



## AGENDA

1. CALL to ORDER and PLEDGE of ALLEGIANCE
2. ROLL CALL
3. AGENDA REVIEW
4. APPROVAL of MINUTES – March 10, 2022 (Regular Meeting) (Pages 6-11)  
April 8, 2022 (Special Meeting) (Pages 12-13)
5. PUBLIC COMMENT PERIOD

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

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

### 6. NEW BUSINESS

#### OXNARD AIRPORT AUTHORITY

- A. **Subject:** Consider Adoption of Resolution #9 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority for a 30-Day Period (Pages 14-19)

#### **Recommendation:**

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

#### CAMARILLO AIRPORT AUTHORITY

- B. **Subject:** Consider Adoption of Resolution #9 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority for a 30-Day Period (Pages 20-25)

#### **Recommendation:**

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

#### CAMARILLO & OXNARD AIRPORT AUTHORITY

- C. **Subject:** Review, Discuss, and Provide Direction to Staff as to Format and Content of a Draft Voluntary Noise Abatement Procedure Pilot Guide (Pages 26-29)

### **Recommendations:**

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

**D. 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 (Pages 30-54)**

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

**E. Subject: Receive and File a Presentation Regarding Landing Fees for Aircraft Operations at Oxnard & Camarillo Airports and Noise Mitigation Measures (Pages 55-57)**

### **Recommendations:**

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

## **7. DIRECTOR'S REPORT**

## **8. REPORTS (Pages 58-72)**

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

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

**9. CORRESPONDENCE**

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

None.

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

**11. ADJOURNMENT**

The next regular Authority meeting will be on Thursday, May 12, 2022 at 6:30 p.m. Location to be determined.

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



## Webinar Instructions

Public link to Zoom webinar:

<https://us06web.zoom.us/j/88950511325?pwd=V29lZWMxeVFTeGNHeHE3SDFlcIMydz09>

**Webinar ID:** 889 5051 1325  
**Passcode:** 792704  
**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.

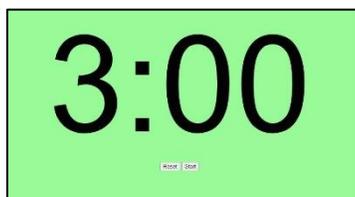
**Telephone:** If you do not have access to the internet, you can watch the live broadcast of the meeting on the City of Camarillo Local Government Channels – Spectrum Channel 10 and Frontier Channel 29, or via the Department of Airports YouTube channel. If you are interested in speaking to an item, 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**

**March 10, 2022**

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

OAA Chair, Vianey Lopez, called the meeting to order at 6:31 p.m. and requested that Public Member Eugene Fussell lead the pledge of allegiance.

**2. ROLL CALL**

**CAA PRESENT**

Kelly Long  
 Carmen Ramirez  
 Shawn Mulchay  
 Susan Santangelo  
 Scott Barer  
 Randall Sanada (*Alt*)

**CAA ABSENT**

**OAA PRESENT**

Kelly Long  
 Carmen Ramirez  
 Bert Perello (*L*)  
 Vianey Lopez  
 Eugene Fussell

**OAA ABSENT**

*Excused (E)*  
*Late (L)*  
*Alternate (Alt)*

**AIRPORT STAFF**

Dave Nafie, Deputy Director  
 Ana Castro, Program Administrator

**COUNTY STAFF**

Tom Temple, Assistant County Counsel

**3. AGENDA REVIEW**

No changes to the agenda.

**4. APPROVAL OF MINUTES – February 10, 2022**

***Oxnard Airport Authority: Supervisor Kelly Long moved to approve the February 10, 2022 meeting minutes and Public Member Eugene Fussell seconded the motion. All members voted in favor and the motion passed unanimously 4-0. Councilmember Bert Perello was absent for the vote.***

***Camarillo Airport Authority: Public Member Scott Barer moved to approve the February 10, 2022 meeting minutes and Mayor Shawn Mulchay seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

**5. PUBLIC COMMENT PERIOD**

Public comments heard.

**6. NEW BUSINESS**

**CAMARILLO & OXNARD AIRPORT AUTHORITY**

**A. Subject: Review and Make a Recommendation Regarding the Monthly Noise Report Format**

**Recommendation:**

Review the current Monthly Noise Report format, review noise reports from comparable airports (Exhibits 1-7), receive and file a staff update regarding a noise program under development, and discuss nominating member(s) to join a subcommittee with other advisory body members along with select staff formed to recommend changes to the monthly noise report format and content.

Deputy Director Dave Nafie reviewed a PowerPoint presentation. Mr. Nafie discussed the composition of the subcommittee and explained the process of appointing volunteers to the subcommittee. Camarillo Airport Authority Public Member Scott Barer volunteered to be on the subcommittee and Oxnard Airport Authority Public Member Eugene Fussell also volunteered to be on the subcommittee. Supervisor Kelly Long and Councilmember Bert Perello would like Mr. Bill Thomas to be a participant on the subcommittee. Authority members provided feedback as to what information they would like captured in the Monthly Noise Report.

**Noise Subcommittee Authority Members**

**Scott Barer, Camarillo Airport Authority  
Eugene Fussell, Oxnard Airport Authority**

**B. Subject: Update of the Revised Form Hangar Lease Agreement for Privately Owned Hangars at the Camarillo and Oxnard Airports Which Replaces Month-to-Month Leases with Term Leases**

**Recommendation:**

Receive an update regarding the revised form hangar lease agreement for privately owned hangars at Camarillo and Oxnard Airports, which will replace the existing month-to-month leases with 20-year term leases.

Deputy Director Dave Nafie summarized terms of the proposed hangar lease agreement. He shared that the only outstanding issues involve language about vehicle stickers and a mediation clause. Language about vehicle stickers has been removed from the lease agreement and staff is working with the Camarillo Oxnard Hangar Owners and Tenants Association to finalize mediation clause language. Staff plans to bring the final lease agreement to the Airport Authorities during the April meeting.

**OXNARD AIRPORT AUTHORITY**

**C. Subject: Consider Adoption of Resolution #7 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority for a 30-Day Period**

**Recommendation:**

Consider adoption of Resolution #7 (Exhibit 1) authorizing remote teleconference meetings of the Oxnard Airport Authority for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

***Oxnard Airport Authority: Supervisor Kelly Long moved to approve staff's recommendation and Supervisor Carmen Ramirez seconded the motion. All members voted in favor and the motion passed unanimously 5-0***

**CAMARILLO AIRPORT AUTHORITY**

**D. Subject: Consider Adoption of Resolution #7 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority for a 30-Day Period**

**Recommendation:**

Consider adoption of Resolution #7 (Exhibit 1) authorizing remote teleconference meetings of the Camarillo Airport Authority for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

***Camarillo Airport Authority: Public Member Scott Barer moved to approve staff's recommendation and Mayor Shawn Mulchay seconded the motion. All members voted in favor and the motion passed unanimously 5-0.***

## **7. DIRECTOR'S REPORT**

Deputy Director Dave Nafie provided an update on the Cloud Nine project at Camarillo Airport. Mr. Nafie acknowledged the City of Camarillo staff and Camarillo City Council for assisting RKR, developer of Cloud Nine, to obtain final permits needed to continue their project and move towards obtaining all the necessary County permits to build their hangars. Mr. Nafie also provided an update on the maintenance work being done on the AVEX (fixed based operator at Camarillo Airport) self-serve fueling island, and mentioned that the repair is delayed due to a back order of parts needed. AVEX hopes to complete repairs in April.

Mr. Nafie mentioned that there has been development interest at the Oxnard Airport, specifically the five-acre lot next to Aspen Helicopters and the older hangars, 2 and 3, located near the main apron. Mr. Nafie also discussed the Taxiway Connector project at Oxnard Airport. The Federal Aviation Administration is providing 3.25 million in funding for the base bid. The department expect bids to open on April 5<sup>th</sup> and construction to begin in the summer. No significant closures are expected and most of the work is to be done at night.

Deputy Director Nafie shared that staff is working on budget presentations in preparation for the upcoming fiscal year which starts on July 1<sup>st</sup>, and will be presenting those budget numbers to the advisory bodies in the future. Mr. Nafie also shared the department is in the final stages of securing funding for security camera upgrades and access gate modernization at Camarillo and Oxnard Airports.

Deputy Director Nafie shared that he represented the Department of Airports at the American Public Works Association, Ventura County Chapter's luncheon at which the Runway 7-25 Reconstruction project was named 2021 Project of the Year award in the Transportation category. The project's design engineers also attended the event.

***Report was received and filed.***

## **8. REPORTS**

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

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

***Reports were received and filed.***

## **9. CORRESPONDENCE**

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

Letter dated February 10, 2022 from Director Keith Freitas to Greg Ramirez, City of Camarillo re: Cloud Nine Project

Letter dated February 14, 2022 from Martin Erickson, Ventura County Transportation Commission to Jay Dobrowalski, City of Oxnard re: Teal Club Specific Plan

Letter dated February 15, 2022 from Director Keith Freitas to Jay Dobrowalski, City of Oxnard re: Teal Club Specific Plan, Recirculated Draft EIR, Ventura County, Department of Airports Review Comments

Letter dated February 22, 2022 from Andrea Ozdy, Ventura Local Agency Formation Commission to Jay Dobrowalski, City of Oxnard re: Notice of Availability of a Recirculated Draft Environmental Impact Report (DEIR) for the Teal Club Specific Plan (TCSP) Project

***Correspondence was received and filed.***

## **10. AUTHORITY COMMENTS**

Public Member Eugene Fussell shared that he will reserve comments and congratulations on the private hangar lease agreement until after it is done and signed.

Mayor Shawn Mulchay thanked Deputy Director Dave Nafie for addressing the security cameras at Camarillo and Oxnard Airports.

Councilmember Bert Perello thanked Chair Vianey Lopez for running a good meeting.

Public Member Scott Barer clarified that the next meeting will be held on April 14, 2022.

## **11. ADJOURNMENT**

There being no further business, the March 10, 2022 Camarillo Airport Authority and Oxnard Airport Authority meeting was adjourned at 7:52 p.m.

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



**CAMARILLO AIRPORT AUTHORITY AND OXNARD AIRPORT AUTHORITY**

**SPECIAL MEETING**

**MINUTES**

**April 8, 2022**

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

OAA Chair, Vianey Lopez, called the meeting to order at 12:04 p.m. and led the pledge of allegiance, followed by a moment of silence for the Sacramento victims.

**2. ROLL CALL**

**CAA PRESENT**

Kelly Long  
 Carmen Ramirez  
 Shawn Mulchay  
 Scott Barer

**CAA ABSENT**

Susan Santangelo (E)

**OAA PRESENT**

Kelly Long  
 Carmen Ramirez  
 Bert Perello  
 Vianey Lopez  
 Eugene Fussell

**OAA ABSENT**

*Excused (E)*

*Late (L)*

*Alternate (Alt)*

**AIRPORT STAFF**

Keith Freitas, Director  
 Dave Nafie, Deputy Director  
 Ana Castro, Program Administrator

**3. AGENDA REVIEW**

No changes to the agenda.

#### 4. NEW BUSINESS

##### CAMARILLO AIRPORT AUTHORITY

**A. Subject: Consider Adoption of Resolution #8 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority for a 30-Day Period**

**Recommendation:**

Consider adoption of Resolution #8 (Exhibit 1) authorizing remote teleconference meetings of the Camarillo Airport Authority for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

***Camarillo Airport Authority: Public Member Scott Barer moved to approve staff's recommendation and Supervisor Kelly Long seconded the motion. All members voted in favor and the motion passed 4-0.***

##### OXNARD AIRPORT AUTHORITY

**B. Subject: Consider Adoption of Resolution #8 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority for a 30-Day Period**

**Recommendation:**

Consider adoption of Resolution #8 (Exhibit 1) authorizing remote teleconference meetings of the Oxnard Airport Authority for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

***Oxnard Airport Authority: Supervisor Carmen Ramirez moved to approve staff's recommendation and Councilmember Bert Perello seconded the motion. All members voted in favor and the motion passed 5-0.***

#### 5. ADJOURNMENT

There being no further business, the April 8, 2022 Camarillo Airport Authority and Oxnard Airport Authority special meeting was adjourned at 12:08 p.m.

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



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April 14, 2022

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

**Subject: Consider Adoption of Resolution #9 Authorizing Remote Teleconference Meetings of the Oxnard Airport Authority for a 30-Day Period**

**Recommendation:**

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

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

**Discussion:**

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

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

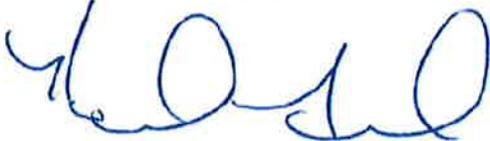
Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020. Dr. Robert Levin, Ventura County Health Officer, issued a recommendation regarding social distancing and continued remote meetings of legislative bodies on November 15, 2021 (Exhibit 2). Dr. Levin's recommendation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

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

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

Attached for consideration is Resolution #9, that if adopted, authorizes your Airport Authority to meet remotely for a 30-day period. Additionally, if Resolution #9 is approved, the regular meeting of the Airport Authority scheduled on Thursday, May 12, 2022 at 6:30 p.m. would be held remotely.

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



KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachments:

- Exhibit 1 – Resolution #9
- Exhibit 2 – Letter from Dr. Robert Levin dated November 15, 2021

**RESOLUTION #9 OF THE OXNARD AIRPORT AUTHORITY AUTHORIZING  
REMOTE TELECONFERENCE MEETINGS OF THE OXNARD AIRPORT  
AUTHORITY FOR A 30-DAY PERIOD PURSUANT TO GOVERNMENT CODE  
SECTION 54953, SUBDIVISION (e), OF THE RALPH M. BROWN ACT**

**WHEREAS**, the County of Ventura (“County”) is committed to preserving and nurturing public access and participation in meetings of the Oxnard Airport Authority (“Airport Authority”);

**WHEREAS**, Government Code section 54953, subdivision (e), of the Brown Act, authorizes the legislative body of a local agency to use remote teleconferencing in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions;

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing;

**WHEREAS**, such conditions now exist in Ventura County, specifically, Governor Gavin Newsom declared a state of emergency in response to the COVID-19 pandemic on March 4, 2020 (“State of Emergency”);

**WHEREAS**, on September 21, 2021 and November 15, 2021, Dr. Robert Levin, Ventura County Health Officer, issued recommendations to continue practicing social distancing measures throughout Ventura County communities, including to continue to implement 100 percent remote meetings of all legislative bodies in Ventura County, to prevent and minimize the spread of COVID-19 (“Recommendation to Promote Social Distancing”);

**WHEREAS**, on October 14, 2021, November 10, 2021, December 9, 2021, January 5, 2022, January 13, 2022, February 10, 2022, March 10, 2022, and April 8, 2022, the Airport Authority considered the circumstances of the State of Emergency and Dr. Levin’s Recommendation to Promote Social Distancing and resolved to continue remote teleconference meetings for thirty days;

**WHEREAS**, the Airport Authority does hereby find that it has reconsidered the circumstances of the State of Emergency, the State of Emergency remains active and continues to directly impact the ability of its members and attendees to meet safely in person, and that the Ventura County Health Officer, Dr. Robert Levin, continues to recommend measures to promote social distancing to minimize the spread of COVID-19

including that all legislative bodies in Ventura County continue to meet remotely, as further explained in his Recommendation to Promote Social Distancing, which has not been rescinded and remains in effect;

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Airport Authority as follows:

Section 1. The foregoing recitals are true and correct.

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

Section 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) May 14, 2022, or such time the Airport Authority adopts a subsequent resolution in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the Airport Authority may continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3).

Upon motion of Airport Authority member \_\_\_\_\_, seconded by Airport Authority member \_\_\_\_\_, and duly carried, the Oxnard Airport Authority hereby adopts this resolution on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Vianey Lopez, Chair  
Oxnard Airport Authority

To: Board of Supervisors  
County Executive Office  
Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

Re: Recommendation regarding Social Distancing and Continued Remote Meetings of  
Legislative Bodies

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

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

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

**though driven by good intentions, lifting the remote meetings policy at this time would be premature.**

**If you have any questions regarding this recommendation, please do not hesitate to contact me.**



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April 14, 2022

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

**Subject: Consider Adoption of Resolution #9 Authorizing Remote Teleconference Meetings of the Camarillo Airport Authority for a 30-Day Period**

**Recommendation:**

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

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

**Discussion:**

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

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

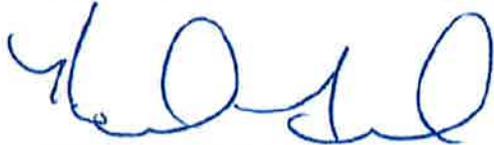
Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020. Dr. Robert Levin, Ventura County Health Officer, issued a recommendation regarding social distancing and continued remote meetings of legislative bodies on November 15, 2021 (Exhibit 2). Dr. Levin's recommendation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

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

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

Attached for consideration is Resolution #9, that if adopted, authorizes your Airport Authority to meet remotely for a 30-day period. Additionally, if Resolution #9 is approved, the regular meeting of the Airport Authority scheduled on Thursday, May 12, 2022 at 6:30 p.m. would be held remotely.

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



KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachments:

Exhibit 1 – Resolution #9  
Exhibit 2 – Letter from Dr. Robert Levin dated November 15, 2021

**RESOLUTION #9 OF THE CAMARILLO AIRPORT AUTHORITY AUTHORIZING  
REMOTE TELECONFERENCE MEETINGS OF THE CAMARILLO AIRPORT  
AUTHORITY FOR A 30-DAY PERIOD PURSUANT TO GOVERNMENT CODE  
SECTION 54953, SUBDIVISION (e), OF THE RALPH M. BROWN ACT**

**WHEREAS**, the County of Ventura (“County”) is committed to preserving and nurturing public access and participation in meetings of the Camarillo Airport Authority (“Airport Authority”);

**WHEREAS**, Government Code section 54953, subdivision (e), of the Brown Act, authorizes the legislative body of a local agency to use remote teleconferencing in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions;

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing;

**WHEREAS**, such conditions now exist in Ventura County, specifically, Governor Gavin Newsom declared a state of emergency in response to the COVID-19 pandemic on March 4, 2020 (“State of Emergency”);

**WHEREAS**, on September 21, 2021 and November 15, 2021, Dr. Robert Levin, Ventura County Health Officer, issued recommendations to continue practicing social distancing measures throughout Ventura County communities, including to continue to implement 100 percent remote meetings of all legislative bodies in Ventura County, to prevent and minimize the spread of COVID-19 (“Recommendation to Promote Social Distancing”);

**WHEREAS**, on October 14, 2021, November 10, 2021, December 9, 2021, January 5, 2022, January 13, 2022, February 10, 2022, March 10, 2022, and April 8, 2022, the Airport Authority considered the circumstances of the State of Emergency and Dr. Levin’s Recommendation to Promote Social Distancing and resolved to continue remote teleconference meetings for thirty days;

**WHEREAS**, the Airport Authority does hereby find that it has reconsidered the circumstances of the State of Emergency, the State of Emergency remains active and continues to directly impact the ability of its members and attendees to meet safely in person, and that the Ventura County Health Officer, Dr. Robert Levin, continues to recommend measures to promote social distancing to minimize the spread of COVID-19

**EXHIBIT 1**

including that all legislative bodies in Ventura County continue to meet remotely, as further explained in his Recommendation to Promote Social Distancing, which has not been rescinded and remains in effect;

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Airport Authority as follows:

Section 1. The foregoing recitals are true and correct.

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

Section 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) May 14, 2022, or such time the Airport Authority adopts a subsequent resolution in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the Airport Authority may continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3).

Upon motion of Airport Authority member \_\_\_\_\_, seconded by Airport Authority member \_\_\_\_\_, and duly carried, the Camarillo Airport Authority hereby adopts this resolution on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Susan Santangelo, Chair  
Camarillo Airport Authority

To: Board of Supervisors  
County Executive Office  
Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

Re: Recommendation regarding Social Distancing and Continued Remote Meetings of  
Legislative Bodies

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

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

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

though driven by good intentions, lifting the remote meetings policy at this time would be premature.

If you have any questions regarding this recommendation, please do not hesitate to contact me.



# 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](http://www.ventura.org/airports)

April 4, 2022

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

**Subject: Review, Discuss, and Provide Direction to Staff as to Format and Content of a Draft Voluntary Noise Abatement Procedure Pilot Guide**

**Recommendations:**

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

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

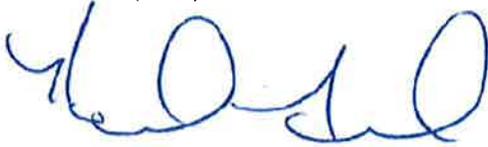
**Discussion:**

The Department of Airports (Department) seeks to improve the type and quality of useful information provided to our stakeholders through multiple channels. For over the past year, the Department has been making continual improvements to the website and other electronic media, directly engaging with stakeholders, adding ways to contact the Department regarding noise issues, and improving written communication documents.

The prior version of our Pilot Guide series included visual representations of the traffic patterns at both Oxnard and Camarillo Airports that could be misinterpreted and lead to confusion. The Pilot Guide also conveyed the key elements of the Voluntary Noise Abatement Program that our stakeholders have asked staff to consider updating. Based on stakeholder feedback, and because other information provided on the Pilot Guide had become outdated, the Department engaged Coffman Associates to prepare an updated Pilot Guide that will provide an opportunity to re-envision the format.

Attached as Exhibit 1 is a draft Pilot Guide for Oxnard Airport. The version provided to your Commission/Authorities reflects an accurate graphical and textual representation of the Oxnard Airport traffic pattern, enhanced depiction of noise sensitive areas, reference to a right traffic pattern for Runway 25, and other updated information useful to pilots and others looking for a convenient reference guide for Oxnard Airport. Input and direction received from your Commission/Authorities will be used to refine the draft Pilot Guide for Oxnard Airport, and to prepare a draft Pilot Guide for Camarillo Airport. Staff will bring back final versions of Pilot Guides for both airports at a future meeting.

If you have any questions regarding this item, please call Dave Nafie at 388-4201, or me at (805) 388-4200.

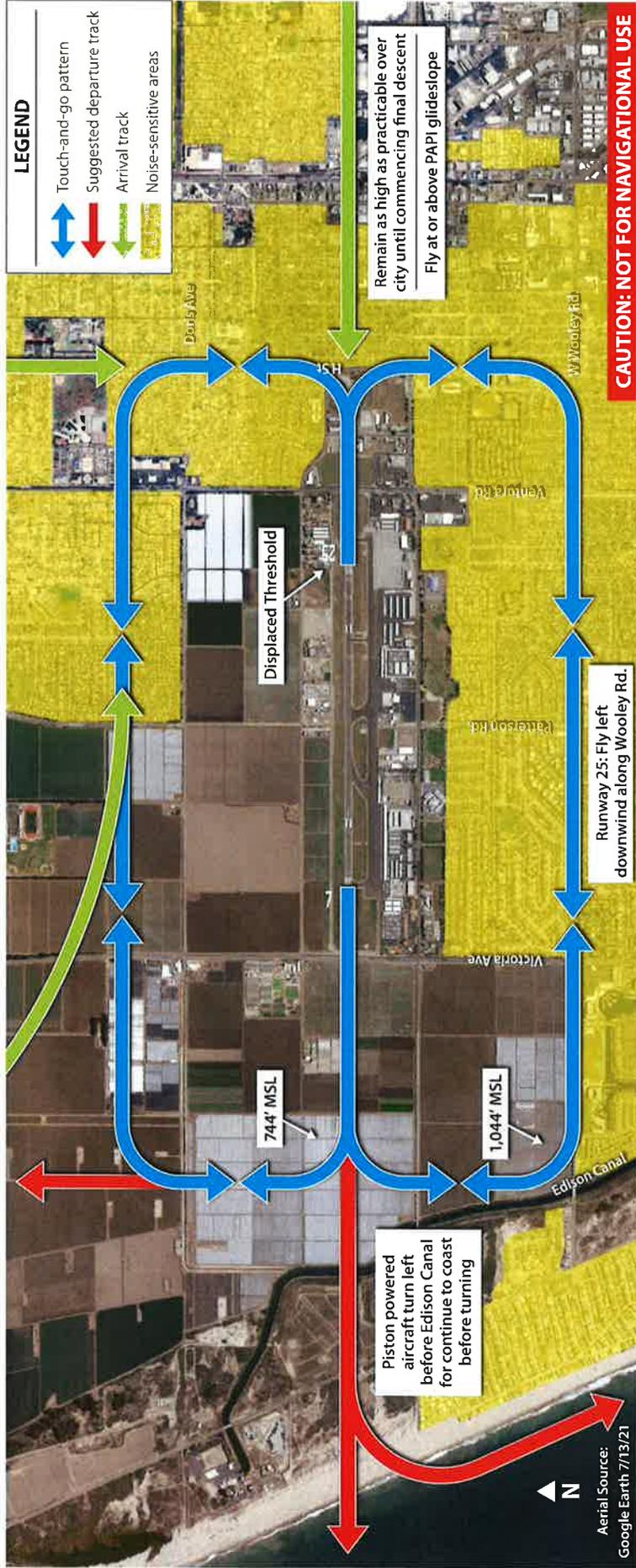


KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachment:

Exhibit 1 – Draft Voluntary Noise Abatement Pilot Guide for Oxnard Airport

# OXNARD AIRPORT FLY FRIENDLY PROGRAM



- No formation takeoffs or landings without prior permission from the Airport Director.
  - No high power engine run-ups for maintenance between 7:00 p.m. and 7:00 a.m.
  - Late night arrivals use GPS Runway 7 approach when wind, weather, and safety permit.
  - Use extreme caution when departing Runway 7 due to opposite direction instrument approach traffic.
  - Southbound departures off Runway 25 by piston powered (less than 12,500 lbs.) aircraft, after reaching 700' AGL, turn left past the runway end and before the Edison Canal, or continue to coastline.
  - Exercise extreme caution on Runway 25 due to Camarillo traffic and instrument approaches being conducted to Oxnard's Runway 25.
  - Straight-in arrivals on Runway 25: cross the Camarillo Airport at or above 2000' and remain as high as practical over the city until commencing final descent.
  - No departures on Runway 7 from midfield intersection (Taxiway C).
  - Runway 25 Pattern: requesting right traffic will reduce overflight of noise sensitive areas. Follow all ATC instructions.
- Compliance with recommended noise abatement procedures is encouraged. No procedure should be allowed to compromise flight safety.**





# 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](http://www.ventura.org/airports)

April 4, 2022

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

### **Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

### **Discussion:**

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 since 1985. 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 hiring 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.

During the last seven years many issues have been negotiated and agreed upon between the Department of Airports and the hangar tenant representatives, most recently collectively known as the Camarillo Oxnard Hangar Owners Tenant Association (COHOTA). The Department of Airports has worked with COHOTA over the last five months to work through the final remaining items and have reached consensus on a new lease. On March 12, 2022, the COHOTA Board unanimously voted to support the new lease. The new lease was also well received during the COHOTA general meeting held on March 19, 2022.

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
- **Allows transfer and or assignment** of hangars
- **Allows 6 months to replace aircraft**
- **Motor vehicle allowed:** one 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
- **Mediation clause included**

Once this new lease has been approved by the Board of Supervisors, the Department of Airports will begin the transition process by sending out a notice to existing tenants informing them of the requirement to swap over to the new 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.

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



KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports

Attachment:

Exhibit 1 – Revised privately owned hangar lease form

**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 1**

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 calendar 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** 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 described in this Agreement. All uses, stored items, and activities must comply with all applicable federal, state, and local laws, including, but not limited to, airport rules and regulations, state and local building, safety, and fire codes, and the FAA Final Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended. . Non-aeronautical items may be stored in the Hangar, provided the items do not interfere with the aeronautical use of the Hangar. No storage is allowed outside of the Hangar. Failure to comply with this section 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, but not those regarding Hangar 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** Before replacing the Aircraft with another aircraft, whether by sale, transfer, or other disposal of the Aircraft, Lessee must obtain County's written approval, which will not be unreasonably withheld.

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.

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 15 calendar 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 15 calendar 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 calendar 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 calendar 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 38 of this Agreement, and Lessee's failure to reimburse County within 30 calendar 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 replacement cost 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 calendar 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 calendar days of said billing. Failure to begin maintenance within 30 calendar 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 calendar 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 calendar 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 are not certified as "UL Listed" by UL, LLC or its successor 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**

a) **THIRTY-DAY NOTICE TO CURE:** Except as otherwise provided, if 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 after such notice is deemed given according to this Agreement, the party giving notice may, at its option, terminate this Agreement immediately upon written notice pursuant to section 57.

b) **NON-CURABLE DEFAULTS:** Notwithstanding paragraph (a), the parties acknowledge that because the Premises is part of an airport, severe, dangerous circumstances could occur that would warrant County proceeding with terminating the lease upon notice under Code of Civil Procedure section 1161(3) or (4) (relating to non-curable breaches) instead of the 30-day notice specified in paragraph (a). Specifically, termination upon notice under Code of Civil Procedure section 1161(3) or (4) may occur in any of the following circumstances:

- i) When the breach or default cannot be cured by Lessee after notice;
- ii) When Lessee uses the Airport for an unlawful purpose;
- iii) When Lessee commits, maintains, or allows the commission or maintenance of a nuisance (as defined in Civil Code section 3479 et seq.) on the Airport; or
- iv) When the breach or default causes a serious risk to the safety or security of persons or property at the Airport, including, without limitation, a deliberate act of violence; criminal activity that jeopardizes the Airport or people or property thereon; willful disobedience of published rules and regulations; or willful disobedience of lawful instructions of Department of Airports staff relating to aircraft operations or an immediate safety or security need at the Airport.

In these circumstances, maintaining the lease for an additional 30 calendar days would result in danger to the public, other tenants, or the Airport. The parties do not intend *de minimis* breaches or trivial defaults to warrant termination upon notice under Code of Civil Procedure section 1161(3) or (4).

- c) **GENERAL:** The enumeration in this Agreement of various grounds for default does not mean that such enumerated grounds are the only grounds for default under this Agreement. The parties do not intend to limit any other rights either party may have under Code of Civil Procedure section 1161. 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. **MEDIATION**

- a) Except as provided in subdivision e), County and Lessee agree to submit to non-binding mediation any dispute arising out of a claim by a party that the other party has breached one or more sections of this Agreement.
- b) A party must provide notice of a written request for mediation to the other party within 14 calendar days of the date on which notice of a breach or default is deemed given under this Agreement. Failure to provide notice of a written request for mediation as required by this section thereby waives any right to request mediation.
- c) Upon a party's request for mediation, the parties must select a mediator. Neither party may unreasonably withhold its consent to the selection of a mediator. If the parties are unable to agree upon a mediator, each party must designate a person to select a mediator, and the parties' designated persons must then select a mediator. The parties must select a mediator within 14 calendar days after notice of a request for mediation was received. Mediation fees, if any, must be divided equally among the parties.
- d) Upon expiration of any applicable 30-day notice to cure, a party may file a court or administrative complaint, but any pending court or administrative action will be stayed, and the applicable statute of limitations will be tolled, until the earlier of either: (i) completion of the mediation; or (ii) 75 calendar days after the date on which notice of a breach or default was deemed given, which may be extended by mutual agreement of the parties.
- e) The following matters are excluded from mediation:
  - i) An unlawful detainer action alleging a default described in section 39(b) of this Agreement or nonpayment of rent;
  - ii) Any dispute related to permitted uses of the hangar arising out of section 4 of this Agreement;
  - iii) Any dispute related to hazardous materials and hazardous work, arising out of section 33 of this Agreement;
  - iv) The filing or enforcement of a mechanic's lien or other lien against Lessee's personal property;

- v) An action by County to remove a lien on the Premises;
- vi) Any matter within the jurisdiction of a probate, small claims, or bankruptcy court;
- vii) An action to obtain an order of attachment, receivership, injunction, or other provisional remedy; and
- viii) Any dispute related to an emergency, violent act, or criminal activity that jeopardizes the Airport, people, or property thereon, including, but not limited to, a restraining order.

41. **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, County may conduct an inspection to verify that all improvements made to the Hangar by Lessee comply with all applicable building codes. Any improvement's failure to so comply may result in County not approving the transfer.
42. **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, Aircraft, and personal property and satisfy its lien in accordance with sections 1208.61 through 1208.70, inclusive, of the Code of Civil Procedure and other applicable law, and have and recover all costs in connection with the repossession of, said Hangar, Aircraft, or personal property and assertion of the lien.
43. **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.

44. **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. **TIME** Time is of the essence of this Agreement.
46. **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. **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. **FEDERAL AUTHORITY** 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. All provisions of this Agreement are subordinate to the provisions and requirements of any existing or future agreement between the County and the United States of America relating to the development, operation, or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport.
49. **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.
50. **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. **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. **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. **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. **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.
55. **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. **HEADINGS** Section and subsection headings in this 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. **NOTICES AND PAYMENTS**

- a) All notices required or permitted by this Agreement or applicable law must be in writing and may be delivered in person (by hand or by courier); sent by United States Postal Service first class, certified, registered, or express mail, with postage prepaid; or sent by e-mail, and will be deemed sufficiently given if served in a manner specified in this section. 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. A notice of default or breach must be given in writing by e-mail, by certified mail, and by notice posted on the Hangar's door. Either party may by written notice to the other specify a different address for notice. 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.

- b) Any notice sent by registered or certified mail, return receipt requested, is

deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark on the receipt card. If sent by regular mail the notice is deemed given five business days after the notice is addressed as required by this Agreement and mailed with postage prepaid. A notice sent by express mail or overnight courier that guarantees next-day delivery is deemed given 24 hours after delivery of the notice to the United States Postal Service or courier. A notice delivered by hand or sent by e-mail is deemed given when sent. A notice sent by more than one method is deemed given at the earliest time provided for any of the methods used. If, under this section, notice is deemed given on a Saturday, Sunday, or legal holiday, then notice is deemed given on the next business day.

- c) All payments required by this Agreement may be given by enclosing the same in a sealed envelope addressed to County at the address required by this section for notices and by depositing such envelope, with postage prepaid, with any United States Post Office facility.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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](http://www.ventura.org/airports)

April 4, 2022

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

**Subject: Receive and File a Presentation Regarding Landing Fees for Aircraft Operations at Oxnard & Camarillo Airports and Noise Mitigation Measures**

**Recommendations:**

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

**Fiscal/Mandates Impact:**

There are no fiscal impacts associated with this action.

**Discussion:**

During the January 13, 2022, Oxnard Authority meeting Supervisor Carmen Ramirez asked if the Department of Airports could provide some background information and discussion regarding charging of landing fees to all aircraft operating at Oxnard and Camarillo Airports. The proposal was made by constituents near the Oxnard Airport suggesting that landing fees be implemented at the Oxnard Airport with the goal of reducing the number of aircraft conducting touch and go (TNG) operations by discouraging pilots from operating at the Oxnard Airport. It was suggested that charging landing fees for each TNG would thus help mitigate noise related complaints. It was also suggested that this action would provide additional revenues for the County Airports. Ventura County Airports does currently charge landing fees for commercial aircraft and large aircraft weighing more than 12,500 pounds. There is a minimum fee of \$15.49 or \$1.44/1000lbs whichever is greater.

In 1990 the federal government passed the Airport Noise and Capacity Act (ANCA) which among other things limits local airports from establishing new noise abatement

restrictions. This action was taken because airports across the country were implementing various noise restrictions that were impacting interstate commerce and the national aviation transportation system. ANCA grandfathered any existing noise restrictions that were implemented prior to 1990. However, any airport that desires to implement new noise restrictions must now complete and have the Federal Aviation Administration (FAA) approve an FAR Part 161 study. Ventura County charging landing fees in an effort to discourage TNG operations would be considered a new noise abatement restriction by the FAA. Since 1990 approximately 21 airports have conducted FAR Part 161 studies with the intent of implementing new noise restrictions, but only one airport has been successful. Both Burbank and Los Angeles Airports have initiated FAR Part 161 studies, however, both were denied by the FAA. Burbank spent seven years and \$7,000,000 on their failed attempt.

Additionally, since the FAA provides grant funding to Ventura County Airports (both Oxnard and Camarillo) the County has agreed to various obligations. Specifically, with each FAA grant Ventura County is bound by the FAA's Airport Sponsor Assurances. Instituting a landing fee for light aircraft, to reduce aircraft operations and specifically TNG operations, would violate FAA grant assurances.

FAA Grant Assurance 22 Economic Nondiscrimination directs that an airport will be available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities. This would prohibit the Department of Airports from charging aircraft landing fees in an effort to keep them from conducting TNG operations. The FAA and pilots would likely argue that implementing a landing fee for light aircraft now makes Oxnard and Camarillo Airports' access unreasonably restrictive.

Assurance 24 Fee and Rental Structure directs that the sponsor will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible. The Department of Airports already has an established rates and fee structure in place. Although Oxnard Airport currently operates at a small average annual loss, approximately \$4,000, it is not accurate to suggest that landing fees are necessary to offset that minor loss. The County's airports (Oxnard and Camarillo) are not operated independently but instead they operate as a single Airport Enterprise Fund that annually generates over \$2.5 million in excess operating revenues and has reserves totaling more than \$10 million. It would be difficult to justify to the FAA that additional revenues are required to support the Ventura County airport system. Under the FAA policy governing airport fees, all fees, including landing fees, must be fair and reasonable, which is generally determined by asking whether the fees are necessary to offset the costs of providing airfield facilities and services to aeronautical users. The FAA can and will intervene if a dispute arises and a fee appears unreasonable.

The Department of Airports thought it would be beneficial to provide some historical background regarding the noise issues at both Oxnard and Camarillo Airports. Between February 2021 and January 2022, the total number of individuals contacting the

Department of Airports regarding aircraft noise, associated with Oxnard Airport, has ranged between 2 and 13 callers per month. Oxnard Airport has averaged 150 noise complaints per month during the past 12-months. It is important to highlight that the months of August, September and October were not included in the average since the runway was closed during this period and very few noise complaints were received during this time. Between February 2021 and January 2022, the total number of individuals contacting the Department of Airports regarding aircraft noise, associated with Camarillo Airport, has ranged between 0 and 28 callers per month. Camarillo Airport has averaged 29 noise complaints per month during the past 12-months.

During the past 30 years the total number of aircraft operation and TNG operations has only fluctuated slightly. These fluctuations have correlated with the economy and the demand for new pilots. Currently the number of new pilots needed over the next 20 years is more than 500,000 worldwide. While training activity has been trending up since the last recession, the biggest contributor to the increase in noise complaints over the last two years has been associated with workforce changes, i.e., many more individuals working remotely.

Ventura County Airports currently does charge landing fees for aircraft that the FAA classifies as "large aircraft" (weighing more than 12,500 lbs.). Although the Department of Airports would not recommend implementing landing fees for "small aircraft" (aircraft less than 12,500 lbs., per the FAA) at this time, we do appreciate that noise is a top concern for the communities near the Oxnard and Camarillo Airports. Towards that effort the Department of Airports has requested approval to add a new Public Information Officer position that will focus on expanding and refining the noise mitigation program, pilot education, and community outreach. The Department is also in the process of purchasing new aircraft flight tracking technology and data analysis equipment which will assist Airport staff to mitigate noise impacts. Lastly, the Department of Airports is working with the FAA to secure funding for a Part 150 Noise Mitigation and Compatibility Study within the next few years. We believe these actions will provide the most effective means to address noise issues in both the short and long term.

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



KEITH FREITAS, A.A.E., C.A.E.  
Director of Airports



# COUNTY of VENTURA

## Department of Airports

### MONTHLY ACTIVITY REPORT

Month ending February 28, 2022

#### Hangars and Tie-downs:

Camarillo				Oxnard			
	Inventory	Occupied	Available		Inventory	Occupied	Available
<b>Hangars</b>				<b>Hangars</b>			
Private	170	170	0	Private	79	79	0
County	160	160	0	County	66	60	6
Out of Service	16	0	0	Out of Service	7	0	0
<b>Total</b>	<b>346</b>	<b>330</b>	<b>0</b>	<b>Total</b>	<b>152</b>	<b>139</b>	<b>6</b>
<b>Tie-downs</b>				<b>Tie-downs</b>			
County	96	43	53	County	7	1	6
Western Cardinal	25	18	7	Goldenwest Jet Center	15	11	4
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2
Visitor	35			Visitor	11		
<b>Total</b>	<b>191</b>	<b>91</b>	<b>65</b>	<b>Total</b>	<b>41</b>	<b>18</b>	<b>23</b>

#### Airport/Tower Operations:

#### Aircraft Incidents:

	Camarillo	Oxnard
Current year for the month	13,939	6,664
Last year for the month	12,772	6,877
% Change	9%	-3%
Current year to date	26,720	14,536
Last year to date	24,399	13,309
% Change	10%	9%

	Camarillo	Oxnard
Current Month	6*	1**
Current year to date	9	1

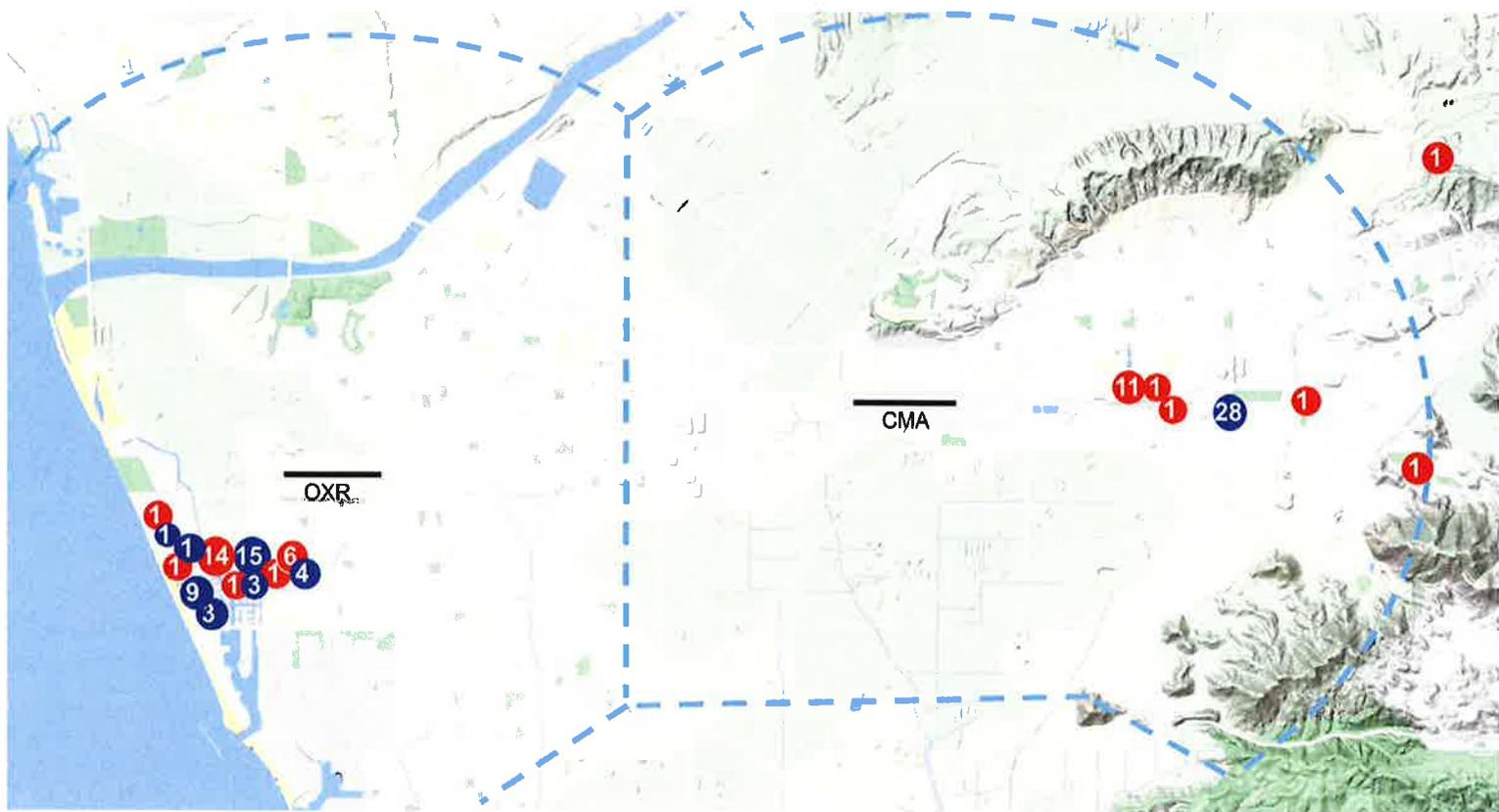
\* Tires deflated (5); Bird struck propeller while idling (1)

\*\* Aircraft returned for precautionary landing (1)

#### Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	1	14
Cards issued to transient overnight aircraft	15	3
Noise/nuisance compliants	46	62
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	15	0

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



Ventura County Noise Complaints - February 2022

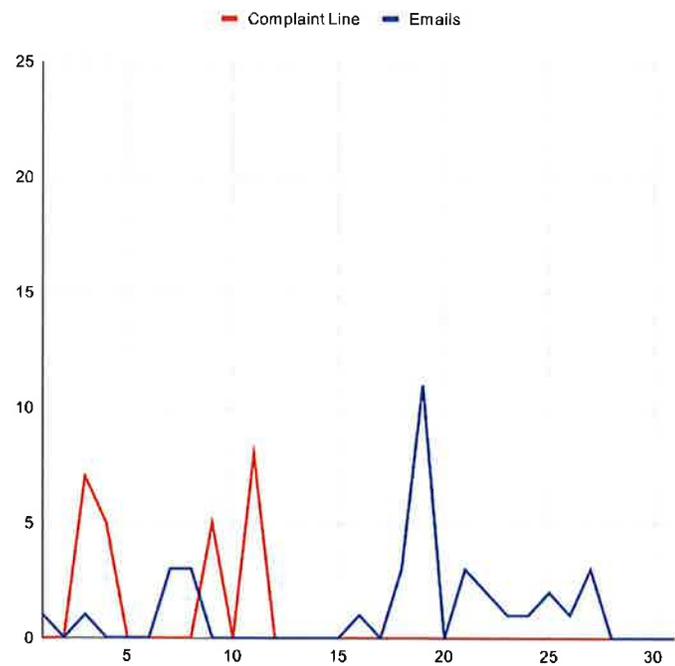
OXR

Total Contacts Logged	Recieved from Complaint Line	Emailed Complaints	Batch Email Complaints	Total Deviations from VNAP**
62	25	37	0	60

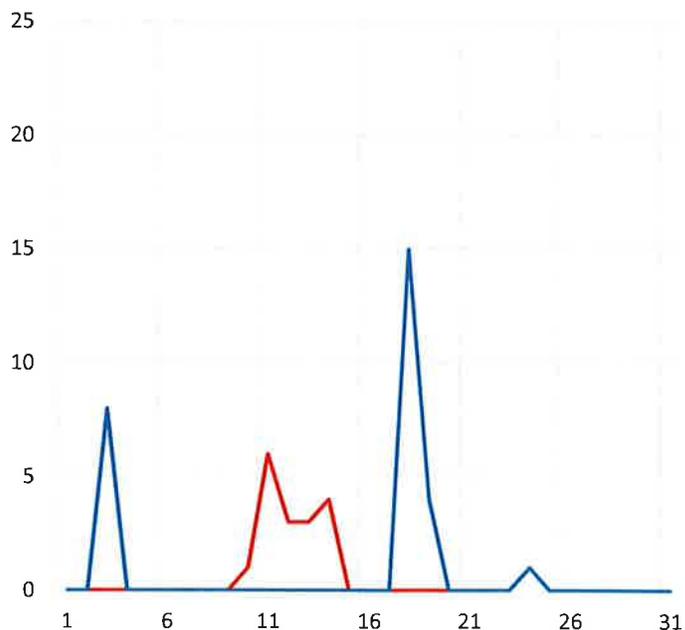
CMA

Total Contacts Logged	Recieved from Complaint Line	Emailed Complaints	Batch Email Complaints	Total Deviations from VNAP**
46	18	28	0	43

OXR



CMA



\*\* Voluntary Noise Abatement Procedures



**FEBRUARY 2022**

## **CAMARILLO AIRPORT – AIRPORT MASTER PLAN UPDATE**

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

### **Status Update: No change.**

- Current work related to the AGIS survey includes tasks associated with project management, FAA AGIS coordination, field-survey coordination, and mapping/obstruction surveys.
- The preparation of biological and cultural resource evaluations continues. The Subconsultant associated with the environmental surveys is currently on hold pending further direction related to the study process.
- Airport staff and the Consultant are in coordination to revise the scope of services to entail an ALP Update/Narrative Plan approach to the project. The Consultant has provided a draft scope to airport staff and is currently working on a cost summary proposal.

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

## **CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY**

### **Status Update:**

- Airport staff and the Consultant team have prepared an airfield development concept to be used for the airfield drainage study.
- A Subconsultant is moving forward with drainage evaluations for further input into the study. The next step is to conduct infiltration testing on the airfield.
- The Consultant is awaiting further guidance from airport staff related to a contract amendment and training/access to the airfield to conduct infiltration testing.

### **Upcoming Action Items:**

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

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

## **OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT**

### **Status Update:**

- The FAA conditionally approved the ALP Drawing Set in a letter dated February 14, 2022.
- Electronic copies of the signed/approved ALP Drawing Set have been distributed to the FAA and airport staff.

**Upcoming Action Items:**

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

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

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

**Status Update:**

- The Consultant coordinated with airport staff regarding a CatEx being prepared for hangar development (Row "I") at Camarillo Airport.
- The Consultant prepared a CatEx Update/Revalidation Letter for the relocation of an FAA-maintained power line that serves airfield equipment. This was done under the CatEx previously prepared for the runway and connector taxiways pavement reconstruction project.
- The Consultant has prepared a draft pilot guide for further coordination with airport staff.

**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 2022-03-21



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3168900-132415.05 AEA 18-06 AIP - 036	CAMARILLO	<b>CONSTRUCTION SERVICES NORTHEAST HANGAR DEVELOPMENT, PHASE 1</b> 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) Contract work complete. c) Contract Amendment No. 2 processed on 10-5-21. d) Mead & Hunt submitted final pay application in December 2021.	100%	a) County processing final Mead & Hunt invoice.
3168900-190121.02 AEA 20-03 AIP - 037	CAMARILLO	<b>CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION</b> Surface treatment and remarking of Taxiway H.	a) Construction was completed after application of second coat of pavement markings performed February 24, 25 and 26. b) As-Built version of the plans has been prepared. c) Balancing change order and final pay estimates submitted to County. c) The Final Closeout Report (FCR) is complete, except for County execution of NOC.	99%	a) Final payment to Contractor processed. Mead & Hunt resubmitting final invoice. Project closeout expected in May 2022.
22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	<b>DESIGN SERVICES OXR AND CMA DBE UPDATES (2020-2021)</b> 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) Submitted 2020 year end reports (FAA accepted). iv) Submitted 2021 year end reports (FAA accepted).	100%	a) County processing final Mead & Hunt invoice.
2206900-220887.01 AEA 22-03 AIP - N/A	CMA & OXR	<b>DESIGN SERVICES ON-CALL SERVICES (2021-2022)</b> On-call services at the request of the County. Period is effective through June 30, 2022.	a) Contract executed. b) Updated graphic (draft) prepared for hangar development area based on topographic survey.	3%	a) County review of draft hangar development graphic based on topographic survey.

March 9, 2022

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

Re: Monthly Airport Project Status Update – February 2022

Dear Mrs. Powers,

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

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

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

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

- Throughout the month of February, the County and Jviation discussed this project during weekly coordination meetings on February 3, 10, 17, and 24, 2022.
- **Upcoming:**
  - County will confirm how to proceed with the improvements on the Runway 8-26 centerline and Taxiway A.
  - County approval of the proposed engineering fees from Jviation.
  - County executes the contract with Jviation for this project.

**Airport Pavement Management System (APMS) Update**

- Throughout the month of February, the County and Jviation discussed this project during weekly coordination meetings on February 3, 10, 17, and 24, 2022.
- **Upcoming:**
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - Jviation will prepare a scope of work and will submit it to the County for review.

**Airport Capital Improvement Plan (ACIP) Update**

- There is no update on this task from February 2022.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

**On-Call Services: East End Hangar Development**

- There is no update on this task from January 2022.
- **Upcoming:**
  - This task will be removed from the status update.

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

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.  
Project Manager

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

March 16, 2022

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

Re: Monthly Airport Project Status Update – February 2022

Dear Mrs. Powers,

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

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

- Throughout the month of February, the County and Jviation discussed this project during weekly coordination meetings on February 3, 10, 17, and 24, 2022.
- Throughout the month of February, Jviation and the County coordinated with the Prime Contractor, Sully-Miller. This included coordination on construction closeout items, review of certified payrolls, and preparation of periodic pay estimates.
- Throughout the month of February, Jviation worked on the Construction Closeout Report.
- Throughout the month of February, the County and Jviation coordinated on the presentation for the APWA award luncheon.
- On February 8, 2022, Sully-Miller issued the County and Jviation a claim letter for the underrun of embankment quantity. Jviation prepared a response letter and provided it the County and Mead & Hunt to review. Jviation issued the response letter to Sully-Miller on February 15, 2022.
- On February 9, 2022, Sully-Miller issued the County and Jviation a claim letter for the excess asphalt millings generated from this project and used in the contractor staging area. Jviation prepared a response letter and provided it the County and Mead & Hunt to review. Jviation issued the response letter to Sully-Miller on February 24, 2022.
- On February 24, 2022, Contractor Pay Application No. 5 was sent out for signature. It was executed and distributed to all parties on March 1, 2022.
- On March 4, 2022, Jviation completed a site visit with airport operations staff to review the project area for items listed on the Part 139 certification compliance letter.
- **Upcoming:**
  - Jviation will continue project coordination with the County, FAA, and Sully-Miller.
  - Jviation will meet with Sully-Miller to coordinate on construction closeout items.

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

- Throughout the month of February, the County and Jviation discussed this project during weekly coordination meetings on February 3, 10, 17, and 24, 2022.
- Throughout the month of February, the County and Jviation coordinated on the relocation of the FAA power line. This included coordination meetings with the County and FAA on February 2, 16, and 23, 2022.

- Throughout the month of February, the County and Jviation coordinated on the project cost breakdown for the schedules of work and bid alternate.
- On February 15, 2022, Jviation issued the County with the updated Construction Safety and Phasing Plan (CSPP) for review. The County approved the CSPP to be submitted into the FAA 7460 process for airspace analysis.
- On February 15, 2022, Jviation met with the County to review the Contract Documents for this project.
- On February 23, 2022, Jviation submitted 7460's for the CSPP, project, and temporary equipment during construction and the Aeronautical Study Numbers for each airspace case was provided to the County.
- **Upcoming:**
  - Coordination with the County and FAA on the relocation of the FAA power line.
  - Coordination with the County and FAA on the Issued for Bid submittal, bid advertisement, and bid opening.

#### **Airport Pavement Management System (APMS) Update**

- Throughout the month of February, the County and Jviation discussed this project during weekly coordination meetings on February 3, 10, 17, and 24, 2022.
- **Upcoming:**
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - Jviation will prepare a scope of work and will submit it to the County for review.

#### **Airport Capital Improvement Plan (ACIP) Update**

- On February 23, 2022, the County requested an update to the ACIP to include an ARFF truck acquisition in fiscal year 2023. Jviation updated the ACIP and provided it to the County on February 24, 2022.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

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

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.  
Project Manager

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

# AIRPORT TENANT PROJECT STATUS March 28, 2022

## CAMARILLO

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

## OXNARD

- None

## OTHER

- None

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

**March 2022**

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA RWY Centerline and TWY Alpha Repair	TBD		Jviation	TBD	TBD	TBD	TBD	Jviation submitted SOW and cost proposal for design and bid process. Construction management proposal TBD after design identifies construction phasing/schedule.	
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	\$6,500 137,000	\$226,018	Ninyo & Moore	N/A	1/19/21	N/A	3/29/21	100 75	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Soil sampling and report submitted to State Water Board. New order requires additional workplan and sampling/monitoring. Results of this round of sampling were submitted and the Water Board has identified additional sampling needed. Consultant provided amendment to Airport for approval. The amendment was approved by the BOS in March and a schedule of work is in development for the additional sampling required.

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



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

**March 2022**

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	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$ <u>147,300</u>		<u>Coffman Assoc.</u>	<u>N/A</u>	<u>1/24/19</u>	<u>N/A</u>	<u>TBD</u>	<u>43</u>	Draft forecasts for geometry study to be refreshed with the Airport Master Plan process. Drainage survey for RWY reconstruction underway to allow for 2025 planned construction.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$ <u>273,576</u> \$ <u>213,351</u>		<u>Mead &amp; Hunt, Maxwell Asphalt</u>	<u>6/25/19</u>	<u>8/15/19</u>	<u>4/20/20</u>	<u>TBD</u>	<u>100</u> <u>99</u>	Final striping complete. Closeout paperwork underway.
5	CMA System Master Plan Update	\$ <u>741,094</u>		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/24/20</u>	<u>9/30/20</u>	<u>TBD</u>	<u>42</u>	First public workshop date held May 13, 2021. Based on workshop feedback, the master plan has been paused to address main community concerns. Certain elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process.
3	OXR RWY & TWY Connector Transitions Reconstruction	\$ <u>12,832,636</u> \$ <u>12,274,001</u>	\$ <u>124,906</u>	<u>Mead Hunt Sully-Miller Inc.</u>	<u>4/29/21</u>	<u>7/20/21</u>	<u>7/23/21</u>	<u>2/28/21</u>	<u>100</u> <u>95</u>	Final punchlist items remain with a goal to complete outstanding items by 4/1/22.

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		
3	OXR TWY Connector Reconstruction Design/Repackage	\$335,960		Jviation	TBD	12/17/21	TBD	TBD	100	95% Submittal approved by FAA for Bid as one schedule of work, then on 2/22/22, FAA requested the project be bid revised with a base bid and an alternate based on funding availability. The new bid period will begin March 30, 2022 with bids due April 26, 2022.

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

# DEPARTMENT OF AIRPORTS 2022 MEETING SCHEDULES

## AAC/CAA/OAA

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

The Aviation Advisory Commission meets on the first Monday of the month (exceptions are noted above in yellow highlight) at 7:00 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.

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