

555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372

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www.ventura.org/airports

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

Monday May 2, 2022 7:00 P.M.

DEPARTMENT OF AIRPORTS
ADMINISTRATION OFFICE
CONFERENCE ROOM
555 AIRPORT WAY, SUITE B
CAMARILLO, CA

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e)(1)(A) AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS AND LOCAL HEALTH OFFICER RECOMMENDATION REGARDING SOCIAL DISTANCING, THE AIRPORT ADMINISTRATION CONFERENCE ROOM IS CURRENTLY CLOSED TO THE PUBLIC.

THIS MEETING IS BEING CONDUCTED ELECTRONICALLY. TO FIND OUT HOW YOU MAY ELECTRONICALLY ATTEND THE MEETING AND PROVIDE PUBLIC COMMENT, PLEASE REFER TO THE INSTRUCTIONS BELOW.

- 1. You may join the meeting via **Zoom**. See last page for detailed instructions about participating in the meeting via Zoom.
- 2. You may observe the meeting via the **Department of Airports YouTube channel** <a href="https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view\_as=subscriber">https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view\_as=subscriber</a>

#### 3. Public Comment Options

- a. **Email** You may submit your comment, limited to 250 words or less, via email by 6:30 p.m. on Monday, May 2, 2022 to Airport Staff at <a href="mailto:AirportInfo@ventura.org">AirportInfo@ventura.org</a>. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 5). When the Commission reaches your item of interest on the agenda, Airport Staff will read your comment during the time for public comments.
- b. **Zoom** You may provide verbal comments during the meeting. See last page for detailed instructions about participating in the meeting via Zoom.

## **AGENDA**

- 1. CALL to ORDER and PLEDGE of ALLEGIANCE
- 2. ROLL CALL
- 3. AGENDA REVIEW
- 4. APPROVAL of MINUTES April 4, 2022 (Pages 6-11)
- 5. PUBLIC COMMENT PERIOD

Comments will be limited to a maximum of <u>three</u> minutes per item. The public comment period is reserved for issues <u>NOT</u> on the agenda.

If you wish to make a public comment on Agenda Item #5, please press the raise hand button, or if you are calling in, press star (\*) then 9 to be added to the speaker queue when prompted by the Chair of the Commission.

- 6. NEW BUSINESS
- A. <u>Subject</u>: Consider Adoption of Resolution #10 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission for a 30-Day Period (Pages 12-18)

#### **Recommendation:**

Consider adoption of Resolution #10 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

B. <u>Subject</u>: Approval of, and Authorization for the Director of Airports or Designee to Sign, the First Amendment to Lease with Kim & Bill Burr Family Trust for 65C Durley Avenue at the Camarillo Airport (Pages 19-28)

#### **Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the First Amendment to the lease with the Kim & Bill Burr Family Trust for 65C Durley Avenue at the Camarillo Airport.

C. <u>Subject</u>: Approval of the Six-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports or Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 2022 and 2023 Outlined in the CIP upon Notification from the Federal Aviation

## Administration and the California Department of Transportation Aeronautics Program That Funds Are Available (Pages 29-50)

#### **Recommendations:**

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

- 1. Approve the six-year capital improvement plan (CIP) for Camarillo and Oxnard Airports (Exhibit 1); and
- 2. Authorize the Director of Airports or his designee, to apply for grants to fund the projects scheduled for federal fiscal years (FFY) 2022 and 2023 outlined in the CIP upon notification from the Federal Aviation Administration (FAA) and the California Department of Transportation Aeronautics Program (Caltrans) that funds are available.
- D. <u>Subject</u>: Approval of the Department of Airports' Fiscal Year 2022-23 Rent and Fee Schedule, Effective July 1, 2022; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; 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, Termination Notices, and Unlawful Detainer Complaints in Accordance with the Provisions of the Schedule (Pages 51-140)

#### **Recommendations:**

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

- 1. Approve the Department of Airports' ("Department") FY 2022-23 Rent and Fee Schedule (Exhibit 1 is a clean version and Exhibit 2 is a legislative version with track changes), with an effective date of July 1, 2022; and
- 2. Authorize the County Executive Officer and the Director of Airports to execute certain leases, subleases, licenses, permits, special use/activity permits, operation agreements, extensions, amendments, consents, termination notices, and unlawful detainer complaints as described in section III of the attached resolution (pages 30-37 of Exhibit 1); and
- 3. Approve, adopt, and execute the resolution (pages 30-37 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.
- 7. DIRECTOR'S REPORT
- 8. **REPORTS** (Pages 141-164)

Report items listed below are presented to the Aviation Advisory Commission for information only, at this time. The report items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Monthly Activity Report – March 2022
Monthly Noise Complaints – March 2022
Consultant Reports – March 2022
Airport Tenant Project Status – April 2022
Project Status – April 2022
Financial Statements Third Quarter – FY 2021/2022
Meeting Calendar

## 9. CORRESPONDENCE (Pages 165-169)

Correspondence items listed below are presented to the Aviation Advisory Commission for information only, at this time. The correspondence items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Letter dated April 14, 2022 from Madeline Herrle to Doug Tauber re: Public Records Request dated April 7, 2022

Article dated April 20, 2022 re: 90-unit Condo Project near Oxnard Airport

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

#### 11. ADJOURNMENT

The next regular Commission meeting will be on Monday, June 6, 2022 at 7:00 p.m. Location to be determined.

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



## **Webinar Instructions**

#### Public link to Zoom webinar:

https://us06web.zoom.us/j/83455066770?pwd=WnlBampWNStURXpmODNpM0hCNzBYdz09

**Webinar ID:** 834 5506 6770

**Passcode:** 123369

**Phone Numbers:** 1-669-900-6833

1-253-215-8782

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

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

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

**Telephone:** You may observe the meeting via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to the meeting through your phone handset.

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

## **Speaking**

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

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









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### **AVIATION ADVISORY COMMISSION**

#### **MINUTES**

April 4, 2022

#### 1. CALL to ORDER and PLEDGE of ALLEGIANCE

Chair, Adriana Van der Graaf, called the meeting to order at 7:01 p.m. and led the pledge of allegiance.

#### 2. ROLL CALL

#### **PRESENT**

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

Excused (E) Late (L)

## **AIRPORT STAFF**

Keith Freitas, Director Dave Nafie, Deputy Director Madeline Herrle, Lease Manager Ana Castro, Program Administrator

#### **COUNTY STAFF**

Tom Temple, Assistant County Counsel

## <u>ABSENT</u>

Gary Jacobs (E) James Flickinger

#### 3. AGENDA REVIEW

No changes to the agenda.

4. APPROVAL OF MINUTES – February 7, 2022 March 7, 2022

Commissioner Steve Tannehill requested the February 7, 2022 minutes be amended at the top of page 9 of the packet, end of the section, to include the following language, "In response to a question from Commissioner Tannehill, Director Freitas confirmed that foam is no longer discharged into the soil." Director Keith Freitas acknowledged that the statement was correct and he had no issue with the change. Steve Weiss moved to approve the amended February 7, 2022 minutes and Steve Tannehill seconded the motion. All Commissioners voted in favor and the motion passed unanimously 7-0.

Robert Trimborn moved to approve the March 7, 2022 minutes and Steve Weiss seconded the motion. All Commissioners voted in favor and the motion passed unanimously 7-0.

5. 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 <u>NOT</u> on the agenda must be submitted <u>before</u> 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.

Public comments heard. Director Keith Freitas informed Commissioners that Scott Akina resigned from the Commission effective March 28, 2022.

### 6. **NEW BUSINESS**

A. <u>Subject</u>: Consider Adoption of Resolution #9 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission for a 30-Day Period

#### Recommendation:

Consider adoption of Resolution #9 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Steve Tannehill moved to approve staff's recommendation and Robert Trimborn seconded the motion. All Commissioners voted and the motion passed 6-1.

Yes: Adriana Van der Graaf, Bobby Williams, Maggie Bird, Robert Trimborn, Nanette Metz, Steve Tannehill

No: Steve Weiss

B. <u>Subject</u>: Approval of, and Authorization for the Director of Airports or Designee to Sign, the revised First Amendment to Lease with Kim & Bill Burr Family Trust for 65C Durley Avenue at the Camarillo Airport

#### Recommendation:

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

Approve, and authorize the Director of Airports or his designee to sign, the revised First Amendment to the lease with the Kim & Bill Burr Family Trust for 65C Durley Avenue at the Camarillo Airport.

Bobby Williams moved to approve staff's recommendation and Steve Weiss seconded the motion. All Commissioners voted in favor and the motion passed unanimously 7-0.

C. <u>Subject</u>: Review, Discuss, and Provide Direction to Staff as to Format and Content of a Draft Voluntary Noise Abatement Procedure Pilot Guide

#### Recommendation:

Staff requests that your Commission/Authorities review a draft Voluntary Noise Abatement Procedure Pilot Guide (Pilot Guide) and provide direction to staff regarding the format and content of the document.

Deputy Director Dave Nafie provided a brief staff's report. Commissioner Robert Trimborn suggested the crosswind turn and downwind leg be rounded up to 750 feet MSL and 1,050 feet MSL, respectively. Mr. Trimborn also mentioned that the 3D version

of the guide reflects a 700 feet MSL on the crosswind turn contradicting the indication of the 744 feet MSL on the first page of Exhibit 1. Commissioner Steve Tannehill reinforced the idea of an enforcement mechanism and would like to see the turn along the shoreline adjusted so that planes are pushed out over the water and not over the homes and beaches. Mr. Trimborn also expressed that he thought the document should include the following wording, "recommended noise abatement procedures".

D. <u>Subject</u>: Receive and File a Presentation Regarding Landing Fees for Aircraft Operations at Oxnard & Camarillo Airports and Noise Mitigation Measures

## Recommendation:

Staff recommends that the Commission/Authorities receive and file a presentation regarding landing fees for aircraft operations at Oxnard & Camarillo Airports and noise mitigation measures.

Director Keith Freitas reviewed a PowerPoint presentation and received Commission comments and concerns.

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

#### Recommendation:

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

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

Director Keith Freitas introduced Jon George, president of the Camarillo Oxnard Hangar

Owners and Tenants Association (COHOTA) who reviewed a PowerPoint presentation on behalf of COHOTA.

Robert Trimborn moved to approve staff's recommendation and Steve Weiss seconded the motion. All Commissioners voted in favor and the motion passed unanimously 7-0.

#### 7. DIRECTOR'S REPORT

Director Keith Freitas provided an update on the Cloud Nine project. RKR (the developer of Could Nine) received approval for permits from the City of Camarillo on March 9<sup>th</sup> and they also received building permits on March 29<sup>th</sup> from Ventura County. Mr. Freitas also provided an update on the AVEX self-serve fuel farm. Due to the change of ownership and supply chain issues, AVEX expects to have the self-serve island back in service by June. AVEX ownership is currently providing fuel truck delivery at the same rate as self-serve.

Director Freitas mentioned that there are two parcels at Oxnard Airport for which staff will put out a solicitation. One is a 5-acre parcel next to Aspen Helicopters and the tower, and the other is a 7-acre parcel near Hangars 2 and 3. Mr. Freitas also discussed the Oxnard Airport Taxiway Connector project and shared that the bid opening is set for April 26<sup>th</sup>. At this point the Federal Aviation Administration (FAA) is providing about 3 million, but the total project cost is about 6 million. The department is hoping that the FAA provides additional funding. If they do not then the department will phase the project once again and only do a few of the connectors and come back for additional funding.

Director Freitas shared that there will not be a budget workshop, but there will be a budget presentation at the regular meetings of the Commission and Airport Authorities. Finally, Mr. Freitas informed the Commission about the departure of the Oxnard Air Traffic Manager, Mr. Roger Green, who officially left at the end of March. Lee Westfall is serving as Acting Manager until a replacement manager is hired.

#### Report was received and filed.

#### 8. REPORTS

Report items listed below are presented to the Aviation Advisory Commission for information only, at this time. The report items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Monthly Activity Report – February 2022 Monthly Noise Complaints – February 2022 Consultant Reports – February 2022 Airport Tenant Project Status – March 2022 Project Status – March 2022 Meeting Calendar

Reports were received and filed.

#### 9. CORRESPONDENCE

Correspondence items listed below are presented to the Aviation Advisory Commission for information only, at this time. The correspondence items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

None.

#### 10. COMMISSION COMMENTS

Commissioner Robert Trimborn inquired about whether there is a word limit for written public comments that are received and read into the record. Program Administrator Ana Castro shared that there is a 250 word limit.

Commissioner Steve Tannehill thanked Ana Castro for all the good work she does.

#### 11. ADJOURNMENT

There being no further business, the April 4, 2022 meeting of the Aviation Advisory Commission was adjourned at 9:13 p.m.

KEITH FREITAS, A.A.E., C.A.E. Administrative Secretary



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May 2, 2022

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

Subject: Consider Adoption of Resolution #10 Authorizing Remote

Teleconference Meetings of the Aviation Advisory Commission for a

30-Day Period

#### Recommendation:

Consider adoption of Resolution #10 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

## Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

#### **Discussion:**

In the County, COVID-19 hospitalization, case rate and positivity rates have continued to decline in a favorable direction. Public Health continues to monitor conditions and the statewide health order regarding indoor masking has been lifted, however, masks are strongly recommended to be worn indoors by the California Department of Public Health. While the public health situation is presently improving and the Centers for Disease Control and Prevention ("CDC") indicate that the community transmission level is "low," the CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19."

## Background:

Governor Gavin Newsom signed Assembly Bill 361 ("AB 361") into law on September 16, 2021. AB 361 is an urgency measure effective immediately that authorizes legislative bodies to meet remotely in any of three circumstances, as set forth in Government Code section 54953, subdivision (e):

• "The legislative body holds a meeting during a proclaimed state of emergency,

AAC Adoption of Resolution #10 Authorizing Remote Teleconference Meetings May 2, 2022 Page 2

and state or local officials have imposed or recommended measures to promote social distancing." (Gov. Code, § 54953(e)(1)(A).)

- "The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees." (Gov. Code, § 54953(e)(1)(B).)
- "The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees." (Gov. Code, § 54953(e)(1)(C).)

Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020. Dr. Robert Levin, Ventura County Health Officer, issued a recommendation regarding social distancing and continued remote meetings of legislative bodies on November 15, 2021 (Exhibit 2). Dr. Levin's recommendation states in part, "I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura." The Governor's Proclamation of State of Emergency and Dr. Levin's recommendation remain in place.

Airport staff ensures that all virtual meetings are held in compliance with the Government Code as it relates to posting requirements, public accessibility to the meeting, and public comments. Although your Commission, as a legislative body in the County, may continue to meet virtually, to do so, your Commission must now make the following findings by majority vote every 30 days:

- Your Commission has reconsidered the circumstances of the state of emergency, and
- One or both of the following circumstances exist:
  - The state of emergency continues to directly impact the ability of your Commission's members to meet safely in person, or
  - State or local officials continue to impose or recommend measures to promote social distancing. (Gov. Code, § 54953(e)(3).)

Attached for consideration is Resolution #10, that if adopted, authorizes your Commission to meet remotely for a 30-day period. Additionally, if Resolution #10 is approved, your Commission would have the option to hold the regular meeting scheduled for Monday, June 6, 2022 at 7:00 p.m. remotely.

AAC Adoption of Resolution #10 Authorizing Remote Teleconference Meetings May 2, 2022 Page 3

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

KEITH FREITAS, A.A.E., C.A.E.

**Director of Airports** 

Attachments:

Exhibit 1 – Resolution #10

Exhibit 2 – Letter from Dr. Robert Levin dated November 15, 2021

# RESOLUTION #10 OF THE AVIATION ADVISORY COMMISSION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE AVIATION ADVISORY COMMISSION FOR A 30-DAY PERIOD PURSUANT TO GOVERNMENT CODE SECTION 54953, SUBDIVISION (e), OF THE RALPH M. BROWN ACT

- **WHEREAS**, the County of Ventura ("County") is committed to preserving and nurturing public access and participation in meetings of the Aviation Advisory Commission ("Commission");
- WHEREAS, Government Code section 54953, subdivision (e), of the Brown Act, authorizes the legislative body of a local agency to use remote teleconferencing in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions;
- WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;
- **WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing;
- **WHEREAS**, such conditions now exist in Ventura County, specifically, Governor Gavin Newsom declared a state of emergency in response to the COVID-19 pandemic on March 4, 2020 ("State of Emergency");
- **WHEREAS**, on September 21, 2021 and November 15, 2021, Dr. Robert Levin, Ventura County Health Officer, issued recommendations to continue practicing social distancing measures throughout Ventura County communities, including to continue to implement 100 percent remote meetings of all legislative bodies in Ventura County, to prevent and minimize the spread of COVID-19 ("Recommendation to Promote Social Distancing");
- WHEREAS, on October 4, 2021, November 1, 2021, November 15, 2021, December 6, 2021, January 3, 2022, January 31, 2022, February 7, 2022, March 7, 2022, and April 4, 2022, the Commission considered the circumstances of the State of Emergency and Dr. Levin's Recommendation to Promote Social Distancing and resolved to continue remote teleconference meetings for thirty days;
- **WHEREAS**, the public health situation is presently improving and the Centers for Disease Control and Prevention ("CDC") indicating that the community transmission level is "low," the CDC also explains that "some people and communities, such as our oldest citizens, people who are immunocompromised, and people with disabilities, are at higher risk for serious illness and face challenging decisions navigating a world with COVID-19;

## **EXHIBIT 1**

WHEREAS, the Commission does hereby find that it has reconsidered the circumstances of the State of Emergency, the State of Emergency remains active and continues to directly impact the ability of its members and attendees to meet safely in person, and that the Ventura County Health Officer, Dr. Robert Levin, continues to recommend measures to promote social distancing to minimize the spread of COVID-19 including that all legislative bodies in Ventura County continue to meet remotely, as further explained in his Recommendation to Promote Social Distancing, which has not been rescinded and remains in effect;

WHEREAS, the Commission does hereby find that it shall conduct its meetings without compliance with Government Code section 54953, subdivision (b)(3), as authorized by subdivision (e), of Government Code section 54953, and that the Commission shall comply with the requirements set forth in Government Code section 54953, subdivision (e)(2); and

NOW, THEREFORE, BE IT RESOLVED, by the Commission as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. Staff supporting the Commission are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings of the Commission in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

Section 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 1, 2022, or such time the Commission adopts a subsequent resolution in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the Commission may continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3).

Upon motion Commissioner	of	Cor	mmission	er _	and di	ulv ca	rried, the	<b>⊸</b> 1	onded n Advi:	by sorv
Commission	here	by	adopts , 20	this	resolution	on	this		day	0
					Adriana Van o Aviation Advis		•			





A Department of Ventura County Health Care Agency

Robert Levin, MD Health Officer/Medical Director

Robertal Fevra U.D.

To:

**Board of Supervisors County Executive Office** 

Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer

Date: November 15, 2021

Re:

Recommendation regarding Social Distancing and Continued Remote Meetings of

Legislative Bodies

I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.

The California Department of Public Health ("CDPH") and the Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html). While the Delta variant is the currently circulating variant, the Delta-2 variant, its likely successor, is 10 to 15% more transmissible. Current case and hospitalization rates have remained stubbornly higher than they were in the days leading up to the most recent surge. In some counties in our state, these rates are starting to climb again. We are facing the winter holidays and the opportunities these holidays present to promote transmission of COVID-19 infection. The winter season and its associated cold weather drives people indoors and provides another opportunity to spread the highly transmissible COVID-19 virus. Associated with these events last year our county experienced a surge in COVID-19 cases.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease's spread. Remote meetings of legislative bodies in the County, including but not limited to the Board of Supervisors are a recommended form of social distancing that allows for the participation of the community, county staff, presenters, and legislative body members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in the County continue to implement 100% remote meetings. Just as it is likely that the current County order requiring the use of face coverings indoors will be in place beyond the first of the year,

though driven by go premature.	od intentions, lifti	ng the remote	meetings policy	at this time wou	ld
If you have any quest	ions regarding this	recommendatio	n, please do not	hesitate to contac	t n
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				:#	



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May 2, 2022

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

Subject:

Approval of, and Authorization for the Director of Airports or Designee

to Sign, the First Amendment to Lease with Kim & Bill Burr Family Trust

for 65C Durley Avenue at the Camarillo Airport

## **Recommendation:**

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

Approve, and authorize the Director of Airports or his designee to sign, the First Amendment to the lease with the Kim & Bill Burr Family Trust for 65C Durley Avenue at the Camarillo Airport.

## Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

### Discussion:

The Kim and Bill Burr Family Trust has a lease agreement with the Department of Airports for 65 C Durley Ave, comprising a site and hangar of approximately 9,550 SF which expires in May 2042. The leases for 65 A/B, 65 C and 75 Durley share ramp and gate access to the airfield as documented in a separate agreement.

In January 2022 the Board approved a First Amendment to Lease for 65C Durley which addressed shared maintenance responsibilities for the shared ramp; however, before the First Amendment was signed, staff discovered an incorrect reference to legal description and exhibits in the document which it wishes to now correct as shown on the attached First Amendment (Exhibit 1, paragraph 2). As such, the Board is being asked to again approve the First Amendment, now revised.

The First Amendment in Exhibit 1 has also been revised, at the request of the Kim & Bill Burr Family Trust to modify the Use clause in the lease (Section 4) to change the use to

AAC/CAA Amendment to Lease with Kim & Bill Burr Family Trust May 2, 2022 Page 2

repair, maintenance, and storage of aircraft only, versus the original use provision which included the requirement to provide a Part 135 Charter Service in addition to other services. (Exhibit 1, paragraph 3).

There is no change to the overall rent and term of the leases.

If you have any questions regarding this item, please call Madeline Herrle at 388-4243, or me at 388-4200.

KEITH FREITAS, A.A.E., C.A.E.

Director of Airports

Attachment:

Exhibit 1 - First Amendment to Lease for 65C Durley Ave

1 2 3 4 5 6	and b	THIS FIRST AMENDMENT ("First Amendment") is made and entered into by setween COUNTY OF VENTURA ("County"), and WILLIAM C.B. BURR AND ALLISON BURR AS TRUSTEES OF THE KIM AND BILL BURR FAMILY DATED DECEMBER 17, 2004 ("Tenant") effective as of, 2022 (the "Effective Date").
7		WITNESSETH:
8 9 10 11 12		WHEREAS, County and Tenant entered into a lease dated July 1, 2013, ("the al Lease") for certain property at Camarillo Airport, commonly known as 65C y, and
13 14 15 16		WHEREAS, the parties wish to amend the Original Lease to correct the iption of the Premises and modify the Purpose and Required Uses as outlined ragraph 4 of the Original Lease, and
17 18	referre	WHEREAS, the Original Lease and this First Amendment shall hereinafter be ed to as the "Lease,"
19 20 21 22 23		NOW, THEREFORE, in consideration of the mutual promises herein ined and good and valuable consideration, the receipt and sufficiency of which ereby acknowledged by the parties, County and Tenant agree as follows:
24 25 26 27 28 29 30 31 32	1.	AMENDMENT CONTROLLING; DEFINITIONS. County and Tenant hereby acknowledge and reaffirm all of their respective rights, duties and obligations under the Lease including this First Amendment. All terms of the Original Lease remain in full force and effect except as expressly modified by this First Amendment. Should anything in this First Amendment conflict with anything in the Original Lease, the terms of this First Amendment shall control. Unless otherwise specifically set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Original Lease.
33 34 35	2.	In the Original Lease, <u>Paragraph 1. PROPERTY LEASED</u> is deleted in its entirety and replaced with the following:
36 37 38		1. PROPERTY LEASED; ACCESS EASEMENTS; PRIVATE GATE.
39 40 41 42 43		A. <u>Premises</u> . County hereby leases to Tenant and Tenant hereby rents from County the property, hereinafter called "Premises," located on the Camarillo Airport, and hereinafter called "Airport." The Premises are briefly described as follows:
44 45		One parcel of land containing an area of approximately 9550 square feet and existing improvements located at the East
		1

**EXHIBIT 1** 

INITIALS: / .
Tenant / County .

End of Camarillo Airport, known as 65C Durley Avenue. The Premises are further described in Exhibit "A" and depicted on Exhibit "B" as "65C DURLEY," abutting the easternmost 120 feet of the southerly line of Parcel 3. Exhibits "A" and "B" are attached hereto and incorporated by this reference.

B. <u>Easements in Favor of the Premises</u>. Included with the Premises is: (i) a non-exclusive non-revocable easement across that ramp, approximately 80' in width, that runs through the eastern portion of the properties commonly known as 75 Durley, 65A Durley and 65B Durley, as depicted on Exhibit "B," for the purpose of ingress and egress to and from the Premises and related uses; and (ii) the non-exclusive non-revocable right to use the private gate located on 75 Durley, as described on Exhibit "B" for the purpose of ingress and egress to and from Premises and related uses. Said rights shall run in favor of Tenant and Tenant's successors and assigns as lessees of the Premises, and to their subtenants and invitees, for the entire term of this Lease.

## C. [INTENTIONALLY BLANK]

- D. <u>Maintenance of Ramp and Gate</u>. Tenant hereby agrees that Tenant and the lessees of 65A Durley, 65B Durley and 75 Durley shall jointly maintain the ramp and the private gate at all times to the quality standards as such exist as of the date hereof.
  - The costs of repair and maintenance of the private gate shall be allocated among the individual parcels (the Premises, 65A Durley, 65B Durley and 75 Durley) based on the square footage of each individual hangar's land lease compared to the total combined square footage of all four hangars.
  - The costs of repair and maintenance of that portion of the ramp located on 75 Durley shall be allocated among the Premises, 65A Durley, 65B Durley and 75 Durley, based on the square footage of each individual hangar's land lease compared to the total combined square footage of all four hangars.
  - The costs of repair and maintenance of that portion of the ramp located on 65A Durley shall be allocated among the Premises, 65A Durley and 65B Durley based on the square footage of each individual hangar's land lease

1 compared to the total combined square footage of all 2 three hangars. 3 4 4. The rights and obligations of this Section 1D shall run for 5 the entire term of this Lease. 6 7 E. Intensity of Use. Tenant and Tenant's subtenants and invitees 8 shall not unreasonably interfere with the access of any other party 9 and their respective subtenants and invitees. Without limiting the 10 foregoing, at no time shall any aircraft or vehicle be parked or left 11 unattended on any portion of the ramp that would prevent or 12 otherwise interfere with any other aircraft from taxiing to and from 13 the County ramp or its hangar. The rights and obligations of this 14 Section 1E shall run for the entire term of this Lease. 15 16 3. In the original Lease, Paragraph 4. Purpose, the sentence, "Tenant shall 17 develop, operate and maintain a first-rate aircraft repair, storage, and Part 135 Charter Service," is deleted in its entirety and replaced with, "Tenant 18 19 shall operate and maintain a storage hangar and may operate and maintain 20 a first-rate aircraft repair, maintenance, and storage service." 21 22 4. In the original Lease, Paragraph 4. Purpose. A. Required Services, the 23 first and second sentences are deleted in their entirety and replaced with 24 the following two sentences: "Tenant is hereby granted the nonexclusive 25 privilege to engage in, and Tenant agrees it may engage in, the business of 26 providing aircraft storage and repair as a limited Aeronautical Service 27 Provider (ASP), as further defined in the Airport Minimum Standards. If Tenant elects to engage in the business of providing aircraft repair services, 28 29 then it shall meet the standards outlined for same in the Airport Minimum 30 Standards." 31 32 5. In the original Lease, Paragraph 4. Purpose, C. Operating Standards 33 (for Tenants), section 2, the following is added to the beginning of the first 34 sentence: "In the event Tenant elects to engage in the business of providing 35 services as a limited Aeronautical Service Provider," 36 37 6. In the original Lease, Paragraph 4. Purpose. C. Operating Standards 38 (for Tenants), section 3, the following is added to the beginning of the first 39 sentence: "In the event Tenant elects to engage in the business of providing 40 services as a limited Aeronautical Service Provider," 41 42 7. In the original Lease, Paragraph 4. Purpose, F. Operating Schedule, the 43 following is added to the beginning of the first sentence: "In the event 44 Tenant elects to engage in the business of providing services as a limited

1 2 3		Aeronautical Service Provider," and the word "Beginning" is changed to "beginning".
4 5 6 7	8.	Exhibit A to the Original Lease is deleted in its entirety and replaced with Exhibits A and B attached to this First Amendment and incorporated by this reference.
8 9 10 11 12	9.	ENTIRE AGREEMENT. This First Amendment, together with the Original Lease, contains the entire Agreement between County and Tenant with respect to the matters stated herein and both parties acknowledge that neither relies upon any statements or representations by the other not contained herein.
14 15 16 17	10.	MODIFICATION. This First Amendment cannot be modified orally but only in writing signed by both parties hereto.
19		SIGNATURE PAGE FOLLOWS

1 2 3 4	IN WITNESS WHEREOF, the particle on the date first above written.	rties hereto have executed the Amendment
5 6 7 8	COUNTY OF VENTURA, DEPARTMENT	T OF AIRPORTS
9 10 11	Dated:	By: Director
13 14 15 16	KIM AND BILL BURR FAMILY TRUST	
17 18 19 20 21	Dated:	William C.B. Burr, Trustee of the Kim and Bill Burr Family Trust dated December 17, 2004
23 24 25 26	Dated:	Kim Allison Burr, Trustee of the Kim and Bill Burr Family Trust dated December 17, 2004

INITIALS:	/		
Tenant	7	County	_

#### **EXHIBIT A**

BEING A PORTION OF SUBDIVISION 61 OF RANCHO EL RIO DE SANTA CLARA, O LA COLONIA IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED IN THE DOCUMENT RECORDED MARCH 6, 1878, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF VENTURA IN BOOK 6 PAGE 161 OF DEEDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

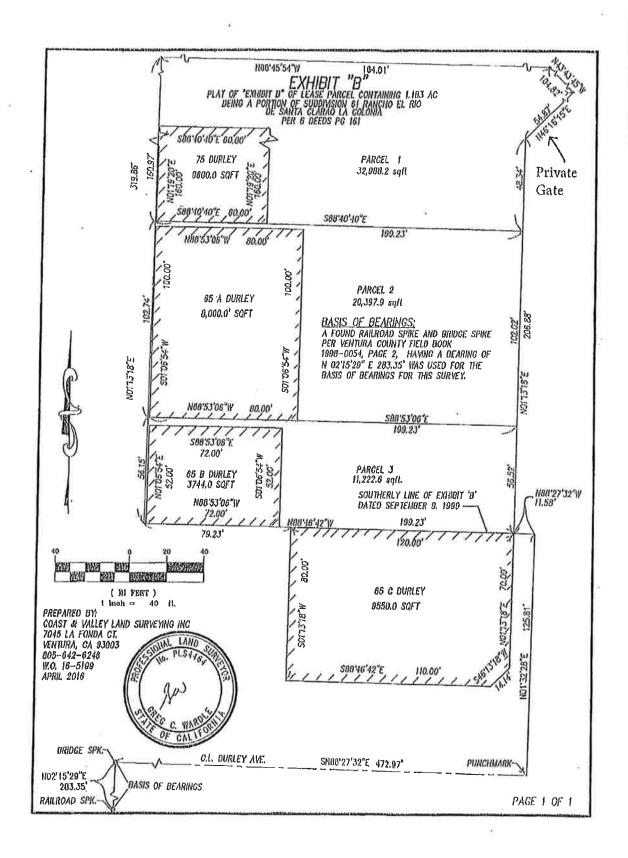
BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID EXHIBIT "B" DATED SEPTEMBER 9, 1999; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID EXHIBIT "B",

- 1. N 88°46'42" W 120.00'; THENCE SOUTHERLY,
- 2. S 01°13'18" W 80.00'; THENCE EASTERLY,
- 3. S 88°46'42" E 110.00'; THENCE NORTHEASTERLY.
- 4. N 46°13'18" E 14.14'; THENCE NORTHERLY,
- 5. N 01°13'18" E 70.00' TO THE POINT OF BEGINNING.

CONTAINS 9550.0 SQFT.

**EXHIBIT B** 

See Attached



WAR



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

May 2, 2022

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

Subject:

Approval of the Six-Year Capital Improvement Plan (CIP) for Camarillo and Oxnard Airports; Authorization for the Director of Airports or Designee, to Apply for Grants to Fund Projects Scheduled for Federal Fiscal Years 2022 and 2023 Outlined in the CIP upon Notification from the Federal Aviation Administration and the California Department of Transportation Aeronautics Program That Funds Are Available

#### Recommendations:

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

- 1. Approve the six-year capital improvement plan (CIP) for Camarillo and Oxnard Airports (Exhibit 1); and
- 2. Authorize the Director of Airports or his designee, to apply for grants to fund the projects scheduled for federal fiscal years (FFY) 2022 and 2023 outlined in the CIP upon notification from the Federal Aviation Administration (FAA) and the California Department of Transportation Aeronautics Program (Caltrans) that funds are available. These projects are subject to approval in the County budget process, as explained below.

## Fiscal/Mandates Impact:

Mandatory: No

Source of funding: Airport Enterprise Fund/FAA/Caltrans

Funding match required: 10% of costs less any Caltrans funding (cash)

Impact on other departments: No general funds required

Summary of Revenue and Proiect Costs	9	FY 2022-23	ļ	FY 2023-24
Revenue (Federal – FAA)	\$	7,086,092*	\$	69,679,608*
(State – Caltrans)	\$	354,305*	\$	3,483,980*
Direct Costs	\$	7,873,435	\$	77,421,787
Net Cost – Airport Enterprise Fund	\$	433,038	\$	4,258,199

<sup>\*</sup>Please note that it is anticipated the revenue from FAA and Caltrans will be paid out over several future fiscal years. Grant amounts are estimates based on funding formulas, but actual amount will be based on bids and available funds. Due to FAA timing, certain costs in the FY 2022 Airport Improvement Plan will occur in FY 2023.

## **Current Fiscal Year Budget Projection:**

FY 2021-22 Bud	get Projection for	Airports Capital	Projects - Division	on 5040 - Unit 5041	
	Adopted	Adjusted	Projected	Estimated	
	Budget	Budget	Budget	Savings/(Deficit)	
Appropriations	\$27,930,872	\$29,015,920	\$18,940,730	\$10,075,190	
Revenue	25,237,812	26,202,341	18,019,012	(8,183,329)	
Net Cost	\$2,693,060	\$2,813,579	\$ 921,718	\$ 1,1819,861	

Sufficient revenue and appropriations are available in the FY 21-22 capital budget.

#### Discussion:

In order to coordinate the funding of capital improvements throughout the nation's aviation system, the FAA and Caltrans require that airport sponsors maintain a minimum five-yearAirport Capital Improvement Plan. The County of Ventura (County) also requires that a CIP be maintained and revised annually. The Department of Airports (DOA) reviews, revises, and submits the CIP for the Board's review and recommendation on an annual basis. The current CIP for both Camarillo and Oxnard Airports, updated to meet FAA, Caltrans' matching grant program, and County requirements, is attached as Exhibit 1.

The CIP projects included in this letter are in line with the County of Ventura Strategic Plan Focus Area 3, Strategic Goals 2 and 3. The projects on the CIP are listed in the order of highest priority. There is no guarantee that any project will receive grants or local funding approval in the year requested, because the FAA and Caltrans prioritize the projects on a state and national basis, depending on congressional allocations of aviation funds.

Airport pavement management plans maintained by the DOA have identified several high priority pavement reconstruction projects which are due or overdue. The CIP includes environmental studies and design to support those reconstruction projects, as

AAC/CAA/OAA Approval of Six-Year ACIP May 2, 2022 Page 3

well as other priority projects such as noise study updates, pavement strengthening, apron reconstruction/rehabilitation and terminal rehabilitation.

We have been coordinating with the FAA to find funding for noise studies at Oxnard and Camarillo Airports, an Environmental Study in 2022 for the planned reconstruction of the runway and taxiways at Camarillo Airport in 2025 and for reconstruction of the taxiway connectors at Oxnard Airport in 2022.

Under the current grant process, the FAA and Caltrans contact the DOA to solicit grant applications only when funds become available. Often, DOA's turnaround time is critical in obtaining available funds. The Board's approval of the CIP and authorizing the Director of Airports, or his designee, to apply for the FAA and Caltrans grants when they become available in federal fiscal years¹ 2022 and 2023 benefit the DOA significantly by: (1) reducing the DOA's administrative process, and (2) expediting the DOA's turnaround time to apply for, and obtain, federal and state funds.

The CIP includes only those airport projects eligible for federal and state grants. These projects are subject to approval in the County budget process. They are also subject to CEQA (California Environmental Quality Act) review, which will be performed on a perproject basis, upon grant and budget approval. Other airport capital projects determined to be ineligible for funding by other government agencies will be financed by the Airport Enterprise Fund and included in the annual DOA budget submittal for the Board's review and approval.

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

KEITH FREITAS, A.A.E., C.A.E.

**Director of Airports** 

Attachment:

Exhibit 1 - Five-Year Capital Improvement Plan for Camarillo and Oxnard Airports

<sup>1</sup> The federal fiscal year runs each year from October 1 through September 30, which is later than the County's fiscal year.

AIRPORT CAPITAL IMPROVEMENT PLAN	IPROVEMENT PLA	S							
1, Airport:					3. NPIAS No.				
CAMARILLO AIRPORT					06-0339			(00)	
5. Project Description		Federal	State	Local	Total \$	FAA Entitlements	lements	FAA BIL	BIL
(by funding year in priority order)		Funds	Funds	Funds		Description	Amount	Description	Amount
Federal Fiscal Year 2022 1. Part 150 Noise Study	v	472,500 \$		\$ 26,250	٠,	Available Used	\$ 150,000	Available Used	\$ 763,000
2. Environmental Study for Runway and Taxiways Reconstruction	TOTALS	442,847 \$ 915,347 \$	24,603	\$ 24,603	\$ 492,052	Used	 s s	Remaining	\$ 763,000
Federal Fiscal Year 2023		-				Available	\$ 150,000	Available	\$ 1,526,000
1. Final Design for 2028 Runway and Taxiways Reconstruction 2. BIL Funding Transfer to OXR for ARFF Truck	TOTAL	3,660,436 \$	203,358	5 203,358 5 - 5	\$ 4,067,151 \$ \$ 4,067,151	Used	\$ 150,000 \$	Used Used Remaining	\$ 310,000 \$ 1,216,000
Federal Fiscal Year 2024 1. No Project: Rull nover Entitlements and RII Enneline						Available	\$ 150,000	Available	\$ 1,979,000
	TOTAL S	\$	٠		s	Remaining	\$ 150,000	Remaining	\$ 1,979,000
Federal Fiscal Vear 2025 1. Ronward & 2.6 Record CMA BIL Funding from 2022, 2023 & 2024 and \$590,000 OXR BIL Funding Transfer from 2024 & 2025) 1. Training Company Decompany Company Company (1997) 1. Training Company Decompany Company (1997) 1. Training Company Decompany Company (1997) 1. Training (1997)	 v. v	33,850,359	1,880,576	\$ 1,880,576	\$ 37,611,510	Available Used	000'00E \$	Available Used	\$ 2,742,000
2. Jaxiway Lonnectors Reconstruction	11	⇃⊢	7	12	\$ 40,671,510	Remaining	· ·	Remaining	n so
Federal Fiscal Year 2026 1. Design Grant for PCC Rehabilitation Taxiways F, G1, Key Hangar Area and Main Apron (2028 Construction) 2. Design Grant for Rehabilitate Central Apron (2028 Construction)	v, v,	355,541 \$	19,752	\$ 19,752 \$ 18,513	v. v.	Available Used Used	\$ 150,000 \$ 150,000 \$	Available Used Used	+: ««
	TOTAL S	688,775 5	38,265	\$ 38,265	908'592 \$	Remaining	. \$	Remaining	,
Federal Fiscal Vear 2027 1. Design Grant for Rehabilitate of Taxiways G, G2 & G3 & NE Taxiliane (2029 Construction) 2. Design Grant for Rehabilitate East & West Aprons (2029 Construction)	<b>ν</b> ν	317,493 \$	17,639	\$ 17,639 \$ 12,240	\$ 352,770 \$ 244,800	Available Used Used	\$ 150,000 \$ 150,000 \$	Available Used Used	* * *
	TOTAL \$	-		\$ 29,879	\$ 597,570	Rema	. S	Remaining	S
Federal Fiscal Vear 2028  1 PCC Rehabilitation Taxiways F, G1, Key Hangar Area and Main Apron 2 Resurface Central Apron 3. Design for Rehabilitate West, Central & Key Hangar Areas (2030 Construction) 4. Design for Rehabilitate Aviation Drive & Durley Ave. Airport Access Roads (2030 Construction)		2,370,276 \$ 2,221,560 \$ 403,578 \$ \$ 187,686	131,682 123,420 22,421 10,427	\$ 131,682 \$ 123,420 \$ 22,421 \$ 10,427	\$ 2,633,640 \$ 2,468,400 \$ 448,420 \$ 208,540	Available Used Used Used Used	\$ 150,000 \$ 150,000 \$	Available Used Used Used Used	
	10.1	_			1	Available	\$ 150,000	Available	
2. Rehabilitate East & West Aprons	TOTAL \$	5,378,130 \$	298,785	\$ 122,400	\$ 5,975,700	Remaining		Remaining	
Federal Fiscal Vear 2030 1. Rehabilitate West, Central & Key Hangar Areas 2. Rehabilitate Aviation Drive & Durliey Ave. Airnort Access Roads	v. vi	4,035,780 \$		\$ 224,210 \$ 104,270	· · · · · ·	Available Used Used	\$ 150,000 \$ 150,000 \$	Available Used Used	
	∥ 1	5,912,640 \$	328,480	\$ 328,480	S	Remaining	S	Remaining	S
3/30/2022									

\* PCI values are based on a visual condition survey performed on February 11, 2015 for the PMMP.

Airport	Name	CAMARILLO AIRPORT		Fiscal Ye	ar 2022	
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N/A	Е	1. Part 150 Noise Study	\$472,500	\$26,250	\$26,250	\$525,000
N/A	E	2, Environmental Study for Runway and Taxiways Reconstruction	\$442,847	\$24,603	\$24,603	\$492,052
		Total	\$915,347	\$50,853	\$50,853	\$1,017,052

\* D - Development; P - Planning; E - Environmental

#### PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Part 150 Noise Study

This project would consist of completing a Part 150 Noise Study to update the previous study completed in 1998,

2. Environmental Study for Runway and Taxiways Reconstruction

This project would consist of environmental study of the environmental impact of the reconstruction of Runway and Taxiways.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. Part 150 Noise Study

It is anticipated that the Part 150 noise study will be completed by the end of 2022,

2. Environmental Study for Runway and Taxiways Reconstruction

It is anticipated that the Environmental Study will be completed by the end of 2022,

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. Part 150 Noise Study

It is anticipated that the Part 150 noise study will be completed by the end of 2022.

2. Environmental Study for Runway and Taxiways Reconstruction

It is anticipated that the Environmental Study will be completed by the end of 2022.

#### Land Title Status & Date of Exhibit "A" Status Date

County of Ventura holds title to Land.

Exhibit A, Property Map

Conditionally Approved, June 2011

Expected Close-out Date

## Open AIP Funded Projects

Taxiway H (AIP No. 3-06-0339-037-2019) Master System Plan (AIP No. 3-06-0339-038-2020) June 2022

June 2024

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports		Erin Powers, Projects Administrator	
Name and Title of Authorized Representative (Pr	int or Type)	Contact Name and Title (Print or Type)	
		(805) 388-4205	
Signature	Date	Contact Phone (Print or Type)	

Airport Name		CAMARILLO AIRPORT		Fiscal Year 2023			
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total
Y	D	1. Final Design for 2025 Runway and Taxiways Reconstru	ection	\$3,660,436	\$203,358	\$203,358	\$4,067,15
			Total	\$3,660,436	\$203,358	\$203,358	\$4,067,15
* D - Develop	ment: P - PI	anning; E - Environmental					
		PROVIDE THE FOLLOWING DETAILED INFORMA	TION FOR PROJEC	TS ANTICIPATED	WITHIN 1-2 YEAI	RS	
Detail Project	Description	(Square/Lineal Footage or Length/Width)					
environmenta	l process) be complet	ated date for bids or negotiated prices, consultant selection ed in fiscal year 2023 with construction in fiscal year 2025. tus (Date of FONSI or submit CATEX Form for Approval)	for planning or envi	ronmental projects,	length of construc	tion or design, pl	anning or
1. Environme	ntal Study a	pproval anticipated by late 2022.					
Land Title Sta	tus & Date	of Exhibit "A" Status		Date			
County of Ver	ntura holds t	itle to Land					
Exhibit A, Pro				Conditionally App	roved, June 2011		
Open AIP Fu	nded Projec	ts		Expected Close-o	ut Date		
Taxiway H (A	IP No. 3-06-	.0339-037-2019)		June 2022			
Master Syste	n Plan (AIP	No. 3-06-0339-038-2020)		June 2024			
Certification Sponsor.	To the bes	it of my knowledge and belief, all information shown in	the ACIP Data She	et is true and corr	ect and had been	duly authorized	i by the
Keith Freitas	, Director o	f Airports	Erin Powers, Proj	ects Administrato	r		
Name and Title	of Authorize	d Representative (Print or Type)	Contact Name and T	itle (Print or Type)			
			(805) 388-4205				
Cianaturo		_ :		T			

Date

Signature

Contact Phone (Print or Type)

#### **CMA ACIP DATA SHEET**

Airport Name		CAMARILLO AIRPORT	Fiscal Year 2024			
Shown On ALP	Project Type*	Project Description	Federal Share		Local Share	Total
N/A	N/A	No Project: Roll over Entitlements and BIL Funding	\$0	\$0	\$0	\$
		Total	\$0	\$0	\$0	
* D - Develop	ment; P - Pl	anning; E - Environmental				
Datail Project	Description	PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECT (Square/Lineal Footage or Length/Width)	TS ANTICIPATED	WITHIN 1-2 YEAR	RS	
	7719					
environmenta	I process)	ated date for bids or negotiated prices, consultant selection for planning or envi	ronmental projects,	length of construc	ction or design, pla	nning or
environmenta	i process) nmental Sta		ronmental projects,	length of construc	ction or design, pla	nning or
environmenta	nmental Sta atus & Date	tus (Date of FONSI or submit CATEX Form for Approval)  of Exhibit "A" Status			ction or design, pla	nning or
NEPA Environ  Land Title Sta	nmental Sta atus & Date ntura holds t	tus (Date of FONSI or submit CATEX Form for Approval)  of Exhibit "A" Status  itle to Land.	Date	roved, June 2011	ction or design, pla	nning or
NEPA Environ  Land Title State  County of Verent Exhibit A, Pro  Open AIP Furent Taxiway H (A	nmental Sta atus & Date ntura holds t perty Map anded Project	tus (Date of FONSI or submit CATEX Form for Approval)  of Exhibit "A" Status  itle to Land.	Date  Conditionally Appr	roved, June 2011	ction or design, pla	nning or
NEPA Environ  Land Title State  County of Verent Exhibit A, Pro  Open AIP Furent Taxiway H (A Master System)	nmental Sta atus & Date ntura holds to perty Map anded Project IP No. 3-06- m Plan (AIP	tus (Date of FONSI or submit CATEX Form for Approval)  of Exhibit "A" Status  itle to Land.	Date  Conditionally Appreciate Close-or  June 2022  June 2024	roved, June 2011 ut Date		
NEPA Environ  Land Title State  County of Verent April  Copen AIP Furent April  Taxiway H (A Master Syste)	nmental Stantus & Date on tura holds to perty Map anded Project IP No. 3-06-m Plan (AIP	tus (Date of FONSI or submit CATEX Form for Approval)  of Exhibit "A" Status  itle to Land.  is  0339-037-2019)  No. 3-06-0339-038-2020)  it of my knowledge and belief, all information shown in the ACIP Data She	Date  Conditionally Appreciate Close-or  June 2022  June 2024	roved, June 2011 ut Date ect and had been		
NEPA Environ  Land Title State  County of Verenamenta  Exhibit A, Pro  Open AIP Furenamenta  Taxiway H (A  Master Syste  Certification  Sponsor.  Keith Freitas	atus & Date on tura holds to perty Map anded Project IP No. 3-06-m Plan (AIP	tus (Date of FONSI or submit CATEX Form for Approval)  of Exhibit "A" Status  itle to Land.  is  0339-037-2019)  No. 3-06-0339-038-2020)  it of my knowledge and belief, all information shown in the ACIP Data She	Date  Conditionally Apprenticution of the conditionally Apprenticution of the condition of	roved, June 2011 ut Date ect and had been		
NEPA Environ  Land Title State  County of Verene Exhibit A, Pro  Open AIP Furene Air System  Certification Sponsor.  Keith Freitas	atus & Date on tura holds to perty Map anded Project IP No. 3-06-m Plan (AIP	tus (Date of FONSI or submit CATEX Form for Approval)  of Exhibit "A" Status  itle to Land.  is  0339-037-2019)  No. 3-06-0339-038-2020)  it of my knowledge and belief, all information shown in the ACIP Data She  if Airports  Erin Powers, Proj	Date  Conditionally Appreximate Expected Close-or June 2022 June 2024 et is true and correlects Administrato (Itle (Print or Type)	roved, June 2011 ut Date ect and had been		

Airport Name		CAMARILLO AIRPORT	Fiscal Year 2025			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
Υ	D	1. Runway 8-26 Reconstruction (CMA BIL Funding from 2022, 2023 & 2024 and \$590,000 OXR BIL Funding Transfer from 2024 & 2025)	\$33,850,359	\$1,880,576	\$1,880,576	\$37,611,510
Y	D	2. Taxiway Connectors Reconstruction	\$2,754,000	\$153,000	\$153,000	\$3,060,000
		Total	\$36,604,359	\$2,033,576	\$2,033,576	\$40,671,510

\* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Runway 8-26 Reconstruction (CMA BIL Funding from 2022, 2023 & 2024 and \$590,000 OXR BIL Funding Transfer from 2024 & 2025)

Runway 8-26 was constructed in several sections, dating back to 1942. Other than seal coats, no rehabilitation has been performed since the runway was overlaid in 1998, A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016, At the time of the survey, the runway was found to be in Satisfactory condition (PCI of 70-85). However, this was shortly after a slurry seal had been applied in 2014, Based on a geotechnical analysis, non-destructive testing, and PCN evaluation performed in 2017, it was determined the runway is structurally insufficient, and a reconstruction is recommended. The reconstruction consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, runway grooving, pavement marking, drainage improvements for MS4 compliance, and electrical improvements.

2. Taxiway Connectors Reconstruction

The taxiway connectors were constructed in various phases, daling back to 1951. Other than seal coats and isolated repairs, no rehabilitation has been performed on the taxiways since the 1990s. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the taxiways were found to be in Satisfactory condition (PCI of 70-85). Like the runway, this was shortly after a slurry seal had been applied in 2014. The PCN evaluation performed in 2017 has indicated that a majority of the taxiways are structurally insufficient, and a reconstruction is recommended. The reconstruction consists of pavement removal, subgrade preparation and treatment, placement of aggregate base, asphalt paving, pavement marking, drainage improvements for MS4 compliance, and electrical improvements.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1 & 2. Design will be completed during the 2023 Federal Fiscal Year. Bids are anticipated to be received by February 2025 with construction commencing in 2025. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

Environmental Study approval anticipated by late 2022

Land Title Status & Date of Exhibit "A" Status

County of Ventura holds title to Land.

Exhibit A, Property Map

Conditionally Approved, June 2011

Open AIP Funded Projects Expected Close-out Date

Taxiway H (AIP No. 3-06-0339-037-2019)

Master System Plan (AIP No. 3-06-0339-038-2020)

June 2022 June 2024

Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports		Erin Powers, Projects Administrator
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)
11		(805) 388-4205
Signature	Date	Contact Phone (Print or Type)

	Airport Name CAMARILLO AIRPORT		Fiscal Year 2026				
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
Υ	D	Design Grant for PCC Rehabilitation Taxiways F, G1, Key Hangar Area and Main Apron (2028 Construction)	\$355,541	\$19,752	\$19,752	\$395,046	
Υ	D	2. Design Grant for Rehabilitate Central Apron (2028 Construction)	\$333,234	\$18,513	\$18,513	\$370,260	
		Total	\$688,775	\$38,265	\$38,265	\$765,30	
D - Develop	ment; P - Pl	anning; E - Environmental					
		PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECT	TS ANTICIPATED	WITHIN 1-2 YEAR	RS		
Detail Projec	t Description	(Square/Lineal Footage or Length/Width)					
Project Schelenvironmenta	dule (Anticipal process)	lude crack repair, seal coat application and new pavement markings (18,000 S) ated date for bids or negotiated prices, consultant selection for planning or envi		length of construc	tion or design, plai	nning or	
		pleted during the 2026 Federal Fiscal Year					
NEPA Enviro	nmental Sta	tus (Date of FONSI or submit CATEX Form for Approval)					
1, & 2, CatEx	anticipated	tus (Date of FONSI or submit CATEX Form for Approval)	Date				
1, & 2, CatEx	anticipated	tus (Date of FONSI or submit CATEX Form for Approval) to be submitted in a timely manner, of Exhibit "A" Status	Date				
1, & 2, CatEx	anticipated atus & Date	tus (Date of FONSI or submit CATEX Form for Approval) to be submitted in a timely manner, of Exhibit "A" Status	Date  Conditionally Approximately Approximat	roved, June 2011			
1, & 2, CatEx  Land Title Sta	anticipated atus & Date ntura holds toperty Map	tus (Date of FONSI or submit CATEX Form for Approval) to be submitted in a timely manner. of Exhibit "A" Status					
1. & 2. CatEx Land Title Str County of Ve Exhibit A, Pro	anticipated atus & Date ntura holds to poerty Map	tus (Date of FONSI or submit CATEX Form for Approval) to be submitted in a timely manner. of Exhibit "A" Status	Conditionally App				
1, & 2, CatEx Land Title Str County of Ve Exhibit A, Pro Open AIP Fu Taxiway H (A	atus & Date on turn holds to perty Map nded Project	tus (Date of FONSI or submit CATEX Form for Approval) to be submitted in a timely manner. of Exhibit "A" Status itle to Land.	Conditionally Apple				
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1, & 2, CatEx  Land Title State  County of Ve  Exhibit A, Pro  Open AIP Fu  Taxiway H (A  Master Syste  Certification	atus & Date of ntura holds to perty Map nded Project NP No. 3-06- m Plan (AIP	tus (Date of FONSI or submit CATEX Form for Approval)  to be submitted in a timely manner.  of Exhibit "A" Status  itle to Land.  ss.  0339-037-2019)  No. 3-06-0339-038-2020)  st of my knowledge and belief, all information shown in the ACIP Data She	Conditionally Appl Expected Close-o June 2022 June 2024	ut Date	n duly authorized	by the	
1, & 2, CatEx  Land Title Sta  County of Ve  Exhibit A, Pro  Open AIP Fu  Taxiway H (A  Master Syste  Certification Sponsor.  Keith Freitas	atus & Date on tura holds to perty Map anded Project MIP No. 3-06-m Plan (AIP at 10 perty Map	tus (Date of FONSI or submit CATEX Form for Approval)  to be submitted in a timely manner.  of Exhibit "A" Status  itle to Land.  ss.  0339-037-2019)  No. 3-06-0339-038-2020)  st of my knowledge and belief, all information shown in the ACIP Data She	Conditionally App Expected Close-o June 2022 June 2024 et is true and corr jects Administrato	ut Date	n duly authorized	by the	
1. & 2. CatEx  Land Title Sta  County of Ve  Exhibit A, Pro  Open AIP Fu  Taxiway H (A  Master Syste  Certification  Sponsor.  Keith Freitas	atus & Date on tura holds to perty Map anded Project MIP No. 3-06-m Plan (AIP at 10 perty Map	tus (Date of FONSI or submit CATEX Form for Approval)  to be submitted in a timely manner.  of Exhibit "A" Status  itle to Land.  its  0339-037-2019)  No. 3-06-0339-038-2020)  of of my knowledge and belief, all information shown in the ACIP Data She  of Airports  Erin Powers, Pro	Conditionally App  Expected Close-o  June 2022  June 2024  et is true and corr  jects Administrato  Title (Print or Type)	ut Date	i duly authorized	by the	

Airport	Airport Name CAMARILLO AIRPORT			Fiscal Year 2027			
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total
Υ	D	Design Grant for Rehabilitate of Taxiways G, G2 & G3 & NE Taxila (2029 Construction)	ne	\$317,493	\$17,639	\$17,639	\$352,770
Y	D	2. Design Grant for Rehabilitate East & West Aprons (2029 Construct	on)	\$220,320	\$12,240	\$12,240	\$244,800
			Total	\$537,813	\$29,879	\$29,879	\$597,570
* D - Develop	ment: P - PI	anning; E - Environmental		4007,010	<b>\$25,015</b>	\$25,075	4037,070
		PROVIDE THE FOLLOWING DETAILED INFORMATION FOR	ROJEC	TS ANTICIPATED	WITHIN 1-2 YEAR	RS	
Detail Project	Description	(Square/Lineal Footage or Length/Width)					
Work is antici Project Schecenvironmenta 1 & 2. Design NEPA Environ	pated to inc lule (Anticip I process) will be com	bilitate East & West Aprons (2029 Construction) lude crack repair, seal coat application and new pavement markings. (i ated date for bids or negotiated prices, consultant selection for planning pleted during the 2027 Federal Fiscal Year tus (Date of FONSI or submit CATEX Form for Approval)			length of construc	tion or design, p	lanning or
1, & 2, CatEx	anticipated	to be submitted in a timely manner.					
Land Title Sta	itus & Date	of Exhibit "A" Status		Date			
County of Ver Exhibit A, Pro		itle to Land.		Conditionally Appr	roved, June 2011		
Open AIP Fur	nded Project	ts		Expected Close-o	ut Date		
- 1		-0339-037-2019) No. 3-06-0339-038-2020)		June 2022 June 2024			
Certification: Sponsor.	To the bes	st of my knowledge and belief, all Information shown in the ACIP C	ata She	et is true and corr	ect and had been	duly authorize	d by the
Keith Freitas	, Director o	f Airports Erin Pow	rs, Proj	ects Administrato	r		
Name and Title	of Authorize	d Representative (Print or Type) Contact Na	me and T	itle (Print or Type)			
		(805) 388					
Signature		Date Contact Ph	one (Prin	t or Type)			

Airport	rt Name CAMARILLO AIRPORT		Fiscal Year 2028			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
Υ	D	1. PCC Rehabilitation Taxiways F, G1, Key Hangar Area and Main Apron	\$2,370,276	\$131,682	\$131,682	\$2,633,640
Υ	D	2. Resurface Central Apron	\$2,221,560	\$123,420	\$123,420	\$2,468,400
Υ	D	Design for Rehabilitate West, Central & Key Hangar Areas (2030 Construction)	\$403,578	\$22,421	\$22,421	\$448,420
Y	D	Design for Rehabilitate Aviation Drive & Durley Ave, Airport Access Roads (2030 Construction)	\$187,686	\$10,427	\$10,427	\$208,540
		Total	\$5,183,100	\$287,950	\$287,950	\$5,759,000

\* D - Development; P - Planning; E - Environmental

### PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1, PCC Rehabilitation Taxiways F, G1, Key Hangar Area and Main Apron

Work is anticipated to include crack repair, resealing of joints, spall repair and select panel replacement. (160,000 SY)

2. Resurface Central Apron

Work is anticipated to include crack repair, seal coat application and new pavement markings (18,000 SY)

3. Design for Rehabilitate West, Central & Key Hangar Areas (2030 Construction)

Work is anticipated to include crack repair, seal coat application and new pavement markings.

4. Design for Rehabilitate Aviation Drive & Durley Ave. Airport Access Roads (2030 Construction)

Work is anticipated to include crack repair, seal coat application and new pavement markings, (26,280 SY)

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

- 1 & 2. Design will be completed during the 2026 Federal Fiscal Year. Bids are anticipated to be received by February 2028 with construction commencing in 2028. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.
- 3. & 4. Design will be completed during the 2028 Federal Fiscal Year

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1., 2., 3., & 4. CatEx anticipated to be submitted in a timely manner.

Land Title Status & Date of Exhibit "A" Status	Date

County of Ventura holds title to Land.

Exhibit A, Property Map

Conditionally Approved, June 2011

Open AIP Funded Projects Expected Close-out Date

Taxiway H (AIP No. 3-06-0339-037-2019)

Master System Plan (AIP No. 3-06-0339-038-2020)

June 2022 June 2024

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports		Erin Powers, Projects Administrator
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)
		(805) 388-4205
Signature	Date	Contact Phone (Print or Type)

P:\Capital Improvement Plan CIP\5 Year CIP 2022\2022 ACIPs Sent to FAA\CMA\_ACIP 2022-2030 Data Sheets-Working-03.30.22

Airport	Name	CAMARILLO AIRPORT		Fiscal Year 2029				
Shown On ALP	Project Type*	Project Description		Federal Share	State Share	Local Share	Total	
Υ	D	1, Resurface of Taxiways G, G2 & G3 & Rehabilitate NE Ta	xilane	\$3,174,930	\$176,385	\$176,385	\$3,527,70	
Y	D	2. Rehabilitate East & West Aprons		\$2,203,200	\$122,400	\$122,400	\$2,448,00	
			Total	\$5,378,130	\$298,785	\$298,785	\$5,975,70	
D - Develop	ment; P - Pi	anning; E - Environmental						
		PROVIDE THE FOLLOWING DETAILED INFORMATION	ON FOR PROJEC	TS ANTICIPATED	WITHIN 1-2 YEAR	RS		
Detail Project	Description	(Square/Lineal Footage or Length/Width)						
Project Scher environmenta 1. & 2. Design Engineer duri NEPA Environ	pated to inc lule (Anticipal I process) In will be coming design, the Inmental State	est Aprons ude crack repair, seal coat application and new pavement ma ated date for bids or negotiated prices, consultant selection for spleted during the 2027 Federal Fiscal Year. Bids are anticipal the County is committed to project completion and grant sign of the County of FONSI or submit CATEX Form for Approval) to be submitted in a timely manner.	r planning or envir	by February 2029.	Construction leng			
Land Title Sta	tus & Date	of Exhibit "A" Status		Date				
County of Ver Exhibit A, Pro		itle to Land.		Conditionally Appr	oved, June 2011			
Open AIP Fur	nded Project	S		Expected Close-or	ut Date			
W.C.		0339-037-2019) No. 3-06-0339-038-2020)		June 2022 June 2024				
Certification Sponsor.	To the bes	t of my knowledge and belief, all information shown in the	e ACIP Data Shee	et is true and corre	ect and had been	duly authorized i	by the	
Keith Freitas	, Director o	f Airports E	rin Powers. Proi	ects Administrato	·			
	<u> </u>		Contact Name and T					

Date

Signature

(805) 388-4205

Contact Phone (Print or Type)

P:\Capital Improvement Plan CIP\5 Year CIP 2022\2022 ACIPs Sent to FAA\CMA\_ACIP 2022-2030 Data Sheets-Working-03.30.22

Airport Name CAMARILLO AIRPORT			Fiscal Year 2030				
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total	
Υ	D	Rehabilitate West, Central & Key Hangar Areas	\$4,035,780	\$224,210	\$224,210	\$4,484,20	
Y	D	2, Rehabilitate Aviation Drive & Durley Ave, Airport Access Roads	\$1,876,860	\$104,270	\$104,270	\$2,085,40	
		Total	\$5,912,640	\$328,480	\$328,480	\$6,569,60	
D - Develop	ment; P - Pl	anning; E - Environmental					
Datell Besieve	Danadallan	PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECT	TS ANTICIPATED	WITHIN 1-2 YEAR	RS		
Detail Project	Description	(Square/Lineal Footage or Length/Width)					
		ated date for bids or negotiated prices, consultant selection for planning or envi					
1 & 2 Desig Engineer duri	ng design, t	npleted during the 2028 Federal Fiscal Year Bids are anticipated to be receive ne County is committed to project completion and grant sign off within FAA's gra	d by February 2030	). Construction len			
1 & 2 Desig Engineer duri	n will be con ng design, t	npleted during the 2028 Federal Fiscal Year Bids are anticipated to be receive	d by February 2030	). Construction len			
1 <sub>-</sub> & 2. Design Engineer duri NEPA Enviro	n will be con ng design, th nmental Sta	npleted during the 2028 Federal Fiscal Year Bids are anticipated to be receive ne County is committed to project completion and grant sign off within FAA's gra	d by February 2030	). Construction len			
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1. & 2. Designer during the state of the sta	n will be conning design, the mental Star anticipated anticipated antura holds to perty Map	npleted during the 2028 Federal Fiscal Year Bids are anticipated to be receive the County is committed to project completion and grant sign off within FAA's gratus (Date of FONSI or submit CATEX Form for Approval)  to be submitted in a timely manner  of Exhibit "A" Status	d by February 2030 ant closeout guidelli	o. Construction lengues.			
1. & 2. Designer during the properties of the pr	n will be conning design, the mental Star anticipated anticipated antura holds to perty Map	npleted during the 2028 Federal Fiscal Year Bids are anticipated to be receive the County is committed to project completion and grant sign off within FAA's gratus (Date of FONSI or submit CATEX Form for Approval)  to be submitted in a timely manner  of Exhibit "A" Status	d by February 2030 ant closeout guideli  Date  Conditionally Appr	o. Construction lengues.			
1. & 2. Design Engineer duri  NEPA Enviro  1. & 2. CatEx  Land Title State  County of Verent Alp Fure  Open Alp Fure  Taxiway H (A	anticipated anticipated trus & Date of the	inpleted during the 2028 Federal Fiscal Year Bids are anticipated to be receive the County is committed to project completion and grant sign off within FAA's grants (Date of FONSI or submit CATEX Form for Approval)  to be submitted in a timely manner  of Exhibit "A" Status  itle to Land	d by February 2030 ant closeout guidelin  Date  Conditionally Appre	o. Construction lengues.			
1. & 2. Designer duri  NEPA Enviro  1. & 2. CatEx  Land Title Sta  County of Verent Alphania Apro  Open Alp Furent Alphania Apro  Taxiway H (A  Master Syste  Certification	n will be conning design, to numerical State anticipated attus & Date of the D	Inpleted during the 2028 Federal Fiscal Year., Bids are anticipated to be receive the County is committed to project completion and grant sign off within FAA's grants (Date of FONSI or submit CATEX Form for Approval)  to be submitted in a timely manner,  of Exhibit "A" Status  itle to Land,	Date  Conditionally Appr  Expected Close-o  June 2022  June 2024	o. Construction lengues.	gth will be determi	ned by the	
1. & 2. Designer duri NEPA Enviro 1. & 2. CatEx Land Title Sta County of Ver Exhibit A, Pro Open AIP Fur Taxiway H (A	anticipated attus & Date of the Project PNo. 3-06-m Plan (AIP)	Inpleted during the 2028 Federal Fiscal Year Bids are anticipated to be receive the County is committed to project completion and grant sign off within FAA's grants (Date of FONSI or submit CATEX Form for Approval)  to be submitted in a timely manner.  of Exhibit "A" Status  itle to Land.  its  consideration of the control of the co	Date  Conditionally Appr  Expected Close-o  June 2022  June 2024	roved, June 2011 ut Date	gth will be determi	ned by the	

Date

Signature

(805) 388-4205

Contact Phone (Print or Type)

AIRPORT CAPITAL IMPROVEMENT PLAN	ROVEMENT P	IAN					İ		
1. Afport: OXNARD ARPORT					3, NPIAS No.				
5 Project Description		Federal	State	Local	Total 5	FAA Entitlements	ments	FAA BIL	
(by funding year in priority order)		Funds	Funds	Funds		Description	Amount	Description	Amount
Rederal Geral Year 2022						Available	150.000	Available	\$ 295.000
1. Reconstruct Connector Taxiways A, B, C, D, E		\$ 5,698,245	\$ 150,000	٠, ۱	\$	1.1		nutre.	
2, Part 150 Noise Study	TOTAL	s 472,500 S 6,170,745	5 26,250 5 176,250	5 26,250 5 509,388	5 5,856,383	Remaining 5		Remaining	\$ 295,000
Federal Fiscal Year 2023 1. Reconstruct Taxiway F		\$ 13,500,000	\$ 750,000	000′052 \$	\$ 15,000,000	Available \$	150,000	Available S	\$ 590,000
2, ARFF Truck (\$295,000 OXR BIL Funding from 2022 & 2023 and \$310,000 CMA BIL Funding Transfer from 2023)	ATOT	\$ 900,000	\$ 50,000	\$ 50,000	\$ 1,000,000	Used S		Used	2 590,000
	2		norona n	,		9	000	-	000
Federal Histal Year 2014  1. Design for Reconstruction of Terminal Apron PCC/AC (2026 Construction)		337,500	\$ 18,750	\$ 18,750	· ν · υ		150,000		235,000
<ol><li>Lesign for rehabilitate Last Apron, Executive hangar Area and Portion of Transient Apron (2026 Construction)</li></ol>	TOTAL	1	\$ 26.250	n v	-	Reme		-0	\$ 295,000
Federal Fiscal Year 2025							150,000	Available	000'065 \$
1. Design for Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron (2028 Construction)		\$ 135,000	\$ 7,500	\$ 7,500	\$ 150,000	Used	150,000	Used	8 1
<ol> <li>Design for Rehabilitate Perimeter &amp; Terminal Loop Roads and ATCT &amp; Operations &amp; Central Hangar Parking (2028 Construction)</li> <li>Bit. Funding Transfer to CMA for Runway 8-26 Reconstruction</li> </ol>		\$ 112,725		^	\$ 125,250	Used S		Used	\$ 590,000
	TOTAL	\$ 247,725	\$ 13,763	5 13,763	\$ 275,250	Remaining 5	10	Remaining	
Federal Fiscal Year 2026						Available \$	150,000	Available	
1. Reconstruction of Terminal Apron PCC/AC		2,		٠, ١	<b>S</b>	Used	150,000	Used	31.0
2. Rehabilitate East Apron, Executive Hangar Area and Portion of Translent Apron	TOTAL	5 3,150,000	5 50,000	5 175,000	3,500,000	Remaining 5		Remaining 5	
Federal Fiscal Year 2027		ĺ	l					Available	
1. Design for Drainage Pipe Replacement with Reinforced Concrete Pipe (RCP) (2029 Construction) 2. Fand Aremistings. OFA Property Purchases and RP2 Property Purchases.*		\$ 180,000	\$ 10,000	\$ 10,000	\$ 200,000	Used \$	150,000	Used	
common de la commo	TOTAL	\$ 9,918,000	П	s	s	Remaining 5	2	Remaining	•
Federal Fiscal Year 2028						Available		Available	
L. Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron 2. Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking		\$ 900,000	\$ 50,000	\$ 50,000	\$ 1,000,000	Used \$	000,021	Used	:1
	TOTAL	H	\$ 91,750	\$ 91,750	5 1,835,000	Remaining 5	9	Remaining	
Federal Fiscal Year 2029						Available \$	150,000	Available	
Drainage Pipe Replacement with Reinforced Concrete Pipe (RCP)	TOTAL	5 1,800,000	5 100 000 5	000,001 \$	2,000,000	Remaining S	000,021	Remaining	
		1							

\* New Appraisal is being completed and costs are anticipated to be a smaller amount.

Airport	Name	OXNARD AIRPORT	Fiscal Year 2022			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N	D/E	1. Reconstruct Connector Taxiways A, B, C, D, E	\$5,698,245	\$150,000	\$483,138	\$6,331,383
N/A	E	2. Part 150 Noise Study	\$472,500	\$26,250	\$26,250	\$525,000
		Total	\$6,170,745	\$176,250	\$509,388	\$6,856,383

### \* D - Development; P - Planning; E - Environmental

### PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

Reconstruct Connector Taxiways A, B, C, D, E

The connector taxiways were reconstructed in 1992, Other than seal coats, no rehabilitations have been performed since the 1992 reconstruction besides the taxiway connector transitions from the Runway 7-25 project in 2021, A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016, At the time of the survey, the taxiways were found to be in Poor to Fair condition (PCI of 40-70). Based on the conditions observed in the APMS, as well as a subsequent PCN evaluation, a reconstruction is recommended. The taxiway connector reconstruction consists of pavement removal, subgrade preparation and treatment, placement of aggregate base shoulders, asphalt paving, pavement markings, underdrain installation and electrical improvements.

2, Part 150 Noise Study

This project would consist of completing a Part 150 Noise Study to update the previous study completed in 1998.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. Reconstruct Connector Taxiways A, B, C, D, E

Design will be completed by January 2022, Bids are anticipated to be received by February, 2022 (for construction in the summer of 2022). Construction length will be determined by the Engineer during design; the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.

2. Part 150 Noise Study

It is anticipated that the Part 150 noise study would be completed by the end of 2023.

### NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

- 1, CATEX approved by FAA on 6/12/20,
- Environmental Written Record Submitted to FAA 9/30/21.

|--|

County of Ventura holds title to Land.

Exhibit A, Property Map

Conditionally Approved, March 2010

Open AIP Funded Projects	Expected Close-out Date
Open Air i dided i rojects	Expected Close-out Date

3-06-0179-037-2020

3-06-0179-038-2021

August 2022

Date

August 2023

### Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports		Erin Powers, Projects Administrator
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)
		(805) 388-4205
Signature	Date	Contact Phone (Print or Type)

	Name	OXNARD AIRPORT		Fiscal Ye	ar 2023	
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N	D/E	Reconstruct Taxiway F	\$13,500,000	\$750,000	\$750,000	\$15,000,0
N/A	D	2. ARFF Truck (\$295,000 OXR BIL Funding from 2022 & 2023 and \$310,000 CMA BIL Funding Transfer from 2023)	\$900,000	\$50,000	\$50,000	\$1,000,00
		Total	\$14,400,000	\$800,000	\$800,000	\$16,000,0
* D - Develop	ment; P - Pl	anning; E - Environmental			***	
Datail Project	Description	PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJEC (Square/Lineal Footage or Length/Width)	TS ANTICIPATED	WITHIN 1-2 YEAR	RS	
TDG 3. 2. ARFF Tru		O OXR BIL Funding from 2022 & 2023 and \$310,000 CMA BIL Funding Transfer	from 2023)			
Project Scher environmenta 1. Design will be determine	dule (Anticip I process) be complet d by the Eng	of the acquisition of an ARFF Vehicle.  ated date for bids or negotiated prices, consultant selection for planning or environment of the upcoming grant cycle. Bids are anticipated to be received by Febineer during design; the County is committed to project completion and grant signed prior to the upcoming grant cycle. Bids are anticipated to be received by Feb	ruary 2023 with cor gn off within FAA's	struction in summ	er 2023, Construc	ction length wi
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Project Schei environmenta 1. Design will be determine 2. Design will NEPA Enviro 1. CATEX ap	dule (Anticip Il process)  be complet d by the Eng be complet nomental Sta	ated date for bids or negotiated prices, consultant selection for planning or envir ed prior to the upcoming grant cycle, Bids are anticipated to be received by Feb ineer during design; the County is committed to project completion and grant sign ed prior to the upcoming grant cycle. Bids are anticipated to be received by Feb tus (Date of FONSI or submit CATEX Form for Approval)	ruary 2023 with cor gn off within FAA's	struction in summ	er 2023, Construc	ction length wi
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Project Scheienvironmente  1. Design will be determine  2. Design will NEPA Enviro  1. CATEX aptained Title State County of Velening Nepa Enviro	dule (Anticip Il process)  be complet be complet numental Sta approved by F atus & Date ntura holds to	ated date for bids or negotiated prices, consultant selection for planning or envir ed prior to the upcoming grant cycle. Bids are anticipated to be received by Feb ineer during design; the County is committed to project completion and grant sig ed prior to the upcoming grant cycle. Bids are anticipated to be received by Feb itus (Date of FONSI or submit CATEX Form for Approval)  AA on 1/27/21.  Of Exhibit "A" Status  itle to Land.	ruary 2023 with corgn off within FAA's pruary 2023. Deliver	istruction in summ grant closeout guid y would be anticip	ier 2023, Construc delines. ated in late 2023	ction length wi

Sponsor.

Signature

Keith Freitas, Director of Airports

Name and Title of Authorized Representative (Print or Type)

Erin Powers, Projects Administrator
Contact Name and Title (Print or Type)

(805) 388-4205

Date

Contact Phone (Print or Type)

Airport	Name	OXNARD AIRPORT	Fiscal Year 2024			
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N/A	D	Design for Reconstruction of Terminal Apron PCC/AC (2026 Construction)	\$337,500	\$18,750	\$18,750	\$375,000
N/A	D	Design for Rehabilitate East Apron, Executive Hangar Area and Portion of Transient Apron (2026 Construction)	\$135,000	\$7,500	\$7,500	\$150,000
		e:				
		Total	\$472,500	\$26,250	\$26,250	\$525,000

### PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Design for Reconstruction of Terminal Apron PCC/AC (2026 Construction)

The Terminal Apron was last reconstructed in 1992. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the PCC section on the Terminal Apron was found to be in Very Poor condition (PCI of 25-40), and the AC section in Fair condition (PCI of 55-70). Based on the conditions observed in the APMS and on the pavement strength analysis which showed the inadequacy of the pavement for the aircraft fleet mix at the time, a full reconstruction is recommended for the PCC and AC sections. Work would include AC and PCC pavement removal, strengthening of the subgrade, placing new AB material, placing PCC and AC pavement, and application of pavement markings based on the most current Advisory Circular.

Design for Rehabilitate East Apron, Executive Hangar Area and Portion of Transient Apron (2026 Construction)

The aprons listed above were reconstructed in various years from 1997 to 2010, A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the Transient Apron was found to be in Poor condition (PCI of 40-55), and the East and Executive Aprons were found to be in Salisfactory condition (PCI of 70-85). Based on the conditions observed in the APMS, a seal coat is recommended for most of the area, with a rehabilitation of a portion of the Transient apron (recommended in FY 2016 per APMS). Work would include crack seal, seal coat application, limited pavement removal, trimming of existing AB to meet grades, placing new AB material and AC pavement, and re-application of existing markings.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. & 2. Design will be completed in fiscal year 2024.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1, & 2, CatEx approval anticipated by late 2023.

Land Title Status & Date of Exhibit "A" Status Date

County of Ventura holds title to Land.

Exhibit A, Property Map

Conditionally Approved, March 2010

Open AIP Funded Projects **Expected Close-out Date** 

3-06-0179-037-2020

August 2022

3-06-0179-038-2021

August 2023

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports		Erin Powers, Projects Administrator
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type) (805) 388-4205
Signature	Date	Contact Phone (Print or Type)

Name	OXNARD AIRPORT	Fiscal Year 2025			
Project Project Description Federal Share State Share		Local Share	Total		
D	Design for Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron (2028 Construction)	\$135,000	\$7,500	\$7,500	\$150,000
D	6449 70E   60 000	1 ATCT & \$112,725 \$6,263 \$6,263	\$6,263	\$125,250	
	Total	\$247,725	\$13,763	\$13,763	\$275,250
	Project Type*	Project Type*  D 1. Design for Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron (2028 Construction)  D 2. Design for Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking (2028 Construction)	Project Type*  D 1. Design for Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron (2028 Construction)  D 2. Design for Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking (2028 Construction)  \$112,725	Project Type*  D 1. Design for Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron (2028 Construction)  D 2. Design for Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking (2028 Construction)  \$ \$6,263\$	Project Type*  D 1. Design for Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron (2028 Construction)  D 2. Design for Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking (2028 Construction)  S 56,263  S 66,263

### PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1, Design for Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron (2028 Construction)

A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the West Hangar Area was in Satisfactory Condition (PCI 70-85), while the ARFF Apron and Central Hangar Area were in Good Condition (PCI 85-100). The proposed improvement for the areas consist of an emulsified asphalt seal coat which will include crack repair, seal coat application, and re-application of pavement markings.

2. Design for Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking (2028 Construction)

A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016, At the time of the survey, the Perimeter Road was in Fair (PCI 55-70) to Poor (PCI 40-55) Condition, the Terminal Loop was in Satisfactory Condition (PCI 70-85), the ATCT and Operations Parking was in Satisfactory Condition, and the Central Hangar Area Parking was in Poor Condition, The proposed improvements for the areas mentioned above consist of a rehabilitation for the section of the Perimeter Road in Poor condition and an emulsified asphalt seal coat for the other areas. The rehabilitation will consist of removing the existing pavement, trimming AB to meet design grades, placing new AB material over existing, and placing new AC pavement. The emulsified asphalt seal coat will include crack repair, seal coat application, and re-application of pavement markings.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1. & 2. Design will be completed in fiscal year 2025.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. & 2. CatEx approval anticipated by late 2025.

Land Title Status & Date of Exhibit "A" Status	Date

County of Ventura holds title to Land.

Exhibit A, Property Map Conditionally Approved, March 2010

Open AIP Funded Projects Expected Close-out Date

3-06-0179-037-2020 August 2022 3-06-0179-038-2021 August 2023

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports

Erin Powers, Projects Administrator

Contact Name and Title (Print or Type)

(805) 388-4205

Signature

Date

Contact Phone (Print or Type)

Airport	Name	OXNARD AIRPORT	Fiscal Year 2026				
Shown On Project ALP Type*		Project Description	Federal Share	State Share	Local Share	Total	
Υ	D/E	1, Reconstruction of Terminal Apron PCC/AC	\$2,250,000	\$125,000	\$125,000	\$2,500,000	
Υ	D/E	Rehabilitate East Apron, Executive Hangar Area and Portion of Transient Apron	\$900,000	\$50,000	\$50,000	\$1,000,000	
		Total	\$3,150,000	\$175,000	\$175,000	\$3,500,000	

\* D - Development; P - Planning; E - Environmental

### PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

### 1. Reconstruction of Terminal Apron PCC/AC

The Terminal Apron was last reconstructed in 1992, A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the PCC section on the Terminal Apron was found to be in Very Poor condition (PCI of 25-40), and the AC section in Fair condition (PCI of 55-70), Based on the conditions observed in the APMS and on the pavement strength analysis which showed the inadequacy of the pavement for the aircraft fleet mix at the time, a full reconstruction is recommended for the PCC and AC sections. Work would include AC and PCC pavement removal, strengthening of the subgrade, placing new AB material, placing PCC and AC pavement, and application of pavement markings based on the most current Advisory Circular.

2. Rehabilitate East Apron, Executive Hangar Area and Portion of Transient Apron

The aprons listed above were reconstructed in various years from 1997 to 2010. A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the Transient Apron was found to be in Poor condition (PCI of 40-55), and the East and Executive Aprons were found to be in Satisfactory condition (PCI of 70-85). Based on the conditions observed in the APMS, a seal coat is recommended for most of the area, with a rehabilitation of a portion of the Transient apron (recommended in FY 2016 per APMS), Work would include crack seal, seal coat application, limited pavement removal, trimming of existing AB to meet grades, placing new AB material and AC pavement, and re-application of existing markings.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1, & 2, Design will be completed prior to the upcoming grant cycle. Bids are anticipated to be received by February 2026 with construction in summer 2026, Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1. & 2. CatEx approval anticipated by late 2025.

Land	Title	Status 8	3	Date	of	Exhibit	"A"	Status	

Date

County of Ventura holds title to Land.

Exhibit A, Property Map

Conditionally Approved, March 2010

Open AIP Funded Projects

August 2022

**Expected Close-out Date** 

3-06-0179-037-2020 3-06-0179-038-2021

August 2023

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Keith Freitas, Director of Airports		Erin Powers, Projects Administrator	
Name and Title of Authorized Representative (Print or Typo	9)	Contact Name and Title (Print or Type)  (805) 388-4205	
Signature	Date	Contact Phone (Print or Type)	

Airport	Name	OXNARD AIRPORT		Fiscal Ye	ar 2027	
Shown On ALP	Project Type*	Project Description	Federal Share	State Share	Local Share	Total
N/A	D	Design for Drainage Pipe Replacement with Reinforced Concrete Pipe (RCP) (2029 Construction)	\$180,000	\$10,000	\$10,000	\$200,000
Y	D/E	Land Acquisitions - OFA Property Purchases and RPZ Property Purchas     The Property Purchases and RPZ Property Purchases	\$9,738,000	\$541,000	\$541,000	\$10,820,000
		To	\$9,918,000	\$551,000	\$551,000	\$11,020,000
D - Develop	ment; P - Pl	anning; E - Environmental				
		PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJ	CTS ANTICIPATED	WITHIN 1-2 YEA	RS	
Detail Project	Description	(Square/Lineal Footage or Length/Width)				
Project Schedenvironmenta  1. Design will 2. N/A  NEPA Enviro	dule (Anticip I process) be complete	to acquire land within the ultimate Runway 7 approach RPZ and OFA and Ruated date for bids or negotiated prices, consultant selection for planning or ended in fiscal year 2027.  Stus (Date of FONSI or submit CATEX Form for Approval)			tion or design, pl	anning or
		of Exhibit "A" Status	Date			
Land This Old	itas or Date (	O LABOR A GRAND	Date			
County of Ver	ntura holds t	itle to Land.				
Exhibit A, Pro	perty Map		Conditionally App	roved, March 2010	)	
Open AIP Fu	nded Project	s	Expected Close-o	ut Date		
3-06-0179-03	7-2020					
3-06-0179-03 3-06-0179-03			August 2022 August 2023			
			August 2022 August 2023			
3-06-0179-03	8-2021	it of my knowledge and belief, all information shown in the ACIP Data Si	August 2023	ect and had been	duly authorized	by the
3-06-0179-03	8-2021 : To the bes		August 2023		duły authorizec	l by the
3-06-0179-03  Certification: Sponsor.  Keith Freitas	8-2021 To the bes	f Airports Erin Powers, Pi	August 2023		duly authorized	by the
3-06-0179-03  Certification: Sponsor.  Keith Freitas	8-2021 To the bes	f Airports Erin Powers, Pi	August 2023  eet is true and corr  ojects Administrato  Title (Print or Type)		duly authorized	l by the

Airport	Name	OXNARD AIRPORT	Fiscal Year 2028				
Shown On Project ALP Type*		Project Description F		State Share	Local Share	Total	
Υ	D/E	Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron	\$900,000	\$50,000	\$50,000	\$1,000,000	
Υ	D/E	Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking	al Loop Roads and ATCT & Operations & \$751,500 \$41,750		\$41,750	\$835,000	
		Total	\$1,651,500	\$91,750	\$91,750	\$1,835,000	

D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1. Rehabilitate and Resurface Central & West Hangar Areas and ARFF Apron

A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the West Hangar Area was in Satisfactory Condition (PCI 70-85), while the ARFF Apron and Central Hangar Area were in Good Condition (PCI 85-100). The proposed improvement for the areas consist of an emulsified asphalt seal coat which will include crack repair, seal coat application, and re-application of pavement markings.

2. Rehabilitate Perimeter & Terminal Loop Roads and ATCT & Operations & Central Hangar Parking

A visual condition survey was performed in 2015 for an Airport Pavement Management System (APMS) prepared in 2016. At the time of the survey, the Perimeter Road was in Fair (PCI 55-70) to Poor (PCI 40-55) Condition, the Terminal Loop was in Satisfactory Condition (PCI 70-85), the ATCT and Operations Parking was in Satisfactory Condition, and the Central Hangar Area Parking was in Poor Condition. The proposed improvements for the areas mentioned above consist of a rehabilitation for the section of the Perimeter Road in Poor condition and an emulsified asphalt seal coat for the other areas. The rehabilitation will consist of removing the existing pavement, trimming existing AB to meet design grades, placing new AB material over existing, and placing new AC pavement. The emulsified asphalt seal coat will include crack repair, seal coat application, and re-application of pavement markings.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

1, & 2. Design will be completed prior to the upcoming grant cycle. Bids are anticipated to be received by February 2028 for construction in summer 2028. Construction length will be determined by the Engineer during design, the County is committed to project completion and grant sign off within FAA's grant closeout guidelines.

NEPA Environmental Status (Date of FONSI or submit CATEX	Form for Appro	ıval)
1, & 2, CatEx approval anticipated by late 2028.		
Land Title Status & Date of Exhibit "A" Status		Date
County of Ventura holds title to Land		
Exhibit A, Property Map		Conditionally Approved, March 2010
Open AIP Funded Projects		Expected Close-out Date
3-06-0179-037-2020		August 2022
3-06-0179-038-2021		August 2023
Certification: To the best of my knowledge and belief, all in Sponsor.	nformation sho	wn in the ACIP Data Sheet is true and correct and had been duly authorized by the
Keith Freitas, Director of Airports		Erin Powers, Projects Administrator
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)
		(805) 388-4205
Signature	Date	Contact Phone (Print or Type)

Airpor	t Name	OXNARD AIRPOR	т		Fiscal Ye	ar 2029	
Shown On ALP	Project Type*	Project Description	n	Federal Share	State Share	Local Share	Total
ē	D/E	Drainage Pipe Replacement with Reinforced	Concrete Pipe (RCP)	\$1,800,000	\$100,000	\$100,000	\$2,000,00
			Total	\$1,800,000	\$100,000	\$100,000	\$2,000,00
D - Develop	ment; P - Pla	anning; E - Environmental					
		PROVIDE THE FOLLOWING DETAILED I	NFORMATION FOR PROJEC	TS ANTICIPATED	WITHIN 1-2 YEAR	RS	
Jetail Projec	t Description	(Square/Lineal Footage or Length/Width)					
determined b	l be complete y the Engine	ad prior to the upcoming grant cycle. Bids are ant er during design, the County is committed to proj us (Date of FONSI or submit CATEX Form for Ap	ect completion and grant sign o	uary 2029 for cons off within FAA's gra	truction in summer int closeout guidel	· 2029, Constructio	n length will be
1. CatEx арр	roval anticipa	ated by late 2028.					
Land Title St	atus & Date o	of Exhibit "A" Status		Date			
County of Ve	ntura holds ti	tle to Land					
Exhibit A, Pro	perty Map			Conditionally Appr	roved, March 2010	)	
Open AIP Fu	nded Project	S		Expected Close-o	ut Date		
3-06-0179-03 3-06-0179-03				August 2022 August 2023			
Certification	: To the bes	t of my knowledge and belief, all information	shown in the ACIP Data Shee	et is true and corr	ect and had been	duly authorized	by the
Keith Freita	s, Director o	f Airports	Erin Powers, Proje	ects Administrato	r		
Name and Title	of Authorized	d Representative (Print or Type)	Contact Name and Ti	itle (Print or Type)			
			(805) 388-4205				
Signature		Date	Contact Phone (Print				



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372

Fax: (805) 388-4366 www.ventura.org/airports

May 2, 2022

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 2022-23 Rent and Fee Schedule, Effective July 1, 2022; Adoption of a Resolution Establishing Rents, Fees, and Insurance Requirements for the Department of Airports; 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, Termination Notices, 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 (Board):

- Approve the Department of Airports' ("Department") FY 2022-23 Rent and Fee Schedule (Exhibit 1 is a clean version and Exhibit 2 is a legislative version with track changes), with an effective date of July 1, 2022; and
- 2. Authorize the County Executive Officer and the Director of Airports to execute certain leases, subleases, licenses, permits, special use/activity permits, operation agreements, extensions, amendments, consents, termination notices, and unlawful detainer complaints as described in section III of the attached resolution (pages 30-37 of Exhibit 1); and
- 3. Approve, adopt, and execute the resolution (pages 30-37 of Exhibit 1) establishing rents, fees, and insurance requirements for the Department.

### Fiscal/Mandates Impact:

Mandatory: No

AAC/CAA/OAA FY 2022-23 Rent and Fee Schedule May 2, 2022 Page 2

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 2022-23 Requested (Note B) Revenue (see Note A): \$ 8,712,000 Costs: Direct (see Note A) 7,507,000 Indirect – County Cost Allocation Plan 584,000 Total Costs 8,091,000 Net Airports' Revenue \$ 621,000

**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's rents and fees are reviewed annually for appropriate adjustment in accordance with those policies set forth in that resolution establishing airports' rents and fees.

There are rate adjustments for hangars and tie-downs this year, new appraised land value has generated an updated rate for ground rent in the Business Park at Camarillo Airport, and the aviation ground rent at both airports as discussed below.

- Per Rent and Fee Policy 3.b. fees for the hangars and tie-downs are to be adjusted every other year with a rent analysis every 5 years. The last adjustment was FY 2019-20, so the adjustments due last year were skipped. We have applied the CPI change over 3 years to provide for an adjustment of:
  - County Hangars \$.40/SF/month versus \$.364/SF/month (older hangars);
  - County Hangars \$.53/SF/month versus \$.50/SF/month (new hangars 1 year CPI increase to keep annual adjustments consistent going forward);
  - Tie downs: \$112 from \$102 and \$153 from \$139/month.
- 2. Per Rent and Fee Policy V.A.1 Appraisal and derived 10% ROI for the non-aviation land rent has been updated to \$1.50/SF/year since the last update in FY 2019-20 of \$1.35/SF/year. Aviation land rental rate is discounted by 35% from the non-aviation rate due to its restricted use resulting in an aviation land rental rate of \$.975/SF/year.

- 3. The Department proposes an increase to the fee from \$50 to \$250 per document, intended to cover cost recovery of legal fees for review of documents initiated by applicants not using standard County documents. For example, as aeronautical and commercial businesses sell and leases are assigned, there are a variety of transactional documents provided to the Department to review, modify/approve which require County Counsel review in addition to staff time. We anticipate an increase in this activity as we enter solicitation for new development at both airports.
- 4. Extends, for another fiscal year, an exemption from the 2% (of sales price) fee for transfers of privately owned hangars by owners who convert from existing month-to-month leases to the anticipated new term lease.
- 5. Rates have been adjusted for personnel where time is charged to grants, tenant requested maintenance, and/or tenant requested operations that are not part of our day-to-day business. Billable rates for staff reflect projected salaries and benefits with the 70.5% Airports Indirect Cost Rate Proposal applied.
- 6. A convenient Summary Table of Fees has also been added and bound under the cover.

The proposed Department of Airports' Rent and Fee Schedule, to become effective July 1, 2022, is recommended for the Board's approval and contains the adjustments noted above.

If you have any questions regarding this item, please call Dave Nafie at 388-4201, or me at 388-4200.

KEITH FREITAS, A.A.E., C.A.E.

**Director of Airports** 

Attachments:

Exhibit 1 - FY 2022-23 Rent and Fee Schedule - Proposed Clean Version

Exhibit 2 - FY 2022-23 Rent and Fee Schedule - Proposed Track Changes Version

### RENT AND FEE SCHEDULE DEPARTMENT OF AIRPORTS

Rents and Fees Common to Camarillo and Oxnard Airports

Effective July 1, 2022

### **EXHIBIT 1**

### DEPARTMENT OF AIRPORTS RENT AND FEE SCHEDULE INDEX

		<u>Page</u>
Sumn	nary Table of Fees F	Follows Table of Contents
l.	AIRCRAFT STORAGE	3
II.	AIRCRAFT OPERATIONS	5
III.	GOVERNMENT AIRCRAFT	6
IV.	AIRPORT BUILDINGS/IMPROVEMENTS	7
V.	AIRPORT LAND/GROUND AREAS	8
VI.	AUTO PARKING	9
VII.	AIRPORT PERMITS	10
VIII.	MISCELLANEOUS CHARGES	13
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Exhibit A - Rent Fee Schedule

Summary of Rent & Fees

RENT FEE SCHEDULE
Department of Airports

Department of Airports Fiscal Year 2022-2023

### FY 2022-23

	111111111111111111111111111111111111111
CHARGE	Kent or Fee
Administration Fee - Applies to each new lease processing action by Department	\$ 150.00
Transient Tie-downs - Per Overnight (Not on Corporate Ramp)	
Single Engine	\$ 8.00
Multi Engine	\$ 10.00
Large Aircraft over 12,500 LBS	Equal to Landing Fee
Transient Ramp Area - Day Use (24 hrs or any portion)	2
Commercial / FBO / Overflow Use -Fee Per Day or Portion- under 12,500 lbs	\$ 25.00
Commercial / FBO / Overflow Use - Fee Per Day or Portion 12,500 - 40,000 lbs	\$ 50.00
Commercial / FBO / Overflow Use - Fee Per Day or Portion - over 40,000 lbs	\$ 100.00
Commercial / FBO / Overflow Use - Fee Per Day or Portion - Helicopters	\$ 50.00
Private Aircraft - Not affilliated with FBO	\$25.00 / Equal to Landing Fee
Government/Contract Fire Fighting Aircraft	No charge
Leased Tiedowns - Per Space, Month to Month Basis	
Standard	\$ 112.00
Pull-through	\$ 153.00
Large Aircraft over 12,500 LBS ( See also Exhibit B )	10x Landing Fee
Ground Rent - With Private Hangars - Per SF, Per Month	\$ 0.150

### AIRCRAFT OPERATIONS

Electric Service - Per Month (if applicable)

County Owned Hangar Rent - Per SF, Per Month

Constructed Prior to 2019 Constructed After 2019

### Landing Fees

Air Carriers - Minimum Fee / Fee per 1,000 LBS MTOW
Air Carriers - Fee per 1,000 LBS MTOW (Rounded to nearest thousand pounds)

Lighter-than-air Aircraft Daily Use Fee

Small Aircraft under 12,500 LBS (Non-Commercial)

### Fuel Flowage/Storage

Fuel Flowage per delivered gallon

Facility Fee - For Use of County Fuel Farm

Oil Flowage

Fuel Tank Rental - For Storage of Fuel in County Fuel Farm Page 1

1.44	113.00	No charge	90.0	0.02	0.15	0.046	
\$	\$		\$	\$	\$	\$	

0.400

9.000

0.540

15.49

Summary of Rent & Fees

### RENT FEE SCHEDULE

**Department of Airports** Fiscal Year 2022-2023

### FY 2022-23

Rent or Fee

# **GOVERNMENT AIRCRAFT - WITHOUT CHARGE\***

CHARGE

# **AIRPORT BUILDINGS/IMPROVEMENTS (County-Owned)**

Rent (Non-Aviation) - Per SF, Per Month

Rent (Aviation) - Per SF, Per Month

Hangar

Shop

Office

Ramp

Term of Lease (Non-Aviation) - Improvements Per Acre, Per Year

Term of Lease (Aviation) - Improvements Per Acre, Per Year

Full Service ASP

Lmited Service ASP

Single Service ASP

20,000.00	20,000.00	טטטטטכ
\$	-γ-	v
	\$ 20,000.00	\$ 20,000.00

0.40 0.40 0.50 0.0886

**Established by Appraisal** 

### **AIRPORT LAND/GROUND AREAS**

# Ground Rent (Aviation & Non-Aviation) - Per SF, Per Year

Ground Leases (Non-Aviation)

Ground Leases (Aviation)

Percentage Rent

Term of Lease (Aviation and Non-Aviation) - Improvements Per Acre, Per Year **Month to Month Ground Lease** 

\$ 1.50
---------

Exhibit A - Rent Fee Schedule

Summary of Rent & Fees

CHARGE

**Department of Airports** 

**RENT FEE SCHEDULE** 

Fiscal Year 2022-2023

FY 2022-23

**Rent or Fee** 

Free

5.00 8.00

4.00

100.00

8.00

25.00

5.00

20.00

### **AUTO PARKING**

### Oxnard Terminal Pay Lot

0-4 HRS

4-6 HRS

6-12 HRS

12-24 HRS

Each Additional Day

Monthly

### **Permit Parking**

Rent-A-Cars - Per Month, Per Space

All Others - Per Month, Per Space

Permit Replacement Fee

### **AIRPORT PERMITS**

### **Commercial Activity Permits**

### Permit Fee - Aviation Commercial

Daily Permit

Additional Consecutive Days

Annual Permit - Mobile Mechanic, Independent Flight Instructor, Self-Fueler

### Permit Fee - Non-Aviation Commercial

Daily Permit

Additional Consecutive Days

Monthly

Annual

# Commercial Film/Photography Permits (on Non-Leased Property)

Feature/TV/Commercial/Movie Filming per day (1-20 Cast/Crew)

Feature/TV/Commercial/Movie Filming per day (21+ Cast/Crew)

Commercial Photography per day

Acvitity on Leasehold per day

199.00	35.00	1,879.00
ᡐ	\$	\$

\$ 436.00
\$ 100.00
\$ 871.00
\$ 2,438.00

1,100.00	3,000.00	800.00	262.00
\$	\$	\$	Ş

### **RENT FEE SCHEDULE**

### **Department of Airports**

### Fiscal Year 2022-2023

### FY 2022-23

100.00

2,438.00

436.00

9.00

Use Fee Plus Personnel Costs

Fee Waiver Required

149.00

1,466.00 134.00 As negotiated

As negotiated Minimum Base Rent

8.5% Attributable Gross

## Rent or Fee CHARGE Summary of Rent & Fees

Special Use Permit Fee - Non-Commercial, Individual, and/or Community/Club Activity

Daily Fee

Additional Consecutive Days

**Annual Fee** 

Use Permit for Promotion of Aviation/Non-profit Community Activity

Special Uses Requiring Extra or Overtime Operations Personnel

Aircraft Repair Work Areas (Wash Racks)

Aircraft Owner Use (Non-Commercial) - Per Hour

Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles

Taxi/Shuttle Permit Fee - Annual

Faxi/Shuttle Permit Fee - Monthly (Director of Airports Approval Required)

Courtesy Vehicle Permit Fee - Annual

Off-Airport Rental Cars (Separate License Required)

Restaurant - Major Operation - Base Rent

Restaurant - Major Operation - Percentage Rent

Restaurant - Minor Operation - Base Rent

Restaurant - Minor Operation - Percentage Rent

7% of Gross

9.00 \$100

### MISCELLANEOUS CHARGES

Electronic Payment Convenience Fee (per transaction)

Large Item Disposal Fee

**Document Processing Fee** 

Documents executed by Director of Airports

Documents executed by Board of Supervisors

Transfer Fee for Long Term Lease - Private Hangar Sales

**Document Copying Fee - Per Page** 

Document Copying Fee - Staff Time (First 2 HRS No Charge)

**Bad Check Charge** 

Security Gate Cards - New

Security Gate Cards - Lost Card Replacement

**Parking Citations** 

50.00	250.00	5%	0.035	Actual Hourly Rate or \$24/HR	25.00	20.00	16.00	50.00
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Summary of Rent & Fees

### RENT FEE SCHEDULE Department of Airports

Fiscal Year 2022-2023

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CHARGE	Rent or Fee
Large Conference Room Fee - Per Day	\$ 185.00
Small Conference Room Fee - Per Day	\$ 42.00
Late Fee (of Unpaid Balance)	10%
Airport Sweeper Service Fee - Per Hour or Portion of Hour	\$ 118.00
Other Hourly Rates	19
Private Development Review / Permitting/CEQA Lead Agency - Projects Administrator	139.11
Private Development Review / Permitting/CEQA Lead Agency - Deputy Director	\$ 194.37
Private Development Review / Permitting/CEQA Lead Agency - Director of Aviation	\$ 249.53
Grant Billing - Federal Grants -Projects Administrator	[\$
Grant Billing - Federal Grants - Senior Accounting Tech	\$ 72.31
Maintenance Supervisor	\$ 117.25
Maintenance Workers - Lead	\$ 106.98

LEASE/LICENSE AGREEEMENTS

Small UAS Operations (Two Officers)

Maintenance Workers - Senior

Operations Workers - Officer

**Full Service Aeronautical Service Provider** 

211.22

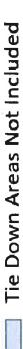
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# Transient Ramp Area (also known as "Corporate Ramp")

Camarillo Transient Ramp







Transient Ramps (Approx. Extents)

### I. <u>AIRCRAFT STORAGE</u>

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 15th 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 one (1) month's rent in effect at the time of initial license sign-up.

### A. <u>Transient Tie-downs</u> (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. <u>Tie-downs</u> (month to month)

- 1. Push in/out \$112/month
- 2. Taxi in/out \$153/month

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

Unless parked by a commercial operator, 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. The first 24-hour period is included in landing fee. Statements will e sent to the aircraft owner listed in FAA registry.

### D. <u>Transient Ramp Area – Commercial Day-Use and Overflow Parking Fee.</u> Commercial operators that park aircraft on a Transient Ramp Area that is owned and managed by the Department of Airports (also known as "Corporate Ramp") will be billed to the commercial operator according to the following schedule (piston

aircraft should be parked on a tiedown leased or licensed to the operator). Refer to the Rent and Fee Schedule Index for a depiction of the Transient Ramp Area.

- 1. Jets and Turboprops less than 12,500 pounds maximum gross take-off weight \$25/day or any portion thereof.
- 2. Jets and Turboprops between 12,500 40,000 pounds maximum gross takeoff weight \$50/day or any portion thereof.
- 3. Jets and Turboprops over 40,000 pounds maximum gross take-off weight \$100/day or any portion thereof.
- 4. Helicopters \$50/day or any portion thereof.

### 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 \$0.15 per square foot per month.

### NOTES:

- 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 built/installed prior to 2019 is based upon \$0.40 per square foot per month. The rent for County owned hangars built/installed in or after 2019 is based upon \$0.54 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 (Daily Hangar Fee) 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:

### Inventory installed prior to 2019:

### Inventory installed in or after 2019:

- 1. Port-A-Port (750,800,850,900 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 (2,000 S.F.)

- 1. Tee Hangars (1,130 S.F.)
- 2. Tee Hangars (1,300 S.F.)
- 3. Tee Hangars (1,500 S.F.)
- 4. Tee Hangars (2,770 S.F.)

### II. <u>AIRCRAFT OPERATIONS</u>

### 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.
- 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. <u>Fuel Flowage/Storage</u>

- 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.
- 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 Fair Market Value, including percentage rents, as 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. Rent increases, as often as annually, may be negotiated between the parties.

### B. Rent (Aviation)

Per Policy 3, 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>	O <u>xnard</u>
Hangar	\$0.40	\$0.40
Shop	\$0.40	\$0.40
Office	\$0.50	\$0.50
Ramp	\$0.0886	\$0.0886

### 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. <u>Term of Lease (Minimum Qualifications) Aviation</u>

- 1. <u>Full Service ASP</u>- A minimum capital investment of \$20,000 per acre, per year, is required, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first two years or less, or as approved by the Board of Supervisors.
- Limited Service ASP- A capital investment of \$20,000 per acre, per year, is required, as approved by the Director of Airports, and all agreed-upon improvements shall be completed within the first two years or less, or as negotiated in the lease.
- 3. <u>Single Service ASP</u>- 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. <u>Leases up to Five Years Term may be executed by the Director of Airports, or his/her designee.</u>

### V. <u>AIRPORT LAND/GROUND AREAS</u>

- A. Rent (Non-Aviation and Aviation)
  - 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 \$1.50 per square ft. per year based on 10% ROI using February 2022, appraisal stating land value at \$15.00 per square foot.
- b) Aviation Land Rent Rate is \$0.975 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

<u>Percentage Rent</u>: Applicable Rate of all gross receipts from Tenants subject to percentage.

2. <u>"Month to Month" Ground Leases</u>: 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: <u>Formula Minimum Rent</u>: 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 or Office Leases: Renewable until terminated (no options to extend).
- 3. Commercial leases in Airport Business Park. One (1) year or more.
- C. <u>Leases up to Five Years Term may be executed by the Director of Airports or his/her designee</u>

### VI. <u>AUTO PARKING</u>

A. <u>Terminal Area Parking</u> (Oxnard Terminal Building)

0-4 hours free 4-6 hours \$4 6-12 hours \$5 12-24 hours \$10 Each additional 24 hours \$10/day

(Note: \$100.00 monthly rates available)

- B. <u>Permit Parking</u> (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.º 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 (as allowed)
  - c) Annual Permit \$2,438 (as allowed)
- 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. Commercial Filming and Commercial Photography is defined as filmmaking or photography for compensation.

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

- 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) Commercial Filming and Commercial Photography 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. <u>Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity</u>

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. <u>Aircraft Repair Work Areas</u>

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. <u>Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles/Ridesharing Services</u>

Taxicabs, scheduled shuttles, ridesharing services (such as Uber, Lyft, and related services), and courtesy vehicles may enter airport property without charge for the purpose of dropping off passengers. However, no taxicab, ridesharing service, 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. Permits are valid for both airports.

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 to 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.

### VIII. MISCELLANEOUS CHARGES

### A. <u>Document Processing Fee/Document Review Fee by County Counsel</u>

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.) Document review fee for documents not on County standard forms shall require a one-time up-front fee of \$250.00 to reimburse DOA for County Counsel fees for legal review.

- 1. Documents executed by Director of Airports \$50.
- 2. Documents executed by Board of Supervisors \$250.
- 3. Document review fee by County Counsel \$250.

### B. <u>Transfer Fee for Long Term Lease (Term exceeding 1 year)</u>

2% of sales price, based on appraisal and/or purchase agreement. Term ground leases for privately owned aircraft storage hangars that were previously month-to-month leases, signed on or between July 1, 2022, and June 30, 2023, are exempt from this fee.

### C. Document Copying Fee

A fee of \$0.035 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. Late Fee

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

### H. <u>Airport Sweeper Service Fee</u>

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

### I. Other Hourly Rates

Project Permitting and Plan Reviews; Dept. of Airports as CEQA Lead Agency

Projects Administrator \$139.11/hour Deputy Director \$194.37/hour Director of Airports \$249.53/hour

### Grant Billing - Federal Grants

Projects Administrator \$139.11/hour Senior Accounting Tech \$72.31/hour

### Maintenance Workers

Maintenance Supervisor \$117.25/hour Senior Maintenance Worker \$91.00/hour Lead Maintenance Worker \$96.98/hour

### **Operations Workers**

Operations Supervisor \$104.92/hour

Operations Officer \$92.71/hour Small UAS Operations (two Officers) \$211.22/hour

### J. Administration Fee

A charge of \$150 for each new lease processing action including but not limited to the following examples: a new lease sign up, change of hangar, sale of private hangar, refund of waitlist deposits if before notice of removal.

### IX. LEASE/LICENSE AGREEMENTS

### A. Types of Tenancy/Use

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

### Base Rent Leases - No Percentage

Base rents are established by Fair Market Value comparisons.

### 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.

### 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) 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.

### 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. <u>Terminal Areas - Building and Parking (Oxnard)</u>

- 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.

### 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, based on market rents, 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. <u>INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES</u>

See Exhibit "A" attached.

### **EXHIBIT "A"**

### INSURANCE REQUIREMENTS FOR AIRPORTS LESSES, LICENSES 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. <u>Aeronautical Service Providers</u>: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.
  - 1. <u>Commercial General Liability</u>: "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.
  - 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. <u>Hangar Keepers Liability</u>: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
  - 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. <u>Workers' Compensation (WC) coverage</u>, 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 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. <u>Commercial General Liability</u>: "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.
- Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$50,000,000.
- Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence.
- 4. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- 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. <u>Specialty Aviation Operations</u>: Includes air taxi/charter (Part 135), aircraft leasing, and any aircraft operating under a Special Airworthiness Certificate.
  - 1. <u>Commercial General Liability</u>: "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. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.
  - 3. <u>Hangar Keepers Liability</u>: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.

- Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
- 5. <u>Workers' Compensation (WC) coverage</u>, 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. <u>Flying Clubs</u>: (As defined in the Minimum Aeronautical Standards)
  - 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. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.
  - Owned and Non-Owned Auto Liability: (if applicable) Limits of \$500,000 for each occurrence.
  - 4. <u>Hangar Keepers Liability</u>: (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. <u>Commercial General Liability</u>: "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.
- Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
- 3. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- 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.
- If Lessee is self-insured for any or all of the required insurance coverages, 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 Lessees 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 Lessees 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. <u>LESSEES AND LICENSEES</u> (Includes all based aircraft, as well as ultra-lights, occupying tiedowns, County and/or private hangars)

- A. <u>Aircraft Liability</u>: 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:
  - 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. <u>Commercial Activities Permit Aircraft:</u>
  - 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.
- 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.
- Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
- 4. <u>Workers' Compensation (WC) coverage</u>, 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. <u>Commercial Activities Permit – Aircraft Mobile Mechanics:</u>

- 1. <u>Commercial General Liability</u>: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
- Products Liability and Completed Operations Coverage: Combined single limit liability coverage \$500,000 each occurrence.
- 3. <u>Hangar Keepers Legal Liability, ground coverage, including taxi</u> coverage: \$100,000 each aircraft, \$100,000 each occurrence.
- 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. <u>Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective</u>: 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. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$2,000,000 to \$5,000,000 for each occurrence, depending upon the type of activity proposed.
  - Indemnification and Hold Harmless Clause All activities: C. Each permit/license/lease shall contain a clause requiring 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. <u>Workers' Compensation (WC) coverage</u>, 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.

### Commercial Photography:

- a. <u>Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective</u>: 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. <u>Commercial Auto Policy</u>: 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 requiring 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 to \$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. <u>Commercial Auto Policy</u>: 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 requiring 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 lawsuits anv and claims. whether 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 subsidized in whole or part by Permittee/Licensee/Lessee/Tenant.
- d. <u>Workers' Compensation (WC) coverage</u>, 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. <u>Permitted Aeronautical Events</u>: (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 to \$5,000,000 each occurrence.
  - b. <u>Commercial Auto Policy</u>: 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 requiring 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, directly arising or indirectly 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. <u>Workers' Compensation (WC) coverage</u>, 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 <u>Airport Contractors</u>:

- 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. <u>Commercial Auto Policy</u>: 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. <u>Workers' Compensation (WC) coverage</u>, 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:

BRAND NAME/TYPE	SQUARE FOOTAGE
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 or hangars which have been altered, will pay rents calculated at the rate listed in Section I, D. and will be rounded up 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 or his/her designee 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. <u>LEASE OR SUBLEASE</u>: A conveyance of real property rights for occupancy or use of land, improvements, or a combination thereof. Under this authority, the Term shall not exceed five (5) years including options to extend, except that the Director of Airports may execute a form ground lease for a privately owned aircraft storage hangar with a term that exceeds five years, if the form ground lease has been previously approved by the Board of Supervisors.

Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.

- 2. <u>LICENSE</u>. 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. <u>PERMIT.</u> 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. <u>SPECIAL USE/ACTIVITY PERMIT</u>. 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. <u>OPERATIONAL AGREEMENTS</u>. Mutually agreed upon procedures pertaining to operational matters established between the Department of Airports and other governmental agencies.
- 6. <u>EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE</u>.
  - a) An <u>Extension</u> is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
  - b) An <u>Amendment</u> 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 <u>Consent</u> 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 or his/her designee 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

or his/her designee expresses intent to terminate a Board-approved Agreement 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 or his/her designee under authority delegated by this resolution may be terminated by the Director of Airports or his/her designee.

B. <u>SECURITY DEPOSIT</u>. 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:

<u>License and GA Hangar Agreement</u> - The deposit shall be equal to one (1) month's rental rate.

<u>Commercial Lease Agreement</u> - 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. <u>NEGOTIATIONS</u>, <u>PREPARATIONS</u>, <u>AND LEGAL APPROVAL</u>. 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 or County Counsel's office. 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. <u>TERMINATION DUE TO "REPEATED" VIOLATIONS</u>. 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. <u>BACKGROUND DETERMINATION AND GUIDELINES</u>. 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.
- 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. <u>CONTROVERSIAL OR POLICY SETTING AGREEMENTS</u>. 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. <u>AUTHORIZATION TO ESTABLISH FEES</u>

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, 2022.

### **COUNTY OF VENTURA**

Date	By Chair, Board of Supervisors
ATTEST: SEVET JOHNSON, 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, 202<u>2</u>4** 

**EXHIBIT 2** 

### DEPARTMENT OF AIRPORTS RENT AND FEE SCHEDULE INDEX

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Exhibit A - Rent Fee Schedule

**RENT FEE SCHEDULE** 

**Department of Airports** Fiscal Year 2022-2023

## FY 2022-23

8.00 10.00 25.00 150.00 Equal to Landing Fee 50.00 Rent or Fee Commercial / FBO / Overflow Use - Fee Per Day or Portion 12,500 - 40,000 lbs Administration Fee - Applies to each new lease processing action by Department Commercial / FBO / Overflow Use -Fee Per Day or Portion- under 12,500 lbs Transient Tie-downs - Per Overnight (Not on Corporate Ramp) Transient Ramp Area - Day Use (24 hrs or any portion) CHARGE Summary of Rent & Fees Large Aircraft over 12,500 LBS Single Engine **Multi Engine** 

100.00 112.00 153.00 \$25.00 / Equal to Landing Fee No charge 10x Landing Fee Commercial / FBO / Overflow Use - Fee Per Day or Portion - over 40,000 lbs Commercial / FBO / Overflow Use - Fee Per Day or Portion - Helicopters Ground Rent - With Private Hangars - Per SF, Per Month Large Aircraft over 12,500 LBS (See also Exhibit B) Leased Tiedowns - Per Space, Month to Month Basis Government/Contract Fire Fighting Aircraft County Owned Hangar Rent - Per SF, Per Month Private Aircraft - Not affilliated with FBO

50.00

0.150

0.400

0.540

9.000

## **AIRCRAFT OPERATIONS**

Electric Service - Per Month (if applicable)

Constructed Prior to 2019 Constructed After 2019

## Landing Fees

Air Carriers - Fee per 1,000 LBS MTOW (Rounded to nearest thousand pounds) Air Carriers - Minimum Fee / Fee per 1,000 LBS MTOW

Lighter-than-air Aircraft Daily Use Fee

Small Aircraft under 12,500 LBS (Non-Commercial)

## Fuel Flowage/Storage

Facility Fee - For Use of County Fuel Farm Fuel Flowage per delivered gallon

Oil Flowage

Fuel Tank Rental - For Storage of Fuel in County Fuel Farm

15.49	1.44	113.00	No charge	0.06	0.02	0.15	0.046	
\$	\$	\$		<b>\$</b>	<b>ઝ</b>	÷	\$	

Pull-through

Standard

Exhibit A - Rent Fee Schedule

Summary of Rent & Fees

**Department of Airports RENT FEE SCHEDULE** 

Fiscal Year 2022-2023

FY 2022-23

**Rent or Fee** 

## **IRGE**

*TOURINGTY TIRESTANTANTANTANTANTANTANTANTANTANTANTANTANT
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AIRPORT BUILDINGS/IMPROVEMENTS (County-Owned)

Rent (Non-Aviation) - Per SF, Per Month

Rent (Aviation) - Per SF, Per Month

Hangar

Shop

Office

Ramp

Term of Lease (Non-Aviation) - Improvements Per Acre, Per Year

Term of Lease (Aviation) - Improvements Per Acre, Per Year

Full Service ASP

Lmited Service ASP

Single Service ASP

## AIRPORT LAND/GROUND AREAS

Ground Rent (Aviation & Non-Aviation) - Per SF, Per Year

Ground Leases (Non-Aviation)

Ground Leases (Aviation)

Percentage Rent

Term of Lease (Aviation and Non-Aviation) - Improvements Per Acre, Per Year Month to Month Ground Lease

0.40	0.40	0.50	0.0886	20,000.00	20,000.00	20,000.00	20,000.00
\$	\$	\$	\$	\$	\$	\$	\$

**Established by Appraisal** 

1.50	0.975	As negotiated	20,000.00	Minimum Rent	
<b>ب</b>	\$		❖		

Summary of Rent & Fees

### **Department of Airports RENT FEE SCHEDULE**

Fiscal Year 2022-2023

## FY 2022-23

**Rent or Fee** 

## **AUTO PARKING**

CHARGE

## **Oxnard Terminal Pay Lot**

0-4 HRS

4-6 HRS

6-12 HRS

12-24 HRS

Each Additional Day

Monthly

100.00

20.00 25.00 5.00

Free 4.00 5.00 8.00 8.00

## **Permit Parking**

Rent-A-Cars - Per Month, Per Space

All Others - Per Month, Per Space

Permit Replacement Fee

## **AIRPORT PERMITS**

## **Commercial Activity Permits**

## Permit Fee - Aviation Commercial

Daily Permit

Additional Consecutive Days

Annual Permit - Mobile Mechanic, Independent Flight Instructor, Self-Fueler

## Permit Fee - Non-Aviation Commercial

Daily Permit

Additional Consecutive Days

Monthly

Annual

# Commercial Film/Photography Permits (on Non-Leased Property)

Feature/TV/Commercial/Movie Filming per day (1-20 Cast/Crew)

Feature/TV/Commercial/Movie Filming per day (21+ Cast/Crew)

Commercial Photography per day

Acvitity on Leasehold per day

199.00	35.00	1,879.00
↔	❖	ᡐ

436.00	100.00	871.00	2,438.00
\$	\$	\$	\$

1,100.00	3,000.00	800.00	262.00
<b>\$</b>	\$	\$	\$

## **RENT FEE SCHEDULE**

### **Department of Airports** Fiscal Year 2022-2023

## FY 2022-23

Summary of Rent & Fees	FY 2022-23	
CHARGE	Rent or Fee	_
Special Use Permit Fee - Non-Commercial, Individual, and/or Community/Club Activity		271 43
Daily Fee	\$ 436.00	_
Additional Consecutive Days	\$ 100.00	
Annual Fee	\$ 2,438.00	_
Use Permit for Promotion of Aviation/Non-profit Community Activity	Fee Waiver Required	
Special Uses Requiring Extra or Overtime Operations Personnel	Use Fee Plus Personnel Costs	
Aircraft Repair Work Areas (Wash Racks)		
Aircraft Owner Use (Non-Commercial) - Per Hour	\$ 6.00	
Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles		
Taxi/Shuttle Permit Fee - Annual	\$ 1,466.00	
Taxi/Shuttle Permit Fee - Monthly (Director of Airports Approval Required)	\$ 134.00	
Courtesy Vehicle Permit Fee - Annual	\$ 149.00	
Off-Airport Rental Cars (Separate License Required)	8.5% Attributable Gross	
Restaurant - Major Operation - Base Rent	As negotiated	
Restaurant - Major Operation - Percentage Rent	As negotiated	
Restaurant - Minor Operation - Base Rent	Minimum Base Rent	
Restaurant - Minor Operation - Percentage Rent	7% of Gross	
MISCELLANEOUS CHARGES		
Electronic Payment Convenience Fee (per transaction)	\$ 9.00	
Large Item Disposal Fee	\$100	
Document Processing Fee		
Documents executed by Director of Airports	\$ 50.00	
Documents executed by Board of Supervisors	\$ 250.00	
Transfer Fee for Long Term Lease - Private Hangar Sales	2%	
Document Copying Fee - Per Page	\$ 0.035	
Document Copying Fee - Staff Time (First 2 HRS No Charge)	Actual Hourly Rate or \$24/HR	
Bad Check Charge	\$ 25.00	
Security Gate Cards - New	\$ 20.00	
Security Gate Cards - Lost Card Replacement	\$ 16.00	
Parking Citations	\$ 50.00	

chedule
ent Fee So
Exhibit A - F

Summary of Rent & Fees

## RENT FEE SCHEDULE Department of Airports

# Fiscal Year 2022-2023 **FY 2022-23**

CHARGE	Rent or Fee	a
Large Conference Room Fee - Per Day	\$	185.00
Small Conference Room Fee - Per Day	\$	42.00
Late Fee (of Unpaid Balance)		10%
Airport Sweeper Service Fee - Per Hour or Portion of Hour	\$	118.00
Other Hourly Rates	ii.	
Private Development Review / Permitting/CEQA Lead Agency - Projects Administrator	\$	139.11
Private Development Review / Permitting/CEQA Lead Agency - Deputy Director	\$	194.37
Private Development Review / Permitting/CEQA Lead Agency - Director of Aviation	\$	249.53
Grant Billing - Federal Grants -Projects Administrator	\$	139.11
Grant Billing - Federal Grants - Senior Accounting Tech	\$	72.31
Maintenance Supervisor	❖	117.25
Maintenance Workers - Lead	❖	106.98
Maintenance Workers - Senior	❖	90.12
Operations Workers - Officer	❖	105.61
Small IIAS Operations (Two Officers)	\$	211.22

**Full Service Aeronautical Service Provider** 

LEASE/LICENSE AGREEEMENTS

As Negotiated

# Transient Ramp Area (also known as "Corporate Ramp")

Camarillo Transient Ramp

Oxnard Transient Ramp



Tie Down Areas Not Included

Transient Ramps (Approx. Extents)

### 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 156th 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 one (1) month's rent in effect at the time of initial license sign-up.

- A. <u>Transient Tie-downs</u> (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 \$11202/month
  - 2. Taxi in/out \$15339/month
- C. Large Aircraft (over 12,500 lb.)

Unless parked by a commercial operator, 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. The first 24-hour period is included in landing fee. Statements will e sent to the aircraft owner listed in FAA registry.

D. <u>Transient Ramp Area – Commercial Day-Use and Overflow Parking Fee.</u>
Commercial operators that park aircraft on a Transient Ramp Area that is owned and managed by the Department of Airports (also known as "Corporate Ramp") will be billed to the commercial operator according to the following schedule (piston

aircraft should be parked on a tiedown leased or licensed to the operator). Refer to the Rent and Fee Schedule Index for a depiction of the Transient Ramp Area.

- 1. Jets and Turboprops less than 12,500 pounds maximum gross take-off weight \$25/day or any portion thereof.
- 2. Jets and Turboprops between 12,500 40,000 pounds maximum gross takeoff weight \$50/day or any portion thereof.
- 3. Jets and Turboprops over 40,000 pounds maximum gross take-off weight \$100/day or any portion thereof.
- 4. Helicopters \$50/day or any portion thereof.

### 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

The rent for Privately owned hangars is based upon \$0.1<u>5</u>39 per square foot per month.

### NOTES:

- 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. <u>County Owned Hangars</u> (Examples of area - not all inclusive)

The rent for County owned hangars built/installed prior to 2019 is based upon \$0.40364 per square foot per month. The rent for County owned hangars built/installed in or after 2019 is based upon \$0.549 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 (<u>Daily Hangar Fee</u>) 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:

### Inventory installed prior to 2019:

### Inventory installed in or after 2019:

1. Port-A-Port (750,800,850,900 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.) Tee Hangars (1,300280 S.F.) 23. 4. NUNNO (1,100 S.F.) 34. Tee Hangars (1,5050 S.F.) 5. NUNNO (1,400 S.F.) Tee Hangars (2,770800 S.F.) <del>45</del>. 6. Port A-Port (1,500 S.F.) 67. Port-A-Port (2,000 S.F.)

### II. <u>AIRCRAFT OPERATIONS</u>

8. Box (2,200 S.F.)

### 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.

- 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

- 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.
- 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 Fair Market Value, including percentage rents, 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. \_tThe fair market rental rate for all airport owned buildings and improvements asshall 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. Rent increases, as often as annually, may be negotiated between the parties.

## B. Rent (Aviation)

Per Policy 3, tThe 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:

	Camarillo	O <u>xnard</u>
Hangar	\$0.40	\$0.40
Shop	\$0.40	\$0.40
Office	\$0.50	\$0.50
Ramp	\$0. <u>0886<del>0794</del></u>	\$0.0886794

## C. <u>Term of Lease (Minimum Qualifications) Non-Aviation</u>

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. <u>Full Service ASP</u>- 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. <u>Limited Service ASP</u>- 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. <u>Single Service ASP</u>- 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. <u>Leases up to Five Years Term may be executed by the Director of Airports, or his/her designee.</u>

# V. <u>AIRPORT LAND/GROUND AREAS</u>

- A Rent (Non-Aviation and Aviation)
  - 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: <u>Formula Minimum Rent</u>: 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 \$1.350 per square ft. per year based on 10% ROI using February 2022March 21, 2019 appraisal stating land value at \$153.050 per square foot.
- b) Aviation Land Rent Rate is \$0.9758750 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

<u>Percentage Rent</u>: Applicable Rate of all gross receipts from Tenants subject to percentage.

2. "Month to Month" Ground Leases: 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: <u>Formula Minimum Rent</u>: 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. <u>Ground Leases</u>: 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. <u>"Month to Month" Ground or Office Leases</u>: Renewable until terminated (no options to extend).
- Commercial leases in Airport Business Park. One (1) year or more.
- C. Leases up to Five Years Term may be executed by the Director of Airports

# or his/her designee

## VI. AUTO PARKING

# A. <u>Terminal Area Parking</u> (Oxnard Terminal Building)

0-4 hours free 4-6 hours \$4 6-12 hours \$5 12-24 hours \$108 Each additional 24 hours \$108/day

(Note: \$100.00 monthly rates available)

- B. <u>Permit Parking</u> (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. <u>Commercial Activity Permits</u>

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 (as allowed)
  - c) Annual Permit \$2,438 (as allowed)

- 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. Commercial Filming and Commercial Photography is defined as filmmaking or photography for compensation.

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) Commercial Filming and Commercial Photography 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
- 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. <u>Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity</u>

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. <u>Aircraft Repair Work Areas</u>

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. <u>Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles/Ridesharing Services</u>

Taxicabs, scheduled shuttles, ridesharing services (such as Uber, Lyft, and related

<u>services</u>), and courtesy vehicles may enter airport property without charge for the purpose of dropping off passengers. However, no taxicab, <u>ridesharing service</u>, 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. <u>Permits are valid for both airports</u>.

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 to 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.

# VIII. MISCELLANEOUS CHARGES

# A. <u>Document Processing Fee/Document Review Fee by County Counsel</u>

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.) Document review fee for documents not on County standard forms shall require a one-time up-front fee of \$250.00 to reimburse DOA for County Counsel fees for legal review.

- 1. Documents executed by Director of Airports \$50.
- 2. Documents executed by Board of Supervisors \$250.
- Document review fee by County Counsel \$250.

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

2% of sales price, based on appraisal and/or purchase agreement. Term ground leases for privately owned aircraft storage hangars that were previously month-to-month leases, signed on or between July 1, 20224, and June 30, 20232, are exempt from this fee.

## C. <u>Document Copying Fee</u>

A fee of \$0.035 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. <u>Bad Check Charge</u>

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

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

#### GH. Late Fee

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

## HI. Airport Sweeper Service Fee

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

#### Ud. Other Hourly Rates

Project Permitting and Plan Reviews; Dept. of Airports as CEQA Lead Agency

Projects Administrator \$135139.11/hour Deputy Director \$150194.37/hour Director of Airports \$175249.53/hour

Grant Billing – Federal Grants

Projects Administrator \$135139.11/hour Senior Accounting Tech \$76.2672.31/hour

#### Maintenance Workers

Maintenance Supervisor \$117.25/hour Senior Maintenance Worker \$90.1291.00/hour Lead Maintenance Worker \$10696.98/hour

### **Operations Workers**

Operations Supervisor \$104.92/hour
Operations Officer \$105.6192.71/hour
Small UAS Operations (two Officers) \$211.22/hour

#### JK. Administration Fee

A charge of \$150 for each new lease processing action including but not limited to the following examples: a new lease sign up, change of hangar, sale of private hangar, refund of waitlist deposits if before notice of removal.

## IX. LEASE/LICENSE AGREEMENTS

# Types of Tenancy/Use

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

NOTE: Refer to Minimum Aeronautical Standards for commercial leases.

B. <u>Improved Areas - Hangar, Office, Shop, Tie-downs, etc.</u>

# Base Rent Leases - No Percentage

Base rents are established by Fair Market Value comparisons.

## 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.

### 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. <u>Terminal Areas - Building and Parking (Oxnard)</u>

- 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

- Major operation Base and/or percentage rent as prescribed in lease contract, based on market rents, 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. <u>INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES</u>

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. <u>Aeronautical Service Providers</u>: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.
  - 1. <u>Commercial General Liability</u>: "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.
  - 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. <u>Hangar Keepers Liability</u>: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
  - 4. <u>Commercial Auto Policy</u>: 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. <u>Workers' Compensation (WC) coverage</u>, 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 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. <u>Commercial General Liability</u>: "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. <u>Aircraft and Airport Operations, including passengers, products and completed operations</u>: Combined single limit for bodily injury and property damage of \$50,000,000.
- Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence.
- 4. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.
- 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. <u>Specialty Aviation Operations</u>: Includes air taxi/charter (Part 135), aircraft leasing, and any aircraft operating under a Special Airworthiness Certificate.
  - 1. <u>Commercial General Liability</u>: "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.
  - 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. <u>Hangar Keepers Liability</u>: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.

- 4. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
- 5. <u>Workers' Compensation (WC) coverage</u>, 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. <u>Flying Clubs</u>: (As defined in the Minimum Aeronautical Standards)
  - 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.
  - 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.
  - Owned and Non-Owned Auto Liability: (if applicable) Limits of \$500,000 for each occurrence.
  - 4. <u>Hangar Keepers Liability</u>: (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. <u>Commercial General Liability</u>: "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.
- Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
- 3. <u>Workers' Compensation (WC) coverage</u>, 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.
- 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 Lessees 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 Lessees 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. <u>LESSEES AND LICENSEES</u> (Includes all based aircraft, as well as ultra-lights, occupying tiedowns, County and/or private hangars)

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

- 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. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.
- 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. <u>Commercial Activities Permit – Aircraft Mobile Mechanics</u>:

- 1. <u>Commercial General Liability</u>: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.
- 2. <u>Products Liability and Completed Operations Coverage</u>: Combined single limit liability coverage \$500,000 each occurrence.
- 3. <u>Hangar Keepers Legal Liability, ground coverage, including taxi</u> coverage: \$100,000 each aircraft, \$100,000 each occurrence.
- Owned and Non-owned Auto Liability: Limits of \$500,000 for each occurrence.
- 5. <u>Workers' Compensation (WC) coverage</u>, 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:

- Movie and Commercial Filming:
  - a. <u>Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective</u>: 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. <u>Commercial Auto Policy</u>: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$2,000,000 to \$5,000,000 for each occurrence, depending upon the type of activity proposed.
  - Indemnification and Hold Harmless Clause All activities: C. Each permit/license/lease shall contain a clause requiring 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. <u>Workers' Compensation (WC) coverage</u>, 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.

# Commercial Photography:

- a. <u>Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective</u>: 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. <u>Commercial Auto Policy</u>: 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.
- Indemnification and Hold Harmless Clause All activities: C. Each permit/license/lease shall contain a clause requiring 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. <u>Permitted Public Events/Non-Air Shows:</u>

- 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 to \$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- <u>Commercial Auto Policy</u>: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$500,000 for each occurrence.
- Indemnification and Hold Harmless Clause All activities: Each C. permit/license/lease shall contain a clause requiring 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 and all claims. lawsuits whether 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 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. <u>Permitted Aeronautical Events</u>: (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 to \$5,000,000 each occurrence.
  - b. <u>Commercial Auto Policy</u>: 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 requiring 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, officers, employees, agents and volunteers departments. (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 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:

- 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. <u>Commercial Auto Policy</u>: 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. <u>Workers' Compensation (WC) coverage</u>, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- 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:

BRAND NAME/TYPE	SQUARE FOOTAGE
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 <u>or hangars which have been altered</u>, will pay rents calculated at the rate listed in Section I, D. and will be rounded <u>up to next increment of 10 sq. ft.</u>

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 or his/her designee 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. <u>DEFINITIONS</u>.

1. <u>LEASE OR SUBLEASE</u>: A conveyance of real property rights for occupancy or use of land, improvements, or a combination thereof. Under this authority, the Term shall not exceed five (5) years including options to extend, except that the Director of Airports may execute a form ground lease for a privately owned aircraft storage hangar with a term that exceeds five years, if the form ground lease has been previously approved by the Board of Supervisors.

Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.

- 2. <u>LICENSE</u>. 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. <u>PERMIT</u>. 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. <u>SPECIAL USE/ACTIVITY PERMIT</u>. 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. <u>OPERATIONAL AGREEMENTS</u>. Mutually agreed upon procedures pertaining to operational matters established between the Department of Airports and other governmental agencies.
- 6. <u>EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE.</u>
  - An <u>Extension</u> is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
  - b) An <u>Amendment</u> 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 <u>Consent</u> 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 or his/her designee 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

or his/her designee expresses intent to terminate a Board-approved Agreement 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 or his/her designee under authority delegated by this resolution may be terminated by the Director of Airports or his/her designee.

B. <u>SECURITY DEPOSIT</u>. 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:

<u>License and GA Hangar Agreement</u> - The deposit shall be equal to one (1) month's rental rate.

<u>Commercial Lease Agreement</u> - 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. <u>NEGOTIATIONS</u>, <u>PREPARATIONS</u>, <u>AND LEGAL APPROVAL</u>. 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 or County Counsel's office. 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. <u>TERMINATION DUE TO "REPEATED" VIOLATIONS</u>. 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. <u>BACKGROUND DETERMINATION AND GUIDELINES</u>. 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. <u>CONTROVERSIAL OR POLICY SETTING AGREEMENTS</u>. 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. <u>AUTHORIZATION TO ESTABLISH FEES</u>

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, 20221.

#### **COUNTY OF VENTURA**

Date	By Chair, Board of Supervisors
ATTEST: <u>SEVET JOHNSON</u> MIC Clerk of the Board of Supervisors County of Ventura, State of Californ	
By Deputy Clerk of the Board	

# **MONTHLY ACTIVITY REPORT**

Month ending March 31, 2022

# **Hangars and Tie-downs:**

Camarillo			Oxnard				
M	Inventory	Occupied	Available		Inventory	Occupied	Available
Hangars				Hangars			
Private	170	170	0	Private	79	79	0
County	160	160	0	County	66	64	2
Out of Service	16	0	0	Out of Service	6	0	0
Total	346	330	0	Total	151	143	2
Tie-downs			Tie-downs				
County	96	45	51	County	7	1	6
Western Cardinal	25	18	7	Goldenwest Jet Center	15	11	4
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2
Visitor	35			Visitor	11		
Total	191	93	63	Total	41	18	23

# **Airport Operations:**

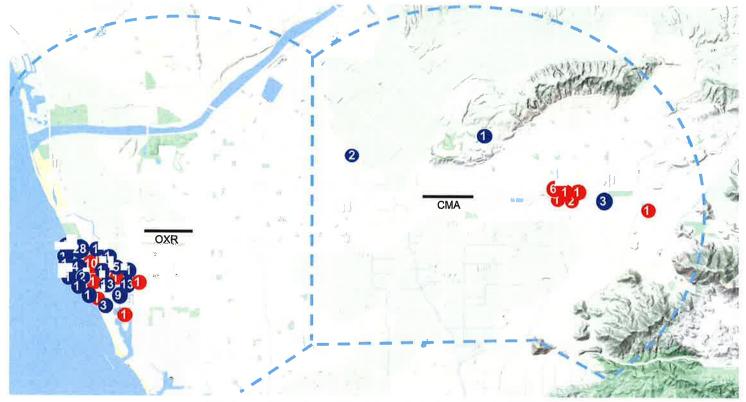
# **Aircraft Incidents:**

	Camarillo	Oxnard		Camarillo	Oxnard	1
Current year for the month	18,234	9,496	Current Month	6	1	
Last year for the month	14,402	8,575	Current year to date	15	2	ĺ
% Change	27%	11%	CMA #10, 11 & 12 Flat Ti	res		•
Current year to date	47,361	24,032	CMA #14 ATP Brakes locl	ked up on RV	NY during 1	Г.О.
Last year to date	44,060	21,884	CMA #15 Challenger Jet I	Fuel Leak		
% Change	7%	10%	CMA #16 CFI Diamond St	ar Landing g	ear Alert 2	
			OXR # 14 Aircraft lost po	wer on depa	rture	

## Other:

	Camarillo	Oxnard
Airside Citations Issued	1	0
Landside Citations issued	0	1
Cards issued to transient overnight aircraft	21	4
Noise/nuisance complaints	17	127
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	20	0

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



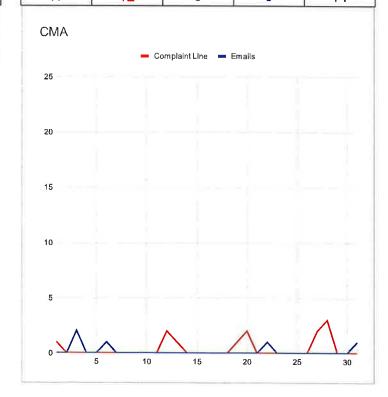
Ventura County Noise Complaints - March 2022

		OXR		
Total Contacts Logged	Recieved from Complaint Line	Emailed Complaints	Batch Email Complaints	Total Deviations from VNAP**
127	17	110	0	126

OXR	
25	■ Complaint Line ■ Emails
20	
15	
10	
5	
5	10 15 20 25 30

Total Deviations Recieved Total from Emailed Batch Email Contacts from VNAP\*\* Complaint Complaints Complaints Logged Line 17 12 5 0 14

**CMA** 



<sup>\*\*</sup> Voluntary Noise Abatement Procedures



# **MARCH 2022**

#### CAMARILLO AIRPORT – AIRPORT MASTER PLAN UPDATE

Note: Per direction from airport staff, the Consultant has been advised to pause the master plan as of May 25, 2021. Certain elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process.

#### Status Update:

- The AGIS survey is ongoing and includes tasks associated with project management, FAA AGIS coordination, field-survey coordination, and mapping/obstruction surveys.
- The preparation of biological and cultural resource evaluations continues. The Subconsultant associated with the environmental surveys is currently on hold pending further direction related to the study process.
- The Consultant has provided a draft scope and cost proposal for an ALP Update/Narrative Report to airport staff for review.

#### **Upcoming Action Items:**

• Airport staff is currently working with the FAA to determine a path moving forward to initiate an ALP Update/Narrative Plan approach to the study process.

Project Percent Complete: The project is 41.8 percent complete through March 2022.

# CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY Status Update:

- Airport staff and the Consultant team have prepared an airfield development concept to be used for the airfield drainage study.
- A Subconsultant is moving forward with drainage evaluations for further input into the study.
   Infiltration testing is being coordinated between a Subconsultant and airport staff for the month of April.

#### **Upcoming Action Items:**

- Coordination as needed with airport staff and the FAA to determine course of action in relationship to future environmental documentation needed for the runway reconstruction process.
- Recommended airfield drainage enhancements pending the drainage study.

Project Percent Complete: The project is 44.0 percent complete through March 2022.

# OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT Status Update:

• The FAA conditionally approved the ALP Drawing Set in a letter dated February 14, 2022.

• Electronic copies of the signed/approved ALP Drawing Set have been distributed to the FAA and airport staff.

#### **Upcoming Action Items:**

• Final documents (Narrative Report and ALP Drawing Set) will be prepared upon coordination with airport staff.

**Project Percent Complete:** The project is at 100 percent per Invoice #18MP01-24 dated July 6, 2021, for airport staff to coordinate with the FAA to close out the AIP grant. It is understood that the Narrative Report and ALP Drawing Set will be finalized per direction from airport staff.

# **ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 22-01)**

#### **Status Update:**

- The Consultant continues to coordinate with airport staff regarding a CatEx being prepared for hangar development (Row "I") at Camarillo Airport.
- The Consultant prepared a CatEx Update/Revalidation Letter for the relocation of an FAA-maintained power line that serves airfield equipment. This was done under the CatEx previously prepared for the runway and connector taxiways pavement reconstruction project.
- The Consultant has prepared a draft pilot guide for Oxnard Airport further coordination with airport staff.
- The Consultant is in the process of preparing a draft pilot guide for Camarillo Airport to coordinate with airport staff in the April timeframe.
- The Consultant is in discussions with airport staff to prepare a land use analysis on approximately 11
  acres of land at Oxnard Airport east of the runway system. More information will be forthcoming on
  this analysis.

#### **Upcoming Action Items:**

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

**Project Percent Complete:** 9.7% of the not-to-exceed amount of \$100,000 has been completed through March 2022.



Prepared by Mead & Hunt, Inc Revision Date 2022-04-25



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3168900- 132415.05 AEA 18-06 AIP - 036	CAMARILLO	CONSTRUCTION SERVICES  NORTHEAST HANGAR DEVELOPMENT, PHASE 1  Construction of the Phase 1 project, which includes 3 rows of hangars and surrounding pavement/drainage and the extension of water, sewer, and electrical services.	<ul> <li>a) Construction commenced on 12-5-19.</li> <li>b) Contract work complete.</li> <li>c) Contract Amendment No. 2 processed on 10-5-21.</li> <li>d) Mead &amp; Hunt submitted final pay application in December 2021.</li> </ul>	100%	a) County processing final Mead & Hunt invoice.
3168900- 190121.02 AEA 20-03 AIP - 037	CAMARILLO	CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION Surface treatment and remarking of Taxiway H.	<ul> <li>a) Construction was completed after application of second coat of pavernent markings performed February 24, 25 and 26,</li> <li>b) As-Built version of the plans has been prepared.</li> <li>c) Balancing change order and final pay estimates submitted to County.</li> <li>c) The Final Closeout Report (FCR) is 99% complete, to be submitted to County by the end of April.</li> </ul>	%66	a) Project closeout expected in May 2022.
22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	<u>DESIGN SERVICES</u> OXR AND CMA DBE UPDATES (2020-2021)  Develop DBE program and goals as well as prepare yearly reports.	<ul> <li>a) CMA &amp; OXR</li> <li>i) Programs and goals submitted and approved.</li> <li>ii) Programs and goals reporting.</li> <li>iii) Submitted 2020 year end reports (FAA accepted).</li> <li>iv) Submitted 2021 year end reports (FAA accepted).</li> </ul>	100%	a) County processing final Mead & Hunt invoice.
2206900- 220887.01 AEA 22-03 AIP - N/A	CMA & OXR	DESIGN SERVICES ON-CALL SERVICES (2021-2022) On-call services at the request of the County. Period is effective through June 30, 2022.	<ul> <li>a) Contract executed.</li> <li>b) Updated graphic (draft) prepared for hangar development area based on topographic survey.</li> <li>c) Mead &amp; Hunt assisting with CMA NE Hangar Project Certified Payroll audit.</li> </ul>	3%	<ul> <li>a) County review of draft hangar development graphic based on topographic survey.</li> </ul>



April 4, 2022

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

Re: Monthly Airport Project Status Update – March 2022

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of March 2022, by Jviation, for the Camarillo Airport:

### Conceptual Design for 2025 Runway/Taxiway Reconstruction (AIP Project No. 3-06-0339-039-2021)

- There is no update on this project from March 2022.
- Upcoming:
  - FAA approval of the project description.
  - FAA approval of the scope of work and fees from Jviation and Coffman Associates.
  - County executes the contract with Jviation for this project.

### Runway 8-26 and Taxiway A Pavement Improvements (Jviation Project No. CMA LOC 21-01)

- Throughout the month of March, the County and Jviation discussed this project during weekly coordination meetings on March 3, 17, and 31, 2022.
- Upcoming:
  - County will confirm how to proceed with the improvements on the Runway 8-26 centerline and Taxiway A.
  - County approval of the proposed scope of work and engineering fees from Jviation.
  - County executes the contract with Jviation for this project.

### Airport Pavement Management System (APMS) Update

- Throughout the month of March, the County and Jviation discussed this project during weekly coordination meetings on March 3, 17, and 31, 2022.
- On March 22, 2022, Jviation submitted a list of questions to the County to assist with the preparation of the scope of work.
- Upcoming:
  - County will provide responses to the list of questions Jviation submitted.
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - Jviation will prepare a scope of work and will submit it to the County for review.

### Airport Capital Improvement Plan (ACIP) Update

- On March 25, 2022, the County requested Jviation to revise the ACIP summary sheet to identify
  projects requesting Airport Improvement Program (AIP) and Bipartisan Infrastructure Law (BIL)
  funding. Jviation updated the ACIP summary sheet and provided to the County on March 30, 2022
  and the County submitted it to the FAA.
- Upcoming:
  - Jviation will wait for direction from the County on any future tasks.

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

Sincerely,

Jviation, a Woolpert Company

Matt Gilbreath, P.E.

Most hter

Project Manager

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports

Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mrs. Marisa Fluhr, Ms. Amanda

Gross - Jviation, a Woolpert Company

File





April 13, 2022

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

Re: Monthly Airport Project Status Update – March 2022

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of March 2022, by Jviation and our subconsultants for the Oxnard Airport:

### AIP Project No. 03-06-0179-038-2021 (Construction) - Runway 7-25 Reconstruction

- Throughout the month of March, the County and Jviation discussed this project during weekly coordination meetings on March 3, 17, and 31, 2022.
- Throughout the month of March, Jviation and the County coordinated with the Prime Contractor, Sully-Miller. This included coordination on construction closeout items, review of certified payrolls, and the closeout of the Storm Water Pollution Prevention Plan (SWPPP).
- Throughout the month of March, Jviation worked on the Construction Closeout Report.
- On March 1, 2022, Contractor Pay Application No. 5 was executed and distributed to all parties.
- On March 4, 2022, Jviation completed a site visit with airport operations staff to review the project area for items listed on the Part 139 certification compliance letter.
- On March 10, 2022, a presentation of this project was given at the Ventura County APWA monthly meeting.
- On March 21, 2022, Jviation provided the County with a response letter discussing our findings on the Part 139 certification compliance letter.
- On March 21, 2022, Jviation issued a letter to Sully-Miller documenting the outstanding items needed for project closeout as well as punch list and contractor warranty items.
- On March 24, 2022, Jviation coordinated with the County on Sully-Miller being on-site on March 28,
   2022 to stamp one of the runway end monuments.
- On April 5, 2022, the County, Jviation, and Sully-Miller met to discuss the outstanding items needed for project closeout, punch list items, and contractor warranty items.
- On April 12, 2022, Jviation and Sully-Miller met to discuss the outstanding items needed for project closeout, punch list items, and contractor warranty items.
- Upcoming:
  - Jviation will continue project coordination with the County, FAA, and Sully-Miller.
  - Jviation will meet with the County and Sully-Miller to coordinate on construction closeout items.
  - Sully-Miller will be on-site on April 14, 2022 to complete some of the punch list and contractor warranty items. Jviation will be on-site during these activities as well.

### AIP Project No. 03-06-0179-040-2022 (Design) - Connector Taxiways A-E Reconstruction

- Throughout the month of March, the County and Jviation discussed this project during weekly coordination meetings on March 3, 17, and 31, 2022.
- On March 1 and 3, 2022, Jviation and the County coordinated on the liquidated damages amount to be used on this project.
- On March 1, 2022, Jviation provided the County with an updated Federal grant application which
  included a revised project cost breakdown, Engineer's estimate, and AIP project schedule.
- On March 2, 2022, Jviation and the County coordinated on revisions to the project cost breakdown.
- On March 2, 2022, Jviation provided the County with an updated Federal grant application which included the revised project cost breakdown.
- On March 3 and 4, 2022, Jviation and the County coordinated on the reimbursable agreement provided by the FAA.
- On March 7, 2022, Jviation provided the County with the Notice Inviting Bids for review.
- On March 7, 2022, Jviation and the County coordinated on the FAA power line to be relocated and the reimbursable agreement.
- On March 9, 2022, Jviation, the County, and FAA had a meeting to discuss the FAA power line to be relocated and the reimbursable agreement. Jviation provided exhibits to the FAA for the two layouts to relocate the FAA power line on March 10, 2022.
- On March 10, 2022, the County informed Jviation that the FAA will not be able to procure the materials needed to relocate the FAA power line. This change delayed the project going out to bid on March 15, 2022 as planned.
- On March 14 and 15, 2022, Jviation and the FAA coordinated on the layout for the FAA power line relocation and the County was informed of these efforts.
- On March 16, 2022, Jviation and the County coordinated on the environmental approvals already provided by the FAA as they relate to the FAA power line relocation.
- On March 9, 2022, Jviation, the County, and FAA had a meeting to discuss the FAA power line to be relocated and the reimbursable agreement.
- On March 16 and 17, 2022, Jviation and the County coordinated on revisions to the project cost breakdown for the base bid being Taxiways B, C & D Reconstruction and the Relocation of the FAA Power Line with the Bid Alternate being Taxiways A & E Reconstruction.
- On March 17, 2022, Jviation and the FAA coordinated on the layout for the FAA power line relocation and the County was informed of these efforts.
- On March 18, 2022, Jviation and the County coordinated on a new bid schedule.
- On March 21, 20222, Jviation provided the FAA with drawings showing the FAA power line relocation.
   The FAA provided review comments on the drawings the same day and the drawings were updated.
- On March 23, 2022, Jviation provided the County with an updated Notice Inviting Bids which is for an Issued for Bid date of March 29, 2022.
- On March 28, 2022, Jviation provided the County with a bid summary sheet.
- On March 29, 2022, the Issued for Bid documents were available for download on the Jviation bid site.
- On March 30, 2022, the project was advertised in the Ventura County Star.
- On April 4, 2022, Jviation and the County practiced a run through of the pre-bid meeting.
- On April 5, 2022, Jviation and the County held a virtual pre-bid meeting.
- On April 6, 2022, Jviation issued Addendum No. 1 to all plan holders, and it included the pre-bid meeting agenda and the attendees list.



- On April 6, 2022, Jviation provided the County with the Issued for Bid document files.
- On April 8, 2022, the County provided escorts to the project site for interested contractors.
- On April 11, 2022, Jviation issued Addendum No. 2 to all plan holders, and it included the contractor questions received and responses to those questions.
- On April 13, 2022, the project was advertised in the Ventura County Star.
- Upcoming:
  - Final deadline for contractor questions is April 14, 2022. Jviation will prepare Addendum No. 3 to respond to questions received and will issue the addendum to all plan holders.
  - The bid opening will be held on April 26, 2022.

### Airport Pavement Management System (APMS) Update

- Throughout the month of March, the County and Jviation discussed this project during weekly coordination meetings on March 3, 17, and 31, 2022.
- On March 22, 2022, Jviation submitted a list of questions to the County to assist with the preparation of the scope of work.
- Upcoming:
  - County will provide responses to the list of questions Jviation submitted.
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - Jviation will prepare a scope of work and will submit it to the County for review.

### Airport Capital Improvement Plan (ACIP) Update

- On March 25, 2022, the County requested Jviation to revise the ACIP summary sheet to identify projects requesting Airport Improvement Program (AIP) and Bipartisan Infrastructure Law (BIL) funding. Jviation updated the ACIP summary sheet and provided to the County on March 30, 2022 and the County submitted it to the FAA.
- Upcoming:
  - Jviation will wait for direction from the County on any future tasks.

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

Sincerely,

Jviation, a Woolpert Company

Matt Gilbreath, P.E.

**Project Manager** 

Most hter

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mrs. Marisa Fluhr, Ms. Amanda
Gross – Jviation, a Woolpert Company

File



### AIRPORT TENANT PROJECT STATUS April 27, 2022

### CAMARILLO

- Airport Properties Limited (APL) Row I plans submitted to Airport for final review and approval before County Agency permits can be issued. FAA required NEPA review underway and revised Construction Safety Phasing Plan recently submitted for Airport approval.
- → CloudNine Development project construction initial grading complete. Additional permit requirements met and work on the building pads has resumed.

### **OXNARD**

→ None

### **OTHER**

→ None

# COUNTY OF VENTURA DEPARTMENT OF AIRPORTS NON GRANT PROJECTS

**April 2022** 

	Remarks	Jviation submitted SOW and cost proposal for design and bid process. Construction management proposal TBD after design identifies construction phasing/schedule.	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Soil sampling and report submitted to State Water Board. New order requires additional workplan and sampling/monitoring. Results of this round of sampling were submitted and the Water Board has identified additional sampling needed. Consultant provided amendment to Airport for approval. The amendment was approved by the BOS in March and the work is scheduled for the last week of April, requiring some overnight runway closures.
%	Compl Design / Const.	TBD	<u>100</u> 75
tes	Comp	TBD	3/29/21
Scheduled or Actual Dates	Const Start	TBD	A/A
Scheduled o	Contract Award	ТВО	1/19/21
	Bid Date	TBD	A N
	Design Engr. Contractor	Jviation	Moore
	CCO's Claims		\$226,018
Estimate	Low Bid	TBD	\$6,50 <u>0</u>
	Project Name Spec. Number	CMA RWY Centerline and TWY Alpha Repair	OXR PFAS Supplemental Plan/Sampling & Monitoring
	Sup. Dist.	သ	en

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

# COUNTY OF VENTURA DEPARTMENT OF AIRPORTS FAA GRANT PROJECTS

**April 2022** 

					Estim	ated Schedu	Estimated Schedule or Actual Dates	Dates	%	
Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Bid Date	Contract Award	Const Start	Comp	Compl Design / Const.	Remarks
ro	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$147,300		Coffman Assoc.	N/A	1/24/19	N/A	TBD	4	Draft forecasts for geometry study to be refreshed with the Airport Master Plan process. Drainage survey for RWY reconstruction underway to allow for 2025 planned construction.
ς,	TWY H Pavement Rehabilitation (Seal Coat)	\$273,576 \$213,351		Mead & Hunt, Maxwell Asphalt	6/25/19	8/15/19	4/20/20	<u> 18D</u>	99	Closeout paperwork underway.
2	CMA System Master Plan Update	\$741,094		Coffman Associates	N N	9/24/20	9/30/20	TBD	24	First public workshop date held May 13, 2021. Based on workshop feedback, the master plan has been paused to address main community concerns. Certain elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process. Coordination is on-going with the FAA to transition the Master Plan to an Airport Layout Plan (ALP) Update to allow for community concerns, like noise, to be addressed first, with a master plan

Project Reports-Monthly\Faa Proj. Report.doc

					Estim	ated Schedu	<b>Estimated Schedule or Actual Dates</b>	Dates	%	
Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Bid Date	Contract	Const	Comp	Compl Design / Const.	Remarks
										update to be revisited in a future year, should it be warranted.
m	OXR RWY & TWY Connector Transitions Reconstruction	\$12,832,636 \$12,274,001	\$124,906	Mead Hunt Sully-Miller Inc.	4/29/21	7/20/21	7/23/21	2/28/22	100 95	Final punchlist items scheduled to be completed week of 5/2/22.
m	OXR TWY Connector Reconstruction Design/Repackage	<u>\$335,960</u>		Jviation	<u> 18D</u>	12/17/21	<u> </u>	<u> </u>	100	FAA instructed the project be bid with a base bid and a bid alternate based on funding availability. The bid period began March 30, 2022 with bids due April 26, 2022

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

Project Reports-Monthly\Faa Proj. Report.doc

Department of Airports Fund: E300 Statement of Net Assets As of March 31, 2022 (Unaudited)

### **ASSETS**

Cash Cash - petty cash/change fund Receivables:	\$	15,265,500 500
Accounts receivable net of allowance for Uncollectable accounts of \$20,000		406,000
Interest receivable		24,700
Grants receivable		್ಷ
Capital assets:		
Easements		848,800
Land		9,362,500
Land improvements		48,676,400
Building & Improvements		18,399,500
Equipment		1,268,300
Vehicle		989,700
Construction in Progress		13,938,100
Accumulated depreciation		(49,727,900)
Deferred outflows related to pensions		869,000
Total assets	<u>\$</u>	60,321,100
LIABILITIES		
Accounts payable	\$	2,300
Accrued liabilities		87,900
Short-term compensated absences		146,300
Due to other funds - GSA, ITS, PWA		
Unearned revenue (prepayments)		223,400
Security deposit		788,500
Unreserved overpayments		188,700
Long-term compensated balances		74,200
Net pension liability		1,946,900
Deferred inflows related to pensions		48,900
Total liabilities		3,595,000
<u>NET ASSETS</u>		
Invested in capital assets net of related debt	\$	43,755,400
Unrestricted Net Assets		12,970,700
Total net assets		
(4, 1, 1, 1, 4, 5, 5, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6,		56,726,100
Total liabilities and net assets		56,726,100 <b>60,321,100</b>

Department of Airports Fund: E300 Statement of Cash Flows July 1, 2021 thru March 31, 2022 (Unaudited)

Operating	Activities:
-----------	-------------

Permits	\$ 21,966
Fines and penalties	12,832
Rents and concessions	1,914,759
Percentage lease rent	233,472
Tiedown rents	81,971
Hangar rents	817,759
Land rent - hangars	357,371
Transient tiedown rents	2,674
Landing fees	112,921
Parking fees	5,114
Gas & oil fuel flow percentage	250,105
% rent-all other gross rec	1,775,534
Insurance claims	5,633
Hazmat collections	25,000
Miscellaneous	43,954
Salaries & Benefits	(2,386,036)
Service & Supplies	(1,270,192)
Interest Received	30,787
Interest Paid	· <b>-</b> g
Prepay/Security Deposit	(30,839)
CUE tax assessment	 (3,526)

### **Cash Provided by Operating Activities**

\$ 2,001,259

### **Investing Activities:**

State and federal grant receipts	9,676,041
Fixed asset sales/(purchases)	(13,500)
Capital Expenditures	(11,960,464)

### **Cash Used in Investing Activities**

(2,297,923)

### **Financing Activities:**

Transfers out to other funds **	(46,260)
Principal Payment on Short & Long Term Debt	\$ :•>

### Cash Provided by Financing Activities (46,260)

Increase (Decrease) in Cash & Equivalents \$ (342,924)

Cash & Equivalents-Beginning of Year \$ 15,608,399

Cash & Equivalents-End of Period \$ 15,265,475

Airport Enterprise-Camarillo Oxnard Statement of Revenues and Expenses July 1, 2021 thru March 31, 2022 (Rounded to the nearest hundred) (Unaudited)

	С	amarillo	(	Oxnard	Total
Revenues:					
Permits	\$	18,900	\$	4,000	\$ 22,900
Fines and penalties		8,000		5,900	13,900
Rents and concessions		1,914,700		201,300	2,116,000
Percentage lease rent		94,600		117,000	211,600
Tiedown rents		93,300		3,900	97,200
Hangar rents		674,000		170,400	844,400
Land rent - hangars		308,300		55,400	363,700
Transient tiedown rents		2,600		100	2,700
Landing fees		80,600		11,600	92,200
Parking fees		:=:		5,100	5,100
Gas & oil fuel flow percentage		222,400		32,300	254,700
% rent-all other gross rec		1,472,700		303,700	1,776,400
Miscellaneous		38,800		5,200	44,000
Total operating revenues	\$	4,928,900	\$	915,900	\$ 5,844,800
Expenditures:					
Current:					
Salaries and wages	\$	1,021,300	\$	290,000	\$ 1,311,300
Benefits		693,100		262,500	955,600
Admin salaries allocated to Oxnard Airport		(189,800)		190,600	800
Agricultural		8		8,100	8,100
Uniforms and clothing		5,900		4,700	10,600
Communications		48,500		8,500	57,000
Household expense		11,700		41,400	53,100
Insurance		18,900		10,200	29,100
Indirect county costs		24,900	. 10	10,900	35,800
Maintenance-equipment		34,400		5,900	40,300
Maintenance-building and improvements		107,000		20,100	127,100
Memberships and dues	-	6,100		500	6,600
Miscellaneous expense		29,300		18,200	47,500
Office expense		24,700		2,900	27,600
Professional and specialized services		238,500		73,600	312,100
Rents and leases - equipment		36,100		1,200	37,300
Small tools and equipment		3,900		<u>2</u>	3,900
Transportation charges		68,800		78,400	147,200
Conference and seminars		6,600		1,900	8,500
Utilities		159,200		79,700	238,900
Education, books and training		12,600		1,800	14,400
Taxes and licenses		3,500		-	3,500
Bad debts				=	-

Airport Enterprise-Camarillo Oxnard Statement of Revenues and Expenses July 1, 2021 thru March 31, 2022 (Rounded to the nearest hundred) (Unaudited)

	(	Camarillo	Oxnard	Total
Depreciation		709,500	681,000	1,390,500
Total operating expenditures	_\$	3,074,700	\$ 1,792,100	\$ 4,866,800
	_			
Operating income (loss)		1,854,200	\$ (876,200)	\$ 978,000
Non-operating revenues (expenses):				
State and federal grants	\$	-	\$ -	\$ ( <del>=</del> )
CARES COVID-19 Grants		=	=	-
Contribution to Outside Agency		-	-	; <del>'</del> ₩(:
Gain/Loss Disposal Fixed Asset		=	2	<b>:</b>
Interest income		42,900	-	42,900
Insurance proceeds		3,800	1,900	5,700
Hazmat collections		25,000	-	25,000
Other Loan Interest Payment		~	*	=
Total non-operating revenues (expenses)	_	71,700	1,900	73,600
Income (loss) before transfers		1,925,900	(874,300)	1,051,600
Other financing sources (uses):				
Transfers in		-	=	
Transfers Out		-	≅	
Operating Gain/(Loss)	\$	1,925,900	\$ (874,300)	\$ 1,051,600
	7			
Operating Gain/(Loss) before Depreciation	\$	2,635,400	\$ (193,300)	\$ 2,442,100

Airport Enterprise-Camarillo Budget to Actual July 1, 2021 thru March 31, 2022 (Rounded to the nearest hundred) (Unaudited)

Revenues:	E	Adopted Budget as of Mar 2022	Вι	Adjusted udget as of Mar 2022	Ac	D Actuals & cruals thru Mar 2022	% Variance
Permits	\$	73,611	\$	73,611	\$	18,900	26%
Fines and penalties	*	7,332	Ψ	7,332	Ψ	8,000	109%
Rents and concessions		2,667,395		2,667,395		1,914,700	72%
Percentage lease rent		113,659		113,659		94,600	83%
Tiedown rents		160,680		160,680		93,300	58%
Hangar rents		587,841		587,841		674,000	115%
Land rent - hangars		414,864		414,864		308,300	74%
Transient tiedown rents		4,464		4,464		2,600	58%
Landing fees		84,148		84,148		80,600	96%
Parking fees		\$ 1,1 1 <b>3</b>		9 1,1 10		-	0%
Gas & oil fuel flow percentage		230,414		230,414		222,400	97%
% rent-all other gross rec		2,010,609		2,010,609		1,472,700	73%
Miscellaneous		16,958		16,958		38,800	229%
Total operating revenues	\$		\$	6,371,975	\$	4,928,900	77%
, , , , , , , , , , , , , , , , , , , ,		3,011,010		0,077,070	Ψ	4,520,500	1170
Expenditures:							
Current:							
Salaries and wages	\$	1,816,536	\$	1,816,536	\$	1,021,300	56%
Benefits	•	1,239,600	Ψ.	1,239,600	Ψ	693,100	56%
Admin Salary allocated to Oxnard Airport		(342,460)		(342,460)		(189,800)	55%
Agricultural		36,380		36,380		(100,000)	0%
Uniforms and clothing		15,040		15,040		5,900	39%
Communications		46,471		46,471		48,500	104%
Household expense		30,220		30,220		11,700	39%
Insurance		48,632		48,632		18,900	39%
Indirect county costs		49,736		49,736		24,900	0%
Maintenance-equipment		86,000		86,000		34,400	40%
Maintenance-building and improvements		481,410		217,886		107,000	49%
Medical		380		380		-	0%
Memberships and dues		8,999		8,999		6,100	68%
Miscellaneous		28,383		32,645		29,300	90%
Office expense		46,968		46,968		24,700	53%
Professional and specialized services		717,392		950,086		238,500	25%
Rents and leases - equipment		30,800		38,460		36,100	94%
Small tools and equipment		26,077		26,077		3,900	15%
Transportation charges		100,727		100,727		68,800	68%
Conference and seminars		54,650		54,650		6,600	12%
Utilities		226,700		226,700		159,200	70%
Education, books and training		17,310		17,310		12,600	73%
Taxes and licenses		6,355		6,355		3,500	55%
Bad debts		20,000		20,000		:=:	0%
Depreciation		928,772		928,772		709,500	76%
Total operating expenditures	\$	5,721,078	\$	5,702,170	\$	3,074,700	54%
							· · · · · · · · · · · · · · · · · · ·
Operating income (loss)	\$	650,897	\$	669,805	\$	1,854,200	277%

Airport Enterprise-Camarillo
Budget to Actual
July 1, 2021 thru March 31, 2022
(Rounded to the nearest hundred)
(Unaudited)

Non-operating revenues (expenses):	Вι	Adopted udget as of Mar 2022	В	Adjusted udget as of Mar 2022	Ac	D Actuals & cruals thru Mar 2022	% Variance
State and federal grants	\$		\$		\$		
Contribution to Outside Agency	Ψ	(5,000)		(F 000)	•	100	
Gain/Loss Disposal Fixed Asset		(5,000)		(5,000)			
Interest income		102 045		400.045		40.000	
Interest expense		123,945		123,945		42,900	35%
Hazmat collections		( <b>=</b> )				3,800	
		:=2		: <del>:</del>		25,000	
Other loan payments		299					
Total non-operating revenues (expenses)	-	118,945		118,945		71,700	60%
Income (loss) before transfers		769,842		788,750		1,925,900	244%
Other financing sources (uses):							
Transfers in		200		<u>_</u>		202	-20
Transfers Out		396		2		(46,260)	#)
Operating Gain/(Loss)	\$	769,842	\$	788,750	\$	1,879,640	238%
Operating Gain/(Loss) before Depreciation	\$	1,698,614	\$	1,717,522	\$	2,589,140	151%

Airport Enterprise-Oxnard Budget to Actual July 1, 2021 thru March 31, 2022 (Rounded to the nearest hundred) (Unaudited)

Revenues:	В	Adopted udget as of Mar 2022	В	Adjusted udget as of Mar 2022	Ac	D Actuals & cruals thru Mar 2022	% Variance
Permits	\$	2,988	\$	2 000	æ	4 000	40.40/
Fines and penalties	Ψ	5,088	Φ	2,988	\$	4,000	134%
Rents and concessions				5,088		5,900	116%
Percentage lease rent		289,927		289,927		201,300	69%
Tiedown rents		62,342		62,342		117,000	188%
		2,954		2,954		3,900	132%
Hangar rents		242,694		242,694		170,400	70%
Land rent - hangars		82,260		82,260		55,400	67%
Transient tiedown rents		242		242		100	41%
Landing fees		17,033		17,033		11,600	68%
Parking fees		16,308		16,308		5,100	31%
Gas & oil fuel flow percentage		43,640		43,640		32,300	74%
% rent-all other gross rec		394,379		394,379		303,700	77%
Miscellaneous		2,880		2,880		5,200	181%
Total operating revenues	_\$_	1,162,735	\$	1,162,735	\$	915,900	79%
Expenditures:							
Current:							
Salaries and wages	\$	458,770	\$	458,770	\$	290,000	63%
Benefits	Ψ	379,257	Ψ	379,257	Ψ	262,500	69%
Admin salaries allocated from Camarillo Airport		332,460		332,460		190,600	57%
Agricultural		3,080		3,080		8,100	
Uniforms and clothing		15,691		15,691		•	263%
Communications		10,385				4,700	30%
Household expense		46,452		10,385		8,500	82%
Insurance		9,393		46,452		41,400	89%
Indirect county costs				9,393		10,200	109%
Maintenance-equipment		21,778		21,778		10,900	0%
Maintenance-equipment  Maintenance-building and improvements		63,400		63,400		5,900	9%
Medical		110,952		113,821		20,100	18%
		650		650		3 <b>=</b> 8	0%
Memberships and dues		1,995		1,995		500	25%
Miscellaneous expense		26,492		47,587		18,200	38%
Office expense		7,012		7,012		2,900	41%
Professional and specialized services		125,025		135,742		73,600	54%
Rents and leases - equipment		7,200		7,200		1,200	17%
Small tools and equipment		5,068		5,068		-	0%
Transportation charges		46,607		46,607		78,400	168%
Conference and seminars		31,650		31,650		1,900	6%
Utilities		130,203		130,203		79,700	61%
Education, books and training		1,300		1,300		1,800	0%
Bad debts		15,000		15,000		=	0%
Depreciation		882,510		882,510		681,000	77%
Total operating expenditures	\$	2,732,330	\$	2,767,011	\$	1,792,100	65%
Operating income (loss)	\$	(1,569,595)	\$	(1,604,276)	\$	(876,200)	55%

Airport Enterprise-Oxnard
Budget to Actual
July 1, 2021 thru March 31, 2022
(Rounded to the nearest hundred)
(Unaudited)

Non-operating revenues (expenses):	В	Adopted udget as of Mar 2022	В	Adjusted udget as of Mar 2022	Ac	D Actuals & cruals thru Mar 2022	% Variance
	•		•		•		
State and federal grants	\$	388	\$	: <del>-</del> :	\$	285	
Contribution to Outside Agency		S#ES		? <del>+</del>		200	
Gain/Loss Disposal Fixed Asset		( <del>*</del> 2)		: <b>#</b> €		5(**)	
Insurance Proceeds		; <del>•</del> 3		196		1,878	
Other Loan Interest Payment		3 <del>*</del> 0}				3 🕶	
Total non-operating revenues (expenses)		9.58				1,878	
Income (loss) before transfers		(1,569,595)		(1,604,276)		(874,322)	54%
Other financing sources (uses):							
Transfers in		120				:=:	_
Transfers Out		370					
Operating Gain/(Loss)	\$	(1,569,595)	\$	(1,604,276)	\$	(874,322)	54%
Operating Gain/(Loss) before Depreciation	\$	(687,085)	\$	(721,766)	\$	(193,322)	-27%

# DEPARTMENT OF AIRPORTS 2022 MEETING SCHEDULES

### AAC/CAA/OAA

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

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 Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month (exceptions are noted above in green highlight) at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

April 14, 2022

Mr. Doug Tauber

RE: Public Records Request dated April 7, 2022

Dear Mr. Tauber:

Attached is the cost estimate for fulfilling the records request of your email communication to me dated April 7, 2022 which total \$54.00.

The Department of Airports will process this request upon payment, and the documents will be ready to be picked up within 14 days after such payment is received.

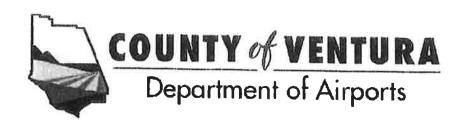
Sincerely,

Madeline Herrle Lease Manager

Madeline.HERRLE@ventura.org

805.388.4243

Enclosure



555 Airport Way, Suite B Camarillo, CA 93010 Phone: (805) 388-4372

Fax: (805) 388-4366 www.ventura.org/airports

### **ESTIMATE FOR PUBLIC RECORDS REQUEST**

Date:

April 14, 2022

To:

Doug Tauber

Request:

Airports annual budgets and end of fiscal year actual financials,

starting with FY 20000/2001 to FY 2019/2020

<u>Hours</u>	Items	Description	Unit Price	Total
3.0		Retrieve, copy reports	24.00	72.00
1.0		Admin time/ correspondence	24.00	24.00
0.0		Review by County Counsel of ite Subject to PRR	ms 24.00	0.00
	200	Estimated number of pages	.03	6.00
-2		First 2 hours, deducted per Ord I	No 4339	(48.00)
			_	

Total Due \$54.00

The above is only an estimate

The estimate also includes redaction of private information as needed.



A plane takes off from the county-owned Oxnard Airport. The Oxnard City Council approved a zone change in its first reading Tuesday for the development of 90 condominiums across the street from the airport.

ANTHONY PLASCENCIA/THE STAR

## moves forward

### BRIAN J. VARELA | Ventura County Star

A 90-unit condominium project planned to go up across from the Oxnard Airport moved closer to breaking ground.

The Oxnard City Council approved an ordinance in its first reading to change the zoning of the 7.61-acre site at two corners of Fifth Street and Portofino Place from business research park to multiple-family Tuesday in a 6-1 vote.

The project has been approved by the Planning Commission and Oxnard Airport Authority. If the ordinance is passed in a final reading by the council on May 3, the developer would have received its last seal of approval from the city.

Three members of the community spoke in support of the gated development, citing the need for additional housing in Oxnard. Eduardo Huerta, who has lived

in the area since the 1980s, said Tuesday the 90 rental units were a welcomed addition to the city.

"I think we should let (the developer) manage our housing projects for a bit and pick up our city," Huerta said.

The state recommends the city support the construction of 8,549 housing units by 2029. Of those units, 3,350 are to be designated "affordable."

Nine units will be set aside for affordable housing, city staff said in a report. Five of those units will be available to households with annual incomes at or below 50% of the area median income for Ventura County. The remaining four units will be reserved for households earning 80% or below the median income.

The area median income for a family of four is \$115,400 in Ventura County, according to the Area Housing Authority of the County of Ventura.

In the past, the project faced scrutiny from nearby residents. About 70 people signed a petition requesting the developer, Portofino Place, LLC, take additional measures to mitigate the traffic to the area.

## More from Oxnard: <u>Driver convicted of second-degree murder in 2018 hitand-run in downtown Oxnard</u>

John Carnesale, of Portofino Place, said Tuesday the company has incorporated the community's concerns in their plans.

The residents requested a traffic signal light at the intersection, but city staff said a light wasn't warranted in the area. Instead, the developer is adding radar speed signs to show drivers how fast they're going.

He also noted more traffic would have been allowed if the parcel had actually been developed as a business research park.

About 1.8 million vehicle miles are estimated to be traveled in the area annually under the proposed project, according to city documents. Commercial development would have brought about 5.2 million vehicle miles to the neighborhood annually.

Councilman Bert E. Perello, who voted against the zone change, said he was concerned about the project's proximity to the airport and the possibility of a plane crashing into one of the units.

MUST READS

Top Stories from the West



Arizona COVID-19 bills outlawing mask, vaccine mandates go to governor

Coachella 2022: Swedish House Mafia and The Weeknd close out fest on solid note

Coordinator for homeless community starts as encampment eviction looms in Kitsap

World-record attempt comes up short during final day of Oregon Relays

"I don't want to be somebody that goes to a house when a plane lands on it and have to go to a family and say, 'I'm sorry I supported this,'" Perello said.

The gated community will feature a recreation room, pool and playground and offer 244 visitor parking spots. It'll be governed by a homeowners association.

Brian J. Varela covers Oxnard, Port Hueneme and Camarillo. He can be reached at <u>brian.varela@vcstar.com</u> or 805-477-8014. You can also find him on Twitter @BrianVarela805.