



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

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

Thursday

March 11, 2021

7:00 P.M.

CITY OF CAMARILLO
COUNCIL CHAMBERS
601 CARMEN DRIVE
CAMARILLO, CA

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

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

1. You may join the meeting via **Zoom**. See last page for detailed instructions about participating in the meeting via Zoom.
2. You may observe the meeting via live broadcast on the Local Government Channels – **Spectrum Channel 10** and **Frontier Channel 29**, or via the **Department of Airports YouTube channel**
https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber
3. Public Comment Options
 - a. **Email** – You may submit your comment, limited to 250 words or less, via email by 5:00 p.m. on Thursday, March 11, 2021 to Airport Staff at AirportInfo@ventura.org. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 6.A.). When the Authorities reach your item of interest on the agenda, Airport Staff will read your comment during the time for public comments.
 - b. **Zoom** – You may provide verbal comments during the meeting. See last page for detailed instructions about participating in the meeting via Zoom.

AGENDA

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

CAMARILLO & OXNARD AIRPORT AUTHORITY

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

Recommendations:

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

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

- B. **Subject:** Proposed Change to Meeting Time of the Camarillo Airport Authority and Oxnard Airport Authority

Recommendation:

Staff requests that your Authorities discuss and approve a selection from the following meeting time options:

1. Start the meeting at 5:00 p.m.
2. Start the meeting at 5:30 p.m.
3. Start the meeting at 6:00 p.m.
4. Start the meeting at 6:30 p.m.
5. Keep the current time of 7:00 p.m.

7. DIRECTOR'S REPORT

8. REPORTS

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

9. CORRESPONDENCE

Email dated February 1, 2021 at 12:25 p.m. regarding proposed private hangar ground lease

Email dated February 1, 2021 at 1:27 p.m. regarding proposed private hangar ground lease

Email dated February 2, 2021 at 9:12 a.m. regarding proposed private hangar ground lease

Email dated February 2, 2021 at 9:16 a.m. regarding proposed private hangar ground lease

Email dated February 2, 2021 at 1:08 p.m. regarding proposed private hangar ground lease

Email dated February 3, 2021 at 1:09 p.m. regarding proposed private hangar ground lease

Email dated February 3, 2021 at 1:37 p.m. regarding proposed private hangar ground lease

Email dated February 8, 2021 at 3:24 p.m. regarding proposed private hangar ground lease

Email dated February 9, 2021 at 11:26 a.m. regarding proposed private hangar ground lease

Email dated February 9, 2021 at 3:22 p.m. regarding proposed private hangar ground lease

Email dated February 10, 2021 at 10:32 a.m. regarding proposed private hangar ground lease

Email dated February 10, 2021 at 12:25 p.m. regarding proposed private hangar ground lease

Email dated February 10, 2021 at 1:53 p.m. regarding proposed private hangar ground lease

Email dated February 10, 2021 at 5:44 p.m. regarding proposed private hangar ground lease

Email dated February 11, 2021 at 9:18 a.m. regarding proposed private hangar ground lease

Email dated February 11, 2021 at 11:01 a.m. regarding proposed private hangar ground lease

Email dated February 11, 2021 at 12:51 p.m. regarding proposed private hangar ground lease

Email dated February 11, 2021 at 2:55 p.m. regarding proposed private hangar ground lease

Email dated February 11, 2021 at 2:57 p.m. regarding proposed private hangar ground lease

Email dated February 16, 2021 at 9:42 a.m. regarding proposed private hangar ground lease

Email dated February 16, 2021 at 11:12 a.m. regarding proposed private hangar ground lease

Email dated February 16, 2021 at 11:32 a.m. regarding proposed private hangar ground lease

Email dated February 16, 2021 at 11:51 a.m. regarding proposed private hangar ground lease

Email dated February 16, 2021 at 4:05 p.m. regarding proposed private hangar ground lease

Email dated February 16, 2021 at 4:28 p.m. regarding proposed private hangar ground lease

Email dated February 22, 2021 at 9:00 a.m. regarding proposed private hangar ground lease

Email dated February 22, 2021 at 11:51 a.m. regarding proposed private hangar ground lease

Email dated February 24, 2021 at 2:42 p.m. regarding proposed private hangar ground lease

Email dated February 24, 2021 at 3:34 p.m. regarding proposed private hangar ground lease

Email dated February 24, 2021 at 4:06 p.m. regarding proposed private hangar ground lease

Email dated February 25, 2021 at 3:27 p.m. regarding proposed private hangar ground lease

Email dated February 25, 2021 at 3:32 p.m. regarding proposed private hangar ground lease

Email dated February 25, 2021 at 5:09 p.m. regarding proposed private hangar ground lease

Email dated February 26, 2021 at 11:45 a.m. regarding proposed private hangar ground lease

Email dated February 26, 2021 at 2:55 p.m. regarding proposed private hangar ground lease

Email dated February 27, 2021 at 9:00 a.m. regarding proposed private hangar ground lease

Email dated February 28, 2021 at 10:44 a.m. regarding proposed private hangar ground lease

Email dated February 28, 2021 at 8:00 p.m. regarding proposed private hangar ground lease

Email dated March 1, 2021 at 8:27 a.m. regarding proposed private hangar ground lease

Email dated March 1, 2021 at 4:27 p.m. regarding proposed private hangar ground lease

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

11. ADJOURNMENT

The next regular Authority meeting will be on Thursday, April 8, 2021 at 7:00 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, California.

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



Webinar Instructions

Public link to Zoom webinar:

<https://zoom.us/j/97053233110?pwd=djRnUTJONk1LV0FSQVhUdU45ZEN0QT09>

Webinar ID: 970 5323 3110

Passcode: 984003

Phone Numbers: 1-669-900-6833

1-253-215-8782

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

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

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

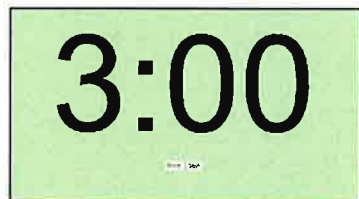
Telephone: If you do not have access to the internet, you can watch the live broadcast of the meeting on the City of Camarillo Local Government Channels – Spectrum Channel 10 and Frontier Channel 29, or via the Department of Airports YouTube channel. If you are interested in speaking to an item, you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

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

Speaking

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

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





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CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY

MINUTES

February 11, 2021

1. CALL to ORDER and PLEDGE of ALLEGIANCE

CAA Chair, Kelly Long, called the meeting to order at 7:00 p.m. and requested that Public Member, Bill Thomas, lead the pledge of allegiance.

2. ROLL CALL

CAA PRESENT

Kelly Long
Carmen Ramirez
Shawn Mulchay
Susan Santangelo
Bill Thomas
Michael Hodson (Alt)

CAA ABSENT

OAA PRESENT

Kelly Long
Carmen Ramirez
Bert Perello (L)
Vianey Lopez
Walter Calhoun
Eugene Fussell (Alt)

OAA ABSENT

Excused (E)

Late (L)

Alternate (Alt)

AIRPORT STAFF

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

3. APPROVAL OF MINUTES – January 14, 2021

Camarillo Airport Authority: Public Member Bill Thomas moved to approve the January meeting minutes and Supervisor Carmen Ramirez seconded the motion. Councilmember Susan Santangelo abstained. All others voted and the motion passed unanimously.

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Oxnard Airport Authority: Supervisor Kelly Long moved to approve the January meeting minutes and Supervisor Carmen Ramirez seconded the motion. Councilmember Vianey Lopez abstained. All others voted and the motion passed unanimously 3-0. Councilmember Bert Perello was absent for the vote.

4. PUBLIC COMMENT PERIOD

None.

5. UNFINISHED BUSINESS – NONE

6. NEW BUSINESS

CAMARILLO & OXNARD AIRPORT AUTHORITY

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

Recommendations:

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

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

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

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architectural and engineering consulting firms and three firms were invited to an interview. Jviation was unanimously selected by the interview committee. Ms. Powers introduced Travis Vallin who is a partner with Jviation. Mr. Vallin stated that he would serve as the project director and Matt Gilbreath would serve as the project manager. Mr. Vallin also stated that JD Ingram is a business partner of Jviation. Questions were posed by Authority members as to the selection process, interview process and qualifications of Jviation. Regarding the interview process, it was clarified that the interview panel was Director Kip Turner, Deputy Director Dave Nafie and Projects Administrator Erin Powers. It was also clarified that all individuals on the interview panel are Form 700 filers. A discussion took place about the Oxnard Airport runway reconstruction project and the fact that Mead & Hunt is transitioning project oversight to Jviation.

Camarillo Airport Authority: Public Member Bill Thomas moved to approve staff's recommendations and Vice Mayor Shawn Mulchay seconded the motion. All members voted in favor and the motion passed unanimously.

Oxnard Airport Authority: Supervisor Kelly Long moved to approve staff's recommendations and Councilmember Vianey Lopez seconded the motion. All members voted in favor and the motion passed unanimously.

7. DIRECTOR'S REPORT

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

Regarding the master plan study for both Camarillo and Oxnard airports, Director Turner shared that the first public workshop is scheduled on May 13, 2021. Publication materials for the workshop are being prepared and will go out to the public. Regarding the Oxnard Airport runway reconstruction project, Mr. Turner stated it is right at 100% design with bids going out in March. A final public workshop will take place after the department receives a grant from the Federal Aviation Administration which could be in the May timeframe.

Construction is anticipated to begin in June assuming the grant comes through. If the grant were to be delayed then the construction start date could be pushed back.

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

8. REPORTS

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

Staff responded to questions posed by Authority members. Reports were received and filed.

9. CORRESPONDENCE

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

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

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

Correspondence was received and filed.

10. AUTHORITY COMMENTS

Earlier in the meeting Councilmember Bert Perello requested that Airport staff forward a noise complaint letter he received from Steve Tannenhill to all members of the Oxnard Airport Authority. Mr. Perello will send the letter to Director Turner who will facilitate sending the letter to Authority members. There was also a request that the letter be included in the correspondence section of the March meeting packet.

Earlier in the meeting Supervisor Kelly Long requested that Airport staff agendaize an item to discuss the start time of the Airport Authorities meeting for March.

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Alternate Public Member Mike Hodson stated that moving the private hangar lease item forward might be more effective at an in-person meeting. Mr. Hodson encourages Airport staff to consider this as the lease process continues.

Councilmember Bert Perello inquired as to whether the Public Member of the Oxnard Airport Authority must reside in Oxnard. Airport staff responded that there is no residency requirement for the Public Member to reside in the City of Oxnard per the bylaws of the Oxnard Airport Authority.

Public Member Bill Thomas stated that it is unknown whether the Camarillo Air Show will go forward in August. He anticipates that a firm decision will be made in the first part of May.

Supervisor Kelly Long shared that she attended the private hangar lease virtual meeting this morning. Supervisor Long also shared that a lot of work has been done on the lease over the last several years. She encouraged Authority members to connect with Director Turner if they wanted an update or more information on this item.

Councilmember Bert Perello sends condolences to Supervisor Carmen Ramirez for the loss of her brother.

11. ADJOURNMENT

There being no further business, the February 11, 2021 Authority meeting was adjourned at 8:16 p.m.

KIP TURNER, C.M.
Administrative Secretary



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

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www.ventura.org/airports

March 1, 2021

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

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

Recommendations:

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

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

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

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

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

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

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

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

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

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

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

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

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

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

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



KIP TURNER, C.M.
Director of Airports

Attachments:

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

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PRIVATELY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

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

WITNESSETH:

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

EXHIBIT 1

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

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

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

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

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

26. Lessee is the owner of the following aircraft:

Plane # _____ Make: _____

Registered owner: _____

Address: _____

Phone #: _____ Business Phone: _____

Type of Pilot's License _____ Pilot's License #: _____

Hangar #: _____ Insurance Co. _____

Airport: _____ Policy No. _____

Phone # _____

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

LESSEE

COUNTY OF VENTURA
LESSOR

BY _____
County Agent

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PRIVATE HANGAR GROUND LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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are not considered a commercial activity under this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **SIGNS AND ADVERTISING** Lessee may not erect or display, or permit to be erected or displayed, on the Airport or the Premises, any sign or advertising matter of any kind (including, but not limited to, "For Sale" signs) without first obtaining the written consent of the Director. Such consent will not be unreasonably withheld but will be conditioned on compliance with the then-current County policy regarding signs at the Airport. Lessee must obtain all necessary applicable permits after securing the Director's written approval of signs or advertising matter. Signs and advertising matter that are not visible from outside the Hangar when the Hangar is closed are not subject to this section.
19. **INSURANCE** Lessee (including, but not limited to, its assigns, sublessees, and purchasers) must maintain and keep in force during the term of this Agreement, for the mutual benefit of County and Lessee, at Lessee's sole cost, the following types of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- ~~36-35~~ **STORMWATER POLLUTION** Lessee must undertake all reasonably necessary actions to minimize the exposure of stormwater to polluting materials generated, stored, handled, or otherwise used on the Premises.

- ~~37-36~~ **ASSIGNMENT** The interest conveyed by this Agreement may not be assigned or transferred in whole, except upon sale or transfer of the Hangar, as provided elsewhere in this Agreement. No assignment or transfer in whole may be made, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or transferee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale or transfer of the Hangar and to Aircraft and Hangar ownership. Any attempt to assign or transfer the interest conveyed by this Agreement without compliance with this section is void and will constitute a default.

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

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

~~39.~~ **DEFAULT OR BREACH** Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of its terms or conditions, the other party must give written notice to remedy the default or breach. If the default or breach is not remedied within 30 calendar days following such notice, the other party may, at its option, terminate this Agreement. Notwithstanding the foregoing, when Lessee has committed, threatened to commit, or attempted to commit, any of the following, the County need not provide the 30-calendar-day notice described in the previous sentence:

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

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

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

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

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

41.40. REQUIREMENTS UPON TERMINATION Upon termination of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE

COUNTY OF VENTURA

Signature

By: _____

Signature

Name

Name

County Agent

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PRIVATE HANGAR GROUND LEASE AGREEMENT

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

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

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

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

EXHIBIT 3

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

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

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

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

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

are not considered a commercial activity under this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **COUNTY ACCESS TO HANGAR** County and its authorized agents may have access to the Hangar, with reasonable notice provided for non-emergency access, for any lawful purpose, including, but not limited to, inspections, making necessary improvements, an annual inspection of Lessee's fire extinguisher, and to confirm compliance with the terms of this Agreement.
27. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES** Lessee agrees to abide by all applicable statutes, ordinances, orders, laws, rules, regulations,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

other than aircraft, owned or placed on the Premises by Lessee, along with all debris, surplus, and salvage material. If Lessee does not remove, or has not completed removal of, all personal property within seven days after the termination, title to any remaining personal property will vest in County as provided by law. County may thereafter remove or cause to be removed or destroyed, such personal property left on the Premises, and in such event, Lessee must pay County the reasonable and actual cost of any such removal, sale, or destruction in excess of any consideration received by County as a result of any such removal, sale, or destruction. This subsection will survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

at County's sole discretion.

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

LESSEE

COUNTY OF VENTURA

Signature

By: _____

Signature

Name

Name

County Agent



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B

Camarillo, CA 93010

Phone: (805) 388-4372

Fax: (805) 388-4366

www.ventura.org/airports

March 11, 2021

Camarillo Airport Authority
Oxnard Airport Authority
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Proposed Change to Meeting Time of the Camarillo Airport Authority and Oxnard Airport Authority

Recommendation:

Staff requests that your Authorities discuss and approve a selection from the following meeting time options:

1. Start the meeting at 5:00 p.m.
2. Start the meeting at 5:30 p.m.
3. Start the meeting at 6:00 p.m.
4. Start the meeting at 6:30 p.m.
5. Keep the current time of 7:00 p.m.

Discussion:

The Camarillo Airport Authority and Oxnard Airport Authority have convened its meeting on the second Thursday of the month at 7:00 p.m. since the early 1990's. The meeting location has changed several times since the 1990's however the time has remained at 7:00 p.m. The bylaws of both Authorities state that each Authority shall hold meetings once each month at a time and place selected by the Authority. Staff is bringing this item to your Authorities for consideration per a request made by Chair of the Camarillo Airport Authority, Kelly Long, during the February 2020 meeting.

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

KIP TURNER, C.M.
Director of Airports

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COUNTY of VENTURA

Department of Airports

MONTHLY ACTIVITY REPORT

Month ending January 31, 2021

Hangars and Tie-downs:

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

Airport/Tower Operations:

Aircraft Incidents:

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

Other:

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

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

8a

MONTHLY NOISE COMPLAINT SUMMARY CAMARILLO AIRPORT

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
1/10 2:51pm Clear, Calm	Noise	O	Helo	2100 Block Almanor Street, Oxnard, CA	1	2	*	N/R
1/10 3:31pm Clear, Calm	Noise	O	UNK	2100 Block Almanor Street, Oxnard, CA	1	2	*	N/R

* Unable to identify aircraft

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

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

**** Complaint not related to noise

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

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

85

January, 2021

MONTHLY NOISE COMPLAINT SUMMARY OXNARD AIRPORT

Date/Time & weather of complaint(s)	Type of complaint	Mode of flight	Type of aircraft	Location of complaint	Number of calls regarding this aircraft (this month)	Number of calls from this person (this month)	Pilot contacted	Complainant contacted
1/31 11:25am Clear, Calm	Noise	T&G	Flight School Cessnas	5500 Block West 5 th Street, Oxnard, CA	1	1	***	N/R

* Unable to identify aircraft

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

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

**** Complaint not related to noise

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

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

862

January, 2021



CAMARILLO AIRPORT – AIRPORT MASTER PLAN UPDATE

Status Update:

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

Upcoming Action Items:

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

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

CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update: No change from December 2020.

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

Upcoming Action Items:

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

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

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OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update: No change from December 2020.

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

Upcoming Action Items:

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

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

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

Status Update:

- N/A for January 2021.

Upcoming Action Items:

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

PROJECT STATUS REPORT
Ventura County, Department of Airports

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



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



8c3



A WOOLPERT COMPANY

February 15, 2021

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

Re: Monthly Airport Project Status Update – January 2021

Dear Mrs. Powers,

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

Airport Capital Improvement Plan (ACIP) Update

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

Miscellaneous

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

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Fax 303.524.3031

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804

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

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

Sincerely,
Jviation, Inc.



Matt Gilbreath, P.E.
Project Manager

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

February 15, 2021

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

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Dear Mrs. Powers,

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

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

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

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Fax 303.524.3031

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8c6

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

Miscellaneous

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

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

Sincerely,
Jviation, Inc.



Matt Gilbreath, P.E.
Project Manager

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

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

CAMARILLO

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

OXNARD

- ➔ None

OTHER

- ➔ None

8d

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

February 2021

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

See

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

CUE – Camarillo Utility Enterprise

8e2

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

February 2021

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

8e3

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

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

8e4

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

ASSETS

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

LIABILITIES

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

NET ASSETS

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

8f

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

Operating Activities:

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

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

Investing Activities:

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

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

Financing Activities:

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

Cash Provided by Financing Activities	-
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Increase (Decrease) in Cash & Equivalents	\$ (1,635,784)
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Cash & Equivalents-Beginning of Year	\$ 17,424,084
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Cash & Equivalents-End of Period	\$ 15,788,300
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891

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

	Camarillo	Oxnard	Total
Revenues:			
Permits	\$ 27,300	\$ 1,500	\$ 28,800
Fines and penalties	4,100	2,700	6,800
Rents and concessions	1,326,600	135,200	1,461,800
Percentage lease rent	22,900	60,400	83,300
Tiedown rents	51,900	1,200	53,100
Hangar rents	265,900	161,800	427,700
Land rent - hangars	211,200	60,900	272,100
Transient tiedown rents	2,800	400	3,200
Landing fees	30,500	7,200	37,700
Parking fees	-	5,100	5,100
Gas & oil fuel flow percentage	122,000	32,600	154,600
% rent-all other gross rec	819,900	257,700	1,077,600
Miscellaneous	4,100	1,100	5,200
Total operating revenues	<u>\$ 2,889,200</u>	<u>\$ 727,800</u>	<u>\$ 3,617,000</u>

Expenditures:

Current:

Salaries and wages	\$ 743,200	\$ 177,700	\$ 920,900
Benefits	470,100	156,300	626,400
Admin salaries allocated to Oxnard Airport	(123,000)	123,000	-
Agricultural	2,800	-	2,800
Uniforms and clothing	5,000	3,600	8,600
Communications	32,200	4,600	36,800
Household expense	5,700	24,700	30,400
Insurance	16,100	8,600	24,700
Indirect county costs	32,400	9,900	42,300
Maintenance-equipment	13,900	4,300	18,200
Maintenance-building and improvements	50,500	139,900	190,400
Memberships and dues	4,800	500	5,300
Miscellaneous expense	9,500	8,400	17,900
Office expense	21,300	1,600	22,900
Professional and specialized services	163,800	32,000	195,800
Rents and leases - equipment	9,600	1,600	11,200
Small tools and equipment	34,600	-	34,600
Transportation charges	36,000	24,900	60,900
Conference and seminars	400	-	400
Utilities	84,100	47,600	131,700
Education, books and training	7,300	1,200	8,500
Taxes and licenses	-	-	-
Bad debts	-	-	-
Depreciation	487,100	482,400	969,500
Total operating expenditures	<u>\$ 2,107,400</u>	<u>\$ 1,252,800</u>	<u>\$ 3,360,200</u>

2,390,700.00

Operating income (loss)

<u>\$ 781,800</u>	<u>\$ (525,000)</u>	<u>\$ 256,800</u>
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Non-operating revenues (expenses):

State and federal grants	\$ -	\$ -	\$ -
CARES COVID-19 Grants	190,300	76,700	267,000
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-
Interest income	87,700	-	87,700

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

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

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

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

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

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

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

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

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

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

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**DEPARTMENT OF AIRPORTS
2021 MEETING SCHEDULES**

AAC/CAA/OAA

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

The Aviation Advisory Commission meets on the first Monday of the month (exceptions are noted above in yellow highlight) at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo. Effective April 1, 2021, meetings will take place at the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010.

The Camarillo & Oxnard Airport Authorities meet jointly on the second Thursday of the month (exceptions are noted above in green highlight) at 7:00 p.m. in the Camarillo City Council Chambers, 601 Carmen Drive, Camarillo. Effective April 1, 2021, meetings will take place at the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010.

Sh

[REDACTED]

From: [REDACTED]
Sent: Monday, February 1, 2021 12:25 PM
To: Turner, Kip
Subject: Re: Private Hangar Ground Lease Agreement

Good Job on this new lease Kip.

Thanks,

[REDACTED]

On Monday, February 1, 2021, 11:23:06 AM PST, Turner, Kip <kip.turner@ventura.org> wrote:

Good morning,

Attached is the revised Private Hangar Ground Lease Agreement. This item was last discussed in early March of 2020 (pre-COVID) with the airport advisory groups (Airport Commission and Authorities). During those discussions, the Airport Authorities requested that the Department of Airports (DOA) further review and consider six particular sections of the lease. This effort was undertaken right away however with the COVID pandemic bringing new challenges to our county, this item was deferred until there was an established virtual platform in place to continue receiving public input and participation.

This item is scheduled to return to the airport advisory bodies in the regularly scheduled March, 2021 meetings and then ultimately to the County Board of Supervisors for final review and approval. Additional clarifying edits have been incorporated throughout to provide better understanding of some of the sections and to hopefully help resolve other concerns previously noted. This draft lease incorporates generous consideration to the current private hangar owners.

I am inviting those that may be interested in further discussing this draft with myself and the Department of Airports to a virtual meeting on Thursday, February 11th at 9:30 AM. A calendar invite will be sent to anyone expressing interest to join in or participate. Of course, your participation is always welcomed at both of our regularly scheduled monthly advisory group meetings of the Airport Commission and the Airport Authorities as well.

Thank you in advance for your comments and most of all, thank you for working with us as we continue moving forward in this process. Please direct your comments concerning the draft lease to

me directly via e-mail and for those interested in participating on February 11th, please send an e-mail to Ana Castro. Both e-mails are noted below.

Kip.turner@ventura.org

Ana.castro@ventura.org

Kip Turner

Director of Airports

Ventura County Department of Airports

[REDACTED]

From: Turner, Kip
Sent: Monday, February 1, 2021 1:27 PM
To: [REDACTED]
Cc: Castro, Ana
Subject: RE: Private Hangar Ground Lease Agreement

Thanks [REDACTED] for your feedback. Your suggestions will be further considered as we continue moving forward.

Kip

From: [REDACTED]
Sent: Monday, February 1, 2021 12:45 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Cc: Castro, Ana <Ana.Castro@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Kip,

Thanks for this. The proposed agreement seems reasonable, given the new FAA guidance, though it's certainly more burdensome and restrictive than we are used to at CMA.

Just one item stood out to me: the requirement to paint hangars every eight years. This is certainly more often than the County has painted its hangars, I believe. I voluntarily painted mine after purchasing it, and the County hadn't settled on a paint color other than "tan". I got my paint chip approved. You might want to add a requirement to paint an approved color...

If you'll require painting all the older hangars within two years, it would be a great service to organize a master contract that individual hangar owners could sign onto. That way, you'll have an approved contractor operating on the field, painting hangars the same color. It would probably save money as well, as each owner wouldn't be paying for setup and removal.

[REDACTED]

[REDACTED]

Sent from my iPhone

On Feb 1, 2021, at 11:23 AM, Turner, Kip <Kip.Turner@ventura.org> wrote:

Good morning,

Attached is the revised Private Hangar Ground Lease Agreement. This item was last discussed in early March of 2020 (pre-COVID) with the airport advisory groups (Airport Commission and Authorities). During those discussions, the Airport Authorities

9b1

requested that the Department of Airports (DOA) further review and consider six particular sections of the lease. This effort was undertaken right away however with the COVID pandemic bringing new challenges to our county, this item was deferred until there was an established virtual platform in place to continue receiving public input and participation.

This item is scheduled to return to the airport advisory bodies in the regularly scheduled March, 2021 meetings and then ultimately to the County Board of Supervisors for final review and approval. Additional clarifying edits have been incorporated throughout to provide better understanding of some of the sections and to hopefully help resolve other concerns previously noted. This draft lease incorporates generous consideration to the current private hangar owners.

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Thank you in advance for your comments and most of all, thank you for working with us as we continue moving forward in this process. Please direct your comments concerning the draft lease to me directly via e-mail and for those interested in participating on February 11th, please send an e-mail to Ana Castro. Both e-mails are noted below.

Kip.turner@ventura.org

Ana.castro@ventura.org

Kip Turner
Director of Airports
Ventura County Department of Airports
<Private Hangar Ground Lease Agreement 2-1-2021.pdf>

[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 2, 2021 9:12 AM
To: [REDACTED]
Subject: RE: New Lease agreement regarding Sale Of Hangar By Owner

Good morning [REDACTED],

Thank you for your feedback and the opportunity to answer your questions or address your concerns. Please see my responses below and if so desired, we can further discuss on the 11th if you join us then.

Section 37 Assignment where it states "as provided elsewhere in this agreement" is referring to the conditions of the lease as illustrated throughout the agreement that must be met for the lessee and for any assignment to be considered approved and valid. In other words, if the lessee is wanting to assign the lease to someone else, it simply requires that individual to then meet the same conditions of the lease as illustrated throughout the lease which of course are too many to recite herein.

The process for you to assign, sell, or transfer your lease once this lease is approved by the Board of Supervisors and is fully executed, would be simply that you find a buyer or etc. that you want to transfer the lease to and then you and the proposed buyer work with the Department to have the lease transferred to the new buyer. They (the buyer) would follow the same steps that you will be following to have the lease transferred to their name. There is no cost from the Department for you to transfer your lease if you are an existing hangar owner. There will most likely be what is commonly referred to as a "Transfer Fee" for new hangars being built on new leases with the Department, however that type of fee is being waived here for existing private hangar owners such as yourself if the lease is being transferred or assigned in the same location as it exists today.

Regarding your question on moving a hangar to another airport, in this case you mention OXR, which of course would first require OXR airport finding space for your hangar, if there is any, and if so this type of effort would require a new lease altogether. This lease that is being discussed right now is for **existing hangars in their existing locations** and does not include trying to foresee hangar relocation to other Ventura County owned airports specifically. That is entirely a different scenario altogether as there would be other county and possibly city requirements to build, construct, or even assemble a new hangar or in this case relocate and assemble an existing hangar to another property.

All requirements to build, reconstruct, or assemble a building at any Ventura County Airport would have to be met which would require at a minimum obtaining permits for construction and etc. in a similar manner that one would do with any new construction on county property. Assembling a building on either of the County's two airports, even if it were to be an existing building that exists today and desired to be relocated, would require similar construction permitting to do so. The provision for you as the existing hangar owner to relocate your hangar to another location as noted in section 42 is an option you would have, however it does not exempt you from meeting any requirements existing for that new location. Depending on where you may choose to relocate your hangar, if you so choose to do so at some point, will determine exactly what those requirements may be and is outside of my area of expertise. Again, this provision language in section 42 is not there to reflect necessarily moving a hangar to another Ventura County airport. This provision gives you the right to keep your hangar when the lease is done allowing you to make the best decision at that time that best suits your needs and desires whatever that may be for you and your family. There may be some people for example that want to take their hangar with them to a private airstrip, or another airport outside of Ventura County, etc. With that being said, if OXR in your case is the preferred airport, we would work with you as much as possible to see if that is a possibility.

Finally, you mention the term of 20 years. This is the maximum term being offered at this time to existing hangar owners however you are not required to sign a 20 year term. If you desire, you could choose a shorter term for your lease. This particular lease however is being offered exclusively to existing private hangar owners with no guarantee of what a new lease at a later date may or may not include in terms of conditions and/or other requirements so keep that in mind when you choose your term.

Let me know if you have any further questions.

Thank you,

Kip

From: [REDACTED]
Sent: Tuesday, February 2, 2021 7:17 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: New Lease agreement regarding Sale Of Hangar By Owner

Hello Kip,
On Oct 3, 2019, I sent the following input to COHOTA regarding the "new Lease Agreement".

- 1) A detailed description of the process and cost to obtain permission from the Airport Authority to sell the hangar in place.
 - a. The process and cost should not be onerous or overly restrictive.

I find the latest agreement is still lacking this information.

I see

37. ASSIGNMENT The interest conveyed by this Agreement may not be assigned or transferred in whole, except upon sale or transfer of the Hangar, as provided elsewhere in this Agreement.

But the only provisions mentioned "elsewhere" is in

42. Requirements Upon Termination

f) If the Hangar is subject to removal or transfer under this Agreement, and if Lessee elects to sell or transfer the Hangar in place, Lessee must, before consummating the sale or transfer, advise the prospective purchaser or transferee of the terms of this Agreement, including, but not limited to, the provisions of section 6 relating to the ownership and registration of aircraft to be stored in the Hangar.

So,

If the Hangar is NOT subject to removal or transfer under Section 42 Termination. What are the steps and terms required to sell the hangar in place to an acceptable owner of an aircraft wanting to move it to Oxnard Airport.

Since I'll be signing a 20 year lease agreement and I may not own an aircraft in twenty years
I feel this is an important enough subject to have the sale of hangar Terms and Condition spelled out in its own section.

XX. Sale of Hangar by Owner

And/Or

Addendum 1) Steps necessary to sell a hangar to new tenant

Please reply or talk to this subject on the February 11 lease virtual meeting.

Very best regards,



[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 2, 2021 9:16 AM
To: [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

Good morning [REDACTED],

Thanks for your feedback! Much appreciated! To be honest, I've not seen too many leases for anything that aren't too long and legal, but that seems to be the average lease you find these days whether it be for a house or a hangar spot.

I do remember the days when things seemed much simpler and miss those days as well 😊

Thanks again,

Kip

From: [REDACTED]
Sent: Tuesday, February 2, 2021 9:08 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Hey Kip ,
Seems long and very legal but, unless I missed anything, seems ok to me.

[REDACTED]

On Mon, Feb 1, 2021 at 11:23 AM Turner, Kip <Kip.Turner@ventura.org> wrote:

Good morning,

Attached is the revised Private Hangar Ground Lease Agreement. This item was last discussed in early March of 2020 (pre-COVID) with the airport advisory groups (Airport Commission and Authorities). During those discussions, the Airport Authorities requested that the Department of Airports (DOA) further review and consider six particular sections of the lease. This effort was undertaken right away however with the COVID pandemic bringing new challenges to our county, this item was deferred until there was an established virtual platform in place to continue receiving public input and participation.

This item is scheduled to return to the airport advisory bodies in the regularly scheduled March, 2021 meetings and then ultimately to the County Board of Supervisors for final review and

approval. Additional clarifying edits have been incorporated throughout to provide better understanding of some of the sections and to hopefully help resolve other concerns previously noted. This draft lease incorporates generous consideration to the current private hangar owners.

I am inviting those that may be interested in further discussing this draft with myself and the Department of Airports to a virtual meeting on Thursday, February 11th at 9:30 AM. A calendar invite will be sent to anyone expressing interest to join in or participate. Of course, your participation is always welcomed at both of our regularly scheduled monthly advisory group meetings of the Airport Commission and the Airport Authorities as well.

Thank you in advance for your comments and most of all, thank you for working with us as we continue moving forward in this process. Please direct your comments concerning the draft lease to me directly via e-mail and for those interested in participating on February 11th, please send an e-mail to Ana Castro. Both e-mails are noted below.

Kip.turner@ventura.org

Ana.castro@ventura.org

Kip Turner

Director of Airports

Ventura County Department of Airports

[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 2, 2021 1:08 PM
To: [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

[REDACTED]

It has come to our attention that clarification was needed for Section 19(a) and I wanted to share this with you since you are representing the COHOTA group. I will wait until after the meeting on the 11th to send out another draft including this edit to ensure we aren't sending out multiple drafts for final edits.

Section 19(a) will be changed to the following:

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

The remainder of section 19 will stay unchanged. "New Hangar" refers to a lessee that may want to build a new hangar. The lease was primarily drafted with existing hangar owners in mind and to address existing hangar buildings. However, with this language included it will also work well as a lease template for new tenants coming in that may want to build new hangars.

I anticipate trying to keep many of the other provisions in place even for new tenants coming in, however County reserves the right to amend the lease as deemed necessary for those new entry tenants at a later time if that is decided to be an appropriate course of action. This lease revision effort has always been first and foremost to address existing hangar owners and set up a more current leasing process for then new entry tenants. If an existing hangar owner were to choose to build a new hangar, the new hangar would not be exempt from future leasing practices which may include reversion. Only the existing hangars and hangar owners will have this exemption.

Again for clarity, existing hangar owners will not be faced with reversion. The revision of section 19(a) as noted herein will be applicable only to those choosing to build a new hangar, not for any existing hangar buildings.

This item was brought to our attention by a hangar owner providing feedback. We have received some excellent feedback from others thus far and hope to receive any feedback you or the COHOTA group may want to offer when ready. Having the ability to review in writing and then respond accordingly is an excellent way for us to effectively and quickly provide final thoughts on an item.

We will address this change in the meeting scheduled on the 11th and will keep you informed if there are any other noted changes prior to the 11th.

Thank you,

Kip

From: [REDACTED]
Sent: Monday, February 1, 2021 12:18 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

At a quick first pass through it, I saw many improvements. Thank you for those.

There are still some problems, though, and we'll meet internally and figure out our next steps.

From: Turner, Kip <Kip.Turner@ventura.org>
Sent: Monday, February 1, 2021 12:16 PM
To: [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

Thanks [REDACTED] I would appreciate any thoughts you have in advance if possible and you're comfortable sharing those thoughts.

I really feel this is a lease that you and COHOTA can get behind, a lot of effort has been put into trying to make that be the case.

Kip

From: [REDACTED]
Sent: Monday, February 1, 2021 12:13 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: RE: Private Hangar Ground Lease Agreement

Thank you. We'll see you on the 11th.

From: Turner, Kip <Kip.Turner@ventura.org>
Sent: Monday, February 1, 2021 12:12 PM
To: [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

[REDACTED] ...once again, that was the reason that I placed a hold on February 11th. That meeting is scheduled for that very purpose and nothing else, I have no agenda for that meeting other than to receive your feedback along with any others that may want to provide similar feedback. If there are none others, it will be a short meeting.

I just went ahead and put something on the calendar is all, I don't envision many having the interest to join in as this was primarily meant to meet with you and COHOTA. I'm not sure how else to explain that the 11th is primarily for COHOTA. I can't envision that COHOTA members would not be interested to hear what other hangar owners may have to discuss as well.

Please feel free to raise any issues you may have following your review in advance of the 11th if so desired, and as stated in my last e-mail, if you feel that needs to be in a separate call rather than e-mail or waiting until the scheduled meeting, we'll make it happen.

Kip

From: [REDACTED]
Sent: Monday, February 1, 2021 12:05 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Kip - It would be helpful to be able to say to our membership that we have raised issues "X, Y and Z" with Mr. Turner, and his position on those issues as is as follows...

Otherwise, we are simply left with telling the membership what our views are and make recommendations to them based on that alone, noting that we have not been able to meet with you since October of 2019.

We'll move forward on the assumption there will be no meeting prior to the 11th. If you change your mind, please let us know.

Thanks.

Be well. Stay safe.

[REDACTED]

From: Turner, Kip <Kip.Turner@ventura.org>
Sent: Monday, February 1, 2021 11:51 AM
To: [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

[REDACTED]

Please reference my e-mail below. The e-mail this morning with the draft lease was sent to the entire COHOTA membership along with all other private hangar owners that were on file with DOA with an e-mail address. I'm assuming any word that you want to get out relating to the position that COHOTA representatives may have can be done in the same manner as the e-mail that went out this morning.

Again, I'm interested in receiving any feedback you may want to share prior to the scheduled meeting, which again was primarily scheduled for you and the COHOTA representatives. I'm not understanding why you feel the need to meet in advance of that meeting as it will most likely be primarily just you and the COHOTA group?

Please review the draft and let me know where you stand following your review. I think you'll see that this draft is even better than before in that it pretty much offers most if not all of the requested provisions that have been provided to DOA previously. I'm confident that you will find it to be more satisfying to both you and those you represent.

If for some reason, that is not the case, and you feel that your feedback can't be received in any other manner besides a separate meeting for you and the COHOTA representatives, we will figure something out.

Kip

From: [REDACTED]
Sent: Monday, February 1, 2021 11:43 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Kip -

When I mentioned "meet," I assumed it would be a Zoom meeting. Can we schedule something before the 11th, so COHOTA can then get word out to its membership and make recommendations. Otherwise, we're in the position of doing that without meeting with you.

Please advise.

[REDACTED]

From: Turner, Kip <Kip.Turner@ventura.org>
Sent: Monday, February 1, 2021 11:41 AM
To: [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

Good morning [REDACTED]

The intent of the February 11th virtual meeting was to fulfill that "pledge". Due to the pandemic, we are not meeting in person with anyone right now so a virtual meeting or call is the only mechanism we are using for meetings at this time to help ensure the safety of our team and those we are working with. I have found that virtual meetings or even conference calls can be as productive, if not more so, in that it allows a broader participation than meeting in person which often times limits others that might be able to join remotely.

My thoughts were that while you may represent many of the hangar owners, there may be others that have not felt that they had the ability to join in on prior similar discussions such as those conducted previously with you and/or the COHOTA group specifically. Given the large amount of private hangar owners that the Department has, we simply are not able to meet with each individual hangar owner so having a forum that can include all of those interested is the best approach.

I don't envision many joining in other than you and those you bring to the table. I'm always open to receiving any feedback in advance or afterwards. If for some reason you don't believe the items you would want to discuss are relative to others joining in with potentially the same interest, let me know and we can reconsider our options for moving forward.

Kip

From: [REDACTED]
Sent: Monday, February 1, 2021 11:30 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Kip - In our last communication, you pledged to meet with COHOTA to discuss the lease. Can we schedule that meeting before the public forum on the 11th?

Thanks.

[REDACTED]

From: Turner, Kip <Kip.Turner@ventura.org>
Sent: Monday, February 1, 2021 11:22 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Cc: Castro, Ana <Ana.Castro@ventura.org>
Subject: Private Hangar Ground Lease Agreement

Good morning,

Attached is the revised Private Hangar Ground Lease Agreement. This item was last discussed in early March of 2020 (pre-COVID) with the airport advisory groups (Airport Commission and Authorities). During those discussions, the Airport Authorities requested that the Department of Airports (DOA) further review and consider six particular sections of the lease. This effort was undertaken right away however with the COVID pandemic bringing new challenges to our county, this item was deferred until there was an established virtual platform in place to continue receiving public input and participation.

This item is scheduled to return to the airport advisory bodies in the regularly scheduled March, 2021 meetings and then ultimately to the County Board of Supervisors for final review and approval. Additional clarifying edits have been incorporated throughout to provide better understanding of some of the sections and to hopefully help resolve other concerns previously noted. This draft lease incorporates generous consideration to the current private hangar owners.

I am inviting those that may be interested in further discussing this draft with myself and the Department of Airports to a virtual meeting on Thursday, February 11th at 9:30 AM. A calendar invite will be sent to anyone expressing interest to join in or participate. Of course, your participation is always welcomed at both of our regularly scheduled monthly advisory group meetings of the Airport Commission and the Airport Authorities as well.

Thank you in advance for your comments and most of all, thank you for working with us as we continue moving forward in this process. Please direct your comments concerning the draft lease to me directly via e-mail and for those interested in participating on February 11th, please send an e-mail to Ana Castro. Both e-mails are noted below.

Kip.turner@ventura.org

Ana.castro@ventura.org

Kip Turner
Director of Airports
Ventura County Department of Airports

[REDACTED]

From: Turner, Kip
Sent: Wednesday, February 3, 2021 1:09 PM
To: [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

Thank you [REDACTED]! Really appreciate the feedback and kind comments!

Thanks again,

Kip

From: [REDACTED]
Sent: Tuesday, February 2, 2021 3:54 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Thanks Kip I look forward to getting the new lease and I will sign it and look forward to many more years of flying at Camarillo. You and your staff do a phenomenal job of maintaining and improving the airport and I feel very lucky to have a hangar there.

Sent from my iPhone

On Feb 2, 2021, at 12:33 PM, Turner, Kip <Kip.Turner@ventura.org> wrote:

Good afternoon [REDACTED],

Thank you for your feedback and allowing me an opportunity to answer your questions or address your concerns regarding the lease. You made an interesting argument which will result in the following change to the insurance requirements:

Section 19(a) will be changed to say:

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

The remainder of section 19 will stay unchanged. "New Hangar" refers to a lessee that may want to build a new hangar. The lease as drafted is primarily for existing hangar owners and existing hangar buildings and as such, includes many offerings that may differ somewhat to an individual that comes in later and builds a new hangar. However, the lease language also covers those new tenants coming in and/or an existing hangar owner that may want to construct a new hangar. Anyone building a new hangar will have a lease that includes reversion on the new hangar.

You as an existing hangar owner will not be faced with reversion. The revision of section 19 as noted herein will be applicable to anyone building a new hangar only, not an existing hangar building such as what you have today.

Thanks again for the opportunity to hopefully clear this up and for your feedback.

Kip

From: [REDACTED]
Sent: Monday, February 1, 2021 1:19 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: RE: Private Hangar Ground Lease Agreement

Hello Kip:

Thanks for the latest version of the lease. I have a question about insurance.

Paragraph b) at the top of page 9 says that I must maintain liability insurance which I have always maintained on my aircraft to insure myself and the county against damage I might cause to others.

Paragraph a) at the top of page 9 says that I must maintain property and liability insurance equal to the value of the property and any item(s) and/or property contained therein. If paragraph a) is intended to require that I purchase property insurance for damage to my own aircraft stored in the hangar (such as theft or vandalism or in flight damage) I request that it be changed. I do not have insurance coverage for damage to my own aircraft (just liability for damages to others). So if the plane is damaged or stolen that is my responsibility and presents no risk of loss to the county. The cost of insurance is so high relative to the value of the aircraft that I take that risk myself and have already paid for the value of the plane in insurance savings over the last 15 years. If I had to purchase full coverage and insure the value of the aircraft itself in addition to liability for damages to others it would cost me over \$10,000 per year and I would have to sell the plane and give up flying as it would be just way too expensive for me.

Let me know if I am misreading these paragraphs and hopefully my liability insurance presently in force complies with the insurance requirements. Thanks!

[REDACTED]

From: Turner, Kip [<mailto:Kip.Turner@ventura.org>]
Sent: Monday, February 01, 2021 11:22 AM
To: Turner, Kip
Cc: Castro, Ana
Subject: Private Hangar Ground Lease Agreement

Good morning,

Attached is the revised Private Hangar Ground Lease Agreement. This item was last discussed in early March of 2020 (pre-COVID) with the airport advisory groups (Airport Commission and Authorities). During those discussions, the Airport Authorities

requested that the Department of Airports (DOA) further review and consider six particular sections of the lease. This effort was undertaken right away however with the COVID pandemic bringing new challenges to our county, this item was deferred until there was an established virtual platform in place to continue receiving public input and participation.

This item is scheduled to return to the airport advisory bodies in the regularly scheduled March, 2021 meetings and then ultimately to the County Board of Supervisors for final review and approval. Additional clarifying edits have been incorporated throughout to provide better understanding of some of the sections and to hopefully help resolve other concerns previously noted. This draft lease incorporates generous consideration to the current private hangar owners.

I am inviting those that may be interested in further discussing this draft with myself and the Department of Airports to a virtual meeting on Thursday, February 11th at 9:30 AM. A calendar invite will be sent to anyone expressing interest to join in or participate. Of course, your participation is always welcomed at both of our regularly scheduled monthly advisory group meetings of the Airport Commission and the Airport Authorities as well.

Thank you in advance for your comments and most of all, thank you for working with us as we continue moving forward in this process. Please direct your comments concerning the draft lease to me directly via e-mail and for those interested in participating on February 11th, please send an e-mail to Ana Castro. Both e-mails are noted below.

Kip.turner@ventura.org

Ana.castro@ventura.org

Kip Turner
Director of Airports
Ventura County Department of Airports

[REDACTED]

From: [REDACTED]
Sent: Wednesday, February 3, 2021 1:37 PM
To: Turner, Kip
Subject: Re: Lease

Kip,

Thanks for your response.

[REDACTED]

Sent from my iPhone

> On Feb 3, 2021, at 1:07 PM, Turner, Kip <Kip.Turner@ventura.org> wrote:

>

> Good afternoon [REDACTED]

>

> Thank you for reaching out with your question. This item has been worked on by so many different parties over the past two years that the edits are too confusing at this point to try and understand even with tracking on. Hopefully you will be able to review the draft and see how it has evolved to what I believe is a very generous lease draft for our existing private hangar owners.

>

> Let me know if you have any specific questions following your review.

>

> Thanks,

>

> Kip

>

> -----Original Message-----

> From: [REDACTED]

> Sent: Monday, February 1, 2021 1:15 PM

> To: Turner, Kip <Kip.Turner@ventura.org>

> Subject: Lease

>

> Where are the edits you allude too? It would be helpful to identify these areas.

>

> [REDACTED]

>

> Sent from my iPhone

[REDACTED]

From: Turner, Kip
Sent: Monday, February 8, 2021 3:24 PM
To: Castro, Ana; [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

Thank you [REDACTED] for reaching out and giving us an opportunity to respond to your question. The Department of Airports is currently in the process of obtaining motor vehicle permits which will then be required for motor vehicle operation within the Airport Movement Areas within the fence.

These will be available when you sign up for the new lease once it's finally approved by the County.

Thanks again,

Kip Turner
Director of Airports
Ventura County Department of Airports

From: Castro, Ana <Ana.Castro@ventura.org>
Sent: Monday, February 8, 2021 8:27 AM
To: [REDACTED]
Cc: Turner, Kip <Kip.Turner@ventura.org>
Subject: RE: Private Hangar Ground Lease Agreement

Good morning [REDACTED]

I am referring your inquiry to our airport director Kip Turner who is copied here.

Have a wonderful day.

Ana

Ana Castro
Management Assistant IV-C
County of Ventura
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010
(805) 388-4211

From: [REDACTED]
Sent: Sunday, February 7, 2021 7:58 AM
To: Castro, Ana <Ana.Castro@ventura.org>
Subject: RE: Private Hangar Ground Lease Agreement

Ms. Castro,

I am currently a tenant in the county-owned hangars.

The lease agreement attached to this email made reference to a "Motor Vehicle Permit" that "must always be displayed while the vehicle is driven or parked within the AOA."

I'm not aware of such a permit. How does one go about obtaining said permit?

Thanks



From: Turner, Kip [<mailto:Kip.Turner@ventura.org>]
Sent: Monday, February 1, 2021 11:22 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Cc: Castro, Ana <Ana.Castro@ventura.org>
Subject: Private Hangar Ground Lease Agreement

Good morning,

Attached is the revised Private Hangar Ground Lease Agreement. This item was last discussed in early March of 2020 (pre-COVID) with the airport advisory groups (Airport Commission and Authorities). During those discussions, the Airport Authorities requested that the Department of Airports (DOA) further review and consider six particular sections of the lease. This effort was undertaken right away however with the COVID pandemic bringing new challenges to our county, this item was deferred until there was an established virtual platform in place to continue receiving public input and participation.

This item is scheduled to return to the airport advisory bodies in the regularly scheduled March, 2021 meetings and then ultimately to the County Board of Supervisors for final review and approval. Additional clarifying edits have been incorporated throughout to provide better understanding of some of the sections and to hopefully help resolve other concerns previously noted. This draft lease incorporates generous consideration to the current private hangar owners.

I am inviting those that may be interested in further discussing this draft with myself and the Department of Airports to a virtual meeting on Thursday, February 11th at 9:30 AM. A calendar invite will be sent to anyone expressing interest to join in or participate. Of course, your participation is always welcomed at both of our regularly scheduled monthly advisory group meetings of the Airport Commission and the Airport Authorities as well.

Thank you in advance for your comments and most of all, thank you for working with us as we continue moving forward in this process. Please direct your comments concerning the draft lease to me directly via e-mail and for those interested in participating on February 11th, please send an e-mail to Ana Castro. Both e-mails are noted below.

Kip.turner@ventura.org

Ana.castro@ventura.org

9h2

Kip Turner
Director of Airports
Ventura County Department of Airports

[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 9, 2021 11:26 AM
To: [REDACTED]
Cc: Castro, Ana
Subject: RE: Private Hangar Ground Lease Agreement

[REDACTED]

Thank you for your feedback. As a point of clarity, I did suggest that we meet but never suggested that we meet prior to the lease going out publicly. Actually, I stated that once the next draft of the lease went out that I would appreciate an opportunity to meet with you and the COHOTA team to discuss any remaining items of concern or questions that you may have. That is the purpose of the scheduled meeting on Thursday. However, I see no value in working with only one group of tenants on the same product that will undoubtedly affect others outside of that group in the same manner.

[REDACTED] as you know, this lease is not just for COHOTA, but rather it is for ALL private hangar owners at both of the Ventura County Airports. I simply cannot understand why you would want to not include other thoughts from other private hangar owners in your discussions? The meeting that I suggested for this Thursday, the 11th is an effort to fulfill what was my prior request to meet with COHOTA and again is primarily for that purpose. I have stated this over and over again to you in previous e-mails. I don't understand why you would have an issue for other private hangar owners to potentially join in on this unofficial discussion? You continue to discuss a lack of trust but you show none at all on your end for those who are working hard to provide an outstanding lease to it's current tenants, which is exactly what this is.

I'm sure you understand when I say that there are no special provisions in this lease, or will there be in any lease, for COHOTA that do not apply to all private hangar owners. So allowing other private hangar owners to join in on the discussion should be welcomed by you and COHOTA if anything I would think. I have received other comments thus far from other hangar owners that were appreciative that they were copied on the new lease draft, some have stated that COHOTA does not represent their particular interests, and many have stated that they believe this to be a great lease and are ready to move forward with having it approved by the Board of Supervisors. It is only with you thus far that I have received grief about the open and transparent process that I've established for this continuing discussion.

I hope to receive in advance any comments you and/or the COHOTA group of representatives may have so we can better discuss those concerns in detail when you meet with us on Thursday, which again is a meeting that was primarily set to address and discuss COHOTA concerns and thoughts. I don't believe we have received very many other requests to join in on that meeting thus far and some, if not all of the requests we have received I believe may be COHOTA members. So I'm really confused as to why you would not want your membership to join in as you represent that groups interest to the Airport.

Please, I ask that you put aside any disgruntled thoughts that you may have about me or the Airport in general from whatever in the past may have created uncertainty in your mind that the Airport always had its tenants best interest at heart, which I can assure you is the case, and for the sake of moving forward work with us and not against us so this effort can be finally resolved. This would allow for many folks that are out there waiting for a final lease to then move on with their lives and business transactions as many have been somewhat held up by concern or unknowing of how their future lease may look. This effort has gone on now for over six years and I can tell you that this lease as currently drafted, is the most generous lease I have ever seen for private hangar owners in my over thirty years of doing this.

I am looking forward to a fruitful and productive conversation with you and the COHOTA team on Thursday and hope we are able to resolve any remaining concerns or questions you may have. There are a few things in the lease that you have

asked for in the past that simply are not open for negotiation when it comes to ensuring that the County maintains the proper oversight required for running an airport. I'm hoping the items you are wanting to further address are not items that we've already discussed that we don't have control to change or amend so as to ensure the County has the protections it needs to properly manage the airports.

Thanks again for any input you can send our way in advance of Thursday's meeting and I'm looking forward to talking with you more on Thursday.

Kip

From: [REDACTED]
Sent: Tuesday, February 9, 2021 10:26 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Kip - I'm trying to draft this email without snark, but it's difficult. The reason for that is because several weeks ago you sent us an email saying you would meet with us (virtually or in person is irrelevant) to discuss the lease prior to it being released publicly, and that isn't happening. And, yes, I understand your position that the Thursday Zoom meeting is the meeting with COHOTA, but the facts remain that the Thursday meeting (a) isn't just with the COHOTA negotiating team, and (b) isn't being conducted before the release of the draft to the public. This has caused a further erosion of trust.

So, instead of meeting with us in advance of the public release of the lease, the lease has been released to the public without our input, and we are left to scramble to put together our concerns in a relatively short period of time (after you and Tom Temple had months to put the draft together). Keep in mind that many on the COHOTA negotiating team have "day jobs" in addition to working on the lease, and finding a time when we can all get together on Zoom has been a challenge. Our goal at this point is to get an email out to our membership before Thursday with thoughts and comments on the latest draft (which contains many improvements, but several problems also). I'm sure you'll receive a copy of that email, but I will try to remember to send it to you directly, too.

In advance of the meeting, thanks for the improvements in the latest draft, and we hope you'll be receptive to additional changes based on our review and comments on the lease.

[REDACTED]

From: Turner, Kip <Kip.Turner@ventura.org>
Sent: Tuesday, February 9, 2021 9:57 AM
To: Castro, Ana <Ana.Castro@ventura.org>; [REDACTED]
Subject: RE: Private Hangar Ground Lease Agreement

Thanks Ana,

[REDACTED] as a reminder, it would be helpful if you could possibly provide written comments, if any, prior to Thursday's meeting so we can hopefully be better prepared to discuss in detail the items you or the COHOTA group may have concern with. I'm hoping for a productive meeting on Thursday as again, this meeting was primarily set to discuss items that COHOTA may have remaining.

Thank you,

Kip

From: Castro, Ana <Ana.Castro@ventura.org>
Sent: Tuesday, February 9, 2021 9:39 AM
To: [REDACTED]
Cc: Turner, Kip <Kip.Turner@ventura.org>
Subject: RE: Private Hangar Ground Lease Agreement

Good morning [REDACTED]

I am checking in to confirm whether you plan to participate in the hangar lease meeting scheduled on Thursday, February 11th at 9:30 a.m. Please let me know if you plan to attend so I can ensure that a link is sent to you.

Thank you.

Ana

Ana Castro
Management Assistant IV-C
County of Ventura
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010
(805) 388-4211

From: Turner, Kip
Sent: Monday, February 1, 2021 11:22 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Cc: Castro, Ana <Ana.Castro@ventura.org>
Subject: Private Hangar Ground Lease Agreement

Good morning,

Attached is the revised Private Hangar Ground Lease Agreement. This item was last discussed in early March of 2020 (pre-COVID) with the airport advisory groups (Airport Commission and Authorities). During those discussions, the Airport Authorities requested that the Department of Airports (DOA) further review and consider six particular sections of the lease. This effort was undertaken right away however with the COVID pandemic bringing new challenges to our county, this item was deferred until there was an established virtual platform in place to continue receiving public input and participation.

This item is scheduled to return to the airport advisory bodies in the regularly scheduled March, 2021 meetings and then ultimately to the County Board of Supervisors for final review and approval. Additional clarifying edits have been incorporated throughout to provide better understanding of some of the sections and to hopefully help resolve other concerns previously noted. This draft lease incorporates generous consideration to the current private hangar owners.

I am inviting those that may be interested in further discussing this draft with myself and the Department of Airports to a virtual meeting on Thursday, February 11th at 9:30 AM. A calendar invite will be sent to anyone expressing interest to join in or participate. Of course, your participation is always welcomed at both of our regularly scheduled monthly advisory group meetings of the Airport Commission and the Airport Authorities as well.

Thank you in advance for your comments and most of all, thank you for working with us as we continue moving forward in this process. Please direct your comments concerning the draft lease to me directly via e-mail and for those interested in participating on February 11th, please send an e-mail to Ana Castro. Both e-mails are noted below.

Kip.turner@ventura.org

Ana.castro@ventura.org

Kip Turner
Director of Airports
Ventura County Department of Airports

[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 9, 2021 3:22 PM
To: Castro, Ana; [REDACTED]
Subject: RE: 2/11/2021 call in meeting

Thank you [REDACTED] for reaching out with your interest to seek more information related to the lease and for allowing us an opportunity to answer any questions or concerns you may have.

As a quick point of clarity to your e-mail below, the County is NOT proposing the "taking of private property" in any manner in this lease agreement. The County has no interest in doing so for the existing private hangar owners. Hopefully this will help alleviate at least that particular concern that you may have had.

We will look forward to having you join us for more discussion on Thursday.

Thank you,

Kip Turner
Director of Airports
Ventura County Department of Airports

-----Original Message-----

From: Castro, Ana <Ana.Castro@ventura.org>
Sent: Tuesday, February 9, 2021 2:52 PM
To: [REDACTED]
Cc: Turner, Kip <Kip.Turner@ventura.org>
Subject: RE: 2/11/2021 call in meeting

[REDACTED]

Thank you for your email. You will receive a link to the meeting under separate cover.

Ana

-----Original Message-----

From: [REDACTED]
Sent: Tuesday, February 9, 2021 1:02 PM
To: Castro, Ana <Ana.Castro@ventura.org>
Subject: 2/11/2021 call in meeting

Ana

Please send me the call in info for the 2/11/2021 meeting regarding: the proposed taking of private property.
Thank you

[REDACTED]



Sent from my iPhone

[REDACTED]

From: Turner, Kip
Sent: Wednesday, February 10, 2021 10:32 AM
To: [REDACTED]
Cc: Castro, Ana
Subject: RE: Hanger leases

Good morning [REDACTED],

Unfortunately I have not received the e-mail from COHOTA, do you mind sharing it with me?

Thanks,

Kip

-----Original Message-----

From: [REDACTED]
Sent: Wednesday, February 10, 2021 10:31 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Hanger leases

Hi Kip

I have just received the email from COHATA . I want to go on record as supporting the concerns they've shared .
Hopefully they will be resolved
Thank you

[REDACTED]

Sent from my iPhone

[REDACTED]

From: Turner, Kip
Sent: Wednesday, February 10, 2021 12:25 PM
To: [REDACTED]
Subject: RE: Private Hangar Lease

Good afternoon [REDACTED]

Thank you for reaching out with your concerns. Unfortunately, I have not been copied on COHOTA's e-mail that you received so am a little in the dark on the items you are referring to. I have asked numerous times to receive COHOTA's feedback on the lease but have yet been able to have that sent to me.

Do you mind forwarding the e-mail you received so I can provide a response to those concerns?

Thanks again for reaching out so we can hopefully work to address any questions and/or concerns you may have. Once we receive those concerns and questions, I will follow up with a response.

Kip

From: [REDACTED]
Sent: Wednesday, February 10, 2021 10:44 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Private Hangar Lease

Mr. Turner,

I want you to know that the 4 items listed in COHOTA's memo regarding the latest draft lease need to be addressed in a way that doesn't treat private hangar owners differently than others at the airport. I support the positions laid out in COHOTA's memo and expect that those will be included in any final lease documents.

Respectfully,
[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Wednesday, February 10, 2021 1:53 PM
To: Turner, Kip
Cc: Castro, Ana
Subject: Re: COHOTA Response

I'm out and away from my computer at the moment. I will forward it to you when I'm back.

****Sent from my phone. Please excuse brevity or typographical errors.****

From: Turner, Kip <Kip.Turner@ventura.org>
Sent: Wednesday, February 10, 2021 1:39:07 PM
To: [REDACTED]
Cc: Castro, Ana <Ana.Castro@ventura.org>
Subject: COHOTA Response

[REDACTED],

We understand from various tenants that COHOTA has sent out a memo or e-mail to it's members with points of concern or questions regarding the lease. As previously requested, it would be helpful to have an idea of what those concerns or questions may be so we can then be better prepared to discuss in person when we meet tomorrow.

Please share those concerns and/or questions with us if willing so we can provide to you and COHOTA a proper response

Thank you,

Kip

[REDACTED]

From: [REDACTED]
Sent: Wednesday, February 10, 2021 5:44 PM
To: Turner, Kip
Subject: FW: Proposed Hangar Ground Lease

Kip –

Here's the email that went out to the COHOTA membership. If you had met with us as we thought you intended, I suspect some of these issues could have been resolved. But, I guess we'll just do it at the Zoom meeting on Thursday.

[REDACTED]

Sent: Wednesday, February 10, 2021 10:19 AM
To: undisclosed-recipients:
Subject: Proposed Hangar Ground Lease

Friends -

You all should have received the February 1, 2021 email from Kip Turner attaching the latest draft of the privately owned hangar ground lease. If you did not receive Mr. Turner's email, please let us know and we will forward it to you.

A Zoom meeting has been scheduled for tomorrow to discuss the latest proposed lease. (More on the Zoom meeting below.) We had hoped to meet with Mr. Turner prior to the lease being released to the public, but that did not happen. So, we have gone through the document that he emailed on February 1, and have the following observations and concerns. We are limiting our comments to four items, though there are several other issues in the lease that are problematic.

1. IMMEDIATE TERMINATION

The February 1, 2021 draft of the proposed lease contains the following provision:

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

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

Our concern is with the language inside the red box. It gives the Department of Airports unfettered discretion to terminate a lease when it, alone, determines there is a "reasonable basis" to do so. Thus, if someone in the Department of Airports thinks a crime has been committed, but they are mistaken, and a lease is terminated, it then falls on the hangar owner to go into Court to prove that they did not commit a crime. In America, someone is presumed innocent until found guilty, but under this provision of the County lease, an accused hangar owner is presumed guilty until they prove themselves innocent. We believe very strongly that the Department of Airports should not have the Draconian

ability to terminate a lease based on their own "reasonable basis," and instead any lease termination resulting from a violation of law should only occur when a Court with appropriate jurisdiction has rendered a verdict that a law has been broken. Something as important as terminating our hangar leases should not be left to the discretion of a staffer at the Department of Airports to determine a "reasonable basis."

We further believe strongly that any conviction resulting in a lease termination should only be for matters related to the tenancy at the airport. For example, we agree that if someone is convicted of selling stolen property out of a hangar, that person should lose their hangar lease. But what if someone, for example, is convicted of forgery wholly unrelated to the County, the airport, or even the Federal Aviation Regulations? Though that person's conduct should be punished, because of the lack of relationship to the airport tenancy, that person's lease should not be subject to termination.

It is important to note that the only leases on the airports that have this Draconian "immediate termination" provision are our privately owned hangar leases. The big FBO leases (Air 7, Sun Air, RKR (Cloud Nine), etc.) do not contain immediate termination provisions when the Department of Airports believes a crime has been committed. Not only are the County and Department of Airports discriminating against the small, privately owned hangars, they seem hell-bent on finding ways to throw us off the airport property, despite previous statements that they want private hangar owners at the airports.

2. INSURANCE

The February 1, 2021 draft lease contains the following provision:

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

We believe that requiring hangar owners to have \$1,000,000 (one million dollars) of comprehensive auto liability insurance places an unreasonable burden on hangar owners due to the cost of obtaining such insurance (which is 200 times the amount required by California for auto property damage insurance, and more than 30 times the amount required by California for auto bodily injury insurance). The lease also requires that the County and Department of

Airports be named as additional insureds, and this raises the possibility of further costs being passed on to policyholders due to adding these two entities to the policy.

Further, the insurance provision cited above provides for immediate termination if insurance documents are not sent to the County. (As an aside, this is yet another attempt by the County to terminate our leases. Are you noticing a trend?) A scenario whereby a tenant's auto insurance policy is automatically renewed by the carrier, and the policyholder inadvertently forgets to forward the renewal documents to the County, could result in the tenant's lease being immediately terminated.

We believe that a \$500,000 limit is more reasonable and that showing proof of insurance without naming the County or the Department of Airports as additional insureds should be sufficient. Further, in the event there is a document snafu, the lease should be clear that the tenant has 30 days to provide the necessary documents before immediate termination is on the table.

3. REPAIR AND MAINTENANCE OF PREMISES

The February 1, 2021 draft lease contains the following provision:

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

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

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

COHOTA does not disagree that hangar owners should be responsible for maintaining (including painting) privately owned hangars, but the County should be held to the same standards. For example, if the privately owned hangars are to be painted within two years of executing this lease, the County's rental hangars (many of which are in far worse states of disrepair) should also be painted within that time period. If the County and Department of Airports are concerned about the aesthetics of the airport hangars, they should be held to the same standards as the private hangar owners.

As to requiring that the hangars be painted every eight years, that is patently unreasonable. A quality paint job can and should last well more than eight years. Do you paint your house every eight years? Your car? Of course not. We agree that the older privately owned hangars should be painted within the first two years of the lease (as long as the County is painting its hangars within that same time period). After that, repainting of the hangars should be at a minimum of eight years, but only if the existing paint job is fading, cracking, peeling, or if visible rust needs attention and repainting.

Lastly, if a hangar is painted on Date X, and then the hangar is sold and a new lease entered into between the buyer and the County, the buyer should not be required to again paint the hangar within two years of executing a new lease. Rather, the buyer should be required to paint based on the time elapsed since Date X, and only if repainting is necessary (as discussed above). Obviously, if a buyer assumes the existing lease, this is a non-issue.

4. ALTERNATIVE DISPUTE RESOLUTION

Over the last several rounds of draft leases, COHOTA has been fighting for an Alternative Dispute Resolution ("ADR") clause in the new ground lease. For those of you not familiar with ADR, it is a process by which parties in a dispute try to mediate that dispute with an outside Mediator and reach a settlement, thereby avoiding Court litigation. It is a voluntary procedure, and it is not "binding." This means that there is no Judge or Arbitrator imposing a verdict or decision on the parties. Rather, a Mediator works with the parties to try to reach a voluntary settlement to which everyone can agree, thereby avoiding having a dispute escalate into a Court battle. We believe that had there been an ADR process in place over the last several years, a settlement likely could have been reached between a hangar tenant and the County that would have avoided the tenant being locked out of his hangar and eventually kicked-off the airport premises, which resulted in a lengthy and expensive Court battle. Keep in mind that when the County spends tax dollars in a Court fight over a hangar lease, those are your tax dollars being spent. Members of the Airport Authority and the Airport Advisory Commission have expressed support for an ADR process, and have acknowledged that resolution of disputes short of litigation is beneficial both to the County and to hangar tenants.

Despite COHOTA's efforts to have an ADR provision in the lease agreement, inexplicably the County has consistently refused. There may be a misperception that ADR mediation is a binding process similar to arbitration, and we have tried to dispel that notion. ADR mediation does not interfere with the County's ability to administer and run its airports. What it does is potentially resolve disputes so everyone can go about enjoying use of the airports. Or, maybe the County's refusal to adopt an ADR mediation provision is because it wants to force hangar owners into expensive litigation, knowing that the County has limitless resources and hard-working hangar owners do not, which gives the County an obvious advantage in expensive Court litigation. If the latter is the basis for the County's refusal to agree to adopt an ADR provision, it is a further indicator of the County's effort to have the ability to force hangar owners off the airport premises at every opportunity.

WHAT CAN YOU DO?

It is important that as many hangar owners as possible make their voices heard. The next opportunity is Thursday morning, February 11, when the Department of Airports has scheduled a Zoom meeting to discuss the proposed lease. If at all possible, we urge you to attend that meeting. To get a link that will allow you to attend the meeting, you should contact Ana Castro in the Department of Airports office at ana.castro@ventura.org. Once she receives your email request to attend the meeting, she will send you a Zoom link.

You can also contact Kip Turner directly. Let him know what you think about the lease, and whether you have concerns. His email address is: kip.turner@ventura.org.

We look forward to seeing as many of you as possible at the Thursday Zoom meeting. For those of you unable to attend, we will provide an update after the meeting.

Stay safe, everyone!



[REDACTED]

From: Turner, Kip
Sent: Thursday, February 11, 2021 9:18 AM
To: [REDACTED]
Cc: Castro, Ana
Subject: RE: Hangar Lease Agreement

Good morning [REDACTED],

Thank you for allowing us an opportunity to receive and respond to your questions and/or concerns related to the lease.

Regarding your first question, yes we are planning to record today's meeting. I will ask that our team then put it on the website once they are able to do so.

Concerning your second question, that question had also filtered into us from other hangar owners over the past few days so I took another look at that one and reduced the amount from \$1,000,000 to \$500,000 per occurrence which seems to be a more acceptable amount from those that have inquired on this item.

Hope this helps provide a little more insight to your questions and concerns.

Thank you,

Kip

From: [REDACTED]
Sent: Wednesday, February 10, 2021 9:31 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Cc: Castro, Ana <Ana.Castro@ventura.org>
Subject: Hangar Lease Agreement
Importance: High

Greetings!

I realize I am a day late and a dollar short. But I don't think I can make the meeting tomorrow AM – which is why the late response.

So here are a couple questions:

- 1) Will the meeting tomorrow be recorded and, if so, where to find the link?
- 2) What was the template/precedence for the insurance provisions in 19c? Vehicle requirements especially seem to be confusing and definitely counter to California requirements.

Beyond these two, I may have additional comments – as an individual stakeholder – but my primary request is be a side by side comparison of provisions in this lease (such as aircraft/vehicle use) that are applicable to those with private hangars (ground lease) and those leasing hangar space directly from the County.

Thanks in advance!



[REDACTED]

From: [REDACTED]
Sent: Thursday, February 11, 2021 11:01 AM
To: Turner, Kip
Subject: Proposed land lease agreement on private owned hangars

County Council is out of control. We got rid of Mr Rubio for same reasons. He came here from communist-thinking country in South America, bringing those Ideals with him and now County Council is carrying on in his absence. This proposed Lease Agreement is as radically left as Rubio.

I believe that this sort of leftist idealism pressure from this "Corrupt County of Ventura" is in part- what caused Todd to take his own life.

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Thursday, February 11, 2021 12:51 PM
To: Turner, Kip
Subject: Private Hangar Vehicle Insurance

Kip,

The question I had from this mornings zoom (mic was not working, sorry) is related to vehicle insurance:

USAA is my Insurance company with the following:

Part A - Liability

Bodily Injury EA Per 100,000

EA Acc 300,00

Property Damage EA Acc 100,000

So what would have to change to meet the \$500K requirement?

Thanks

[REDACTED]

[REDACTED]

From: Castro, Ana
Sent: Thursday, February 11, 2021 2:55 PM
To: [REDACTED]
Cc: Turner, Kip
Subject: RE: Hangar Lease Agreement

[REDACTED],

The recording has been posted on the department's website. For your convenience, I have provided a direct link to the recording.

https://vcportal.ventura.org/AIRPORTS/docs/document_library/2-11-2021%20Private%20Hangar%20Lease%20Meeting.mp4

Ana Castro



From: Turner, Kip
Sent: Thursday, February 11, 2021 9:18 AM
To: [REDACTED]
Cc: Castro, Ana <Ana.Castro@ventura.org>
Subject: RE: Hangar Lease Agreement

Good morning [REDACTED],

Thank you for allowing us an opportunity to receive and respond to your questions and/or concerns related to the lease.

Regarding your first question, yes we are planning to record today's meeting. I will ask that our team then put it on the website once they are able to do so.

Concerning your second question, that question had also filtered into us from other hangar owners over the past few days so I took another look at that one and reduced the amount from \$1,000,000 to \$500,000 per occurrence which seems to be a more acceptable amount from those that have inquired on this item.

Hope this helps provide a little more insight to your questions and concerns.

Thank you,

Kip

From: [REDACTED]
Sent: Wednesday, February 10, 2021 9:31 PM
To: Turner, Kip <Kip.Turner@ventura.org>

Cc: Castro, Ana <Ana.Castro@ventura.org>

Subject: Hangar Lease Agreement

Importance: High

Greetings!

I realize I am a day late and a dollar short. But I don't think I can make the meeting tomorrow AM – which is why the late response.

So here are a couple questions:

- 1) Will the meeting tomorrow be recorded and, if so, where to find the link?
- 2) What was the template/precedence for the insurance provisions in 19c? Vehicle requirements especially seem to be confusing and definitely counter to California requirements.

Beyond these two, I may have additional comments – as an individual stakeholder – but my primary request is be a side by side comparison of provisions in this lease (such as aircraft/vehicle use) that are applicable to those with private hangars (ground lease) and those leasing hangar space directly from the County.

Thanks in advance!

[Redacted]

[REDACTED]

From: [REDACTED]
Sent: Thursday, February 11, 2021 2:57 PM
To: Turner, Kip
Subject: Re: Further discussion for the draft lease.

Thanks for responding Kip.

Glad that you found it reasonable to adjust the car insurance and painting our hangars. Over all, I believe that today's Zoom meeting was beneficial and productive towards moving forward to putting this issue to bed. Hope that we can find more win win common ground at the AAC and AA meetings and all go to the Board of Supervisor's meeting to support approval of this Lease Agreement.

[REDACTED]
On 2/11/2021 8:41 AM, Turner, Kip wrote:

> Good morning [REDACTED],

>

> Thank you for allowing us an opportunity to help clarify or respond to your questions and/or concerns regarding the new lease. Some of your questions had already filtered in from other hangar owners as well which has led to us taking a deeper look into those we felt we could.

>

> In regards to your first question, concerning an appeals process, we have addressed our position on this matter in many different discussions so unfortunately don't have another answer to provide on this one.

>

> Concerning your second question, that question came in to us from a couple other hangar owners over the past few days so I took another look at our potential options on that concern and as a result, have reduced the amount from \$1,000,000 to \$500,000 per occurrence in section 19c. The only item that had come to our attention by other tenants in 19h was a concern of the language stating "may constitute grounds for immediate termination" which I have proposed new language to include prior to that statement "within 30 days upon request or change of insurance". This seemed to meet the expectations of those prior comments received earlier from other hangar owners so hope this covers whatever concern you had with this section as well.

>

> In your third question regarding painting of the hangars, this too had already been a question submitted to us from other hangar owners which led to an edit of removing the requirement altogether of stating a period of time to paint the hangar. Sounds like we've addressed two of the three remaining concerns you have illustrated.

>

> Let me know if you have any further questions or concerns that we can help clarify or consider.

>

> Thank you,

>

> Kip

>

>

>

>

>

> -----Original Message-----

> **From:** [REDACTED]
> **Sent:** Wednesday, February 10, 2021 11:47 AM
> **To:** Turner, Kip <Kip.Turner@ventura.org>
> **Subject:** Further discussion for the draft lease.

- >
- > Kip
- >
- > The revised proposed lease agreement is an improvement in some areas but creates a concern in others which should be discussed in the virtual meeting.
- > 1. The proposed Lease Agreement does not provide any type of an appeals process should a tenants disagrees or believes to being improperly treated/discriminated against by the County. Not including some sort of a provision in the lease will certainly create a polarization between the hangar tenants and the DoA.
- > 2 INSURANCE Par.19 c) and h.) Comprehensive Automobile Liability a
- > 1,000,000 policy. *This is a non standard insurance policy and the insurance companies are not likely to name the County and DoA as additionally insured. *Standard policies are \$500,000. * I am not aware that other County airport tenants are required to carry this this special insurance.
- > * State law requires automobile insurance which should be sufficient.
- > 3. Par. 25. requires private hangar owners to paint the hangar every 8 years is unreasonable. * Many of our hangars are painted with an enamel paint which last far longer than 8 years.
- > * It appears that many County hangars on the airports have not been painted in far more than 8 years.
- > * Better wording in the lease would be "as needed"
- > [REDACTED]
- >
- >
- >

[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 16, 2021 9:42 AM
To: [REDACTED]
Subject: RE: Airport Vehicle Access

Good morning [REDACTED],

Thank you for your feedback and suggestions. We will look further into this request and see if your suggestions can be considered or accommodated.

Kip

From: [REDACTED]
Sent: Friday, February 12, 2021 8:16 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Airport Vehicle Access

Good morning, Kip -

I was thinking about the discussion yesterday concerning vehicle access to the airport. I'm wondering whether there can be some sort of "accommodation" for situations where a vehicle driven by someone who has passed the driving test needs one-time access to the airport. For example, what if someone rents a U-Haul van to make a one-time delivery of something to their hangar (equipment, tools, etc.)? If that person has passed the driving test, it seems to me that they should be allowed to drive that van from the gate to their hangar, and back to the gate to exit the airport grounds. After all, the driver has already passed the driving test, and presumably knows the rules for driving at the airport. Perhaps in that situation, the Department of Airports should consider issuing a one-day pass (either hang-tag or something to be placed on the dash) so that the qualified driver can drive the van on the airport grounds for that day only.

Taking this a step further...what happens if someone is having a freight delivery company deliver something to their hangar (e.g., large crates for an aircraft to be constructed at the airport)? In this situation, would it be possible for someone in Airport Operations to meet the delivery truck at a gate near the intended hangar, escort the truck to the hangar, wait for the delivery to be unloaded, and then escort the truck back to the gate and off the airport premises?

I'd appreciate it if you and your team would give these (and similar) issues some thought if this hasn't been considered already.

Thanks very much!

[REDACTED]

[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 16, 2021 11:12 AM
To: [REDACTED]
Subject: RE: Private Hangar Vehicle Insurance

Good morning [REDACTED]

Thank you for the opportunity to address your questions and concerns regarding the new lease agreement.

We have further reviewed section 19c and have decided to remove that section altogether from the lease agreement at this time. I believe this may alleviate the concerns you had with that particular section.

Thanks again for your feedback and the opportunity to work with you!

Kip

-----Original Message-----

From: [REDACTED]
Sent: Thursday, February 11, 2021 12:51 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Private Hangar Vehicle Insurance

Kip,

The question I had from this mornings zoom (mic was not working, sorry) is related to vehicle insurance:

USAA is my Insurance company with the following:

Part A - Liability

Bodily Injury EA Per 100,000

EA Acc 300,00

Property Damage EA Acc 100,000

So what would have to change to meet the \$500K requirement?

Thanks

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Tuesday, February 16, 2021 11:32 AM
To: Turner, Kip
Subject: Re: Private Hangar Owners Lease

Absolutely, will do.

-----Original Message-----

From: Turner, Kip <Kip.Turner@ventura.org>
To: [REDACTED]
Sent: Tue, Feb 16, 2021 11:55 am
Subject: RE: Private Hangar Owners Lease

Good morning [REDACTED],

Thank you for your comments and concerns. Please let me know if you have any further questions and or concerns that you would like for us to consider.

Kip

From: [REDACTED]
Sent: Friday, February 12, 2021 7:19 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Private Hangar Owners Lease

Hello Kip,

I want to thank you and your staff for doing a great job on the Private Hangar Owners Lease. But, with that said, you may want to consider postponing submission to the Board of Supervisors for a short period of time due to conflicts in the Brown Act and Newsom's latest Executive Order that could possibly overturn the BOS vote.

Governor Newsom Issues New Executive Order N-25-20 Further Enhancing State and Local Government's Ability to Respond to COVID-19 Pandemic.

"Governor Newsom and state public health officials announced that **gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person.**"

The Brown Act specifically prohibits members of legislative bodies of local agencies from using the **telephone, email, or other electronic communications to make group decisions without holding formal meetings** (thereby circumventing the public right of access).

Under existing laws, public meetings may occur electronically, outside the physical presence of the public, **only if the emergency is the subject of the meeting. Otherwise, the public body must provide an accessible physical location, even if only one person is present.**

Hope this is helpful and thank you again for all your efforts.

[REDACTED]

California. Gov. Gavin Newsom in part authorized public bodies to meet via teleconference and to make such meetings accessible by telephone or otherwise electronically to anyone seeking to attend or address the body.

[REDACTED]

From: [REDACTED]
Sent: Tuesday, February 16, 2021 11:51 AM
To: Turner, Kip
Subject: Re: Private Hangar Ground Lease Agreement

Thanks for the update!

[REDACTED]

On Feb 16, 2021, at 10:59, Turner, Kip <Kip.Turner@ventura.org> wrote:

[REDACTED]

As a follow up, we have further reviewed item 19c and have removed the item altogether from the lease agreement.

Thank you again for your feedback and allowing us an opportunity to address your questions and/or concerns.

Kip

From: [REDACTED]
Sent: Wednesday, February 10, 2021 12:42 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Thank you for your reply. I appreciate your time.

Best of luck with your efforts.

[REDACTED]

On Feb 10, 2021, at 10:56, Turner, Kip <Kip.Turner@ventura.org> wrote:

Good morning [REDACTED] and thank you again for letting us have an opportunity to respond to your questions and/or concerns related to the new lease.

Please see the following responses to the two questions you have raised thus far. We will look forward to answering any further questions you send our way as well.

- Regarding your first question pertaining to section 19c "Comprehensive Automobile Liability Policy", and more specifically your question as to the amount required as currently stated in that section (\$1,000,000 per occurrence), this amount is a similar amount that reflects other airport automobile liability policy requirements that we referred to as an example of a fair and competitive amount to require for this section. However, as you have noted, it is obviously not the same requirements at all airports and seldom have I seen any consistency nationwide on exact policies for these type things. Therefore we do the best we can to ensure we remain competitive and still ensure we are covering all of our patrons needs on the airfield. I'm guessing that the general thought for this amount was to ensure that vehicle accidents within the AOA can properly compensate the damage done to very expensive aircraft that operate in that same area. As you are probably aware, we have numerous private aircraft that range well over one million dollars in value parked and operating on our ramps and in our movement areas.

Vehicles in a busy AOA are not the ideal compliment to that area to begin with, and given the vast amount of aircraft, tenants, and automobiles currently operating in the AOA at both Ventura County airports, this is a recipe that could easily spell disaster, and even more so if not properly managed. We have had numerous vehicle incidents over the years including several recently to include a golf cart running into a private jet and causing extensive damage. You can only imagine I'm sure that a policy like this would be appropriate for such damage on these type aircraft.

The ideal scenario would be that automobiles be parked and operated outside of the AOA however Ventura County Airports does allow vehicles to operate and be parked within the AOA at this time. With this privilege however comes responsibility to ensure that driver training is completed and if any damage is done in the AOA by motor vehicles, that it is properly compensated to the appropriate party. An alternative solution would be to not operate your vehicle in the AOA but rather park outside of the AOA instead which would not require you to hold any additional insurance coverage other than of course what is required by the state for operating a motor vehicle on public streets.

However, I appreciate your concern and conducted further study on this particular item and feel we have some room to reconsider the total amount per occurrence at this time. The current Rent and Fee Schedule as adopted and approved by the County Board of Supervisors annually for establishing Airport fees and rate policy, has references that currently are listed at \$500,000 per occurrence. Therefore, I will propose in this lease that we reduce the amount on this item (section 19c) from \$1,000,000 to \$500,000 per

occurrence. Thanks again for pointing out the concern you had with this item.

- In regards to your second question of the county developing it's own standards for determining airworthiness, that is simply not the case. As the lease agreement illustrates in section 8, where it states "the Aircraft must be considered active or airworthy as defined or referenced by the FAA", that means that the County will accept an airworthiness certificate or anything similar that the FAA accepts as proof of the aircraft being airworthy.
- Finally, In regards to your concerns as to how much you fly the aircraft, the County does not monitor your activity as to the number of flights you or your aircraft make, so that is not an issue either.

I hope this helps clear up some of the questions or concerns you have and further hope that you will send any additional questions or concerns you may have our way so we can provide clarity as needed to assist with those as well.

Thanks again for reaching out and providing us an opportunity to answer your questions.

Kip

From: [REDACTED]
Sent: Tuesday, February 9, 2021 6:22 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Thanks Kip.

My main concern is paragraph 19c. One Million Dollars Liability coverage? What possible justification could there be for this amount? Honestly Kip, this is so far beyond my ability to comprehend it I don't know where to begin. How can the county arbitrarily assign such a requirement? If the automobile is properly registered, it is insured and meets the requirements of the State of California. I fail to see the justification. I own six automobiles licensed, registered and insured in the state of California two of which are parked in tie downs I maintain at two municipal airports in this state. Los Angeles and San Luis Obispo counties have no such requirements beyond the states minima. I can't fathom what my premium increase would be.

Another concern of mine is the county developing their own standards for determining airworthiness. If the aircraft is registered and holds a airworthiness certificate it's airworthy. I understand unused and underutilized aircraft could be a issue for county owned hangars but I fail to see how this applies to aircraft in privately owned hangars. I keep a airworthy, vintage aircraft in my Oxnard hangar that I fly occasionally, I hope you're not attempting to mandate how much I fly that particular airplane.

Kip, these are just a couple of items. There are a few more for another time., I am well versed in the FAA advisory circular regarding airport storage hangars, one of our family business was a large airport hangar complex, and I have owned a FBO in the past. As a active pilot and flight instructor (I fly around 80 to 100 hours per month) and owner of three personal aircraft (and a Oxnard resident) I would like to offer up some realistic insight to these and other issues.

Thanks again. I look forward to hearing from you.

[REDACTED]

On Feb 9, 2021, at 11:38, Turner, Kip <Kip.Turner@ventura.org> wrote:

[REDACTED]

Thank you for reaching out and allowing me an opportunity to help address your concerns or questions regarding the lease. I will definitely find a way to work with you individually as needed. My first ask is that you send me your concerns in an e-mail so that I can properly prepare a response to those concerns and/or questions. If you feel that we need to further discuss after that, we will make it happen.

As a point of note, there will also be other opportunities to discuss the lease in public settings such as both of the upcoming advisory bodies meetings (Airport Commission and Airport Authorities) during the regularly scheduled meetings for March.

Thanks again for the opportunity to answer your questions and I will look forward to doing so once received. We can determine after that if a call is still warranted.

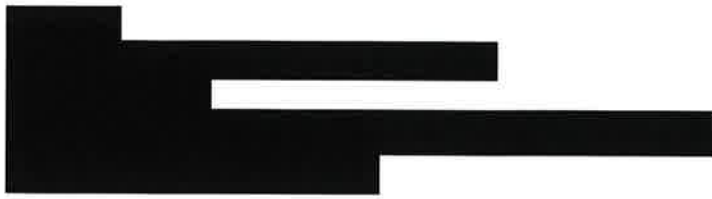
Kip

From: [REDACTED]
Sent: Tuesday, February 9, 2021 11:09 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Private Hangar Ground Lease Agreement

Kip,

Thanks for allowing a review of this document. As a Hangar Owner (OXR), active pilot, and a county resident (I live in Oxnard). I have several concerns regarding this proposed lease. Your meeting time and date for comment is not within a time period that works for me. Would you be available for a one on one phone call sometime before 2/11? I think I could cover my concerns in 10 min....

Thanks,



On Feb 1, 2021, at 11:23, Turner, Kip
<Kip.Turner@ventura.org> wrote:

Good morning,

Attached is the revised Private Hangar Ground Lease Agreement. This item was last discussed in early March of 2020 (pre-COVID) with the airport advisory groups (Airport Commission and Authorities). During those discussions, the Airport Authorities requested that the Department of Airports (DOA) further review and consider six particular sections of the lease. This effort was undertaken right away however with the COVID pandemic bringing new challenges to our county, this item was deferred until there was an established virtual platform in place to continue receiving public input and participation.

This item is scheduled to return to the airport advisory bodies in the regularly scheduled March, 2021 meetings and then ultimately to the County Board of Supervisors for final review and approval. Additional clarifying edits have been incorporated throughout to provide better understanding of some of the sections and to hopefully help resolve other concerns previously noted. This draft lease incorporates generous consideration to the current private hangar owners.

I am inviting those that may be interested in further discussing this draft with myself and

the Department of Airports to a virtual meeting on Thursday, February 11th at 9:30 AM. A calendar invite will be sent to anyone expressing interest to join in or participate. Of course, your participation is always welcomed at both of our regularly scheduled monthly advisory group meetings of the Airport Commission and the Airport Authorities as well.

Thank you in advance for your comments and most of all, thank you for working with us as we continue moving forward in this process. Please direct your comments concerning the draft lease to me directly via e-mail and for those interested in participating on February 11th, please send an e-mail to Ana Castro. Both e-mails are noted below.

Kip.turner@ventura.org

Ana.castro@ventura.org

Kip Turner
Director of Airports
Ventura County Department of Airports
<Private Hangar Ground Lease Agreement 2-1-2021.pdf>

[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 16, 2021 4:05 PM
To: [REDACTED]
Subject: RE: Hangar Leases

Thanks again [REDACTED] for your comments. These will be considered as this item is further reviewed.

Kip

From: [REDACTED]
Sent: Friday, February 12, 2021 11:32 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Hangar Leases

Hello Kip:

Sorry I missed the zoom meeting yesterday. Unfortunately something came up for work that I could not miss.

I do have one comment that I think is the biggest stumbling block with the current hangar owners. The lease has a number of provisions that give the county the right to terminate the lease in the event of a tenant's default. I think many hangar owners are worried that the county could invoke those various provisions and lock a hangar owner out of their hangar and/or evict them without any independent review.

I have no experience with evictions but it is my understanding that California Civil Code Section 1161(3) requires any landlord to serve upon a tenant a 3 day notice to cure a default and if the tenant cures the default within the 3 days the lease cannot be forfeited. Do you know if the county intends to follow CCP 1161(3) in the event of a tenant's default and give the tenant 3 days to cure a default prior to locking them out and/or terminating the lease?

If the tenants knew that CCP 1161(3) would be followed I bet most of the objections to the termination provisions would go away and getting a new lease in place could be expedited much easier and faster. Even better, could a clause incorporating the provisions of CCP1161(3) be added to the lease so tenants know that they won't be evicted due to an inadvertent and curable default. For reference I am copying its provisions below (emphasis added).

CCP 1161

3. When he or she continues in possession, in person or by subtenant, after a neglect or failure to perform other conditions or covenants of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than the one for the payment of rent, and three days' notice, excluding Saturdays and Sundays and other judicial holidays, in writing, requiring the performance of such conditions or covenants, or the possession of the property, shall have been served upon him or her, and if there is a subtenant in actual occupation of the premises, also, upon the subtenant. Within three days, excluding Saturdays and Sundays and other judicial holidays, after the service of the notice, the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform the conditions or covenants of the lease or pay the stipulated rent, as the case may be, and thereby save the lease from forfeiture; provided, if the conditions and covenants of the lease, violated by the lessee, cannot afterward be performed, then no notice, as last prescribed herein, need be given to the lessee or his or her subtenant, demanding the performance of the violated conditions or covenants of the lease.

Looking forward to hearing from you. Thanks!



[REDACTED]

From: Turner, Kip
Sent: Tuesday, February 16, 2021 4:28 PM
To: [REDACTED]
Subject: RE: More Auto Questions

Wow! Incredible pics! Thanks for sharing!

I'm glad we solved most of your concerns, unfortunately however I don't see another way around the stickers for the vehicles. Need to make sure the vehicles are registered with proper insurance and owned by the hangar owners, a hang tag would be too easy to move to vehicles that were not registered, or may be owned by others. We'll provide as many vehicle stickers as you apply for however for vehicles in your name as long as you don't exceed the number allowed inside the AOA at any particular time as provided for in the lease agreement.

Thanks again [REDACTED] for your feedback and for the pics! Would love to hear more about your journey someday.

Kip

From: [REDACTED]
Sent: Tuesday, February 16, 2021 4:08 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: RE: More Auto Questions

Thanks for the good news! For me the only item left would be to figure out a way to ensure I don't get into trouble if I am not driving my regular vehicle while at the airport. I am happy to provide a list of all my license plates for all my cars and put stickers on each of them which will cover 99% of my travels on the airport. My concern is just to avoid a violation if I was driving an occasional rental car or a passenger's car to my hangar.

I would not give up on initially trying hanging placards like handicap placards that could hang from the rear view mirror of whatever car an authorized tenant is driving. I am not sure how a hanging placard frustrates the security goals (I know someone might steal one but stickers can be peeled off and stolen too, and I doubt anyone would jeopardize their hangar by loaning it out to someone) but I'll watch the recent video for that discussion. If in practice that didn't work well then something else could be tried but it might be good for a trial. Probably 5 years ago and before you came to CMA someone was running car exhibitions on the displaced runway 26 and hundreds of spectators were driving all over the east end and it was uncontrolled and dangerous. So I do see the need and benefits of controlling access to the airport to only authorized and trained persons.

If you ever have a chance to fly a plane from Europe jump on it. The insurance and paperwork was very difficult in 2018 and probably impossible now but it was a trip of a lifetime. Another photo is attached descending into Narsarsuaq Greenland. You can barely see the runway in the middle of the picture just before the body of water. The field is BGBW which was originally a secret military strip to shuttle planes to Europe during WWII. But prepare yourself for \$12 per gallon 100LL. My fuel bill, landing fee, and customs processing was \$2,400 but well worth it.



[REDACTED]

From: Turner, Kip [<mailto:Kip.Turner@ventura.org>]
Sent: Tuesday, February 16, 2021 10:48 AM
To: [REDACTED]
Subject: RE: More Auto Questions

Good morning [REDACTED],

Thank you for your e-mails and continued feedback. We are working hard to consider and address all feedback and communications and appreciate your time and thoughts. It sounds like you had a great experience flying your airplane back from England, something most folks only get to dream about! I'm sure it's an exciting story and hope to hear more about it one day.

We have further reviewed the automobile insurance issue and have decided to remove that particular requirement from the lease agreement altogether at this time. In regards to the need to have a vehicle registered with the Department of Airports by the hangar owner including required driver training, and include a sticker illustrating such registration, that is important for several reasons as discussed in our virtual hangar owners meeting last Thursday. It may require added planning for things like what you mentioned, however it will help eliminate many of the other security and safety concerns that currently exist overall with the hundreds of tenants that operate on our airports today.

Thank you again for your feedback and allowing me an opportunity to respond to your questions and concerns. I'm glad we were able to consider and revise the issue on the automobile insurance to this is no longer a concern for you.

Kip

From: [REDACTED]
Sent: Tuesday, February 16, 2021 8:53 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: More Auto Questions

Hello Kip:

Sorry to bombard you with emails but I thought of something else relating to vehicles.

A little background on me. I have had a hangar at the Camarillo airport now since 2007 and just surpassed 1,000 flight hours. I bought my current plane in London England and am one of the lucky few to have flown my own plane over the North Atlantic. Attached is a photo on short final landing at Narsarsuaq Greenland on the way home. Suffice it to say there isn't anything I love doing more than flying and I feel so lucky to have a plane and hangar based at Camarillo where I can go flying almost whenever I want. If I lost that privilege I am not sure what I could do to replace it.

One of the most enjoyable things I do is take friends and relatives on trips in my plane. I usually go to the airport first and get the plane ready and park my car inside my hangar. When my passengers arrive I jog to the gate and drive their car to my hangar where we transfer their luggage to my plane and then I park their car inside my hangar with my car for the duration of the trip. I know there is a one car limit to store cars in hangars but I never considered temporary parking of two cars in my hangar while flying the plane with friends on a trip impermissible "storage" but if I am wrong let me know.

All of my passengers' cars are registered, well insured, and driven by me inside the airport gates while I have a valid gate pass and authorization to drive on the airport. In the past 14 years I have never had an incident and if anything did happen it would have been covered by not only my insurance but also that of the vehicle owner. I really cannot imagine any appreciable risk to airport security by doing this.

It is my understanding that the airport wants to institute a new rule that only cars that have been preapproved with \$500,000 of property damage insurance coverage (100 times the California Vehicle Code requirement and not offered by any of the insurance companies I have contacted) and given an airport authorization sticker will be allowed to drive on airport property. If so, then I won't be able to drive my passengers' car to my plane to transfer luggage and store their vehicle in my hangar for the duration of the trip. And I don't see many alternatives.

I suppose I could transfer their luggage to my car in the Western Cardinal parking lot and then drive them to my plane, but then their vehicle has to be parked in the outside parking lot. Maybe I am wrong but I think there is a 72 hour limit and many of my trips are much longer than that (my last fun trip lasted 2 weeks with 10 flights and we went as far east as Charlotte North Carolina). Most likely their car would be towed and they would retrieve it from the tow yard when we return which is usually after hours which means a taxi to their home and then a drive to the tow yard when it opens in the morning. Even if long term parking is offered it is very unsecure and unsafe and subject to vandalism. One time my car broke down in the late evening on Pleasant Valley Road on my way to the airport. I called Uber to get home and a tow truck to take my car to the repair shop and by the time they got there early the next morning someone had already broken a window and stole everything from the passenger compartment.

Again I totally understand the need for airport security. But the next best thing to having a hangar to store a plane while not in use is to park cars in a secure and safe place while away on a trip. I just don't see any benefit to prohibiting this and it really takes away from the fun of flying.

I do think the existing rule of requiring all vehicles to be properly registered and insured (with property damage limits in amounts higher than normally required but still offered by all major insurance companies) and driven only by a person with an active gate card and permission to drive inside the airport fence provides the needed security and still allows legitimate use of hangars to park cars while out on trips. Taking that away from us with no real addition to airport security just doesn't seem to make much common sense to me.

Let me know what you think and hopefully this is something the airport will consider so we can enjoy flying as much as possible.



[REDACTED]

From: Turner, Kip
Sent: Monday, February 22, 2021 9:00 AM
To: [REDACTED]
Subject: RE: Future Vehicle Stickers

Good morning [REDACTED],

Thanks again for providing us the opportunity to respond to your questions and concerns concerning the lease agreement.

In regards to your follow up comments received concerning motor vehicle insurance, after further review of this item I am proposing that we remove section 19 c "Comprehensive Automobile Liability Policy" altogether from the lease agreement at this time.

Thank you for your comments concerning security. The Airports Ops personnel are continuously checking for anyone that is not supposed to be in the AOA. One of the biggest issues they currently have in that effort is the lack of a process in that approved vehicles and their rightful owners are properly illustrated as such when they enter into the AOA. The motor vehicle sticker that we are putting into practice is an effort to assist in that area to then better allow our Ops officers the ability to distinguish between those vehicles that are supposed to be in the AOA vs. those that are not. The Ops staff do fine or remove those they are able to determine are not allowed in the AOA. We are working on and will offer other options such as a parking lot with pedestrian access to anyone that may need it at both airports.

Thanks again,

Kip

From: [REDACTED]
Sent: Thursday, February 18, 2021 12:45 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Re: Future Vehicle Stickers

On Feb 16, 2021, at 4:01 PM, Turner, Kip <Kip.Turner@ventura.org> wrote:

Good afternoon [REDACTED],

Thank you for the opportunity to respond to your questions and concerns regarding the new lease agreement.

Concerning your first question below, I will need to follow up with you a little later on concerning the use of bicycles in the AOA. Busy AOA's such as ours at both CMA and OXR are not safe environments for a bicycle but will give your request further consideration.

I am trying to understand how a bicycle is more unsafe than walking, a golf car, or automobile. How about my wheel chair? If we think outside the box and the Airport Commission was concerned about controlling "unsafe bicycles" and wheelchairs - within the AOA - it would be really easy to paint bicycle lanes within the AOA as goodwill gesture. Wouldn't it be worth a few gallons of paint if you are protecting our citizens??

Concerning your second question, all vehicles operated within the AOA will require a vehicle sticker which will be provided once a vehicle is registered with the department of airports by the owner of the hangar and the required insurance documentation is provided as noted in the lease agreement, and of course for the hangar owner to have completed driver training.

I have completed the driver training every time it is offered. Until I have exact requirements for insurance I won't know if there is an issue. \$500,000. Seems doable. I think where all governmental authority has a fault is, they all have laws on the books that regulate but as a government they refuse to enforce them so they add more rules. Case in point - Current rules state that the hangar owner "Is Responsible" for anyone that they let on airport and must be escorted. NO ONE OF AUTHORITY IS CHECKING!!! So people have gate cards and are on the airport that should not be. You need to fine or evict the folks that are breaking the rules not the one that follow them.

I somewhat agree with airport stickers but what contingency will you have if I drive the wrong car and need access will there be secure "Walkin Gate" access and secure parking for my vehicle? Will there be an avenue to acquire stickers with my Fleet policy most any time?? I travel a lot for work and KOXR is just one of my stops along the way. Seems like you guys are making it really hard to do business.

There are hundreds of tenants inside the AOA at both airports thereby creating certain security and safety concerns that require added efforts as we continue growing.

Thank you again for comments and questions.

Kip

From: [REDACTED]
Sent: Friday, February 12, 2021 10:02 AM
To: AirportInfo <AirportInfo@ventura.org>
Cc: Turner, Kip <Kip.Turner@ventura.org>
Subject: Future Vehicle Stickers

Airport Folks;

I was at the virtual meeting yesterday.

I know you talked a lot about what could and couldn't be driven on the airport. I have a couple of questions for your consideration moving toward the Vehicle sticker program.

1) I ride a bicycle from my hangar to the bathrooms regularly since it is a distance that I don't want to walk. Is that against the rules?? Can I use my bicycle for that?

2) I am the owner of multiple vehicle dealerships, both in and outside of California. I have a personal vehicle in my hangar that I use occasionally. Most of the time when I access the Airport(KOXR) I'm in a company vehicle, whether it's a car, Pick-up, Box Van, or motorcycle. I do send the airport a copy of my insurance each year. It does happen to be \$1,000,000. Liability Coverage with an umbrella. My question is - What's the easiest way to meet the airport sticker requirements without having to stop at the KOXR office each time I want to drive onto the airport?? I won't have all the issues like everyone else with wife, kids, or friends wanting access since I don't have any of them.

Don't need an answer today - just working toward a solution before it become a problem. A hang tag could be part of a solution but what about Motorcycles where would that sticker be placed? I know I'm probably the only person with this question but please put some thought into what would be fair for all.

I do have additional Hangars at Aqua Dulce [REDACTED], Woodring Regional [REDACTED], and a Restricted Private field [REDACTED] and their requirement is to have them as a loss payee on the "Accord" liability limits

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declaration just like the 30 or so other business entities I deal with. No other driving restrictions are required. I'm not bitching just trying to keep my life as easy as possible. No sense working harder than we have to.

Please let me know your thoughts.



<Image001.jpg>



[REDACTED]

From: Turner, Kip
Sent: Monday, February 22, 2021 11:51 AM
To: [REDACTED]
Subject: RE: Last Comment

Thanks [REDACTED]

For added clarity, the lease agreement states that "if the Hangar's interior floor space **exceeds** 1,500 square feet, one golf cart and up to two other Motor Vehicles". This is how this is stated in the last version that I sent out to tenants on February 1, 2021 which you responded to with comments.

If your existing hangar does not exceed the size of 1,500 sq. ft. of interior floor space, you would be restricted to one vehicle and one golf cart. If it exceeds that amount, you could have two vehicles and one golf cart.

Please note in regards to your statement about expanding Port-a-Port hangars that any and all modifications to ANY hangar first require permission from the Department of Airports and if granted, will require you to first obtain the proper permits as per County and/or City requirements for modifying an existing building or structure within the County or City. There have been some issues of recent where folks were attempting to modify their hangars without these permits and permission and had to revert back to their original condition as the permits were not able to be obtained. I wouldn't want to see that happen to you or anyone else for that matter so wanted to be sure you were aware of those requirements before attempting to modify your hangar.

Hope this helps,

Kip

From: [REDACTED]
Sent: Monday, February 22, 2021 10:37 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: RE: Last Comment

Hi Kip,

I did not realize that 2 cars can be stored in a 1,500 square foot hangar. I was reading the hangar lease posted on the website and paragraph 10 limits vehicle storage to 1 car per 1,500 square feet. Can you let me know where the latest version is that allows 2 cars per 1,500 square feet (and I suggest uploading revisions to the proposed lease to the website as changes are made so we won't have to keep bugging you with emails). I am pretty sure my existing hangar is 1,500 square feet and being able to park 2 cars will meet my needs. If it is not 1,500 square feet Port-a-Port makes a kit to expand the rear corners of my t-hangar which will bring me up above that size (after airport approval of course). Thanks!

[REDACTED]

From: Turner, Kip [<mailto:Kip.Turner@ventura.org>]
Sent: Monday, February 22, 2021 8:37 AM
To: [REDACTED]
Subject: RE: Last Comment

Good morning [REDACTED]

Thanks again for providing us an opportunity to answer your questions or address your concerns with the lease agreement.

Regarding your question below concerning motor vehicle storage, it states in section 10 that "if the Hangar's interior floor space exceeds 1,500 square feet, one golf cart and up to two other Motor Vehicles" can be stored in your hangar. Therefore, if your hangar exceeds 1,500 sq. ft. in floor space, which as per your e-mail below sounds like it may, then you would be allowed up to two vehicles and a golf cart.

Concerning your question as to other vehicles when traveling or etc., unfortunately the above would be limit whether they be considered temporary or permanent storage.

Hope this helps further alleviate some of your concerns.

Thanks again,

Kip

From: [REDACTED]
Sent: Wednesday, February 17, 2021 9:46 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: Last Comment

Good Morning Kip:

I noticed that approval of the ground lease for privately owned hangars is scheduled for hearing by the County Board of Supervisors on March 23, 2021 so I carefully read the entire lease last night.

Everything now looks quite good to me with one clarification of paragraph 10 governing vehicle storage. The proposed lease authorizes the storage of one vehicle for each 1,500 square feet of hangar space. My hangar is not 3,000 square feet so I am limited to storing 1 car. I just want to clarify the term "storage" vs temporary parking of cars inside the hangar when the plane is being used for flight and/or travel.

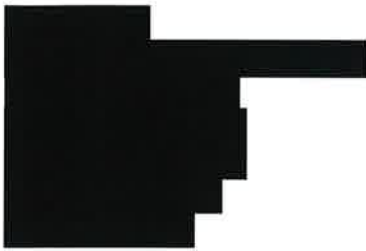
Many times when I go flying with my wife I go to the airport early and pull the plane out and get it ready for flight. My wife often drives separately and joins me when I am done with the pre-flight and ready to depart. All cars are registered, insured, and driven by me or under my direct supervision with an authorized gate pass as required by all California laws and Ventura County Ordinances related to vehicle operation on the airport. We have always parked both cars inside the hangar while using the plane and both cars are then removed when we return. Some of our trips last several weeks and there is no place on the airport that I am aware of that has safe and secure long term parking. I think the intention of paragraph 10 is to prevent a hangar owner from using the hangar for long term permanent storage of cars that could restrict the use of the hangar primarily for aircraft storage. I can't imagine a reason to restrict the use of the hangar for temporary vehicle parking for the crew and passengers while the plane is being used for flying or travel.

Would it be possible to add a provision like the following to paragraph 10:

"The Lessee may temporarily park additional crew and passenger vehicles inside the hangar while using the Aircraft for flight or travel provided the additional crew and passenger cars are promptly removed from the hangar upon completion of the flight. In no event shall such vehicles be stored inside the hangar with the Aircraft or stored in the Hangar while the plane is not being used for flight or travel. All crew and passenger vehicles shall be operated in strict compliance with all California laws and Ventura County Ordinances governing vehicular travel on the Airport, including but not necessarily limited to being currently registered, insured, and operated only by or under the supervision of a person authorized by the Department of Airports to operate vehicles on the Airport."

Forbidding temporary parking inside my hangar of crew and passenger cars that meet all of the state and county laws adds no security enhancements and destroys much of the utility of my airplane and hangar for travel.

If we can get this one last issue resolved I am 100% happy with the agreement and ready to sign. Let me know what you think. Thanks!



From:
Sent:
Subject:

Wednesday, February 24, 2021 2:42 PM
COHOTA lease

I agree with this letter from COHOTA in every respect. We hangar owners deserve our constitutional rights as much as does any US citizen. Please do not allow this injustice to prevail, and modify the pending lease accordingly.

Thank you.

When we were young, we were taught that in America, a person accused of a crime is innocent until proven guilty by a jury of their peers, and that the Constitution guaranteed the right to a fair trial before someone was branded a criminal and punished. The Constitution calls this "Due Process." It's the American Way!

Sadly, the Ventura County Department of Airports (which is an agency of Ventura County government) seems to have forgotten (or is intentionally ignoring) these ideals, because it has decided that its staff can determine whether you have committed a crime, (or attempted or even threatened to commit a crime), and if the Department of Airports makes that determination, your lease can be terminated, and you could lose your hangar lease without any sort of criminal hearing or due process. Here is language from the latest ground lease draft that was submitted by the Department of Airports.

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

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

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

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

As you can see, under the terms of this Department of Airports lease provision, your lease can be terminated if someone in the Department of Airports (not a Judge or Jury) determines that you have committed a crime, or have threatened or attempted to commit a crime, even if you are later exonerated of the accusation when you finally do get your day in Court in front of a Judge and Jury!

Think about that language for a moment, and the power that the Department of Airports is seeking in this lease. Under this lease, you would be denied the following rights and lose your hangar lease:

- No investigation by a qualified investigator such as a police officer or deputy from the Ventura County Sheriff's Department. Instead, a Department of Airports employee investigates your alleged criminal misconduct.
- No arraignment in court where you are formally informed of the charges against you.
- No opportunity to see the evidence that the government possesses to support its accusation that you have committed a crime, and no opportunity to challenge that evidence.
- No opportunity to hire a criminal attorney to represent you and present a defense.
- No opportunity to challenge the sufficiency of the allegations to determine if you will be tried on the alleged crime.
- No trial before a Criminal Court Judge and a jury of your peers, with no opportunity to confront the witnesses against you in open Court.

What the Department of Airports is saying, in essence, is that in order to lease a space for your privately-owned hangar at the Camarillo and Oxnard Airports, you have to agree to give up your Constitutional right of due process. Can you think of any other government agency that has ever required citizens to give up their Constitutional rights in order to obtain a public service, one for which the County is charging you? This language in the lease is unjust, unAmerican, and we believe, unConstitutional.

In addition, there's another huge problem with the language the Department of Airports has put in the lease. Subsection (d), above, states that your lease can be terminated if you "fail to comply with a lawful instruction of any Department of Airports employee or agent." And yet, despite the lease saying elsewhere that you have 30 days to cure problems under the lease, this provision gives the Department of Airports staff the unfettered right to terminate your lease if they determine that you "failed to follow a lawful instruction." For example, if the Department orders you to paint your hangar within 24 hours, that's a lawful instruction with which most hangar owners would not be able to comply. Another example would be an instruction to pressure wash the floor of your hangar within 24 hours. That, too, would be a lawful instruction, but most hangar owners would not be able to comply within 24 hours. So, what happens if you are unable to comply with lawful, but unreasonable instructions by the Department of Airports? You guessed it. You are at risk of having your lease immediately terminated for the failure to comply with subsection (d).

The Department of Airports has repeatedly said it welcomes private hangar tenants, and the income from their lease payments. But ask yourself this question – *Why don't the big FBOs like Air 7, Sun Air and others have similar provisions in their leases where the Department of Airports can terminate a lease based on a staffer's belief (reasonable or otherwise) that a crime may have been committed?* Some people have suggested that the Department of Airports will look for every opportunity to terminate your private hangar lease if it suits the Department's agenda.

Whatever the Department of Airport's intentions may be, it is clear that their actions are discriminatory. They are adding requirements and conditions to the leases for the private hangar owners (the "little folks") that are not included in the leases for other, larger, airport tenants (the "big guys"). This is a violation of the FAA's Grant Assurance against discrimination, which states that the Department of Airports:

"...will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities..."

COHOTA has repeatedly attempted to negotiate with the Department of Airports and its attorney in the County Counsel's office to create a fair lease with a fair termination procedure, with due process guaranteed, but the Department of Airports has been unwilling to work with us (other than a couple of *pro forma* meetings in 2019), even though they were directed to do so by the Airport Authority. We know that elected officials in Ventura County believe in the presumption of innocence and due process, but the Department of Airports, as shown by their proposals, seems to believe it can impose lease terms that do not meet due process standards.

Finally, COHOTA has been asking for years that the County agree to a mediation provision in the lease, but the Department of Airports has refused to consider it. This means that if the Department of Airports accuses you of a misdeed, or if there is any type of dispute between the hangar owner and the Department of Airports, there will be no opportunity to seek an informal resolution whereby the problem is resolved, and you are not at risk of losing your hangar lease. Instead, the Department of Airports wants to be able to force you into Court, where the County has near-limitless resources to have your lease terminated. Ask [REDACTED] whether he thinks that's a fair process.

If you do not want to give up your right to be presumed innocent until proven guilty in a court of law, if you do not want to give up the right to due process, which is guaranteed in the Constitution, we urge you to make your voices heard now! We need each and every one of you to contact the Director of Airports, Kip Turner and other Ventura County elected officials, and demand that your right to due process be guaranteed in the lease that the Department of Airports is going to force you to sign if you want to keep your hangar on the airport grounds.

[REDACTED]

From: [REDACTED]
Sent: Wednesday, February 24, 2021 3:34 PM
To: Long, Kelly; Turner, Kip; Ramirez, Carmen; LaVere, Matt; Supervisor Huber; Parks, Linda; Bert Perello; Vianey Lopez; Walter Calhoun; William Thomas
Subject: Proposed new private hanger lease for CMA and OXR airports.

To all concerned with the proposed hanger lease:

I am an attorney, having practiced in the Courts of Ventura and Los Angeles since 1977. I have also drafted many real estate leases. I own two aircraft at Camarillo Airport and have paid rent to the County for land leases for many years. I am dismayed that the County has taken on an adversary position with it's tenants in this lease negotiation process. Please consider that the lessees are the same people who work, fly, purchase products, and give this wonderful airport community a reason to exist. We are mostly professional people, doctors, lawyers, first responders, pilots, builders, and other responsible members of the community. The lease document throws in an unusual and unseemly monkey wrench, suggesting that we may be criminal felons, or violent people who need to be dealt with in an unfair, unconstitutional manner.

The parties have worked on a new lease document for a very long time. Certainly, the current draft is better than it was before. That said, the paragraph which relates to default, number 39, gives unilateral rights to the County to terminate without any independent finding of fact or due process. In short, the provision would be used to terminate a long standing tenant lease based only on rumor or speculation. As such, my legal training and experience scream that the language is unconscionable and would be deemed unenforceable by virtually every court in this state. By placing this kind of un-American language in a public document, the County is not acting in good faith. Paragraph 39 is defective, unconstitutional, and ripe for challenge by injunctive relief. and would not be enforceable.

Whatever good motives the County may profess it has to remove bad tenants who default, the remedy drafted in paragraph 39 is extreme. Virtually all leases describe acts which constitute a default. These normal defaults are typically failure to pay rent, damage to the demised premises, failure to provide insurance, creating a public nuisance, etc. Interestingly, this proposed lease does not attempt to usurp the right of the tenant to legally defend those "normal" types of default. So why does the County want to kick the tenant to the curb for an "act" which is never adjudicated or proven? An "act" is not a crime until it is proven. An act of violence may be done in self defense. The County needs to give the lessee, whose checks it cashes month after month an opportunity to explain, to mitigate the punishment, and right the wrong. May I suggest mediation or arbitration, instead of the unilateral termination action proposed by the County. The law "abhors a forfeiture," as any attorney, including County counsel would know. Paragraph 39 contains draconian termination language which would cause a forfeiture of the lease for certain. This can be easily fixed by insertion of a mediation clause. The County might also consider a list of rules and regulations to deter poor conduct by tenants, with a schedule of fines, suspensions, termination of access rights pending a hearing, etc. Again, the County must provide some forum for the person charged with an infraction of a rule to explain. A monthly meeting could handle any such complaints, impose punishment, etc. This is how the world works, and Camarillo and Oxnard airports shouldn't be any different.

The County and the COHOTA representatives are so close in getting a workable document which can last for decades. The default provision will most certainly be challenged by anyone with the means to hire a lawyer. The tenant population which can afford to fly, can likely afford to rise to challenge an unfair eviction. Let's see some reasonable new language which respects the rights of lessor and lessee and provides a forum for ongoing communication. COHOTA has proposed such language, and I would hope the County will give a another look.

Best regards,

[REDACTED]

Attorney at Law

[REDACTED] (call or text)

CONFIDENTIALITY NOTICE:

The information contained herein is intended to be strictly confidential, unless otherwise stated.

[REDACTED]

From: [REDACTED]
Sent: Wednesday, February 24, 2021 4:06 PM
To: Turner, Kip
Subject: Leases

Hello Kip,

We briefly met at a meeting regarding the hanger lease agreement work, but I am sure you don't remember me. I am however a regular at Camarillo airport, either in my own personal hanger or at the CAF working on planes. I am fairly well known by Walt Calhoun and Bill Thomas and regularly work side by side with Mike Hodson.

I cannot conceive of anything, regarding our hanger leases, that would require immediate action towards terminating a lease. It makes absolutely no sense whatsoever. When tempers flare, it's the last thing any of us should want to do. We all know that when cooler heads prevail, viable solutions can and should be worked out. And, if the event is still considered egregious, then, and only then should consideration be made to take further steps. We have all been in situations where knee jerk reactions leave us in an inappropriate position that we can't just take back.

Years ago, a group of us from the museum towed the PBJ/B-25 to the wash rack to remove some wash off paint that had been applied for a movie shoot. This paint was the same type grade school kids use in their art class and has no toxic elements to it at all. Airport security came over and with no explanation or other conversation, told us we weren't allowed to wash our plane and to stop immediately. Because of his lack of tact and inappropriate use of authority, it lead to a situation that never needed to happen. As this was a direct order from an airport official, could this have been used against me regarding my hanger lease? I certainly hope not but I do question whether it could under the proposed language.

The end result was that senior management did confirm that the paint was not dangerous in any way and that we were then allowed to continue. But, unfortunately, a decision was being made by an authority who did not have all of the facts.

Doing something immediately when it's not necessary will only cause problems and potential embarrassment. I hope that everyone will reconsider this issue and make sure no one does anything before all the facts are known.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Thursday, February 25, 2021 3:27 PM
To: Turner, Kip
Cc: Long, Kelly; Ramirez, Carmen; LaVere, Matt; Supervisor Huber; Parks, Linda;
vianeyforoxnard@gmail.com; Bert Perello; Walter Calhoun; wn.thomas2@gmail.com; COHOTA
Subject: Proposed Hanger Lease Agreement

I am a hangar owner and Tenant at Camarillo Airport. In the past 45 years I have owned and continue to operate several different businesses which allow me to interface with Tenants, attorneys, Federal and State Government agencies as well as local municipalities.

As a Landlord and in some instances as a Tenant I have never come across Lease language such as that which is contained in Section 39 of the document we are currently looking at. To give a Landlord the unfettered ability to terminate a Lease because an employee of the Landlord thinks a Tenant may have committed a crime is preposterous. This gives the County free reins to act as judge, jury and executioner with no due process of law afforded the Tenant. What if it is later proven that the Tenant is innocent? He has already lost his hanger and displaced his aircraft. You can't unscramble eggs. The damage is already done. In the business world a company attorney would carve this language up until they ran out of red ink because it is not only unfair and unConstitutional it's not American. Why are you discriminating against us? Your larger Tenants and FBO's do not have termination language this heinous built into their Leases. So why are we so lucky?

My feeling is we are being set up so the County can run us all off. This is the same song second verse to what the previous administration run by Todd McNamee was attempting to do, just packaged a little differently. Your language takes a 20 year term and turns it into Mach 0 term if a County employee doesn't like the shirt you are wearing that day.

The owners of our hangers have millions of dollars invested in their aircraft and hangers which is a big deal to most of us. Signing this Lease as it sits right now is a no go for me. I urge you and your counsel to revisit Section 39 and give us the constitutional due process and make this fair so we can all move forward.

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Thursday, February 25, 2021 3:32 PM
To: Turner, Kip; Long, Kelly; Ramirez, Carmen; LaVere, Matt; Supervisor Huber; Parks, Linda; Bert Perello; [REDACTED]; Walter Calhoun; wn.thomas2; [REDACTED]
Subject: Hangar Lease Revision (Proposed)

Greetings to all,

Simple introduction of myself. My father (US Navy(ret)) began flying at CMA in 1978 until about 1994. I got my pilots license in 1980 and have flown here periodically since until I became a full timer in 2000.. I am also US Navy (ret), a nurse.

I am writing to you to express my displeasure with the proposed revision of the Hangar Owners lease agreement. I have owned 3 different hangars in succession since 2000 all utilizing the quite simple and understandable month to month lease. I purchased my hangar based on that lease. Now the Department of Airports wants to demand a new lease be signed that is 20 pages of restrictions and threats and all without allowing a method of disputing any misunderstandings/disagreements plus limiting a timeframe to 20 years. I think this is wrong to require all owners to terminate their longstanding leases to sign a new lease to primarily meet the needs of the Department of Airports. There are many items in the revision I find disagreeable including the amount of liability insurance necessary, the maintenance schedule, and the ability of the airport to terminate my lease for no clearly defined reason and no way to settle it in a respectful manner.

I ask that this be removed from the vote for now and revisited.

--
[REDACTED]
[REDACTED]

Have a Great day!

[REDACTED]

From: [REDACTED]
Sent: Thursday, February 25, 2021 5:09 PM
To: Long, Kelly; Turner, Kip; Ramirez, Carmen; LaVere, Matt; Supervisor Huber; Parks, Linda; Bert Perello; Vianey Lopez; Walter Calhoun
Subject: Proposed Private Hanger Ground Lease Agreement

Ladies and Gentlemen,

My name is [REDACTED] and I have been a resident of Ventura County and Oxnard effectively all my life. As a child in the early 1950's, I received my first introduction to aviation at the former Oxnard AFB, now the Camarillo Airport where I watched the military jets fly over our family property. I began flying out of the Oxnard Airport after getting my first FAA pilot certificate in 1970. Over the past 17 years, I have leased and owned a hangar at the Oxnard Airport. I have a good understanding of the history and development of the Oxnard and Camarillo Airports.

The proposed "Private Hangar Ground Lease Agreement" is the most massive, detailed, and intrusive document I have ever seen proposed in my years of flying out of Oxnard. I understand the need for the County to revisit the issue of a ground lease. There are good, fair, and reasonable sections within the document. They appear to be logical and consistent with a need to balance the County's needs with the Tenants.

However, given the length, detail, and tone of the document, some sections need further consideration. My primary concern is a section that is not reasonable, fair, or even-handed: Paragraph 41: "Immediate Termination" (Wording listed and highlighted below):

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

- a) An act that any statute applicable to California describes as a felony;
- b) A deliberate act of violence against any person;

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c) On any County-owned airport, an act that any statute applicable to California describes as a misdemeanor; or

d) A failure to comply with a lawful instruction of any Department of Airports employee or agent

This paragraph eliminates my fundamental rights as an American Citizen. Issues like "Checks and Balance", "Due Process", "presumption of innocence", "the concept of having your day in court", and others are unilaterally tossed aside. The ability to have any legal appeal status has been waived by the very fact one has no choice but to sign this document. I was never taught that the term "reasonable basis to believe" could be used to terminate a citizen's fundamental constitutional rights.

Where are the "Checks and Balances, Due Process, Presumptions of Innocence, or Day in Court" contained in this paragraph when the county, through the Airport Director, has the authority to act as investigator, sheriff, DA, prosecutor, judge, jury, executor? Where is it healthy for ANY government to have individuals or single organizations have this level of power? Why does the county believe it needs this level of absolute moral authority over an individual to control hangar usage?

We have a system in place to handle individual behavioral issues that are listed in Paragraph 41. It is the courts. It is through the court system that our government has determined that concepts like due process, the presumption of innocence, and other concepts are designed to protect individuals from government overreach.

Think about that language for a moment, and the power that the Department of Airports is seeking in this lease. Under this lease, you would be denied the following rights and lose your hangar lease:

- No investigation by a qualified investigator such as a police officer or a deputy from the Ventura County Sheriff's Department. Instead, a Department of Airports employee investigates your alleged criminal misconduct.
- No arraignment in court where you are formally informed of the charges against you.
- No opportunity to see the evidence that the government possesses to support its accusation that you have committed a crime, and no opportunity to challenge that evidence.
- No opportunity to hire a criminal attorney to represent you and present a defense.

- No opportunity to challenge the sufficiency of the allegations to determine if you will be tried on the alleged crime.
- No trial before a Criminal Court Judge and a jury of your peers, with no opportunity to confront the witnesses against you in open Court.

What the Department of Airports is saying, in essence, is that in order to lease a space for your privately-owned hangar at the Camarillo and Oxnard Airports, you have to agree to give up your Constitutional right of due process. Can you think of any other government agency that has ever required citizens to give up their Constitutional rights in order to obtain a public service, one for which the County is charging you? This language in the lease is unjust, un-American, and I believe, unconstitutional.

This paragraph leaves the door wide open for abuse of power without any real oversight. Simple common sense should indicate this paragraph is investing too much power in too few.

I urge you to disapprove of this document as drafted. Please direct staff to delete paragraph 41 or modify the paragraph to ensure that a citizen's fundamental rights as an American are honored and protected.

Please call or email as listed below if you have any specific questions.

Thank you for your attention to this matter.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Friday, February 26, 2021 11:45 AM
To: AirportInfo
Subject: Agenda Item # 6.A
Attachments: Email re Hangar Lease Revision.pdf

CAUTION: If this email looks suspicious, DO NOT click. Forward to Spam.Manager@ventura.org

Please see attached

[REDACTED]

[REDACTED]

Have a Great day!



Hangar Lease Revision (Proposed)

1 message

Thu, Feb 25, 2021 at 3:31 PM

To: kip.turner@ventura.org, kelly.long@ventura.org, carmen.ramirez@ventura.org, matt.lavere@ventura.org, supervisor.huber@ventura.org, "Linda.Parks" <linda.parks@ventura.org>, perellobert@gmail.com, vianeyforoxnard@gmail.com, waltomconstruction <waltomconstruction@gmail.com>, "wn.thomas2" <wn.thomas2@gmail.com>, [REDACTED]

Greetings to all,

Simple introduction of myself. My father (US Navy(ret)) began flying at CMA in 1978 until about 1994. I got my pilots license in 1980 and have flown here periodically since until I became a full timer in 2000.. I am also US Navy (ret), a nurse.

I am writing to you to express my displeasure with the proposed revision of the Hangar Owners lease agreement. I have owned 3 different hangars in succession since 2000 all utilizing the quite simple and understandable month to month lease. I purchased my hangar based on that lease. Now the Department of Airports wants to demand a new lease be signed that is 20 pages of restrictions and threats and all without allowing a method of disputing any misunderstandings/ disagreements plus limiting a timeframe to 20 years. I think this is wrong to require all owners to terminate their longstanding leases to sign a new lease to primarily meet the needs of the Department of Airports. There are many items in the revision I find disagreeable including the amount of liability insurance necessary, the maintenance schedule, and the ability of the airport to terminate my lease for no clearly defined reason and no way to settle it in a respectful manner.

I ask that this be removed from the vote for now and revisited.



9hh2

[REDACTED]

From: Turner, Kip
Sent: Friday, February 26, 2021 2:55 PM
To: [REDACTED]
Cc: Long, Kelly; Ramirez, Carmen; LaVere, Matt; Supervisor Huber; Parks, Linda; Bert Perello; vianey.lopez@oxnard.org; Walter Calhoun; wn.thomas@gmail.com
Subject: RE: REQUEST TO WITHDRAW 2-22-2021 LEASE FROM AVIATION ADVISORY COMMISSION MARCH 1, 2021 AGENDA
Attachments: Follow up to [REDACTED] Re Private Hangar Lease Agreement 2-26-21.pdf

Mr. [REDACTED]:

Thank you for your continued feedback.

I thought it might be easier to form a response to your comments below in an attachment which I have included herein.

Thank you,

Kip Turner
Director of Airports
Ventura County Department of Airports

From: [REDACTED]
Sent: Thursday, February 25, 2021 10:31 AM
To: Turner, Kip <Kip.Turner@ventura.org>
Cc: Long, Kelly <Kelly.Long@ventura.org>; Ramirez, Carmen <Carmen.Ramirez@ventura.org>; LaVere, Matt <Matt.LaVere@ventura.org>; Supervisor Huber <Supervisor.Huber@ventura.org>; Parks, Linda <Linda.Parks@ventura.org>; Bert Perello <perellobert@gmail.com>; vianey.lopez@oxnard.org; Walter Calhoun <waltomconstruction@gmail.com>; wn.thomas@gmail.com
Subject: REQUEST TO WITHDRAW 2-22-2021 LEASE FROM AVIATION ADVISORY COMMISSION MARCH 1, 2021 AGENDA

Dear Mr. Turner:

It is now 2 business days before the Aviation Advisory Commission's March 1, 2021 public hearing on your February 22, 2021 version of a new private hangar lease. Yet the airport website "Document Library" still posts as the "Updated Privately Owned Hangar Lease Agreement" the proposed version from over a year ago. That obsolete posted version omits your brand new provisions and unprecedented restrictions on private hangar owners first contained only in your February 1, 2021 version as modified on February 22, 2021.

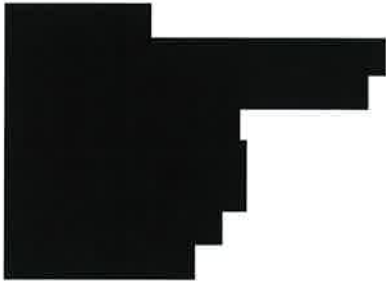
When I asked about this on Monday you replied that "We typically don't post anything in a draft format, which is what this is at the moment . . ."

With all due respect your latest version is hardly a "draft." At the time you made that statement you had already submitted it to the Aviation Advisory Commission for their March 1, 2021 public "Zoom" hearing. You did not ask for their review and comments. You asked that they recommend it for approval by the County Board of Supervisors which was set for their March 23, 2021 regular meeting. Your "draft" is in fact a "final" version you are asking for approval and adoption along with authority to terminate our existing month to month leases that have been used successfully for several decades or evict us if we won't sign it.

qil

Posting on the airport website one version of a lease as the "Updated Privately Owned Hangar Lease Agreement" while submitting an entirely different version to the Aviation Advisory Commission for their approval and forwarding to the Board of Supervisors is misleading the public. You may have technically complied with the Brown Act by attaching the latest version in the Aviation Advisory Commission agenda. However, to continue to advertise the obsolete lease from over a year ago as the current version in the airport library where many like I are accustomed to looking sure looks and smells like a bait and switch trick. This process should not be used to push through a new lease with unprecedented restrictions and gain authority to evict long term hangar tenants while COVID-19 prohibitions on public meetings are in still in place.

Please withdraw your pending request to the Aviation Advisory Commission for approval of your proposed February 22, 2021 private hangar lease. A renewed request can be made after the current proposed lease has been posted in the airport's Document Library webpage as the "Updated Privately Owned Hangar Lease Agreement" in place of the obsolete version which is still misleading the public to date. Or better yet, make time to resolve all of the pending legitimate objections before trying to push a new lease through the Aviation Advisory Commission and Board of Supervisors. A new 20 year lease affecting hundreds of honorable citizens who own hangars with many millions of dollars invested in our airport deserves nothing less.



From: Turner, Kip [<mailto:Kip.Turner@ventura.org>]
Sent: Monday, February 22, 2021 1:36 PM
To: [REDACTED]
Subject: RE: Last Comment

Thank you for pointing that out. We typically don't post anything in a draft format, which is what this is at the moment, however given the sensitivity to this particular item, we will consider posting the new draft in advance of the upcoming scheduled March advisory board meetings when this item will be further discussed prior to then moving to the County Board of Supervisors for a final vote.

Thanks again,

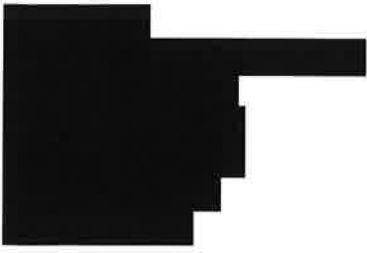
Kip

From: [REDACTED]
Sent: Monday, February 22, 2021 1:32 PM
To: Turner, Kip <Kip.Turner@ventura.org>
Subject: RE: Last Comment

Hello Kip:

Oops my mistake. I did not realize or forgot that the emailed version was different than the latest version posted on the Department of Airports website. And I was mistakenly reading the most current version posted on the airport website dated March 10, 2020 when I said the lease looked ok to me other than the parking issue. Is there a reason why the new version is not being posted to the public website like the prior revisions were?

qii2



██████████:

Thank you for your continued feedback and providing the Airport an opportunity to respond to your questions and/or concerns regarding the proposed lease agreement for private hangar owners.

Please see the following responses to your most recent e-mail to me on this matter, dated Thursday, February 25. I have broken your e-mail down into two sections for what I hope will be the best approach to answer your concerns:

Concern for process, public review and participation:

- Current proposed lease was sent out to all private hangar owners on February 1st in a mass e-mail to hangar owners, COHOTA representatives, Authority members, Commission members, and County leadership along with others that may have an interest in this agreement
- Department of Airports (DOA) hosted a virtual meeting on February 11th with all interested hangar owners to receive feedback and address questions and concerns relating to the agreement
- DOA received numerous e-mails and some calls after the current proposed lease was sent out. All calls and e-mails received up until the virtual meeting were responded to within 24 hours by me the director. All calls and e-mails received following the virtual meeting were responded to if they were addressing new information. Certain feedback received led to new edits in favor of those requests received
- Airport Advisory Commission packet was sent out and posted on Airports website Monday, February 22nd, a full week prior to the next public discussion on the proposed lease agreement. This next meeting is one of three scheduled throughout March which all provide additional opportunities for public participation, and are in addition to the many opportunities previously provided over the past seven years
- Following the Commission meeting, this item will be discussed again in the upcoming Airport Authorities meeting scheduled for March 11th at which time public participation will also be encouraged
- Finally, this item is scheduled to appear before the Board of Supervisors on March 23rd, the governing body that has the authority to vote on this item and/or take alternative actions. This is a final opportunity for public participation

- The current proposed lease is the same proposed lease that was sent to the tenants on February 1st with exception to 3 sections. These 3 sections were later edited based on the comments and/or concerns received following the lease going out to tenants on Feb. 1st, all three sections were edited in favor of those comments received and those requests as made. The edits were identified in the Commission packet in a separate exhibit for easy reference for both public review and Commission review and final discussion if deemed necessary
- [REDACTED] you notified me via e-mail yesterday (Thursday, February 25th) that there may be some confusion about what the current proposed lease may be, as you state in your e-mail to have referenced a prior draft(s) on the Airport website. Although, you also acknowledge in an earlier e-mail sent this week to Supervisor Long's office that the previous versions you had discovered on the Airport's website, under the section you referenced as "Document Library", had much earlier dates in their titles, the most recent of which you referenced included the date of 3-10-2020.

DOA staff, over the past seven years, has continually added to this section of the website new drafts being proposed on this effort along with new documents or summaries to meetings in an effort to illustrate full transparency while this process continued to evolve.

However, once it came to our attention yesterday via your e-mail, that there was any remote chance that this could be confusing in any manner to the general public, I immediately requested, and our staff reacted immediately removing all prior documents or drafts from the website relating to this seven year effort. Thank you for bringing this concern to our attention. It's comforting to know that we are doing all we can to avoid any confusion as this process moves forward. Thankfully, you had received the most current proposed agreement on February 1st and had already weighed in with comments and participation in the virtual meeting on the 11th. As you know, some of your follow up comments and questions related to that draft led to a couple of the proposed edits in favor of your and others similar requests. Thank you for your continued feedback and participation.

In addition to the current proposed lease having been posted on our website in the packet information for the upcoming Commission meeting, again along with the exhibit illustrating final edits resulting from tenant feedback, in yet another effort to help avoid any confusion, I asked staff to post the current proposed lease agreement in a link all by itself on the front page of the Airport website yesterday (Thursday), which they immediately complied. All of these website changes were done before noon yesterday.

RE: Concerns that certain restrictions are being imposed only to private hangar owners:

You noted concern that the current proposed lease agreement "seeks to impose additional restrictions that severely limit access to hangars by owners and passengers" and that "these lease provisions are not amendments to the Ventura County Ordinances applicable to all drivers, but instead, are solely inserted in the private hangar leases and therefore only applicable to private hangar owners."

Please note that nothing in the lease conflicts with (or constitutes an amendment of) anything in the Ordinance Code regarding vehicles on the airport. The requirement that the tenant must obtain a permit to drive on the airport is also not a conflict. The ordinance code requires certain things before a person can drive. A permit is simply a valid enforcement method for educating and ensuring compliance with the license and insurance requirements. DOA is simply imposing, via the lease, an additional requirement beyond the ordinance code. That's not a conflict.

DOA has deemed it necessary to do this for reasons of safety and security. Section 6503-1 of the ordinance code provides mechanisms to require a permit, so long as doing so helps manage the safe operation of the airport (partial quote below):

The Director shall have the right, power, and authority to enforce the following:

(a)General Authority: The airports' Director or his designated representative is vested with **all rights, powers, and authority of the County to issue orders and enforce orders, laws, and regulations affecting the airports**, inclusive of the Uniform Fire Code, Vehicle Code, Penal Code, Public Utilities Code, and Building and Safety Code applicable to the safe operation of the airports.

(b)Specific Authority: The airports administrative powers and duties shall include, but not be limited to the following:

...

(5)Promulgating regulations for the operation and administration of public facilities at the airport.

Please note, this will be a requirement for others as well, not just private hangar owners as it will be an airport regulation that we adopt for county owned hangar tenants as well. As noted in the virtual meeting on the 11th, which you were in attendance, we have an ever increasing number of tenants now operating vehicles in the AOA at both Ventura County Airports and safety and security of our pilots, aircraft, hangar owners, and all users of the airport rely on the Airport implementing sound policy.

Thank you,

Kip Turner

9iib

[REDACTED]

From: [REDACTED]
Sent: Saturday, February 27, 2021 9:00 AM
To: Turner, Kip; Long, Kelly; Ramirez, Carmen; LaVere, Matt; Supervisor Huber; Parks, Linda; Bert Perello; vianeyforoxnard@gmail.com; Walter Calhoun; wn.thomas2@gmail.com; jacobslaw@mac.com; aevandergraaf@outlook.com; Margaret Bird; bhamous@naicapital.com; trimtab@verizon.net; boinsimi@pacbell.net; bobby.williams@kinetx.com; ns-metz@hotmail.com; jimfli@yahoo.com; slweiss119@gmail.com; [REDACTED]
Subject: Camarillo hangar lease-To anyone who will listen

To anyone who will listen:

Our volunteer COHOTA members have worked tirelessly to achieve an amicable resolution to the county hangar leases and have been met at times with hostility and selfish demands since the beginning. All we seek is a long term solution. Why such resistance to a happy partnership?

It is understandable to believe that any partnership that starts with the exclusion of members, their sound opinions and ideas, will go against creating any joyful long term existence.

To artificially impose the power of eviction on the hands of hourly airport service employees who have no training to do so, putting them against county residents who want sound resolution and are highly invested in this airport even when the county itself felt it wasn't worth investing in, without any due process this country is founded on, is not proposed from an airport management with any perceived sound judgement.

What COHOTA seek is well thought out, provides solutions, and should be something the elected county members look to with pride. Highly invested volunteers working With elected county officials, many of whom are not personal users of this resource.

Innocent until proven guilty, mediation, standard CA insurance requirements, realistic hangar maintenance standards, use of our owned hangars purchased with hard earned personal money for aircraft operations without fear, etc, are important to a wonderful long term continued partnership with the county. Something the county should seek.

To share just one example with you. I have been on this airport for almost 50 years now owning 2 personal hangars housing several of my personal 1940's antique aircraft. I fly for United Airlines. My father was also a pilot for United Airlines and kept his aircraft in personal hangars at Camarillo. He helped construct the first new hangars and helped finance them when the county wanted no part of doing so. He worked with the county to build several hangars. Like my father always did before he passed away, I share my aviation passion at Camarillo airport every day. I have a wife and 3 grown boys who also share that passion with me and with their friends. One is an employee driving the fuel truck and working the front office at an FBO at Camarillo airport.

If the auto insurance requirement is to be implemented, I will no longer be able to escort the many friends and family I share my love of aviation with without being at risk of termination of my airport hangar lease. State law requires all drivers be insured. That should be the only requirement. No way to know other peoples policies match the proposed increased insurance demand of the airport management. Now, if questioned by any airport employee under this contract, lease can be terminated then and there without any discussion, mediation, or representation? You mean the lease on both of my personally owned hangars I have owned and invested in on the airport I supported and fought for years to promote? That single thought alone makes this something I believe no one would sign.

I'm currently a no vote on the latest lease as it is proposed to us who utilize the airport resources. Fear of immediate termination for any potential perceived infraction without any due process and forced elevated insurance requirements, it moves to place a group of county residents to a standard higher than that of my neighbors. In fact, I bet many of you would not be allowed to drive on the airport to share my aviation passion. Standard auto insurance mins are good enough. No car inspections, stickers, or authorizations by untrained county employees needed.

Imagine media articles published around the country describing a healthy mediation to a long term amicable resolution being circulated, or, the one that's currently being written. I ask you, Why would anyone choose it to go the way it currently is?

Why such resistance from one side to impose such unprecedented power without any due process containing solution during this disastrous period in our world?

Please listen to the members who are trying so hard to reach an agreement.

Respectfully,

A black rectangular redaction box covering the signature of the sender.

[REDACTED]

From: [REDACTED]
Sent: Sunday, February 28, 2021 10:44 AM
To: jacobslaw@mac.com; aevandergraaf@outlook.com; Margaret Bird; bhamous@naicapital.com; trimtab@verizon.net; boinsimi@pacbell.net; bobby.williams@kinetx.com; ns-metz@hotmail.com; jimfli@yahoo.com; slweiss119@gmail.com
Cc: Long, Kelly; Ramirez, Carmen; LaVere, Matt; Supervisor Huber; Parks, Linda; Bert Perello; vianey.lopez@oxnard.org; Walter Calhoun; wn.thomas@gmail.com; Turner, Kip
Subject: OPPOSITION TO PROPOSES LEASE - 3-1-2021 7:00 P.M. MEETING - AGENDA ITEMS 1 AND 2
Attachments: OBJECTION-PRIVATE-HANGAR-LEASE.docx

CAUTION: If this email looks suspicious, DO NOT click. Forward to Spam.Manager@ventura.org

Dear Airport Advisory Commission Members and Board of Supervisors:

In anticipation of the March 1, 2021 7:00 p.m. meeting of the Aviation Advisory Commission scheduled for tomorrow night, please find attached my objection to the new proposed private hangar lease submitted by Kip Turner listed as agenda item 1 and Kip Turner's request for authority to terminate all month to month private hangar leases listed as item 2.

Please note that this matter is particularly important and very troubling as Kip Turner is seeking authority to terminate the existing month to month leases currently in place for hundreds of hangar owners who have been at the Camarillo and Oxnard airports for decades and evict them if they do not sign his new 20 year lease containing unprecedented restrictions and illegal and unenforceable provisions as set forth in the attached objection. All while unprecedented COVID-19 restrictions on normal public meetings otherwise required by the Brown Act are in place.

Please insert my objection as part of the permanent record of the meeting. I plan on speaking at the Zoom meeting but just in case technological difficulties prevent me from doing so I wanted this included. Thank you for your consideration.

[REDACTED]

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The information contained in this correspondence is not intended to be a "Covered Opinion" under Treasury Department Circular 230. In addition, with respect to those significant Federal tax issues, the opinion was not written, and cannot be used by the taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

qkk1



February 28, 2021

Good evening Aviation Advisory Committee:

Please don't terminate my month-to-month private hangar lease that has worked flawlessly for 14 years and force me to accept airport staff's new 20 year lease or face eviction.

It's no secret that hangar owners have been targeted by airport staff for years and I'm not sure why. We bought and brought our hangars to the airport during its infancy at no cost to the airport and paid ground rent and property taxes faithfully for decades. Previous airport staff unsuccessfully sought to take our hangars from us for no consideration or evict us. This new 20 year lease is nothing less. It is not a generous gift to hangar owners but instead a modern day Trojan horse filled with tricks and traps intended to take our hangars from us again.

The unprecedented COVID-19 pandemic is restricting public gatherings in ways we have never seen before. The airport is using this as an opportunity to rush this lease through with as little public scrutiny as possible. The new lease was first posted on the airport website in place of the obsolete version just last Friday, February 27, 2021, only 3 days before this Monday, March 1, 2021 hearing, and 2 of those days including the weekend. The "town hall" meeting for the lease was done only 10 days after its first private email distribution on February 1, 2021, heard during business hours when many people were working and unavailable, and only while a prior obsolete version was posted on the airport website for public review and comment. All designed to minimize effective public knowledge, comment, and opposition. At a minimum this hearing should be continued for 30 days or more so the public has the time it needs to evaluate this lease that affects hundreds of people with many millions of dollars at stake. Or better yet, wait until the COVID-19 restrictions ease and we can all debate this matter in an open and public manner it deserves. There is nothing so urgent about hangar leases that can't wait. With three pending COVID-19 vaccinations now available hopefully that will be soon but it is not now.

As to the merits of the new lease, there are many serious issues but with limited time available I can only cover a few.

Pursuant to California Code of Civil Procedure Section 1161, a landlord cannot terminate a lease for breach until after giving written notice to the tenant and three days to cure the violation, other than for unauthorized assignments or subletting, committing waste or nuisance upon the premises, or using the premises for an unlawful purpose. Paragraph 39 of the lease describes many additional events not set forth in CCP 1161 that purport to give the airport authority to terminate a lease without notice to the tenant or opportunity to cure. And many of these events have absolutely nothing to do with the airport or the lease. Bad people doing those things will be judged and punished elsewhere in a court of law if found guilty after having an opportunity to

defend and presumed innocent in the meantime, but cannot be additional reasons for terminating a lease not set forth in CCP 1161. Unfortunately for airport staff, the tenant protections against lease terminations set forth in CCP 1161 cannot be waived by the tenant and I am surprised airport staff would even try. The airport staff must follow the law just like the rest of us and delete all of its novel provisions that violate CCP 1161 before this commission can recommend it for approval by the Board of Supervisors.

The rent payable under the 20 year lease is so undeterminable that it fails to constitute a legally enforceable agreement. The rent payable is that set in the "Rent and Fee Schedule" which can change from time to time in the sole and absolute discretion of the landlord with no ascertainable standards to calculate future changes. How can we be required to incur a 20 year obligation with no idea what the rent will be, and what court could enter judgment against a tenant for unpaid rent set in the sole and absolute discretion of the landlord over a 20 year period? This provides an easy way to rid the airport of private hangar owners by simply increasing the rent after the new lease has been signed. Contrast that process with the Santa Barbara hangar lease previously posted to the airport website that sets an initial rent and bases future increases on changes in the consumer price index published by U.S. Bureau of Labor Statistics.

The Ventura County Airport Ordinances and California Vehicle Code already include provisions to ensure safe and secure vehicle travel inside the airport applicable to everyone. This new lease includes a special set of vehicle restrictions applicable only to hangar owners that unreasonably impair hangar use for legitimate general aviation use. Per Kip Turner the new lease will only allow a hangar owner to drive or park on the airport or in a hangar his or her own vehicle that has been issued a "Motor Vehicle Permit" permanently affixed to the vehicle. A hangar owner is forbidden from driving or parking a passenger's vehicle or even a rental car on the airport or in a hangar even if currently registered and insured. None of the other airport users such as county hangar tenants or the big FBOs have such restrictions in their leases and instead, follow the driving regulations set forth in the existing Ventura County Airport Ordinance that just require drivers to obtain a security gate pass and drive any car that is properly registered and insured. This type of unjust discrimination is a violation of the FAA grant assurances the airport agreed to when accepting federal funds and is therefore unenforceable.

Note that I always park my car and my passenger's car inside my hanger when we are all using my plane. My plane has 6 seats but my car only 4 seats which means we need 2 vehicles. And my car lacks child safety features for my grandchildren that my daughter's vehicle does provide. It is one of the best things about having a hanger and the FAA hangar use policy specifically allows parking cars in hangars while flying. If the lease is approved I will have to carry my granddaughters over ¼ mile from the closest gate to my hangar. And there is no place for long-term parking for passenger cars in the unsecure airport parking lot which is limited to 72 hours.

If revisions to the vehicle and parking rules are desired, they need to be done as amendments to the Ventura County Airport Ordinances and applicable to everyone at the same time. Where most importantly, violations will be prosecuted in a court of law where the driver can defend the charges and have a judge or jury determine guilt rather than found guilty and punished solely by the airport staff.

If my hangar needs replacing I have to give the airport my new hanger at the lease expiration for free which is something they've been trying to do unsuccessfully for years. They call it a reversion but it's not a reversion. A reversion means to go back and it's not going back to them as they never owned it. It's mine and always has been. It's taking my private property without just compensation in violation of our United States Constitution.

I'm not sure I'm going to be here for 20 years but a shorter term lease is not offered. If I do leave and I'm unable to sell my hanger and take it with me I am liable for lease payments of unknown amounts set by the airport for the remaining 20 years even though I am no longer here.

I bought my hangar a decade ago for \$120,000 but could probably get half that now less a new 2% transfer fee payable to the airport. I am happy to pay a reasonable processing fee to update the paperwork for my buyer but paying the airport 2% of the sales price when I am already suffering a huge loss is windfall for them and an unjust penalty for me.

Please send them back to the drawing board to come back with something that is filled with common sense, follows the FAA hangar use policy, doesn't unreasonably restrict our use of our hangars for general aviation purposes, doesn't discriminate against us, and acknowledges our basic civil rights like due process and the undeniable fact that we are presumed innocent and cannot be punished until proven guilty not in their minds but in a court of law. I will see you then and until then stay safe.

[REDACTED]

From: [REDACTED]
Sent: Sunday, February 28, 2021 8:00 PM
To: Turner, Kip
Cc: Long, Kelly; Ramirez, Carmen; mattlavere@ventura.org; Huber, Bob; lindaparks@ventura.org; Bert Perello; [REDACTED]; waltomconstruction@gmail.com; wn.thomas2@gmail.com; jacobslaw@mac.com; speedbird@isle.lnet; trimtab@verizon.net; ns-metz@hotmail.com; jimfli@yahoo.com; aevandergraaf@outlook.com; bhamous@naicapital.com; bobby.williams@kinetx.com; ssiweiss119@gmail.com; [REDACTED]; vianey.lopez@oxnard.org; john.zaragoza@oxnard.org; efussell@gmail.com; CAHOTaventuracountyhangars@gmail.com
Subject: Hanger Lease Agreement

Ladies and Gentlemen,

My name is [REDACTED] and I own hangar [REDACTED] at the Camarillo Airport and have been owner since 1999. For background I am retired from Federal Law Enforcement where I served our country for almost 30 years. Cell Phone # [REDACTED]

These are some of my issues:

Page 3 of the purposed Hangar Lease Agreement, PROOF OF OWNERSHIP, Item #6, Para #3

This section would require an Aircraft Under Construction to show proof of ownership. Not even the FAA requires registration and ownership until the Aircraft is ready for flight. Until then it is just considered just "a box of parts in the assembly stage". At this stage there is no requirement for ownership, license or insurance as it is inert and non-active or hazardous.

Page 7, Item 16 SECURITY DEPOSIT

I have been an owner since 1999 with no issues and no need for a security deposit on a month to month lease, so why do I need one now? There are already remedies in place should one default.

Page #8 item19 INSURANCE PARA d)

This ties in with Page #3 and indicates that no insurance is required before the aircraft becomes operational. It would seem to me that Para #3 of Page 3 should be eliminated for clarification.

Page 15 Item 41 Immediate Termination

I am sure that you will and are hearing a lot about this issue so I will not belabor the point as to say It has been my experience as a Federal Agent that all persons are presumed innocent until proven guilty. This goes for ALL persons from the worst to the best and to deny them representation or recourse to an action or charge is wholly UNCONSTITUTIONAL as written in the DECLARATION OF INDEPENDENCE of these United States of America. As this is written even minor events that may or may not occur locally, in state, or out of state that in no way have any involvement with anything associated with flying as a whole or hangar ownership would be grounds for termination. This is unacceptable, period. Other events or Felonies would and should be considered on their own merits. If I were any of you in place to take a vote in this issue I certainly would think long and hard over this matter before I agreed with it. Every person deserves their "Day in Court". Put your feet in my shoes and look at the other side of the coin. Would YOU be predisposed to sign this as it is currently written?

Thank you for your attention to this matter, it is important.

Sincerely,
[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Monday, March 1, 2021 8:27 AM
To: AirportInfo
Subject: PUBLIC STATEMENT FOR 3-1-2021 7:00 PM AAC MEETING

PLEASE READ THE FOLLOWING DURING THE TIME FOR
PUBLIC COMMENTS FOR AGENDA ITEMS 1 AND 2 AT THE
AVIATION ADVISORY COMMISSION HEARING SET FOR 3-1-2021
AT 7:00 PM.

I am shocked and outraged that the Director of Airports is seeking
authority to terminate private month to month hangar leases and
evict tenants who won't sign his controversial new 20 year lease
while unprecedented COVID-19 restrictions are in place.

The lease contains new restrictions only on private hangar owners
that severely limit access to and use of hangars for legitimate
general aviation use and as specifically allowed by FAA Hangar
Use Policy guidelines. These restrictions against private hangar
owners violate the unjust discrimination requirements of the FAA
grant assurances the airport agreed to when accepting federal grants.

Even worse, the airport director is trying to give himself the novel
ability to immediately terminate the 20 year lease and evict hangar
tenants without giving them notice of many alleged violations and
opportunity to cure. These termination provisions violate existing
and well established tenant protection laws set forth in California
Code of Civil Procedure Section 1161 and are therefore unenforceable
as a matter of law.

Regardless of good reasons to update hangar leases, this is not the time,
place, or way to do it.

Please do not approve the proposed 20 year lease identified as Agenda
item 1 and do not approve the request for authority to terminate existing
month to month hangars identified as Agenda item 2.

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Monday, March 1, 2021 4:27 PM
To: AirportInfo
Subject: OPPOSITION TO PROPOSES LEASE - 3-1-2021 7:00 P.M. MEETING - AGENDA ITEMS 1 AND 2
Attachments: OBJECTION-HANGAR-LEASE.pdf

CAUTION: If this email looks suspicious, DO NOT click. Forward to Spam.Manager@ventura.org

Please include the attached objection as part of the permanent record of the Aviation Advisory Commission meeting set for tonight at 7:00 pm. It has been separately sent to all of the Airport Advisory Commission members and director of airports. If you have any questions please let me know.

[REDACTED]

NOTICE of STRICT CONFIDENTIALITY. This transmission constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 U.S.C. 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message, together with any attachments. This communication, including its attachments, may contain confidential and privileged material for the sole use of the intended individual or entity recipient, and receipt by any party other than the intended recipient does not constitute a loss of the confidential or privileged nature of the communication. Any review or distribution by others is STRICTLY PROHIBITED. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is STRICTLY PROHIBITED. If you have received this message in error, please notify the original sender immediately by telephone or by return Email, and delete this message along with any attachments from your computer. Thank you for your cooperation.

The information contained in this correspondence is not intended to be a "Covered Opinion" under Treasury Department Circular 230. In addition, with respect to those significant Federal tax issues, the opinion was not written, and cannot be used by the taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.



February 28, 2021

Good evening Aviation Advisory Committee:

Please don't terminate my month-to-month private hangar lease that has worked flawlessly for 14 years and force me to accept airport staff's new 20 year lease or face eviction.

It's no secret that hangar owners have been targeted by airport staff for years and I'm not sure why. We bought and brought our hangars to the airport during its infancy at no cost to the airport and paid ground rent and property taxes faithfully for decades. Previous airport staff unsuccessfully sought to take our hangars from us for no consideration or evict us. This new 20 year lease is nothing less. It is not a generous gift to hangar owners but instead a modern day Trojan horse filled with tricks and traps intended to take our hangars from us again.

The unprecedented COVID-19 pandemic is restricting public gatherings in ways we have never seen before. The airport is using this as an opportunity to rush this lease through with as little public scrutiny as possible. The new lease was first posted on the airport website in place of the obsolete version just last Friday, February 27, 2021, only 3 days before this Monday, March 1, 2021 hearing, and 2 of those days including the weekend. The "town hall" meeting for the lease was done only 10 days after its first private email distribution on February 1, 2021, heard during business hours when many people were working and unavailable, and only while a prior obsolete version was posted on the airport website for public review and comment. All designed to minimize effective public knowledge, comment, and opposition. At a minimum this hearing should be continued for 30 days or more so the public has the time it needs to evaluate this lease that affects hundreds of people with many millions of dollars at stake. Or better yet, wait until the COVID-19 restrictions ease and we can all debate this matter in an open and public manner it deserves. There is nothing so urgent about hangar leases that can't wait. With three pending COVID-19 vaccinations now available hopefully that will be soon but it is not now.

As to the merits of the new lease, there are many serious issues but with limited time available I can only cover a few.

Pursuant to California Code of Civil Procedure Section 1161, a landlord cannot terminate a lease for breach until after giving written notice to the tenant and three days to cure the violation, other than for unauthorized assignments or subletting, committing waste or nuisance upon the premises, or using the premises for an unlawful purpose. Paragraph 39 of the lease describes many additional events not set forth in CCP 1161 that purport to give the airport authority to terminate a lease without notice to the tenant or opportunity to cure. And many of these events have absolutely nothing to do with the airport or the lease. Bad people doing those things will be judged and punished elsewhere in a court of law if found guilty after having an opportunity to

defend and presumed innocent in the meantime, but cannot be additional reasons for terminating a lease not set forth in CCP 1161. Unfortunately for airport staff, the tenant protections against lease terminations set forth in CCP 1161 cannot be waived by the tenant and I am surprised airport staff would even try. The airport staff must follow the law just like the rest of us and delete all of its novel provisions that violate CCP 1161 before this commission can recommend it for approval by the Board of Supervisors.

The rent payable under the 20 year lease is so undeterminable that it fails to constitute a legally enforceable agreement. The rent payable is that set in the "Rent and Fee Schedule" which can change from time to time in the sole and absolute discretion of the landlord with no ascertainable standards to calculate future changes. How can we be required to incur a 20 year obligation with no idea what the rent will be, and what court could enter judgment against a tenant for unpaid rent set in the sole and absolute discretion of the landlord over a 20 year period? This provides an easy way to rid the airport of private hangar owners by simply increasing the rent after the new lease has been signed. Contrast that process with the Santa Barbara hangar lease previously posted to the airport website that sets an initial rent and bases future increases on changes in the consumer price index published by U.S. Bureau of Labor Statistics.

The Ventura County Airport Ordinances and California Vehicle Code already include provisions to ensure safe and secure vehicle travel inside the airport applicable to everyone. This new lease includes a special set of vehicle restrictions applicable only to hangar owners that unreasonably impair hangar use for legitimate general aviation use. Per Kip Turner the new lease will only allow a hangar owner to drive or park on the airport or in a hangar his or her own vehicle that has been issued a "Motor Vehicle Permit" permanently affixed to the vehicle. A hangar owner is forbidden from driving or parking a passenger's vehicle or even a rental car on the airport or in a hangar even if currently registered and insured. None of the other airport users such as county hangar tenants or the big FBOs have such restrictions in their leases and instead, follow the driving regulations set forth in the existing Ventura County Airport Ordinance that just require drivers to obtain a security gate pass and drive any car that is properly registered and insured. This type of unjust discrimination is a violation of the FAA grant assurances the airport agreed to when accepting federal funds and is therefore unenforceable.

Note that I always park my car and my passenger's car inside my hanger when we are all using my plane. My plane has 6 seats but my car only 4 seats which means we need 2 vehicles. And my car lacks child safety features for my grandchildren that my daughter's vehicle does provide. It is one of the best things about having a hanger and the FAA hangar use policy specifically allows parking cars in hangars while flying. If the lease is approved I will have to carry my granddaughters over ¼ mile from the closest gate to my hangar. And there is no place for long-term parking for passenger cars in the unsecure airport parking lot which is limited to 72 hours.

If revisions to the vehicle and parking rules are desired, they need to be done as amendments to the Ventura County Airport Ordinances and applicable to everyone at the same time. Where most importantly, violations will be prosecuted in a court of law where the driver can defend the charges and have a judge or jury determine guilt rather than found guilty and punished solely by the airport staff.

If my hangar needs replacing I have to give the airport my new hanger at the lease expiration for free which is something they've been trying to do unsuccessfully for years. They call it a reversion but it's not a reversion. A reversion means to go back and it's not going back to them as they never owned it. It's mine and always has been. It's taking my private property without just compensation in violation of our United States Constitution.

I'm not sure I'm going to be here for 20 years but a shorter term lease is not offered. If I do leave and I'm unable to sell my hanger and take it with me I am liable for lease payments of unknown amounts set by the airport for the remaining 20 years even though I am no longer here.

I bought my hangar a decade ago for \$120,000 but could probably get half that now less a new 2% transfer fee payable to the airport. I am happy to pay a reasonable processing fee to update the paperwork for my buyer but paying the airport 2% of the sales price when I am already suffering a huge loss is windfall for them and an unjust penalty for me.

Please send them back to the drawing board to come back with something that is filled with common sense, follows the FAA hangar use policy, doesn't unreasonably restrict our use of our hangars for general aviation purposes, doesn't discriminate against us, and acknowledges our basic civil rights like due process and the undeniable fact that we are presumed innocent and cannot be punished until proven guilty not in their minds but in a court of law. I will see you then and until then stay safe.