 1,163,900

Investing Activities:

State and federal grants		123,295
Fixed asset sales/(purchases)		-
Capital Expenditures		(226,947)
		-
Cash Used in Investing Activities		(103,652)

Financing Activities:

Transfers out to other funds **		-
Principal Payment on Short & Long Term Debt	\$	-
		-
Cash Provided by Financing Activities		-
Increase (Decrease) in Cash & Equivalents		\$ 1,060,248
Cash & Equivalents-Beginning of Year		\$ 16,712,248
Cash & Equivalents-End of Period		\$ 17,772,496

8/1

County of Ventura
Airport Enterprise-Camarillo Oxnard
Statement of Revenues and Expenses
July 1, 2018 thru December 31, 2018
(Rounded to the nearest hundred)
(Unaudited)

	Camarillo	Oxnard	Total
Revenues:			
Permits	\$ 1,600	\$ 1,300	\$ 2,900
Fines and penalties	3,100	1,500	4,600
Rents and concessions	1,028,900	123,300	1,152,200
Percentage lease rent	36,400	72,800	109,200
Tiedown rents	64,300	2,400	66,700
Hangar rents	292,600	154,100	446,700
Land rent - hangars	191,700	51,400	243,100
Transient tiedown rents	2,000	-	2,000
Landing fees	35,700	9,300	45,000
Parking fees	-	7,900	7,900
Gas & oil fuel flow percentage	116,900	37,100	154,000
% rent-all other gross rec	743,400	254,700	998,100
Miscellaneous	8,600	2,100	10,700
Total operating revenues	<u>\$ 2,525,200</u>	<u>\$ 717,900</u>	<u>\$ 3,243,100</u>
Expenditures:			
Current:			
Salaries and wages	\$ 620,400	\$ 184,200	\$ 804,600
Benefits	454,600	169,200	623,800
Admin salaries allocated to Oxnard Airport	(111,600)	111,600	-
Agricultural	-	-	-
Uniforms and clothing	10,800	3,900	14,700
Communications	29,100	4,700	33,800
Household expense	8,200	17,700	25,900
Insurance	13,600	7,300	20,900
Indirect county costs	20,400	10,800	31,200
Maintenance-equipment	13,800	3,500	17,300
Maintenance-building and improvements	71,800	12,400	84,200
Medical	-	-	-
Memberships and dues	3,700	500	4,200
Miscellaneous expense	12,100	13,300	25,400
Office expense	12,600	1,400	14,000
Professional and specialized services	135,600	37,400	173,000
Rents and leases - equipment	17,300	4,000	21,300
Small tools and equipment	9,800	200	10,000
Transportation charges	37,800	25,900	63,700
Conference and seminars	11,500	1,500	13,000
Utilities	100,900	46,300	147,200
Education, books and training	4,800	2,900	7,700
Taxes and licenses	-	-	-
Bad debts	-	-	-
Depreciation	549,800	532,200	1,082,000
Total operating expenditures	<u>\$ 2,027,000</u>	<u>\$ 1,190,900</u>	<u>\$ 3,217,900</u>
Operating income (loss)	<u>\$ 498,200</u>	<u>\$ (473,000)</u>	<u>\$ 25,200</u>

8f2

County of Ventura
 Airport Enterprise-Camarillo Oxnard
 Statement of Revenues and Expenses
 July 1, 2018 thru December 31, 2018
 (Rounded to the nearest hundred)
 (Unaudited)

	Camarillo	Oxnard	Total
Non-operating revenues (expenses):			
State and federal grants	\$ -	\$ 123,300	\$ 123,300
Prior Year Revenue	-	-	-
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-
Interest income	184,600	-	184,600
Insurance proceeds	-	-	-
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	184,600	123,300	307,900
Income (loss) before transfers	682,800	(349,700)	333,100
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Increase (decrease) in net assets	\$ 682,800	\$ (349,700)	\$ 333,100
Increase (decrease) in net assets before depreciation	\$ 1,232,600	\$ 182,500	\$ 1,415,100

8f3

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2018 thru December 31, 2018
(Rounded to the nearest hundred)
(Unaudited)

	Adjusted Budget as of Dec 2018	YTD Actuals & Accruals thru Dec 2018	% Variance
Revenues:			
Permits	\$ 74,400	\$ 1,600	2%
Fines and penalties	9,100	3,100	34%
Rents and concessions	1,800,000	1,028,900	57%
Percentage lease rent	131,500	36,400	28%
Tiedown rents	76,900	64,300	84%
Hangar rents	585,500	292,600	50%
Land rent - hangars	390,100	191,700	49%
Transient tiedown rents	5,100	2,000	39%
Landing fees	40,100	35,700	89%
Parking fees	-	-	0%
Gas & oil fuel flow percentage	201,100	116,900	58%
% rent-all other gross rec	1,741,600	743,400	43%
Miscellaneous	26,600	8,600	32%
Total operating revenues	<u>\$ 5,082,000</u>	<u>\$ 2,525,200</u>	<u>50%</u>
Expenditures:			
Current:			
Salaries and wages	\$ 1,573,100	\$ 620,400	39%
Benefits	1,013,900	454,600	45%
Admin Salary allocated to Oxnard Airport	(292,800)	(111,600)	38%
Agricultural	17,200	-	0%
Uniforms and clothing	15,000	10,800	72%
Communications	90,100	29,100	32%
Household expense	30,100	8,200	27%
Insurance	33,500	13,600	41%
Indirect county costs	40,900	20,400	0%
Maintenance-equipment	74,800	13,800	18%
Maintenance-building and improvements	440,806	71,800	16%
Medical	2,700	-	0%
Memberships and dues	23,300	3,700	16%
Miscellaneous	31,300	12,100	39%
Office expense	51,600	12,600	24%
Professional and specialized services	447,184	135,600	30%
Rents and leases - equipment	25,300	17,300	68%
Small tools and equipment	25,700	9,800	38%
Transportation charges	100,300	37,800	38%
Conference and seminars	65,900	11,500	17%
Utilities	192,400	100,900	52%
Education, books and training	15,200	4,800	32%
Taxes and licenses	68,500	-	0%
Bad debts	20,000	-	0%
Depreciation	1,095,800	549,800	50%
Total operating expenditures	<u>\$ 5,201,790</u>	<u>\$ 2,027,000</u>	<u>39%</u>
Operating income (loss)	<u>\$ (119,790)</u>	<u>\$ 498,200</u>	<u>-416%</u>

8f4

County of Ventura
Airport Enterprise-Camarillo
Budget to Actual
July 1, 2018 thru December 31, 2018
(Rounded to the nearest hundred)
(Unaudited)

	Adjusted Budget as of Dec 2018	YTD Actuals & Accruals thru Dec 2018	% Variance
Non-operating revenues (expenses):			
State and federal grants	\$ -	\$ -	
Prior Year Revenue	-	-	
Contribution to Outside Agency	(5,000)	-	
Gain/Loss Disposal Fixed Asset	-	-	
Interest income	168,200	184,600	110%
Interest expense	-	-	
Other loan payments	-	-	
Total non-operating revenues (expenses)	163,200	184,600	113%
Income (loss) before transfers	43,410	682,800	1573%
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Increase (decrease) in net assets	\$ 43,410	\$ 682,800	1573%
Increase (decrease) in net assets before depreciation	\$ 1,139,210	\$ 1,232,600	108%

8f5

County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2018 thru December 31, 2018
(Rounded to the nearest hundred)
(Unaudited)

	Adjusted Budget as of Dec 2018	YTD Actuals & Accruals thru Dec 2018	% Variance
Revenues:			
Permits	\$ 9,000	\$ 1,300	14%
Fines and penalties	5,100	1,500	29%
Rents and concessions	100,000	123,300	123%
Percentage lease rent	164,200	72,800	44%
Tiedown rents	1,100	2,400	218%
Hangar rents	312,400	154,100	49%
Land rent - hangars	102,800	51,400	50%
Transient tiedown rents	900	-	
Landing fees	16,500	9,300	56%
Parking fees	22,500	7,900	35%
Gas & oil fuel flow percentage	46,000	37,100	81%
% rent-all other gross rec	488,900	254,700	52%
Miscellaneous	200	2,100	1050%
Total operating revenues	\$ 1,269,600	\$ 717,900	57%
Expenditures:			
Current:			
Salaries and wages	\$ 441,400	\$ 184,200	42%
Benefits	293,000	169,200	58%
Admin salaries allocated from Camarillo Airport	282,800	111,600	39%
Agricultural	3,100	-	0%
Uniforms and clothing	20,700	3,900	19%
Communications	10,800	4,700	44%
Household expense	13,800	17,700	128%
Insurance	8,500	7,300	86%
Indirect county costs	21,700	10,800	0%
Maintenance-equipment	44,800	3,500	8%
Maintenance-building and improvements	115,718	12,400	11%
Medical	500	-	0%
Memberships and dues	4,300	500	12%
Miscellaneous expense	20,800	13,300	64%
Office expense	8,300	1,400	17%
Professional and specialized services	120,551	37,400	31%
Rents and leases - equipment	9,600	4,000	42%
Small tools and equipment	8,200	200	2%
Transportation charges	34,100	25,900	76%
Conference and seminars	52,200	1,500	3%
Utilities	94,700	46,300	49%
Education, books and training	1,300	2,900	0%
Bad debts	15,000	-	0%
Depreciation	1,085,800	532,200	49%
Total operating expenditures	\$ 2,711,669	\$ 1,190,900	44%
Operating income (loss)	\$ (1,442,069)	\$ (473,000)	33%

Non-operating revenues (expenses):

8FB

County of Ventura
Airport Enterprise-Oxnard
Budget to Actual
July 1, 2018 thru December 31, 2018
(Rounded to the nearest hundred)
(Unaudited)

	Adjusted Budget as of Dec 2018	YTD Actuals & Accruals thru Dec 2018	% Variance
State and federal grants	\$ -	\$ 123,300	
Prior Year Revenue	-	-	
Contribution to Outside Agency	-	-	
Gain/Loss Disposal Fixed Asset	-	-	
Insurance Proceeds	-	7,341	
Other Loan Interest Payment	-	-	
Total non-operating revenues (expenses)	-	130,641	
Income (loss) before transfers	(1,442,069)	(342,359)	24%
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
Increase (decrease) in net assets	\$ (1,442,069)	\$ (342,359)	24%
Increase (decrease) in net assets before depreciation	\$ (356,269)	\$ 189,841	53%

8f7

AVIATION ADVISORY COMMISSION

2019

ROTATION LIST

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

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

THANK YOU!

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**DEPARTMENT OF AIRPORTS
2019 MEETING SCHEDULES**

AAC/CAA/OAA

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

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.

sh

February 28, 2019

Mr. Jerry Alves
Airport Properties Limited, LLC
PO Box 239
Alamo, CA 94507

RE: Request of records request

Dear Mr. Alves:

Pursuant to your email dated January 23, 2019 requesting "all electronic and written correspondence between the airport, Todd McNamee, Erin Powers and Airport Properties from 2003 to 2007", enclosed are materials corresponding to the time period requested which County has of record.

Sincerely,



Madeline Herrle, CSM, RPA®
Lease Manager

Enclosures

9a

March 7, 2019

Mr. Charlie McLaughlin
Aspen Helicopters
2899 W. Fifth St.
Oxnard, CA 93030

RE: Midfield Facility Assessment Report

Dear Charlie:

Attached is the Assessment report from Parson for the Midfield site and facility, stemming from the inspection performed last Fall.

We believe the critical area to address prior to the expiration of your lease with your capital investment account of (eventually) \$72,490 is the upgrade of your electrical systems, as well as properly labeling electrical equipment with warning labels as required by NFPA 90 of electric arc flash hazards.

Please note that the emergency shutdown switch at the gasoline and diesel tank referenced needs to be installed by you as part of your operations, not in fulfillment of a capital investment.

Sincerely,



Madeline Herrle, CSM, RPA®

Lease Manager

Madeline.Herrle@Ventura.org

805.388.4243

Enclosure

cc: Jorge Rubio, Acting Director - Department of Airports

9b

March 7, 2019

MaryAnn Manolas
Real Estate Acquisition Specialist
SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307.

RE: Amendment of Lease and Use Agreement
CA-45569- A / Oxnard Airport

Dear MaryAnn:

Enclosed are three original fully executed Amendment of Lease and Use Agreements for the Oxnard Airport location.

Please send the agreed-upon payment of \$15,000 at your earliest convenience in accordance with paragraph 5 of the agreement.

Thank you for your cooperation and assistance.

Sincerely,



Madeline Herrle, CSM, RPA®

Lease Manager

Madeline.Herrle@Ventura.org

805.388.4243

Enclosures

cc: Jorge Rubio, Acting Director - Department of Airports

9C

March 14, 2019

Mr. Stephen Maloney
855 Aviation Drive
Camarillo, CA 93010

Dear Mr. Maloney,

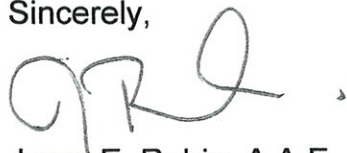
Thank you for taking my call to talk about the aircraft that was using Sun Air Jets' (Sun Air) facility and departed Camarillo Airport after midnight on March 2, 2019. During our conversation you mentioned that the aircraft was not managed by Sun Air, and that the operators are responsible for their own actions, but that in the spirit of collaboration you would communicate to your ramp staff about the noise curfew so that they can further educate any aircraft operator that uses your facility about the curfew in order to alleviate any future noise complaints.

Staff has also contacted the aircraft operator and their team has included the curfew hours in their flight scheduling system. We have specifically reminded them that Camarillo Airport has as a curfew on departures between midnight and five in the morning (00:00 to 05:00 local time). The Department of Airports (DOA) enforces this curfew but may on extenuating circumstances approve a departure with prior permission. This permission requires that the aircraft operator contact the DOA management offices for approval in advance.

Camarillo Airport is surrounded by noise sensitive communities and aircraft operators are requested to fly friendly and be good neighbors to the community. The DOA appreciates your cooperation and assistance in educating the pilot community and looks forward to continuing to work with you and other tenants to address these concerns when they are received.

Should you have any questions I can be reached at 805-388-4201

Sincerely,



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

qd

March 15, 2019

Mr. Gerald Alves
Airport Properties Limited, LLC
PO Box 239
Alamo, CA 94507

RE: Public Records Request ("request #2")
County N. Hangar Development

Dear Mr. Alves:

Enclosed is a summary /tracking sheet we use to track invoices/expenses for the County's north hangar development; this shows expenses from January 2014 through December 2018, as that is the period of time through which we have compiled the spreadsheet.

We have not received any additional invoices in January or February 2019 for this project as of the date of your request, March 4, 2019.

Sincerely,



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

Enclosures

ge

March 15, 2019

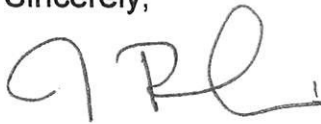
Mr. Gerald Alves
Airport Properties Limited, LLC
PO Box 239
Alamo, CA 94507

RE: Public Records Request ("request #3")
Revised Airport Plan

Dear Mr. Alves:

The Department of Airports does not have a 2002 Master Plan, however enclosed is the approved Airport Layout Plan sheet dated November 2003, which is an update to the Airport Master Plan.

Sincerely,



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

Enclosure

March 15, 2019

Mr. Gerald Alves
P.O. Box 239
Alamo, CA 94507

RE: Notice of Intent to Terminate Option Properties

Dear Jerry,

Thank you for the e-mail you sent on March 6, 2019 regarding placing the balance of the Airport Properties Limited (APL) hangar project buildout on hold. The County of Ventura Department of Airports (DOA) values its partnership with all of its tenants. The DOA understands that the project is no longer feasible for you, however, the DOA has received interest from other aeronautical developers.

Under Paragraph 5.B.4 of the County's lease with APL, as amended by the First Amendment to Lease effective February 3, 2015, in the event APL does not exercise its option to lease any of the remaining Option Properties (as defined in that lease) within 24 months after exercising its option on the first Option Property, the County may terminate APL's option rights as to those remaining Option Properties. I note that APL exercised its option on the first Option Property (identified as Option Property 1 on Exhibit A-2 to the lease) on April 5, 2016. APL later exercised its option on Option Properties 7 and 2, but has not exercised its option on Option Properties 3, 4, 5, 6, or 8. APL has therefore not exercised its option on any of these five Option Properties within the 24-month timeframe required by Paragraph 5.B.4. of the lease. Therefore, the County hereby provides written notice to APL of the County's intention to terminate APL's options to lease Option Properties 3, 4, 5, 6, and 8. Should you wish to exercise APL's option as to any of these five Option Properties, you must do so by providing written notice of exercise of the option to the County by close of business on June 18, 2019. Should you fail to exercise APL's option as to any of the five Option Properties 3, 4, 5, 6, or 8, your option as to that Option Property will terminate, effective on June 18, 2019.

Aeronautical land at Camarillo Airport is scarce and the DOA needs to continue to comply with its grant assurances, and make its best efforts to continue to make the airport as self-sustaining as possible. Allowing these Option Properties to remain undeveloped while the County receives no rent for them, when there is other development interest in them, would be unfair to the Airport and a disservice to the local aviation community, while possibly also constituting an unjustified disposal of County property.

9/9/1

If you have any questions, please feel free to contact me at 805-388-4201.

Sincerely,

A handwritten signature in black ink, appearing to read 'JER', with a stylized flourish at the end.

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

C: Madeline Herrle, Lease Manager
Erin Powers, Projects Administrator

992

March 19, 2019

Mr. Gerald Alves
Airport Properties Limited, LLC
PO Box 239
Alamo, CA 94507

RE: Public Records Request ("request #5")

Dear Mr. Alves:

Enclosed are copies of the Camarillo airport leases that are in the "security perimeter of the airport" and "aeronautical leases" as well as the form month to month agreements for County-owned and private hangars and tie downs (these form leases are also available on our website).

Also attached is the current Rent and Fee schedule (also available on our website) detailing current charges for same as well as tie down licenses. Any additional charges are contained in the lease documents (utility reimbursements, and the like).

Sincerely,



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

Enclosures

9h

March 22, 2019

Mr. James Wilkey
Wagon Train Productions, Inc.
3600 S. Harbor Blvd., #169
Oxnard, CA 93035

RE: Storage lease agreement – Camarillo Airport Business Park

Dear Mr. Wilkey:

Enclosed for your records and reference is one fully executed month to month lease agreement for storing your trucks in the lot off Aviation Drive.

Sincerely,



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

Enclosure

Tri-Cities Airport director fears impact of pilot shortage on small airports

by John Engel
Wednesday, March 13th 2019

Gene Cossey

BLOUNTVILLE, Tenn. --- Gene Cossey has only spent a month as the executive director of the Tri-Cities Airport, but he's already warning of the potential impact a nationwide shortage of pilots could have on small airports.

According to a TRI study, around 200,000 passengers take a flight from the airport each year. The study an estimated annual demand of 800,000 flights.

Even with significant room for growth, Cossey says airlines are hesitant to expand operations because of high up-front costs and small labor pool for pilots.

11a1

"Even in airports where we have demand that exceeds capacity, and they know that they would be successful expanding their service in here, it's just difficult for them to do so because they don't have the resources that they need," Cossey.

Cossey attributes part of the pilot shortage to a 2013 federal law which required co-pilots to record 1,500 hours of flight time instead of 250. He has joined airport administrators around the country in an effort to show lawmakers in Washington how this law is negatively impact small and regional airports.

Despite all of the challenges facing the commercial aviation industry, Cossey is optimistic about TRI's future, mainly because of the progress of Aerospace Park.

"It will be ready to build and companies that are looking for just that type of availability of property and availability of space are going to be very attracted to this area," Cossey said.

Aerospace Park is possibly the most visible example of a growing push for regionalism with local governments coming together around a common goal.

"I'd love to be known, as this whole region, as a hub for the aerospace industry," Johnson City Mayor Jenny Brock said.

Cossey wants to leverage the relationships he's built in the industry over the years to show airlines that there is business waiting for them in the Tri-Cities.

"The airlines have that data available to them. Unfortunately, they obviously don't have the manpower to look at that fine-level of detail at every single airport they could be in," Cossey said.

He wants to capitalize on regional hubs like Charlotte and Atlanta but also envisions a connection to Chicago to open up western routes.

11a2

Colorado man hired to run Ventura County airport system

[Kathleen Wilson](#), **Ventura County Star** Published 12:41 p.m. PT March 14, 2019

A Colorado aviation executive has been hired to manage the county-owned airports in Camarillo and Oxnard after an extensive national search, officials announced this week.

Kip Turner, 51, is due to start work April 8 as county director of airports at an annual salary of \$178,461. He is currently serving as director of aviation for the Vail/Eagle County Regional Airport, county officials said.

The Ventura County position has been vacant since the death of Director Todd McNamee late last year, but filled on an acting basis by Deputy Director Jorge Rubio.

Rubio, who applied for the director's position, said he would be staying on as deputy director and looks forward to working with Turner.

"We're happy to get a new leader for our organization," he said, adding that he had called Turner to introduce himself and offer his help on anything the new director needs.



Kip Turner (Photo: CONTRIBUTED PHOTO/COUNTY OF VENTURA)

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County Executive Officer Mike Powers, who made the appointment, said Turner's experience in master planning and airport infrastructure will benefit both airports.

The private pilot has more than 14 years of experience in airport management, officials said. He holds a degree in aviation management and is a certified member of the American Association of Airport Executives.

Turner will be moving from his home in Colorado to Ventura County to take the position, officials said.