

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.21  
(ID # 18978)

MEETING DATE:

Tuesday, June 14, 2022

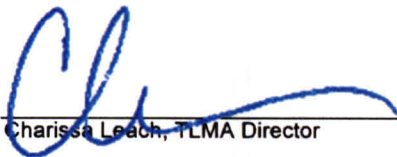
FROM : TLMA - AVIATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approval of Jacqueline Cochran Regional Airport Hangar Lease Agreement – Between the County of Riverside and Larry and Marla Strasbaugh, Thermal, CEQA Exempt, District 3, [\$2,000 Total Cost - TLMA Aviation Revenue Fund 100%] (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **Find** that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption, and Section 15061(b)(3), the "Common Sense" exemption:
2. **Approve** the attached Jacqueline Cochran Regional Airport Hangar Lease Agreement between the County of Riverside and Larry and Marla Strasbaugh, and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. **Direct** the Clerk of the Board to file the attached Notice of Exemption with the County Clerk within five working days of approval by the Board.

**ACTION:**Policy



Charissa Leach, TLMA Director

5/16/2022



Aaron Gettis, Deputy County Counsel

6/1/2022

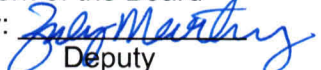
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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried,  
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, and Washington  
Nays: None  
Absent: Perez and Hewitt  
Date: June 14, 2022  
xc: TLMA-Aviation, Recorder

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 2,000	\$ 0	\$ 2,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: TLMA Aviation Revenue Fund</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	2021/22 - 2024/25

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside ("County") owns an aircraft storage hangar, consisting of approximately 10,000 square feet ("County-owned Hangar") located at the Jacqueline Cochran Regional Airport in the unincorporated area of Thermal, California. The County-owned Hangar has been occupied by the proposed tenant since 2015 and is currently under a month-to-month tenancy.

The County Transportation and Land Management Agency, Aviation Division ("Aviation") negotiated a lease agreement for the County-owned Hangar with Larry and Marla Strasbaugh ("Strasbaugh"). Strasbaugh provides commercial aircraft storage to the general-public. Details of the negotiation Lease Agreement ("Lease") with Strasbaugh are summarized below:

Lessee: Larry and Marla Strasbaugh

Premises Location: 56870 Warhawk Way  
Thermal, CA 92274

APN: 759-060-017 (a portion)

Size: 10,000 square feet each

Term: Three (3) year term

Rent: \$.35 per sq. ft.  
\$3,500.00 per month

Option to Extend: No option period

Option to Terminate: In the event of default

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301 class 1-Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption.

The Lease has been reviewed and approved by County Counsel.

**Impact on Residents and Businesses**

Approval of the attached Lease will continue to support the County's effort to increase airport operations at the Jacqueline Cochran Regional Airport. Pilots and airport enthusiasts at the Jacqueline Cochran Regional Airport will benefit by the aircraft storage services provided by Strasbaugh.

**Additional Fiscal Information**

No net County cost will be incurred and no budget adjustment is necessary, however, the Transportation and Land Management Agency, Aviation Division has incurred costs associated with this transaction. County Counsel and Facilities Management costs to date in the approximate amount of \$2,000 will be reimbursed from the TLMA Aviation Revenue Fund.

County Counsel Review	\$ 1,500
CEQA NOE	\$ 500
<b>Total</b>	<b>\$ 2,000</b>

**Attachments**

- Jacqueline Cochran Regional Airport Lease Agreement
- Notice of Exemption
- Aerial Map

**Jacqueline Cochran Regional Airport  
Hangar Lease Agreement**

This Hangar Lease Agreement ("Lease"), dated June 14 2022, is entered into by and between the **County of Riverside**, a political subdivision of the State of California, as lessor, ("Lessor" or "County"), and **Larry Strasbaugh**, an individual and **Marla Strasbaugh**, an individual, collectively as lessee ("Lessee"). Lessor and Lessee are collectively referred to herein as the "Parties," and individually as a "Party".

**RECITALS**

**WHEREAS**, Lessor owns and operates the Jacqueline Cochran Regional Airport, located in the County of Riverside, State of California identified as Assessor's Parcel No. 759-070-005 as depicted on the Airport Site Map attached hereto as Exhibit A-1 and incorporated herein by this reference ("Airport");

**WHEREAS**, Lessor owns a 10,000 square foot hangar located on the Airport as depicted on Exhibit A-2 ("County-owned Hangar");

**WHEREAS**, Lessor desires to lease the Hangar to Lessee for storage of aircraft and Lessee desires to lease the Hangar from Lessor for aircraft storage on the terms and conditions specified below.

**NOW THEREFORE**, in consideration of the payments to be made hereunder and the covenants and agreements contained herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real property described below under the following terms and conditions:

**1. Property Description.** The property leased herein is located within the Jacqueline Cochran Regional Airport, County of Riverside, State of California, and consists of an approximate 10,000 square foot aircraft hangar building ("County-owned Hangar") located on the Northwest corner of taxiway A and fronting ramp area as



1 depicted on the Site Plan attached hereto as Exhibit "A-2" outlined in blue and  
2 incorporated herein by this reference (collectively the "Leased Premises"). Lessee  
3 acknowledges and agrees that Lessee does not have fee title interest to the Airport or  
4 any portion thereof. Lessee further acknowledges and agrees that Lessee's interest is  
5 limited to a leasehold interest in that certain portion of the Airport defined herein as the  
6 "Leased Premises."

7       **2.     Term.** This Lease shall commence June 1, 2022, following full execution  
8 of this Lease, and unless earlier terminated, the term of this Lease shall be for a period  
9 of three (3) years expiring on March 31, 2025 ("Lease Term" or "Term"). Any such  
10 holdover shall be deemed to be a tenancy from month-to-month.

11       **3.     Use.** The Leased Premises shall be used for aircraft storage only and no  
12 other use or purpose without the prior written consent of Lessor. Lessee's use of the  
13 Leased Premises is subject to Riverside County Ordinance No. 576, Regulating County  
14 Airports, attached hereto as Exhibit "D" and incorporated herein by this reference.  
15 Unless otherwise approved in writing by Lessor, all aircrafts stored on the Leased  
16 Premises shall be in an operable condition, except during the course of actual repair  
17 work. Unless approved in writing by Lessor, and except as specifically authorized herein,  
18 this Lease does not authorize storage of any other items within the County-owned  
19 Hangar and/or on the Leased Premises including, but not limited to, parts, equipment,  
20 boats, watercraft, travel trailers, motorhomes or other vehicles except where storage of  
21 an automobile is incidental to the use of the aircraft. No personal equipment may be  
22 stored outside of the County-owned Hangar building.

23       Only minor maintenance allowed under Federal Aviation Regulation Part 91 is  
24 permitted within the County-owned Hangar and the Leased Premises. Other aircraft  
25 repair, service and maintenance are prohibited. Such work may be performed only at  
26 such times and in such places as may be specifically authorized by Lessor for such

1 purposes. If Lessee desires to engage or use the service of any third party in connection  
2 with any work or repair other than those currently available at the Airport, Lessee shall  
3 give prior written notice to Lessor, and must secure a permit from Lessor allowing such  
4 third party to perform work or repairs prior to the commencement of any work. Said  
5 written notice to Lessor shall state the name, address, phone number and qualifications  
6 of said third party, which Lessee desires to perform repairs. Lessor shall have sole  
7 discretion in determining whether or not to issue the permit, as well as the sole discretion  
8 to withdraw said permit or otherwise order the work by said third party to cease at any  
9 time prior to or after the commencement of the work. Lessee shall not use or store any  
10 flammable or polluting substance (other than fuel in aircraft or small amounts of oil in  
11 proper containers) on the Leased Premises, within the County-owned Hangar, or  
12 elsewhere at the Airport except with the express written consent of Lessor. The use of  
13 combustible chemicals, cleaning solvents, paint stripper, aircraft washing, painting or  
14 welding is strictly prohibited except as may be authorized in writing by the Lessor in its  
15 sole discretion.

16 The primary aircraft to be stored in the Leased Premises shall be owned by the  
17 Lessee and is described as follows:

18 Make and Model: \_\_\_\_\_

19 Identification Number: \_\_\_\_\_

20 Should the aforementioned aircraft be sold, it must be replaced with another aircraft  
21 owned by Lessee within sixty (60) days. Lessee agrees to notify Lessor within ten (10)  
22 days of any such sale and supply Lessor with the make, model and identification number  
23 of the replacement aircraft. In addition, Lessee shall provide all required Certificates of  
24 Insurance, endorsements and any other documentation required herein with respect to  
25 the replacement aircraft being stored in the hangar.

26 Unless authorized to enter onto the Airport's aircraft movement area by Lessor  
evidenced by issuance of a gate card, all motor vehicles and trailers occupying the

1 Airport because of Lessee's use of the Leased Premises shall be parked in public parking  
2 lots designed by Lessor, display current license tags and meet any and all California  
3 environmental and insurance requirements. Lessee shall ensure the safe operation of  
4 all Lessee vehicles and trailers and Lessee invitee/guest vehicles and trailers while on  
5 the Airport. Aircraft always have the right-of-way on Airport property. Lessee vehicles  
6 shall not enter any aircraft operating area. Conditions may arise where it may be  
7 necessary for Lessor to withdraw, temporarily and/or permanently, without prior notice,  
8 the privilege of parking motor vehicles in any assigned area. Lessee shall not exercise  
9 the rights granted herein in any manner which would interfere with the departure or arrival  
10 of aircraft at the Airport or interfere with rights granted by Lessor to other Lessees, users  
11 or customers at the Airport.

12 Should Lessee desire to use the Leased Premises in a manner not authorized  
13 under the Lease, Lessee shall provide to Lessor a detailed description in writing of the  
14 desired use, service and/or operation for Lessor's prior review and written approval, in  
15 Lessor's sole and absolute discretion. The Lessor's approval of any change in the use  
16 of the Leased Premises may, at Lessor's sole election, place additional specific  
17 requirements on Lessee including, but not limited to, the types, limits, and conditions of  
18 insurance provided under this Lease.

19 **4. Rent.** Lessee shall pay to Lessor as base rent for the use and occupancy  
20 of the Leased Premises, including the County-owned Hangar, monthly rent equal to  
21 Three Thousand Five Hundred Dollars and 00/100 (\$3,500) ("Base Rent"), which is  
22 based off a calculation of \$.35 per square foot. Said Base Rent is due and payable in  
23 advance on the first of each month. The Base Rent shall be considered delinquent, if  
24 not paid by the 10<sup>th</sup> of the month.

1 (a) Late Fee. If the monthly rent becomes delinquent, Lessee shall be  
2 charged a late fee equivalent to ten percent (10%) of the delinquent rental amount,  
3 exclusive of late fees, for each month that rent is delinquent.

4 (b) Rental Increases. Beginning July 1, 2023, and at each July 1<sup>st</sup>  
5 thereafter, except for dates coinciding with the appraisals conducted every fifth year as  
6 referenced in Section 4(c) below, the Base Rent shall be adjusted by the percentage  
7 change in the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-  
8 Ontario Area for the twelve-month period ending three months before the month of rent  
9 adjustment under this paragraph. In no event will application of this paragraph result in  
10 a monthly rental amount lower than the highest previous monthly rental amount.

11 (c) Base Rent Adjustment Mark to Market Value. Beginning July 1, 2025,  
12 and every fifth (5<sup>th</sup>) year thereafter, the Base Rent shall be adjusted based on the then  
13 current fair market value of the Leased Premises. Said fair market rental rate value shall  
14 be for the leased land and any improvements thereon owned by the Lessor. The current  
15 market rental value shall be determined by aviation market comparison or market driven  
16 capitalization rate as established by a professional appraisal. In no event will application  
17 of this paragraph result in a monthly rental amount lower than the highest previous  
18 monthly rental amount.

19 (d) Appraisal. A property appraisal for the purpose of establishing the  
20 adjusted Base Rent is to be performed by an independent certified appraiser,  
21 knowledgeable in aviation appraising and in good standing with the American Institute  
22 of Real Estate Appraisers. The appraiser is to be procured and paid for by Lessor. Once  
23 established, said rent shall be adjusted annually in the manner set forth in Section 4(b)  
24 above. Lessee acknowledges and agrees that failure to pay such adjusted Base Rent  
25 amount shall constitute a default hereunder.

1           **5.     Security Deposit**   Lessee currently has the amount of Three Thousand  
2 Two Hundred and Ninety-Five Dollars and 34/100 (\$3,295.34) in security deposit, being  
3 held for the faithful performance of the conditions of this Lease. Lessee will deposit an  
4 additional Two Hundred and Four Dollars and sixty-six cents (\$204.66) to bring security  
5 deposit up to one month's rent at lease signing. County will hold the total amount of  
6 security deposit for the full term of the Lease.

7           (a) If at any time during the Term of this Lease, Lessee defaults in the  
8 payment of Base Rent, or any portion of the Base Rent, under this Lease, Lessor may  
9 appropriate and apply any portion of the Security Deposit reasonably necessary to  
10 remedy any such default in the payment of rent.

11           (b) If upon termination of this Lease, Lessee fails to leave the hangar in a  
12 clean condition or leaves the Leased premises damaged beyond ordinary wear and tear,  
13 the Lessor may appropriate and apply any portion of the Security Deposit reasonably  
14 necessary to put the hangar in clean and repaired condition.

15           (c) Lessor shall return to Lessee the portion of the Security Deposit  
16 remaining after any deductions authorized by this Section 5 or by applicable law. Lessee  
17 shall not be entitled to any interest earned on any portion of the Security Deposit, such  
18 interest, if any accrued, shall be the sole property of Lessor.

19           **6.     Utilities.**   During the Term of this Lease, Lessee shall pay or cause to be  
20 paid and shall indemnify, defend and hold Lessor and the Airport harmless from all  
21 charges for water, sewage, trash removal, gas, heat, air conditioning, light, electricity,  
22 steam, internet, telephone service and all other services and utilities used, rendered or  
23 supplied to, on or in the Leased Premises including the County-owned Hangar during  
24 the Term.

25           Lessor shall not be required to furnish to Lessee or any other occupant of the  
26 Leased Premises, including but not limited to, the County-owned Hangar, during the

1 Term of this Lease, any water, sewage, trash removal, gas, heat, air conditioning, light,  
2 power, steam, internet, telephone, or any other utilities, equipment, labor, materials or  
3 services of any kind whatsoever.

4 **7. Maintenance of Leased Premises**

5 (a) During the Term of the Lease including any Lease extensions, Lessee shall  
6 maintain the Leased Premises, approaches thereto, and improvements now or hereafter  
7 located thereon, in good, safe and sanitary order, condition, and repair. Throughout the  
8 Term of this Lease including any extensions, Lessee shall, at Lessee's sole cost and  
9 expense, maintain or cause to be maintained the Leased Premises and the  
10 improvements now or hereafter located on the Leased Premises in good and clean  
11 condition and repair, free of debris, and in compliance with (i) all Governmental  
12 Restrictions (defined below), and (ii) all applicable rules, orders, and regulations of any  
13 insurance company insuring all or any part of the Leased Premises or the improvements  
14 thereon or both, and Lessee shall make or cause to be made whatever repairs and  
15 replacements are required by such enactments or provisions or future enactments or  
16 provisions. The term "Governmental Restrictions" used herein shall mean and include  
17 any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings,  
18 regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of  
19 any governmental entity, agency or political subdivision, now in force or hereafter  
20 adopted, which are applicable to the Leased Premises or the use thereof as of the date  
21 such term is being applied. If Lessee fails to perform Lessee's obligations under this  
22 Section 7, Lessor shall have the right to enter upon the Leased Premises after 10 days  
23 prior written notice to Lessee (except in the event of an emergency, in which case no  
24 notice shall be required), perform such maintenance and repair obligations on Lessee's  
25 behalf, and Lessee shall be fully responsible for and shall promptly pay to Lessor an  
26 amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure



1 to pay the aforementioned costs shall constitute a default under this Lease. Lessor shall  
2 have no obligation to maintain the Leased Premises pursuant to Section 29 below;

3 **8. Additional Obligations of Lessee During Term.** Lessee shall,  
4 during the Term of this Lease, including any extensions, perform and adhere to the  
5 following obligations:

6 (a) Lessee shall observe and obey, and cause its employees, agents,  
7 invitees, sublessees, and those doing business with it to observe and obey, all such rules  
8 and regulations of Lessor and the Federal Aviation Administration which are now in effect  
9 or which may hereafter be promulgated.

10 (b) Lessee shall operate the Leased Premises and perform services for  
11 the use and benefit of the general public without discrimination of the grounds of race,  
12 religion, color or national origin or in any manner prohibited by Part 15 of the Federal  
13 Aviation Administration Regulations;

14 (c) Lessee shall provide janitorial services for interior, exterior, and  
15 grounds of Leased Premises at Lessee's own expense;

16 (d) Lessee shall not engage in the painting of aircraft (other than small  
17 "spot" painting jobs in connection with repairs) within any buildings, unless or until it has  
18 been established therein a regular paint shop which is adequately enclosed and vented,  
19 and has been inspected and approved, in writing, by representative of the FAA and  
20 County of Riverside's Fire and Building and Safety Departments, meet all other local,  
21 state and federal laws and regulations and all applicable permits have been obtained.  
22 Under no circumstances is painting permitted without the express, written approval of  
23 Lessor.

24 (e) Lessee shall observe the Taxiway Object Free Area and the current  
25 Airport Layout Plan (ALP) Aircraft Parking Line adjacent to the leasehold to allow the  
26 passage of taxiing aircraft.

1           (f)     Lessee shall surrender said Leased Premises and improvements  
2 thereon in such good, safe and sanitary condition, reasonable use and wear thereof and  
3 damages by fire, acts of God, war, civil insurrection, or by the elements excepted. All  
4 improvements, alterations, and fixtures constructed by the Lessee on the Leased  
5 Premises shall remain with the Lessee until the Lease is terminated, legally relinquished,  
6 abandoned or upon the expiration of Lease including any hold-over period. Upon  
7 termination, relinquishment, abandonment or upon the expiration of the Lease (including  
8 any hold-over period), legal title to all improvements constructed by the Lessee shall  
9 cease to exist, and all interest associated therewith reverts to the Lessor. Lessee shall  
10 have the full and exclusive use and enjoyment of such improvements, alterations, and  
11 fixtures during the term of this Lease. At or prior to the expiration of this Lease, Lessee  
12 shall remove, at its expense, such trade fixtures and restore Leased Premises to their  
13 original shape and condition as nearly as practicable but no less than neat, clean and  
14 appealing. In the event Lessee does not remove such trade fixtures, they shall become  
15 the property of the Lessor for no further consideration of any kind, and Lessee  
16 acknowledges and agrees that Lessor shall have the right to charge Lessee for removal  
17 of any trade fixtures that so remain by Lessee upon the expiration or early termination of  
18 the Lease. Lessee shall execute any documents that may be required or necessitated  
19 conveying its interest in such improvements, alterations, and trade fixtures to Lessor;  
20 including, but not limited to a Quit Claim Deed.

21           (g)     On every January 1 and July 1 during the Term of this Lease, Lessee  
22 shall provide to Lessor an Aircraft and Sublease Status Report, substantially conforming  
23 in form and substance to the Sublease Status Report attached hereto as Exhibit "E" and  
24 incorporated herein by this reference for all subleases and aircraft being stored on the  
25 Leased Premises. The report shall be supplied in a form and electronic format acceptable  
26 to Lessor and contain at a minimum the following information: name of the sublessee, the

beginning and ending date of the term of the sublease, the size/dimensions of the subleased land, the size/dimensions of the subleased space, the aircraft storage hangar number/address, the Aircraft Registration Number, the name of the owner of the aircraft, the type of aircraft and indicate whether or not an aircraft is "based" at the airport (aircraft that spend at least three months of the year at this airport are to be identified in the report as "based aircraft"), and certification of compliance with the insurance requirements set forth in Sections 25 and 26 of this Lease and an executed copy of each sublease shall also be attached. In addition, as a condition precedent to Lessor's review of all proposed subleases pursuant to Section 28 below, Lessee shall provide to Lessor copies of all sublease agreements and proof of required insurance for all sublessees for Lessor review.

**9. Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all necessary permits and licenses as it may be required to obtain regarding the construction, operation, maintenance, and termination or abandonment of activities upon the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee acknowledges and agrees that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest. Lessee acknowledges, understands and agrees that Lessee is solely responsible for the timely payment and satisfaction of all taxes incurred as a result of this Lease.

**10. Improvements.**

(a) Lessee shall not perform any improvements or alterations to the Leased Premises without Lessor's prior written approval.

(b) All improvements shall be completed at Lessee's sole cost. Lessee shall pay for construction of any required utility extensions and hookups (including all related fees and charges) and any access road improvements. Lessee shall independently verify

1 availability of all services required for their use and development. Plans for all  
2 improvements are to be submitted to Lessor for written approval prior to start of any  
3 construction.

4 (c) Utility Services. In addition to the requirements set forth in Section 6 above, it  
5 is understood by the Parties hereto that utility services are available in the general vicinity  
6 of the Leased Premises, but in order for the on-site improvements required herein to be  
7 fully usable and operational, Lessee, at its sole expense, shall extend and/or connect, or  
8 cause to be extended and/or connected, such utility service facilities that may be required  
9 or desired by Lessee in the use, operation, and maintenance of such on-site  
10 improvements. Lessee shall pay all related fees and charges related to such utility  
11 extensions and hookups. In addition to connection fees, Lessee shall be responsible for  
12 payment of the use of such utilities. Lessee shall be responsible for all connection costs  
13 and fees associated with any improvements beyond those listed in this paragraph,  
14 including, but not limited to, water, sewer, electricity, telephone, and gas service and  
15 internet. Scope and installation of all utilities shall be submitted to Lessor on construction  
16 plans and shall be approved by Lessor prior to connection.

17 During the Term of this Lease, including any extensions thereto, Lessee shall pay,  
18 or cause to be paid, and shall indemnify, defend and hold Lessor and the property of  
19 Lessor harmless from all charges for water, sewage, gas, heat, air conditioning, light,  
20 power, steam, telephone service and all other services and utilities used, rendered or  
21 supplied to, on or in the Leased Premises during the Term, including any extensions.

22 Lessor shall not be required to furnish to Lessee or any other occupant of the  
23 Leased Premises during the Term of this Lease, including any extensions thereto, any  
24 water, sewage, gas, heat, air conditioning, light, power, steam, telephone, or any other  
25 utilities, equipment, labor, materials or services of any kind whatsoever.

1 (d) Any improvements, alterations, and installation of fixtures to be undertaken by  
2 Lessee shall have the prior written approval of the Lessor after Lessee has submitted to  
3 Lessor the proposed site plans, building plans, and specifications in writing. In addition,  
4 Lessee acknowledges and agrees that such improvements, alterations, and installation  
5 of fixtures may be subject to County Ordinance Nos. 348 and 457, as well as other  
6 applicable County ordinances, and that Lessee shall fully comply with such ordinances  
7 prior to the commencement of any construction in connection therewith.

8 **11. Real Property Reversion.** During the term of this Lease all new  
9 improvements, alterations, and fixtures constructed by the Lessee on the Leased  
10 Premises shall be owned by Lessee until the Lease is terminated, legally relinquished,  
11 abandoned or upon the expiration of Lease including any hold-over period. Upon  
12 termination, relinquishment, abandonment or upon the expiration of the Lease (including  
13 any hold-over period), legal title to all improvements constructed by the Lessee shall  
14 cease to exist, and all interest associated therewith shall revert to the Lessor free and  
15 clear of any and all rights to possession and all claims to or against them by Lessee or  
16 any third person or entity. At the expiration or earlier termination of this Lease, Lessee  
17 shall also surrender to Lessor possession of the Leased Premises and all improvements  
18 constructed thereon free and clear of all liens, encumbrances and mortgages. Lessee  
19 shall have the full and exclusive use and enjoyment of such improvements, alterations,  
20 and fixtures during the Term of this Lease. At or prior to the expiration of this Lease,  
21 Lessee shall remove, at its expense, such trade fixtures (not including buildings and  
22 improvements affixed to the land), and restore the Leased Premises to their original  
23 shape and condition in good, safe and sanitary condition, subject to ordinary wear and  
24 tear. In the event Lessee does not remove such trade fixtures, they shall become the  
25 property of the Lessor for no further consideration of any kind, and Lessee acknowledges  
26 and agrees that Lessor shall have the right to charge Lessee for removal of any trade

1 fixtures that so remain by Lessee upon the expiration or early termination of the Lease.  
2 At Lessor's request Lessee shall execute and deliver to Lessor assignments of leases  
3 and a quitclaim deed, both in commercially reasonable form and as prepared by Lessor.  
4 By the quitclaim deed Lessee shall quitclaim any right, title or interest which Lessee may  
5 have or claim to have in the Improvements.

6 **12. Compliance with Law.** Lessee shall, at its sole cost and expense, comply  
7 with all of the requirements of all governmental agencies now in force, or which may  
8 hereafter be in force, pertaining to the Leased Premises, and any improvements  
9 hereafter constructed or maintained thereon, and Lessee shall faithfully observe all laws  
10 and ordinances, including but not limited to, the California Environmental Quality Act  
11 (CEQA) and the National Environmental Protection Act (NEPA), now or hereafter in force  
12 in the use of the Leased Premises. Lessee shall also comply with all applicable federal,  
13 state and local laws and regulations and County ordinances. In the event there is a  
14 conflict between the various laws or regulations that may apply, Lessee shall comply  
15 with the more restrictive law or regulation now or hereafter in force in the use of the  
16 Leased Premises.

17 **13. Lessor's Reserved Rights.**

18 (a) The Leased Premises is accepted by Lessee subject to any and all  
19 existing easements or other encumbrances, and Lessor shall have the right to enter upon  
20 the Leased Premises and to install, lay, construct, maintain, repair and operate such  
21 sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water,  
22 oil and gas pipelines, and telephone and telegraph power lines and such other facilities  
23 and appurtenances necessary or convenient to use in connection therewith, over, in,  
24 upon, through, across and along the Leased Premises or any part thereof. Lessor also  
25 reserves the right to grant franchises, easements, rights of way and permits in, over and  
26 upon, along or across any and all portions of said Leased Premises as Lessor may elect;



1 provided, however, that no right of the Lessor provided for in this paragraph shall be  
2 executed so as to unreasonably interfere with Lessee's use hereunder or impair the  
3 security of any secured creditor of Lessee. Lessor shall cause the surface of the Leased  
4 Premises to be restored to its original condition (as they existed prior to any such entry)  
5 upon the completion of any construction by Lessor or its agents. In the event such  
6 construction renders any portion of the Leased Premises unusable, the rent shall abate  
7 pro rata as to such unusable portion during the period of such construction. Any right of  
8 Lessor set forth in this paragraph shall not be exercised unless a prior written notice of  
9 five(5) days is given to Lessee; provided, however, in the event such right must be  
10 exercised by reason of emergency, then Lessor shall give Lessee such notice in writing  
11 as is reasonable under the existing circumstances.

12 (b) Lessor reserves the right to further develop or improve the aircraft  
13 operating area of Airport as it deems appropriate. Lessor reserves the right to take any  
14 action it considers necessary to protect the aerial approaches of the Airport against  
15 obstruction, together with the right to prevent the Lessee from erecting or permitting to  
16 be erected, any building or other structure on the Airport, which in the opinion of Lessor,  
17 would limit usefulness of the Airport or constitute a hazard to aircraft.

18 (c) During the time of war or national emergency, Lessor shall have the  
19 right to lease the landing area of the Airport, or any part thereof, to the United States  
20 Government ("Government") for military use and, if such lease is executed, the  
21 provisions of this Lease insofar as they are inconsistent with the provisions of such lease  
22 to the Government, shall be suspended. In that event, a just and proportionate part of  
23 the rent hereunder shall be abated, and the period of such closure shall be added to the  
24 Term of this Lease, or any extensions thereof, so as to extend and postpone the  
25 expiration thereof unless Lessee otherwise elects to terminate this Lease.

1 (d) Notwithstanding any provisions herein, this Lease shall be  
2 subordinate to the provisions of any existing or future agreement between Lessor and  
3 the United States, relative to the operation or maintenance of the Airport, the terms and  
4 execution of which have been or may be required as a condition precedent to the  
5 expenditure or reimbursement to Lessor of Federal funds for the development of said  
6 airport.

7 (e) This Lease is subject to the provisions set forth in Exhibit "B"  
8 (Federally Required Lease Provisions), attached hereto and incorporated herein by this  
9 reference.

10 **14. Taxiways.** Lessee grants to Lessor a non-exclusive easement on any and  
11 all taxiways included in the Leased Premises for the public's ingress and egress to ramps  
12 and runways for the specific purposes of landing, take-off, and taxiing of tenant's or  
13 invitee's aircraft. All such uses shall be in accordance with the laws of the United States  
14 of America and the State of California, and the rules and regulation promulgated by their  
15 authority with respect to aviation and navigation, and in accordance with all reasonable  
16 rules and regulations, and applicable ordinances of the Lessor.

17 **15. Inspection of Premises.** Lessor, through their duly authorized agents, shall  
18 have, upon reasonable notice, during normal business hours, the right to enter the  
19 Leased Premises for the purpose of inspecting, monitoring and evaluating the obligations  
20 of Lessee hereunder and for the purpose of doing any and all things which it is obligated  
21 and has a right to do under this provided that the inspection does not unreasonably  
22 interfere with Lessee's business.

23 **16. Quiet Enjoyment.** Lessee shall have, hold, and quietly enjoy the use of  
24 the Leased Premises so long as Lessee shall fully and faithfully perform the terms and  
25 conditions that the Lessee is required to do under this Lease.  
26

1       **17. Compliance with Government Regulations.** Lessee shall, at Lessee's  
2 sole cost and expense, comply with the requirements of all local, state, and federal  
3 statutes, regulations, rules, ordinances, and orders now in force or which may be  
4 hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all  
5 rules and regulations of the Federal Aviation Administration. The final judgment, decree,  
6 or order of any Court of competent jurisdiction, or the admission of Lessee in any action  
7 or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee  
8 has violated any such statutes, regulations, rules, ordinances, or orders in the use of the  
9 Leased Premises, shall be conclusive of that fact as between Lessor and Lessee.

10       **18. Discrimination or Segregation**

11               (a) Lessee shall not discriminate in Lessee's recruiting, hiring,  
12 promotion, demotion or termination practice on the basis of race, religious creed, color,  
13 national origin, ancestry, sex, age, physical handicap, medical condition, or marital status  
14 with respect to its use of the Leased Premises hereunder, and Lessee shall comply with  
15 the provisions of the California Fair Employment and Housing Act (Government Code  
16 Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all  
17 amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as  
18 amended, and all Administrative Rules and Regulations issued pursuant to said acts and  
19 orders with respect to its use of the Leased Premises.

20               (b) Lessee shall not discriminate against or cause the segregation of  
21 any person or group of persons on account of race, religious creed, color, national origin,  
22 ancestry, sex, age, physical handicap, medical condition, or marital status in the  
23 occupancy, use, tenure or enjoyment of the Leased Premises, nor shall Lessee, or any  
24 person claiming under or through Lessee, establish or permit any such practice or  
25 practices of discrimination or segregation with reference to the selection, location,  
26 number, use, or occupancy of any persons within the Leased Premises.

1 (c) Lessee assures that it will undertake an affirmative action program  
2 as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race  
3 creed, color, national origin, or sex be excluded from participating in any employment  
4 activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises.  
5 Lessee further assures that no person shall be excluded on these grounds from  
6 participating in or receiving services or benefits of any program or activity covered herein  
7 with respect to its use of the Leased Premises. Lessee further assures that it will require  
8 that its subcontractors and independent contractors provide assurance to Lessee that  
9 they similarly will undertake affirmative action programs and that they will require  
10 assurances from their subcontractors and independent contractors, as required by 49  
11 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

12 **19. Holdover.** If Lessee fails to immediately surrender the Leased Premises  
13 or any portion thereof at the expiration or termination of the Lease Term, the Lessee  
14 shall pay Base Rent (on a per-month basis, without reduction for any partial month) at a  
15 rate equal to 100% of the Base Rent applicable during the last calendar month of the  
16 Lease Term. Unless otherwise agreed to in writing by the Parties, any such holdover  
17 shall be deemed to be a tenancy-at-will or tenancy from month-to-month. Lessor's  
18 acceptance of such rent shall not adversely affect Lessor's other rights and remedies  
19 under the Lease, including Lessors right to evict Lessee and to recover all damages. In  
20 no event shall any holdover be deemed a permitted extension or renewal of the Lease  
21 Term, and nothing contained in this Lease shall be construed to constitute Lessor's  
22 consent to any holdover or give Lessee any right with respect to such holdover.

23 **20. Termination by Lessor.** After notice and opportunity to cure, Lessor shall  
24 have the right to terminate this Lease in its entirety, upon the occurrence of any of the  
25 following events:  
26

1 (a) In the event a petition is filed for voluntary or involuntary bankruptcy  
2 for the adjudication of Lessee as debtors;

3 (b) In the event that Lessee sells, transfers, conveys or assigns its  
4 interest in the Leased Premises (or any portion thereof) or in this Lease, or makes a  
5 change in control of Lessee without Lessor approval pursuant to Section 28 (Assignment  
6 and Subletting) below, or Lessee's interest hereunder is assigned involuntarily or by  
7 operation of law for the benefit of creditors;

8 (c) In the event of abandonment of the Leased Premises by Lessee;

9 (d) In the event Lessee fails or refuses to perform, keep or observe any  
10 of Lessee's duties or obligations hereunder:

11 (e) In the event Lessee fails, or refuses, to meet its rental obligations,  
12 or any of its obligations hereunder, or as otherwise provided by law;

13 (f) Failure of Lessee to maintain insurance coverage required herein  
14 and to provide evidence of coverage to the Lessor;

15 (g) Failure of the Lessee to require all tiers of sublessees and/or  
16 contractors to indemnify the Lessor and to have appropriate insurance coverage's and/or  
17 failure by Lessee to monitor each sublessee and/or contractor for current and correct  
18 Certificates of Insurance and required endorsements as required herein throughout the  
19 Term of this Lease;

20 (h) Lessee (or any successor in interest) assigns or attempts to assign  
21 the Leased Premises or any of Lessee's rights in and to the Leased Premises or any  
22 portion thereof or interest therein, or the Lease or any portion hereof, except as permitted  
23 by this Lease;

24 (i) There is substantial change in the ownership of Lessee, or with respect  
25 to the identity of the parties in control of Lessee, or the degree thereof contrary to the  
26 provisions of Section 28 hereof;

1 (j) There is any other material default by Lessee under the terms of this  
2 Lease which is not cured within the time provided herein;

3 **21. Termination by Lessee.** Lessee shall have the right to terminate this  
4 Lease in the event Lessor fails to perform, keep or observe any of its duties or obligations  
5 hereunder; provided, however, that Lessor shall have thirty (30) days in which to correct  
6 its breach or default after written notice thereof has been served on it by Lessee; further  
7 provided, however, that in the event such breach or default is not corrected, Lessee may  
8 elect to terminate this Lease in its entirety or as to any portion of the Leased Premises  
9 affected thereby, and such election shall be given by an additional thirty (30) day written  
10 notice to Lessor;

11 **22. Default.**

12 (a) Failure or delay by either party to perform any term or provision of this  
13 Lease constitutes a default under this Lease. The party who fails or delays must  
14 commence to cure, correct or remedy such failure or delay and shall complete such cure,  
15 correction or remedy with reasonable diligence.

16 (b) The injured party shall give written notice of default to the party in  
17 default ("Notice of Default"), specifying the default complained of by the injured party.  
18 Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall  
19 it change the time of default. Except as otherwise expressly provided in this Lease, any  
20 failures or delays by either party in asserting any of its rights and remedies as to any  
21 default shall not operate as a waiver of any default or of any such rights or remedies.  
22 Delays by either party in asserting any of its rights and remedies shall not deprive either  
23 party of its right to institute and maintain any actions or proceeding which it may deem  
24 necessary to protect, assert or enforce any such rights or remedies. Lessee hereby  
25 waives and releases any statute of limitations defense in connection with any Lessor  
26 action or proceedings to protect, assist, or enforce any right or remedy contained herein.



1 (c) Except as otherwise provided herein, if a monetary event of default  
2 occurs, prior to exercising any remedies hereunder, the injured party shall give the party  
3 in default written notice of such default. The party in default shall have a period of seven  
4 (7) calendar days after such notice is received or deemed received within which to cure  
5 the default prior to exercise of remedies by the injured party.

6 (d) If non-monetary event of default occurs, prior to exercising any  
7 remedies hereunder, the injured party shall give the party in default notice of such  
8 default. If the default is reasonably capable of being cured within thirty (30) calendar  
9 days after such notice is received or deemed received, the party in default shall have  
10 such period to effect a cure prior to exercise of remedies by the injured party. If the  
11 default is such that it is not reasonably capable of being cured within thirty (30) calendar  
12 days after such notice is received, and the party in default (1) initiates corrective action  
13 within said period, and (2) diligently, continually, and in good faith works to effect a cure  
14 as soon as possible, then the party in default shall have such additional time as is  
15 reasonably necessary to cure the default prior to exercise of any remedies by the injured  
16 party, but in no event no more than forty-five (45) days of receipt of such notice of default  
17 from the injured party.

18 **23. Eminent Domain.** If any portion of the Leased Premises shall be taken by  
19 eminent domain and a portion thereof remains which is usable by Lessee, in its  
20 discretion, for the purposes set forth in Section 3 herein, this Lease shall, as to the part  
21 taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment  
22 possession is obtained through a court of competent jurisdiction, whichever is earlier,  
23 and the rent payable hereunder shall abate pro rata as to the part taken; provided,  
24 however, in such event Lessor reserves the right to terminate this Lease as of the date  
25 when title to the part taken vests in the condemnor or as of such date of prejudgment  
26 possession. If all of the Leased Premises are taken by eminent domain, or such part be

1 taken so that the Leased Premises are rendered unusable for the purposes set forth in  
2 Section 3 herein, this Lease shall terminate. If a part or all of the Leased Premises be  
3 so taken, all compensation awarded upon such taking shall be apportioned between  
4 Lessor and Lessee according to law.

5 **24. Hold Harmless/Indemnification.** Lessee shall indemnify and hold  
6 harmless the County of Riverside, its Agencies, Districts, Special Districts and  
7 Departments, their respective directors, officers, Board of Supervisors, elected and  
8 appointed officials, employees, agents and representatives (the "Indemnified Parties")  
9 from any liability whatsoever, including but not limited to, property damage, bodily injury,  
10 or death, based or asserted upon any services of Lessee, its officers, employees,  
11 subcontractors, agents or representatives arising out of or in any way relating to this  
12 Lease and Lessee shall defend at its sole expense and pay all costs and fees, including  
13 but not limited to, attorney fees, cost of investigation, defense and settlements or awards,  
14 on behalf of the Indemnified Parties in any claim or action based upon such liability.

15 With respect to any action or claim subject to indemnification herein by Lessee,  
16 Lessee shall, at Lessee's sole cost, have the right to use counsel of their choice and shall  
17 have the right to adjust, settle, or compromise any such action or claim without the prior  
18 consent of Lessor; provided, however, that any such adjustment, settlement or  
19 compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to  
20 the Indemnified Parties as set forth herein.

21 Lessee's obligation hereunder shall be satisfied when Lessee has provided Lessor  
22 the appropriate form of dismissal relieving Lessor from any liability for the action or claim  
23 involved.

24 The specified insurance limits required in this Lease shall in no way limit or  
25 circumscribe Lessee's obligations to indemnify and hold harmless the Indemnified Parties  
26 herein from third party claims.

1 In the event there is conflict between this clause and California Civil Code Section  
2 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation  
3 shall not relieve the Lessee from indemnifying the Indemnified Parties to the fullest extent  
4 allowed by law.

5 Lessee shall require each sub-lessee and/or contractor of every tier to indemnify  
6 the County of Riverside relating to any claim(s) arising from their sub-lease and/or  
7 contract. The holdover and indemnification obligation set forth herein shall survive the  
8 expiration and termination of this Lease.

9 **25. Insurance.** Lessee shall procure and maintain or cause to be  
10 maintained, at its sole cost and expense, the following insurance coverages during the  
11 Term of this Lease, including any extensions. These requirements, with the approval of  
12 the Lessor's Risk Manager, may be modified to reflect the activities associated with the  
13 Lessee provided that any changes are reasonable in nature and consistent with industry  
14 standards. The procurement and maintenance of the insurance required below will not  
15 diminish or limit Lessee's obligation to indemnify or hold the Lessor harmless. Lessee  
16 agrees to have in place insurance coverage as it is required and applicable.

17 (a) Workers Compensation. Lessee shall maintain statutory Workers'  
18 Compensation Insurance (Coverage A) as described by the laws of the State of  
19 California. Policy shall include Employers' Liability (Coverage B) including Occupational  
20 Disease with limits not less than \$1,000,000 per person per accident. Policy shall be  
21 endorsed to provide a Waiver of Subrogation in favor of the County of Riverside its  
22 Agencies, Districts, Special Districts, and Departments, their respective directors,  
23 officers, Board of Supervisors, employees, elected or appointed officials, agents or  
24 representatives.

25 (b) Airport General Liability. Lessee shall maintain Airport General  
26 Liability Insurance coverage including, but not limited to, premises/operations liability,

1 contractual liability, products and completed operations liability, independent  
2 contractors, personal and advertising injury liability covering all claims or lawsuits of any  
3 nature whatsoever which may arise from or out of Lessee's performance under the terms  
4 of the Lease. Policy shall name all the County of Riverside its Agencies, Districts,  
5 Special Districts, and Departments, their respective directors, officers, Board of  
6 Supervisors, employees, elected or appointed officials, agents or representatives as  
7 Additional Insureds. Policy's limit of liability shall not be less than \$4,000,000 per  
8 occurrence combined single limit and in the annual aggregate as applicable. The policy  
9 shall be endorsed to provide Hangar Keeper's Legal Liability Insurance (Ground and In-  
10 Flight) providing coverage for aircraft in the care, custody or control of the Lessee. Policy  
11 shall include coverage for the Named Insured's use of unlicensed vehicles on Airport  
12 Premises. The foregoing policy limits of liability are subject to adjustment by Lessor as  
13 provided for in Section 25(g)(5) below.

14 (c) Vehicle Liability. Lessee shall maintain liability insurance for all  
15 owned, non-owned, or hired vehicles used in the performance of this Lease in an amount  
16 not less than \$1,000,000 per occurrence combined single limit. The policy shall be  
17 endorsed to name all the County of Riverside, its Agencies, Districts, Special Districts,  
18 and Departments, their respective directors, officers, Board of Supervisors, employees,  
19 elected or appointed officials, agents, or representatives. This coverage may be  
20 included in the Airport General Liability policy. Proof of the foregoing coverage will be  
21 required before issuing vehicle gate cards.

22 (d) Aircraft Liability Insurance.

23 1) Aircraft Liability - Lessee shall provide Aircraft Liability  
24 insurance for all owned and non-owned aircraft operated by the Lessee in an amount  
25 not less than \$2,000,000 combined single limit per occurrence for bodily injury, including  
26 death and property damage and coverage shall include, but is not limited to,

1 products/completed operations and contractual liability. The policy will be endorsed to  
2 name all The County of Riverside, its Agencies, Districts, Special Districts, and  
3 Departments, its respective directors, officers, Board of Supervisors, employees, elected  
4 or appointed officials, agents or representative as Additional Insureds.

5 Aircraft Hull and Liability Insurance.

6 1) Aircraft Hull: Lessee agrees to indemnify and hold harmless the  
7 County from any and all losses, claims, or damage to any aircraft owned by Lessee and  
8 all losses, claims, or damage to any aircraft where Lessee has agreed under contract to  
9 be responsible for any physical damage to the aircraft. Lessee hereby agrees that this  
10 indemnification and hold harmless includes, but is not limited to, losses, claims or  
11 damage to any of Lessee's aircraft caused directly or indirectly by the County.

12 (e) All Risk Property Insurance:

13 (1) All-Risk real and personal insurance coverage, including  
14 earthquake and flood if applicable, for the full replacement cost value of building,  
15 structures, fixtures, equipment, improvements/alterations and systems on the premises  
16 for property that the Lessee owns or is contractually responsible for. Policy shall include  
17 Business Interruption, Extra Expense, and Expediting Expense to cover the actual loss  
18 of business income sustained during the restoration period. Policy shall name the Lessor  
19 as a Loss Payee and provide a Waiver of Subrogation in favor of the Lessor.

20 (2) Boiler & Machinery insurance coverage on a full replacement cost  
21 value basis. Policy shall provide Business Interruption, Extra Expense, and Expediting  
22 Expense coverage as well as coverage for off-premises power failure. Policy shall name  
23 the Lessor as a Loss Payee and contain a Waiver of Subrogation in favor of the Lessor.

24 (f) General Insurance Provisions – All Lines:

25 (1) Any insurance carrier providing insurance coverage  
26 hereunder shall be admitted to the State of California unless waived, in writing, by the

1 County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:  
2 VIII (A:8).

3 (2) Insurance deductibles or self-insured retentions must be  
4 declared by the Lessee's insurance carrier(s), and such deductibles and retentions shall  
5 have the prior written consent from the Lessor's Risk Manager. Upon notification of  
6 deductibles or self-insured retentions unacceptable to the Lessor, and at the election of  
7 the Lessor's Risk Manager, Lessee's carriers shall either: 1) reduce or eliminate such  
8 deductibles or self-insured retentions as respects this Lease with the Lessor; or 2)  
9 procure a bond which guarantees payment of losses and related investigations, claims  
10 administration, and defense costs and expenses.

11 (3) Cause Lessee's insurance carrier(s) to furnish the Lessor  
12 with either: 1) a properly executed original Certificate(s) of Insurance and certified  
13 original copies of Endorsements effecting coverage as required herein; or 2) if requested  
14 to do so in writing by the County Risk Manager, provide original certified copies of  
15 policies including all Endorsements and all attachments thereto, showing such insurance  
16 is in full force and effect. Further, said Certificate(s) and policies of insurance shall  
17 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall  
18 be given to the Lessor prior to any material modification of coverage or cancellation of  
19 such insurance. In the event of a material modification of coverage or cancellation of  
20 such insurance, this Lease shall terminate forthwith, unless the Lessor receives, prior to  
21 such effective date, another properly executed original Certificate of Insurance and  
22 original copies of endorsements or, if requested, certified original policies, including all  
23 endorsements and attachments thereto evidencing coverages set forth herein and the  
24 insurance required herein is in full force and effect. Lessee shall not commence  
25 operations until the Lessor has been furnished original Certificate(s) of Insurance and  
26 certified original copies of endorsements or, if requested, policies of insurance including



1 all endorsements and any and all other attachments as required in this Section. An  
2 individual authorized by the insurance carrier to do so on its behalf shall sign the  
3 endorsements for each policy and the Certificate of Insurance.

4 (4) It is understood and agreed by the parties hereto and the  
5 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant  
6 and shall be construed as primary insurance, and the Lessor's insurance and/or  
7 deductibles and/or self-insured retentions or self-insured programs shall not be  
8 construed as contributory.

9 (5) Lessor's Reserved Rights - Insurance. If during the Term of  
10 this Lease, including any extensions, there is a material change in the scope of services  
11 or performance of work the Lessor reserves the right to adjust the types of insurance  
12 required under this Lease and the monetary limits of liability for the insurance coverages  
13 currently required herein, if, in the Assistant County Executive Officer – Transportation  
14 and Land Management Agency's reasonable judgment, upon advice of the Lessor Risk  
15 Manager, the amount or type of insurance carried by the Lessee has become  
16 inadequate. The Lessee agrees to notify the Lessor of any plan or change of plan for  
17 the Lessee's operations and such notification shall occur prior to implementing any such  
18 change.

19 Beginning July 1, 2023, and every fifth year thereafter during the  
20 Term of this Lease, or any extension thereof, Lessor reserves the right to adjust the  
21 monetary limits of insurance coverage as required in Section 25 and 26 of this Lease.

22 (6) Lessee shall notify Lessor in writing of any claim made by a  
23 third party or any incident or event that may give rise to a claim arising from this Lease.

24 **26. Insurance for Sublessees and Contractors.** During the Lease Term,  
25 including any extensions, Lessee shall require each of its sublessees and contractors to  
26 meet all insurance requirements imposed by this Lease. These requirements, with the

1 written approval of the Lessor's Risk Manager, may be modified to reflect the activities  
2 associated with the sublessee or contractor. On every sublease or contract the Lessee  
3 shall have the sublessee or contractor name the Lessee and the Lessor by endorsement  
4 as an additional insured and/or have the sublessee or contractor provide an  
5 endorsement waiving subrogation in favor of the Lessee and the Lessor on every  
6 sublessee's or contractor's insurance policy, as applicable. Certificates and  
7 endorsements evidencing compliance with this section will be provided to the Lessor  
8 prior to the sublessee taking occupancy.

9 **27. Acceptance of Leased Premises.** Prior to the commencement of the  
10 Lease Term, Lessee, at Lessee's sole expense, shall have investigated and approved  
11 the physical condition of, and the condition of title with respect to, the Leased Premises.

12 Lessor makes no representation or warranty, expressed or implied, regarding any  
13 conditions of the Leased Premises. Lessee acknowledges and agrees that Lessor  
14 makes no representation or warranty, express or implied, written or oral, with respect to  
15 the condition of the Leased Premises, or its fitness, or availability for any particular use.

16 Lessor makes no representations, express or implied, with respect to the legality,  
17 fitness, or desirability of the Leased Premises for Lessee's intended use. If Lessee  
18 desires to do so, Lessee shall have the right to conduct its own investigation, to its  
19 satisfaction, with respect to any matters affecting lessee's ability to use the Leased  
20 Premises for Lessee's intended use. The Lessee represents that it has inspected the  
21 Lease Premises and acknowledges and agrees that the Leased Premises shall be  
22 delivered from Lessor to Lessee in an "as is" physical condition, with no warranty,  
23 express or implied by Lessor as to the presence of hazardous substances, or the  
24 condition of the soil, its geology or the presence of known or unknown faults, and fully  
25 assumes any and all risk associated with the use thereof. Lessor shall not be liable to  
26 Lessee, its officers, agents, employees, subcontractors or independent contractors for

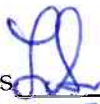

1 any bodily injury, personal injury or property damage suffered by them or others which  
2 may result from hidden, latent or other dangerous conditions in, on upon or within the  
3 Leased Premises. If the condition of the Leased Premises is not in all respects entirely  
4 suitable for the use or uses to which such Leased Premises will be put, then it is the sole  
5 responsibility and obligation of Lessee to place the Leased Premises in all respects in a  
6 condition entirely suitable for the development thereof, solely at Lessee's expense.

7 Effective at the commencement of the Lease Term, Lessee waives, releases and  
8 discharges Lessor, its Agencies, Districts, Special Districts and Departments, their  
9 respective directors, officers, Board of Supervisors, Board of Commissioners, elected  
10 and appointed officials, employees, agents, representatives and attorneys, from any and  
11 all present and future claims, demands, suits, legal and administrative proceedings, and  
12 from all liability for damages, losses, costs, liabilities, fees and expenses (including  
13 without limitation, attorneys' fees) arising out of in any way connected with the Lessor's  
14 or Lessee's use, maintenance, ownership or operation of the Leased Premises, any  
15 hazardous substances on the Leased Premises, or the existence of hazardous  
16 substances contamination in any state on the Leased Premises, however the hazardous  
17 substances came to be placed there. Lessee acknowledges that it is aware of and  
18 familiar with the provisions of Section 1542 of the California Civil Code which provides  
19 as follows:

20 "A general release does not extend to claims which the creditor does not know or  
21 suspect to exist in his or her favor at the time of executing the release, which if known  
22 by him or her must have materially affected his or her settlement with the debtor."

23 To the extent of the release set forth in this Section 26, Lessee hereby  
24 waives and relinquishes all rights and benefits which it may have under Section 1542 of  
25 California Civil Code.

26 Lessee Initials

1           **28.    Assignment and Subletting.**

2           (a)    Lessee shall not assign or attempt to assign all or any part of this Lease or  
3 any right or interest herein, nor make any total or partial sale, transfer, conveyance or  
4 assignment of the whole or any part of the Lessee's interest in the Leased Premises or  
5 the Improvements thereon, or sublet, mortgage, hypothecate or otherwise transfer in any  
6 manner any of its rights, duties or obligations hereunder to any person or entity without  
7 the prior written consent of Lessor being first obtained in Lessor's sole discretion. Lessee  
8 shall submit all documents pertaining to any such transaction referenced in the foregoing  
9 paragraph to Lessor for approval prior to entering into such agreements. Lessee shall  
10 submit executed subleases and all required certificates of insurance and endorsements  
11 to insurance policies, as required herein, to Lessor for Lessor's written consent in Lessor's  
12 sole and absolute discretion prior to sublessees occupying the subleased premises.

13           (b)    For the reasons cited above, Lessee represents and agrees for itself and  
14 any successor in interest that without the prior written approval of the Lessor, there shall  
15 be no significant change in the ownership of Lessee or in the relative proportions thereof,  
16 or with respect to the identity of the parties in control of Lessee or the degree thereof, by  
17 any method or means.

18           (c)    Any sublease, assignment or transfer of this Lease or any interest herein,  
19 or significant change in ownership of Lessee, shall require the written approval of the  
20 Lessor. Lessee shall promptly notify the Lessor of any proposed subleases, and all  
21 changes whatsoever in the identity of the parties in control of Lessee or the degree  
22 thereof, of which it or any of its officers have been notified or otherwise have knowledge  
23 or information. This Lease may be terminated by the Lessor if there is any significant  
24 change (voluntary or involuntary) in membership, management or control, of Lessee  
25 (other than such changes occasioned by the death or incapacity of any individual), or  
26 non-Lessor approved subleases. In the event of the death or incapacity of any individual

1 who controls Lessee or the managing member of Lessee, any resulting change in the  
2 management of the Improvements or the control of the day-to-day operations of the  
3 Leased Premises and the Improvements shall be subject to the approval of the Assistant  
4 County Executive Officer/TLMA or designee, which shall not be unreasonably withheld.

5 (d) Assignments or transfers approved by the Lessor shall be evidenced by the  
6 Lessee's, and assignee's execution of an assignment and assumption agreement  
7 approved as to form and substance by Lessor. Subleases approved by the Lessor shall  
8 be evidenced by subleases approved as to form and substance by Lessor.

9 (e) No such sublease, sale, transfer, conveyance or assignment of this Lease  
10 or Lessee's interest in the Leased Premises (or any portion thereof), or approval by the  
11 Lessor of any such sublease, sale, transfer, conveyance or assignment, shall be deemed  
12 to relieve Lessee or any other party from any obligations under this Lease.

13 (f) The restrictions on assignment, transfer and subleasing contained in this  
14 Section 28 shall be binding on any successors, assigns or heirs of Lessee. The provisions  
15 of this Section 28 shall apply to each successive assignment and transfer in the same  
16 manner as initially applicable to Lessee under the terms set forth herein.

17 **29. Damage or Destruction.**

18 (a) In the event any of the improvements are damaged by an insured  
19 casualty, Lessee shall promptly remove the debris resulting from such event, and within  
20 a reasonable time thereafter shall apply insurance proceeds to the repair or restoration  
21 of the improvements so damaged to their condition immediately prior to such casualty,  
22 such repair or restoration to be performed in accordance with all provisions of this  
23 Lease.

24 (b) In the event any of the improvements are damaged by an uninsured  
25 casualty, or the insurance proceeds are insufficient to repair or restore the improvements  
26 to their condition prior to the casualty, Lessee shall promptly remove the debris resulting

1 from such event, and within a reasonable time thereafter shall either (i) repair or restore  
2 the improvements so damaged to the extent economically feasible, such repair or  
3 restoration to be performed in accordance with all provisions of this Lease, or (ii) erect  
4 other Improvements in such location, provided all provisions of this Lease are complied  
5 with to the extent economically feasible, or (iii) if the damage occurs during the last year  
6 of the Lease, demolish the damaged portion of such improvements, restore any remaining  
7 improvements to an architectural whole, remove all rubbish, and pave or plant grass and  
8 otherwise restore the area to a neat, orderly, sanitary and attractive condition. Lessor  
9 shall have the option to choose among the aforesaid alternatives, but Lessee shall be  
10 obligated to perform one of such alternatives. Lessee shall give notice to Lessor within a  
11 reasonable time of which alternative it elects.

12               Except as expressly provided in this Lease, no deprivation, impairment, or  
13 limitation of use resulting from any damage or destruction or event or work contemplated  
14 by this Section 29 shall entitle Lessee to any offset, abatement, or reduction in Base  
15 Rent, nor to any termination or extension of the Term hereof.

16               **30. Lessor's Nonresponsibility.**

17               Notwithstanding any language to the contrary herein, during the Term of this  
18 Lease, including any extensions, Lessor shall not be required to maintain or make any  
19 repairs or replacements of any nature or description whatsoever to the Leased  
20 Premises or the Improvements thereon.

21               **31. Estoppel Certificate.** Each party shall, at any time during the term of the  
22 Lease, within ten (10) days of written Notice (or as soon as reasonably possible) from  
23 the other party, execute and deliver a statement in writing certifying that this Lease is  
24 unmodified and in full force and effect, or if modified, stating the nature of such  
25 modification. The statement shall include other details requested by the other party as  
26 to the date to which rent and other charges have been paid, and the knowledge of the

1 other party concerning any uncured defaults with respect to obligations under this Lease  
2 and the nature of such defaults, if they are claimed. Any such statement may be relied  
3 upon conclusively by any prospective purchaser, Encumbrancer, or Lessee of the  
4 Leased Premises, the building or any portion thereof.

5 **32. Toxic Materials.**

6 During the term of this Lease and any extensions thereof, Lessee shall not violate  
7 any federal, state, or local law, or ordinance or regulation relating to industrial hygiene  
8 or to the environmental condition on, under or about the Leased Premises including, but  
9 not limited to, soil, air, and groundwater conditions. Further, Lessee, its successors,  
10 assigns and Lessee shall not use, generate, manufacture, produce, store or dispose of  
11 on, under, or about the Leased Premises or transport to or from the Leased Premises  
12 any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic  
13 substances or related injurious materials, whether injurious by themselves or in  
14 combination with other materials (collectively, "hazardous materials"). For the purpose  
15 of this Lease, hazardous materials shall include, but not be limited to, substances defined  
16 as "hazardous substances," "hazardous materials," or "toxic substances" in the  
17 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as  
18 amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,  
19 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42  
20 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in  
21 Section 25117 of the California Health and Safety Code or as "hazardous substances"  
22 in Section 25316 of the California Health and Safety Code; and in the regulations  
23 adopted in publications promulgated pursuant to said laws now and in the future.

24 **33. National Pollution Discharge Elimination System (NPDES) Permit.**

25 Lessee acknowledges, understands and agrees that it shall comply with California State  
26 Water Resources Control Board general permit requirements now and in the future

1 relating to storm water discharges associated with activities such as aircraft  
2 rehabilitation, mechanical repairs, fueling, lubrication, cleaning, painting and deicing.  
3 Lessee further acknowledges, understands and agrees that it shall participate as a co-  
4 permittee under said general permit, participate in the Jacqueline Cochran Regional  
5 Airport Storm Water Pollution Prevention Plan (SWPPP) as noted in Exhibit "C",  
6 including without limitation, the Best Management Practices, Best Available Technology  
7 Economically Achievable, and Best Convention Pollutant Control Technology.

8       **34. Free from Liens; No Encumbrance of Lessor's Fee Estate.** Lessee  
9 shall pay, when due, all sums of money that may become due for any labor, services,  
10 material, supplies, or equipment, alleged to have been furnished or to be furnished to  
11 Lessee, in, upon, or about the Leased Premises, and which may be secured by a  
12 mechanics, materialmen's or other lien against the Leased Premises or Lessor's interest  
13 therein, and will cause each such lien to be fully discharged and released at the time the  
14 performance of any obligation secured by such lien matures or becomes due; provided,  
15 however, that if Lessee desire to contest any such lien, it may do so, but notwithstanding  
16 any such contest, if such lien shall be reduced to final judgment, and such judgment or  
17 such process as may be issued for the enforcement thereof is not promptly stayed, or is  
18 so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith  
19 pay and discharge said judgment.

20       Lessee shall not encumber Lessor's fee estate in the Airport property with any  
21 mortgage. Lessee shall not place, or allow to be placed, against the Airport property or  
22 any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by  
23 this Lease. In addition, Lessee shall remove, or shall have removed, any levy or  
24 attachment made on title to the leasehold estate created by this Lease and/or the Airport  
25 property (or any portion thereof), or shall assure the satisfaction thereof within a  
26 reasonable time but in any event prior to a sale thereunder. Under no circumstances



1 whatsoever shall the Lessee allow any security instruments to be recorded against the  
2 Lessor's fee interest in the Airport property.

3       **35. Employees and Agents of Lessee.** It is understood and agreed that all  
4 persons hired or engaged by Lessee shall be considered to be employees or agents of  
5 Lessee and not of Lessor. It is expressly understood and agreed that Lessee (including  
6 its employees, agents and subcontractors) shall in no event be entitled to any benefits  
7 to which Lessor employees are entitled, including but not limited to overtime, any  
8 retirement benefits, worker's compensation benefits, and injury leave or other leave  
9 benefits. There shall be no employer-employee relationship between the parties, and  
10 Lessee shall hold Lessor harmless from any and all claims that may be made against  
11 Lessor based upon any contention by a third party that an employer-employee  
12 relationship exists by reason of this Lease.

13       **36. Binding on Successors.** Lessee, its assigns and successors in interest,  
14 shall be bound by all the terms and conditions contained in this Lease, and all of the  
15 parties thereto shall be jointly and severally liable hereunder.

16       **37. Waiver of Performance.** Any waiver by Lessor of any breach of any one  
17 or more of the terms of this Lease shall not be construed to be a waiver of any  
18 subsequent or other breach of the same or of any other term of this Lease. Failure on  
19 the part of Lessor to require exact, full and complete compliance with any terms of this  
20 Lease shall not be construed as in any manner changing the terms or preventing Lessor  
21 from enforcement of the terms of this Lease.

22       **38. Severability.** In the event any provision of this Lease is held by a court of  
23 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
24 nevertheless continue in full force without being impaired or invalidated in any way.

25       **39. Jurisdiction and Venue.** This Lease is construed under the laws of the  
26 state of California. The Parties agree to the jurisdiction and venue of the Superior Court

1 in the County of Riverside, State of California. Any action at law or in equity brought by  
2 either of the parties hereto for the purpose of enforcing a right or rights provided for by  
3 this Lease shall be tried in a Court of competent jurisdiction in the County of Riverside,  
4 State of California, and the parties hereby waive all provisions of law providing for a  
5 change of venue in such proceedings to any other county.

6 **40. Attorney's Fees.** In the event of any litigation or arbitration between  
7 Lessee and Lessor to enforce any of the provisions of this Lease or any right of either  
8 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the  
9 successful party all costs and expenses, including reasonable attorney's fees, incurred  
10 therein by the successful party, all of which shall be included in and as a part of the  
11 judgment or award rendered in such litigation or arbitration.

12 **41. Notices.** Any notices required or desired to be served by either party upon  
13 the other shall be addressed to the respective parties as set forth below:

14 COUNTY

15 County of Riverside  
16 4080 Lemon Street, 14<sup>th</sup> Floor  
17 Riverside, CA 92501  
Attn: TLMA – Aviation Division

LESSEE

Larry and Marla Strasbaugh  
1772 Calle Joaquin  
San Luis Obispo, CA

18 Or to such other addresses as from time to time shall be designated by the respective  
19 Parties. A change of notification address is required in writing and must be delivered to  
20 the other Party.

21 Formal notices, demands and communications between Lessor and Lessee shall  
22 be sufficiently given if dispatched by registered or certified mail, postage prepaid, return  
23 receipt requested, to the principal offices of the Lessor and Lessee, as designated in this  
24 Section 41. Any such written notice that is transmitted by electronic facsimile  
25 transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its  
26 transmission; any notice that is personally delivered (including by means of professional

1 messenger service, by personal service, courier service such as United Parcel Service  
2 or Federal Express, or by U.S. Postal Service), in which event notice shall be deemed  
3 given when actually received the day after the documented date of delivery; and any  
4 notice that is sent by registered or certified mail, postage prepaid, return receipt required  
5 shall be deemed received on the second day of delivery.

6 **42. Section Headings.** The Section headings herein are for the convenience  
7 of the Parties only, and shall not be deemed to govern, limit, modify or in any manner  
8 affect the scope, meaning or intent of the provisions or language of this Lease.

9 **43. No Partnership.** Nothing contained in this Lease shall be deemed or  
10 construed to create a lending partnership, other partnership, joint venture, or any other  
11 relationship between the Parties hereto other than lessor and lessee according to the  
12 provisions contained herein, or cause Lessor to be responsible in any way for the debts  
13 or obligations of Lessee, or any other party.

14 **44. Non-liability of Lessor Officials and Employees.** No member, official,  
15 employee or consultant of Lessor shall be personally liable to the Lessee, or any  
16 successor in interest, in the event of any default or breach by the Lessor or for any  
17 amount which may become due to the Lessee or to its successor, or on any obligations  
18 under the terms of this Lease.

19 **45. Agent for Service of Process.**

20 (a) It is expressly understood and agreed that, in the event Lessee is not a  
21 resident of the State of California or it is an association or partnership without a member  
22 or partner resident of the State of California, or it is a foreign corporation, then in any  
23 such event, Lessee shall file with County's clerk, upon its execution hereof, a designation  
24 of a natural person residing in the State of California, giving his or her name, residence  
25 and business addresses, as its agent for the purpose of service of process in any court  
26 action arising out of or based upon this Lease, and the delivery to such agent of a copy

1 of any process in any such action shall constitute valid service upon Lessee. It is further  
2 expressly understood and agreed that if for any reason service of such process upon  
3 such agent is not feasible, then in such event Lessee may be personally served with  
4 such process out of this County and that such service shall constitute valid service upon  
5 Lessee. It is further expressly understood and agreed that Lessee is amenable to the  
6 process so served, submits to the jurisdiction of the Court so obtained and waives any  
7 and all objections and protests thereto.

8       **46. FAA Consent to Lease.** Lessee acknowledges that Jacqueline Cochran  
9 Regional Airport was transferred to the Lessor by the Federal Government as such may  
10 require FAA consent to the Lease. If required, the Federal Government's approval shall  
11 be considered a condition precedent to the effectiveness of this Lease.

12       **47. Entire Lease.** This Lease, including any attachments, exhibits or  
13 addendums, constitutes the entire agreement of the Parties with respect to its subject  
14 matter and is intended by the Parties hereto as a final expression of their understanding  
15 with respect to the subject matter hereof and as a complete and exclusive statement of  
16 the terms and conditions thereof and supersedes any and all prior and contemporaneous  
17 leases, agreements and understandings, oral or written, in connection therewith. This  
18 Lease may only be changed or modified by a written amendment signed by authorized  
19 representatives of both Parties.

20       **48. Construction of Lease.** The Parties hereto negotiated this Lease at arm's  
21 length and with the advice of their respective attorneys, and no provisions contained  
22 herein shall be construed against Lessor solely because it prepared this Lease in its  
23 executed form.

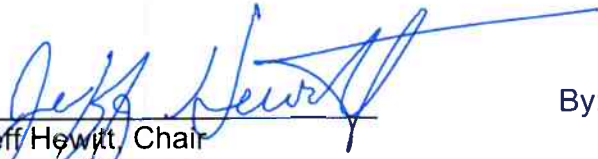
24       **49. Effective Date.** The effective date ("Effective Date") of this Lease is the  
25 date this Lease is executed by the Chairman of the County of Riverside Board of  
26 Supervisors.

1           **50.   Execution in counterparts.** This Lease may be executed in counterparts,  
2 each of which shall be deemed to be an original, but all of which, taken together, shall  
3 constitute one and the same agreement.  
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1 IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates set forth  
2 below.

3  
4 LESSOR:  
5 COUNTY OF RIVERSIDE, a  
6 Political Subdivision of the State of  
7 California

LESSEE:  
LARRY STRASBAUGH AND MARLA  
STRASBAUGH, as individuals

8 By:   
9 Jeff Hewitt, Chair  
10 Board of Supervisors

By:   
Larry Strasbaugh

11 Date: JUN 14 2022

Date: \_\_\_\_\_

12  
13 ATTEST:  
14 Kecia R. Harper  
15 Clerk of the Board

By:   
Marla Strasbaugh

16  
17 By:   
18

Date: \_\_\_\_\_

19 APPROVED AS TO FORM:  
20 County Counsel

21  
22 By:   
23 Wesley W. Stanfield  
24 Deputy County Counsel  
25  
26

1 Attachments:

- 2 1. Exhibit A-1: Airport Site Map  
3 2. Exhibit A-2 Leased Premises  
4 3. Exhibit B: Federally Required Lease Provisions  
5 4. Exhibit C: Storm Water Pollution Prevention Plan  
6 5. Exhibit D: Regulation for County Airports Ordinance 576  
7 6. Exhibit E: Sublease Status Report

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**Jacqueline Cochran Regional Airport**  
**Thermal, CA**



Exhibit A-2  
Leased Premises



Exhibit B  
Federally Required Lease Provisions  
(Attached)

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**Exhibit B**  
**Federally Required Lease Provisions**

Jacqueline Cochran Regional Airport  
Hangar Lease Agreement

*Following this page*

**Exhibit B**  
**Federally Required Lease Provisions**

## **FEDERALLY REQUIRED LEASE PROVISIONS**

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease agreement for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Riverside, herein called the County, shall have the right to terminate the lease agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. The Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof, and in the event of such noncompliance, the County shall have the right to terminate this lease agreement and the estate thereby created without liability therefore or, at the election of the County or the United States, either or both said Governments shall have the right to judicially enforce these Provisions.
6. The Lessee agrees that it shall insert the above five provisions in any sublease agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The County reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
10. This lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation, or maintenance of the airport.
11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the Jacqueline Cochran Regional Airport.

12. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
13. The Lessee, by accepting this lease agreement, expressly agrees for itself, its successors and assigns that it will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on land leased hereunder with a height that exceeds the height limitation formula specified in Part 77 of the Federal Aviation Regulations without first obtaining the approval of the DOT and the County, which approval can be sought by submitting FAA Form 7460-1 (copy attached). In the event that the aforesaid covenants are breached, the County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee, by accepting this lease agreement, agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner, which might interfere with the landing and taking off of aircraft from Jacqueline Cochran Regional Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC 1349a)
16. This lease agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

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Exhibit C  
Storm Water Pollution Prevention Plan  
(Attached)

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**Exhibit C**  
**Storm Water Pollution Prevention Plan**

Jacqueline Cochran Regional Airport  
Hangar Lease Agreement

***Following this page***

Exhibit C  
Storm Water Pollution Prevention Plan



**Airport California Monitoring Group**

# **Stormwater Pollution Prevention Plan**

## **Jacqueline Cochran Regional Airport**

56 850 Higgins Street  
Thermal, CA 92274

**WDID Number: 733I006138**

Preparation Date: July 2015

## REVISION SHEET

All revisions to the Stormwater Pollution Prevention Plan must be documented.

Presented below is a listing, by date, of the sections that have been revised.

Revision Date	Section Revised	Purpose of Revision	Revised By
1/1/17	DAR	Dave English removed – passed away	V. Powszok
1/1/17	LRP	Daryl Shippy removed – retired	V. Powszok
1/1/17	SWPPP Team	Daniel Vasquez added, Dave English removed Tim Miller added, Daryl Shippy removed	V. Powszok
1/1/17	Section 3.2	Updated GPS coordinates for Outfall	V. Powszok
1/1/17	Section 4.0	Updated as per ACMG recommendations	V. Powszok
1/1/17	Section 4.1	Updated Ross Tradition to Ross Aviation – Name Change Included Desert Jet Center – new tenant	V. Powszok
1/1/17	Section 4.2	Updated Ross Tradition to Ross Aviation – Name Change Included Desert Jet Center – new tenant Included aircraft washing	V. Powszok
1/1/17	Section 4.3	Included Potential Non-Industrial Sources	V. Powszok
1/1/17	Section 4.7	Updated as per ACMG recommendations	V. Powszok
1/1/17	Section 5.1	Updated applicable additions	V. Powszok
1/1/17	Section 5.2	Updated applicable additions	V. Powszok
1/1/17	Section 5.3	Updated applicable additions	V. Powszok
1/1/17	Section 5.6	Updated applicable additions	V. Powszok
1/1/17	Section 7.0	Included aircraft washing	V. Powszok
1/1/17	Section 10.0	Updated LRP and Title	V. Powszok
10/10/18	LRP	Tim Miller removed, Liliana Valle added	V. Powszok
10/10/18	Section 1.0	Change telephone number for LRP	V. Powszok
10/10/18	Section 1.0	Change title for DAR	V. Powszok
10/10/18	Section 2.0	Change telephone number for LRP	V. Powszok
10/10/18	Section 2.0	Change title for DAR	V. Powszok

<b>Revision Date</b>	<b>Section Revised</b>	<b>Purpose of Revision</b>	<b>Revised By</b>
10/10/18	Section 3.2	Change to Sampling Location #1 and add statement	V. Powszok
10/10/18	Section 4.0	Added more detailed explanations to Narrative Assessment of Potential Pollutant Sources	V. Powszok
10/10/18	Section 4.1	Updated typical fuel storage quantities for Fuel Farm and Trucks	V. Powszok
10/10/18	Section 4.2	Removed aircraft washing station – no designated areas on airport	V. Powszok
10/10/18	Section 4.5	Updated Significant Spills and Leaks with Jet Fuel Spill on heavy ramp	V. Powszok
10/10/18	Section 4.7	Updated with correct airport name	V. Powszok
10/10/18	Section 7.0	Removed aircraft washing BMP – no designated areas on airport	V. Powszok
10/10/18	Section 8.3	Added copies of MVO and SEVO forms	V. Powszok
10/10/18	Section 9.0	Added Completed ACFCE form	V. Powszok
10/10/18	Section 10.0	Updated LRP name and title	V. Powszok
10/10/18	Appendix A	Updated maps	V. Powszok
10/10/18	Appendix B	Updated COC form	V. Powszok
10/10/18	Appendix D	Added Appendix for MVO and SEVO forms	V. Powszok
4/1/20	Section 3.2	Updated Site Map location	V. Powszok
4/1/20	Throughout	Removed all references to Signature Flight Support – property sold to TRM Holdings, LLC, dba Ross Aviation (South), executed on 11/19/19.	V. Powszok
4/1/20	Throughout	All references to existing Ross Aviation will now be referred to as Ross Aviation (North).	V. Powszok
4/1/20	Section 4.0	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.1	Removed Signature Flight Support Fuel Truck – now referred to as Ross Aviation (South) Fuel Truck	V. Powszok
4/1/20	Section 4.1	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.2	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.2	Added Desert Jet Center Maintenance Hangar, completed February 2020	V. Powszok
4/1/20	Section 5.1	Clarified Ross Aviation as Ross Aviation (North)	V. Powszok

4/1/20	Section 5.1	Location of Retention Basin clarified	V. Powszok
4/1/20	Section 5.6	Airport Manager changed to County Airport Manager through section	V. Powszok
4/1/20	Section 5.7	Airport Manager changed to County Airport Manager through section	V. Powszok
4/1/20	Section 6.0	Storm Water Containment map location clarified	V. Powszok
4/1/20	Appendix A	Updated Site Maps, adding drainage and flow of water, requiring complete update to the way Industrial Areas are referred to.	V. Powszok
7/23/20	Section 4.1	Added California Hwy Patrol Jet A Fuel Tank to list	V. Powszok
7/23/20	Section 4.2	Added California Hwy Patrol Jet A Fuel Tank	V. Powszok
7/23/20	Appendix A	Updated Site Maps, adding California Hwy Patrol Jet A Fuel Tank (A-1, A-2, A-3)	V. Powszok
7/23/20	Appendix C	Added Best Management Practices for California Hwy Patrol	V. Powszok
4/8/21	LRP	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 2.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 10.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Appendix C	Updated all BMP's	V. Powszok

Note: Revisions to the SWPPP must be uploaded quarterly to the SMARTS system. If significant revisions are made to the SWPPP the revised SWPPP should be uploaded to SMARTS within 30 days.



## 2.1 FACILITY INFORMATION

<b>WDID #</b>	7331006138
<b>Address</b>	56 850 Higgins Street Thermal, CA 92274
<b>Latitude/longitude (needed for SMARTS)</b>	33° 38' 18" N 116° 9' 33" W
<b>SIC Code</b>	4581
<b>Description of Airport-Related Industrial Activity</b> [40 CFR § 122.26(b)(14)(viii) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-25), 43, 44, 45, and 5171 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under paragraphs (b)(14) (i)-(vii) or (ix)-(xi) of this section are associated with industrial activity.] For more information, click here	<b>Airport Operations Area (AOA):</b>  Generally, all of the regulated "industrial" stormwater activities at the airport occur within the AOA; however, not all of the AOA is necessarily part of the "industrial" areas or is required to be permitted by the CA IGP.  Site Map (attachment #1) identifies the industrial areas subject to permitting within the AOA.
<b>Hours of Operation<sup>1</sup></b>	6am to 4:30pm
<b>Description of neighboring operations/ properties</b>	<b>North</b> – open <b>South</b> – open <b>East</b> – open <b>West</b> – open
<b>Compliance Group Member</b>	Member of Airport California Monitoring Group

### Legally Responsible Person (LRP)

<b>Name</b>	<b>Title</b>	<b>Contact Number</b>
Angela Jamison	County Airports Manager	951-529-8195

### Duly Authorized Representative(s)

<b>Name</b>	<b>Title</b>	<b>Contact Number</b>
Vicki Powszok	Development Specialist III/Airports	951-538-9629

<sup>1</sup> The time periods when the facility is staffed to conduct any function related to industrial activity, but excluding time periods where only routine maintenance, emergency response, security, and/or janitorial services are performed.

**Compliance Group Leaders**

<b>Name</b>	<b>Organization</b>	<b>Contact Number</b>
Jeffrey Longworth	Barnes & Thornburg LLP	202-408-6918
Matthew Lentz	GSI Environmental Inc.	949-679-1070
Sarah Hoffman	Environmental Compliance Options	603-746-1059

**Qualified Industrial Stormwater Practitioner (if necessary and applicable)**

<b>Name</b>	<b>Title</b>	<b>Contact Number</b>

**2.0 STORMWATER POLLUTION PREVENTION TEAM**

<b>Name</b>	<b>Title</b>	<b>Contact Number</b>	<b>Responsibilities/Duties</b>
Angela Jamison	County Airports Manager	951-529-8195	LRP, Oversees implementation
Edgar Ocampo	Ops and Maintenance Worker	951-538-5164	Sample collection, all observations
Vicki Powszok	Development Specialist III/ Airports	951-538-9629	DAR, data entry, annual reports
Daniel Vasquez	Ops and Maintenance Worker	951-212-0496	Observations

NOTE: All team members are trained in all aspects of the SWPPP and can substitute for one another when the regularly assigned team member is temporarily unavailable (due to vacation, illness, out of town business, or other absence).

### 3.0 Site Maps

The Airport's Site Map(s): See Appendix A

### 3.1 Site Stormwater Drainage

#### Airport Operations Area Description

Industrial activity is confined to aircraft parking ramp for refueling activities and water flows to the various retention basins on the airport.

#### General Drainage Discussion

Airport stormwater flow is described on Site Map A-3 with stormwater running via ribbon gutters and underground drains to swales running to the south to three retention/settling basins with the outfall south of last basin. If there is a discharge from the basins, an upstream sample location has been identified that represents storm water flows from industrial activity areas.

#### Off-Site Stormwater Run-On Discussion

N/A

### 3.2 Stormwater Industrial Discharge Points

Describe the industrial operations that occur in each of the Airport's stormwater drainage areas and final discharge locations. Similar information can be found at Site Map A-3. If there are discharge locations at the Airport that are affected by run-on from surrounding areas or that are difficult or unsafe to sample, an alternative monitoring location can be selected. Any alternative locations selected should be noted in the table below and included on the site map.

Discharge Point ID	Description of Industrial Operations in Each Drainage Area and Sampling Location (include lat/long for each discharge point)	Designated for Sample Collection/ Analysis (Y/N) <sup>1</sup>
Sampling Location #1	33° 37' 15.79"N, 116° 09', 29.34"W Runoff from all industrial activity occurring at the airport consists of aircraft maintenance, aircraft fueling and fuel storage.	Y

#### **Narrative Sample Reduction Justifications per Section 3.2:**

An Alternate sampling location can be collected up stream of Outfall #1. There is a possibility of Outfall #1 discharging during a severe storm; however the sample collected there would be impacted by offsite runoff as well as runoff from non-industrial areas. Therefore the sample collection location has been moved "upstream" to location past first detention system that collects runoff from all industrial activity occurring at the airport. We will only sample if discharging off-site at actual Outfall location.

#### 4.0 NARRATIVE ASSESSMENT OF POTENTIAL POLLUTANT SOURCES

The following SWPPP section includes a narrative description of potential pollutant sources and the potential pollutants that may be exposed to stormwater discharges and authorized non-storm water discharges.

##### Potential Pollutant Source/Activity

The industrial Activities at the Airport consist of:

- Aircraft fueling/Fuel Storage
- Aircraft maintenance
- Equipment Storage

Each process is discussed in full below:

##### **AIRCRAFT FUELING**

Aircrafts are fueled by trucks specifically designed to meet aviation fueling handling safety and quality control requirements. Aircraft fueling is conducted on paved ramp areas on the North side of the Airport. These areas are noted on the Site Map and are lettered A through D. Fuel and oil are stored in various locations on the Airport property and fall under the responsibility of the FBOs. Fuel and oil storage locations are noted on the Site Map A-2, and are indicated as areas A1, B1, C1, C2 and D2.

**Fuel Type(s):** 100 LL Avgas and Jet Fuel

**Fuel characteristics:** *100 low lead Avgas:* Colored flammable liquid that is gasoline based; *Jet Fuel:* Colorless to pale straw flammable liquid that is kerosene based. (MSDS for specific fuels used are kept on site.)

**Typical Fueling Quantity and Storage Quantity of Aviation Fuel:** Fuel trucks store product in single wall aluminum or steel tanks. Aircrafts store fuel in aluminum tanks or rubble bladders. Fuel trucks vary in capacity with the largest containing approximately 5,000 gallons. The total quantity aviation fuel carried by fuel trucks at the Airport is as follows: Jet Fuel: 35,000 gallons; Avgas: 1,500 gallons.

Double wall, above ground tanks are used to store 100 LL Avgas and Jet Fuel. Above ground storage capacity is 12,000 gallons for each Fuel sold.

##### **Describe fuel receiving and loading procedures:**

Aviation fuel is received in bulk via tanker trucks. Fuel is pumped directly into storage tanks from the delivery vehicle through a closed system.

Fuel containment and associated Fuel Best Management Practices (BMP): Due to the Airport's history of clean stormwater sampling, the following is a list of current BMP's that have proven to be beneficial in preventing known pollutants from entering into the stormwater:

- Fueling operations (including transfer of fuel to tank trucks) is conducted on an impervious or contained pad.
- Fuelers use fueling hoses with check valves to prevent hose drainage after fueling.



- Spill kits are provided on fuel truck, at fuel stations, in each FBO and at strategic locations.
- Each kit has a minimum of loose absorbents, pails, broom and shovel, and personal protective equipment.
- Any spills and leaks are cleaned up as soon as possible and clean up materials are readily available.
- Dry clean up methods are used for fueling areas rather than hosing down the fuel area.
- Curbing and posts surround the fuel pumps in an effort to prevent collisions from vehicles.
- "Topping off" of the fuel in the receiving equipment is not permitted.
- Annual training by the FBO line supervisor is done for all personnel involved in the fueling process.
- Above ground storage tanks are installed on an impervious concrete slab. Secondary containment provided by a continuous concrete curb around the perimeter of the fuel storage area.
- All tanks are equipped with high level detection sensors and alarms.
- Larger spills are contained through the use of absorbent pads, absorbent materials and dikes. Larger spills occurring in the fuel storage area will be contained by the concrete slab and curb.
- Airport Administration is notified as soon as possible of any spills exceeding 5 feet in any direction or a spill that has entered the storm drainage system.

**Observations/Inspections:** Daily inspections and preventive maintenance is done on fuel storage tanks to detect potential leaks before they occur. Spill kits are inspected monthly and items replaced as needed. The FBO line service employees are responsible for this and keep all associated records.

**Potential pollutant source and pollutants:** The potential pollutant source is the daily transfer of fuel, runoff from fueling area, truck leaks, and any related vehicle maintenance. The potential pollutant from the aircraft fueling process is aviation fuel (specifically Avgas and Jet A fuel), oil and lubricants, and hydraulic fluid.

## **AIRCRAFT and GROUND VEHICLE MAINTENANCE**

Aircraft and vehicle maintenance are routine activities at most Airports. The type of maintenance performed ranges from scheduled preventive maintenance, where components of the aircrafts and/or vehicles are inspected, repaired and/or fluids replaced. Corrective maintenance may be very minor or can involve replacement of major components such as the engine. Aircraft and vehicle maintenance is performed primarily indoors in hangar facilities. Aircraft and Vehicle maintenance locations are noted on the Site Map A-2 as indicated as areas B, C and D.

**Aircraft/vehicle maintenance materials type, quantity and disposal:** The types of maintenance conducted at the Airport are typically minor such as: oil changes, fuel filter change-out, and minor pump repairs. The materials associated with aircraft/vehicle maintenance, and their storage locations are as follows:

- Engine Oil – tenant maintenance hangars
- Waste Engine Oil – tenant maintenance hangars
- Solvents – tenant maintenance hangars

- Waste Solvents – tenant maintenance hangars
- Hydraulic Fluid – tenant maintenance hangars
- Waste Oil Filters – tenant maintenance hangars

Maintenance materials are handled in relatively small quantities as required for maintenance and operations. Tenants receive materials on their premises and store them indoors.

**Aircraft maintenance material characteristic:** Based on the diversity of aircraft undergoing maintenance, the materials used will vary accordingly. On a broad scale, engine oil will be a liquid, typical orange in appearance, and used for lubrication purposes. Some are petroleum based while others are polyalphaolefin synthetic based. FBO's are responsible for keeping the material safety data sheets (MSDS) on oils used. Typical hydraulic fluid will be a red highly flammable liquid. (MSDS for specific fuels used are kept on site).

**Aircraft/Vehicle Maintenance BMPs:** Aircraft/vehicle maintenance is mostly performed indoors, eliminating the potential for maintenance material to impact stormwater. Due to the Airport's history of clean stormwater sampling, the following is a list of current BMPs that have proven to be beneficial in preventing known pollutants from entering into the stormwater:

#### **BMP #1 – GOOD HOUSEKEEPING**

- A. **All areas where stormwater may contact pollutants must be kept clean.**
- B. **Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. **Minimize dust generated**
- D. **Cover stored industrial materials to prevent contact with stormwater.**
- E. **Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

#### **BMP #2 – PREVENTATIVE MAINTENANCE**

- A. **Identify equipment and systems that may leak.**
- B. **Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. **All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. **Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. **Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

#### **BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE**

- A. **Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)
- B. **Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. **Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

**BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT**

- A. Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**
- C. Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

**BMP #5 – EROSION AND SEDIMENT CONTROL**

- 2. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.**

**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- 2. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.**

**Observations/Inspections:** The maintenance areas are inspected by FBO employees on a regular basis to ensure BMPs are being implemented effectively. The FBO is also responsible for training employees on BMPs, waste control and disposal procedures. The Airport Maintenance & Operations Supervisor is responsible for inspecting the maintenance area regularly for proper implementation of control measures. Spill kits are inspected on a monthly basis and items are replaced as needed.

#### 4.1 LIST OF INDUSTRIAL MATERIALS

Operator	Material	Storage Location(s) (Reference Map)	Typical Quantity Stored*	Receiving Location(s) (Reference Map)	Shipping Location(s) (Reference Map)	Handling Location(s) (Reference Map)
Ross Aviation (North) Fuel Farm	Jet-A and Av-Gas	Area C1 on Map A-2	3 tanks holding 12,000 gallons ea.	Same as storage	Same as storage	Same as storage
Ross Aviation (North) Fuel Trucks	Jet A and Av-Gas	Mobile over entire Industrial activity area	1 Av-Gas truck holding 750 gallons and (3) Jet A trucks holding 5,000 gallons ea.	Area C2 on Map A-2	Entire industrial activity area	Entire industrial activity area
Ross Aviation (South) Fuel Truck	Av-Gas	Mobile over entire Industrial Area	1- 5,000 gallon Av-Gas truck	Area B1 on Map A-2	Entire industrial activity area	Entire industrial activity area
Desert Jet Center Fuel Farm	Jet A	Area D1 on Map A-2	1-12,000 Jet A Tank	Same as storage	Same as storage	Same as storage
Desert Jet Center Fuel Trucks	Jet A and Av-Gas	Mobile over entire industrial area	1 Av-Gas truck holding 750 gallons and (3) Jet A trucks holding 5,000 gallons ea.	Area D2 on Map A-2	Entire industrial activity area	Entire industrial activity area
Thermal Aviation Fuel Farm	Jet A and Av-Gas	Area A1 on Map A-2	2 tanks holding 12,000 gallons each	Same as storage	Same as storage	Same as storage
California Hwy Patrol	Jet A	Area E1 on Map A-2	1 Jet A tank holding 12,000 gallons	Same as storage	Same as storage	Same as storage
Used oil collection site	Used motor oils	Area B2 on Map A-2	300 gallons	Same as storage	Same as storage	Same as storage

\* IF STORED IN A TANK, PROVIDE THE TANK CAPACITY ALSO.

## 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Ross Aviation (North) Maintenance Hangar (Aircraft Maintenance)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area C on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation</b>	Ross Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Small amounts of aviation fuel and oil
<b>Describe Containment Structures and Capacity, if applicable.</b>	Primarily work done indoors to prevent pollutants from contact with stormwater

<b>Process Description:</b>	Ross Aviation (North) Fuel Farm (Aircraft fuel storage)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area C1 on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation</b>	Ross Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	2- 12,000 gallon Jet A tanks 1- 12,000 gallon Av Gas tank
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground fuel storage tanks with secondary containment

#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Ross Aviation (North) Fuel trucks (mobile refueling of aircraft)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Entire industrial activity area Area C2 on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation</b>	Ross Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	1 Av Gas truck containing 750 gallons 3 Jet A trucks containing 5,000 gallons each
<b>Describe Containment Structures and Capacity, if applicable.</b>	Aviation fuel trucks

<b>Process Description:</b>	Ross Aviation (South) Maintenance Hangar (aircraft maintenance)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area B on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation</b>	Ross Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Small amounts of aviation fuel and oils
<b>Describe Containment Structures and Capacity, if applicable.</b>	Primarily work done indoors to prevent pollutants from stormwater contact



#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Ross Aviation (South) Fuel Truck (mobile refueling of aircraft)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Entire industrial activity area Area B1 on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation</b>	Ross Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	1- 5,000 gallon Av Gas truck
<b>Describe Containment Structures and Capacity, if applicable.</b>	Aviation fuel truck

<b>Process Description:</b>	Waste oil collection site (tank to hold recycle engine oil)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area B2 on Map A-2
<b>Responsible Party(ies): Airport Y Specific Tenant(s): County of Riverside</b>	County of Riverside
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	300 gallon tank for collection of used aircraft oils
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground tank with secondary containment under a metal roof

#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Thermal Aviation Fuel Farm (aircraft fuel storage and dispensing)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area A1 on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Thermal Aviation</b>	Thermal Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	1- 12,000 gallon Jet A tank 1- 12,000 gallon Av Gas tank
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground fuel tanks with secondary containment and under cover roof

<b>Process Description:</b>	Desert Jet Center Maintenance Hangar (aircraft maintenance)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area D on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Desert Jet Center</b>	Desert Jet Center
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Small amounts of aviation fuel and oils
<b>Describe Containment Structures and Capacity, if applicable.</b>	Primarily work done indoors to prevent pollutants from stormwater contact



#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Desert Jet Center Fuel Farm (aircraft fuel storage and dispensing)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area D1 on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Desert Jet Center</b>	Desert Jet Center
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	1 – 12,000 gallon Jet A Tank
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground fuel tank with berm system containment

<b>Process Description:</b>	Desert Jet Center Av-Gas & Jet Fuel Trucks
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area D2 on Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Desert Jet Center</b>	Desert Jet Center
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	2 Jet A trucks containing 5,000 gallons each 1 Av Gas Truck containing 750 gallons
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground fuel tanks with secondary containment and under cover roof

#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	California Hwy Patrol Fuel Tank (aircraft fuel storage and dispensing)
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area E1 on Map A-2
<b>Responsible Party(ies):</b> <b>Airport N</b> <b>Specific Tenant(s):</b> <b>California Hwy Patrol</b>	California Hwy Patrol
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	1 – 12,000 gallon Jet A Tank
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground fuel tank with berm system containment

#### 4.3 Dust and Particulate Generating Activities

List any particular industrial activities with the potential to generate a significant amount of dust or particulate are described below (not dust or particulate matter originating outside the AOA).

<b>Industrial Activity:</b>	N/A
<b>Areas Where Activity is Conducted are Designated on Site Map</b>	
<b>Description of the Source and Characteristics of the Dust or Particulate:</b>	
<b>Associated Stormwater Discharge Locations:</b>	

<b>Industrial Activity:</b>	N/A
<b>Areas Where Activity is Conducted are Designated on Site Map</b>	
<b>Description of the Source and Characteristics of the Dust or Particulate:</b>	
<b>Associated Stormwater Discharge Locations:</b>	

#### 4.4 Erodible Surfaces

Areas of the Airport where soil erosion may occur as a result of industrial activity, stormwater discharges associated with industrial activity, or authorized non-stormwater discharges are described below.

<b>Description of Area:</b>	N/A
<b>Designation on Site Map:</b>	
<b>Associated Stormwater Discharge Locations:</b>	

<b>Description of Area:</b>	N/A
<b>Designation on Site Map:</b>	
<b>Associated Stormwater Discharge Locations:</b>	

#### 4.5 Significant Spills and Leaks

Presented below is information on significant spills or leaks that have occurred at the Airport in the past 5 years; included are industrial materials that have spilled or leaked in significant quantities and have discharged from the facility's stormwater conveyance, toxic chemicals (listed in 40 CFR, Part 302) that have been discharged to stormwater as reported on US EPA Form R, oil and hazardous substances in excess of reportable quantities (see 40 CFR, Parts 110, 117, and 302), and industrial materials that have spilled or leaked in significant quantities and had the potential to discharge.

Check here if no such spills or leaks have occurred in the past 5 years:

Material Spilled & Date	Quantity Discharged from Site	Material Physical Characteristics	Location of Spill or Leak	Quantity Spilled or Leaked	Remaining Quantity w/ Discharge Potential	Preventative Measures
Jet Fuel 12/4/17	No material left site		33° 38' 08N 116° 9' 30"W	50-60 gallons		Concrete removed, Fuel remediated, area repaved

#### 4.6 Non-Stormwater Discharges

Summarized below are descriptions of non-stormwater discharges that occur at the Airport and a determination if these non-stormwater discharges are authorized in accordance with Section IV of the General Permit.

1.

Description of Non-Stormwater Discharge and Source:	N/A
Frequency of Discharge:	
Approximate Quantity per Discharge:	
Associated Stormwater Discharge Location(s):	
Authorized by the General Permit?	Yes or No

2.

<b>Description of Non-Stormwater Discharge and Source:</b>	N/A
<b>Frequency of Discharge:</b>	
<b>Approximate Quantity per Discharge:</b>	
<b>Associated Stormwater Discharge Location(s):</b>	
<b>Authorized by the General Permit?</b>	Yes or No

[NOTE: If unauthorized non-stormwater discharges are reported here, you must record additional corrective action to eliminate them in the future.]

#### 4.7 303(d) Listed Waters/Pollutants

Identify 303(d) listed receiving waters and pollutants causing the impairments. Jacqueline Cochran Regional Airport coordinated with Group Leaders regarding 303(d) monitoring parameters in order to identify any direct links between the airport's industrial activities and direct discharges linked to 303(d) listed impairments and approved TDMLs based on Section X.G.2.a.ix., as further set forth by the permit's Fact Sheet, and subsequent guidance provided by SWRCB.

Based on our analysis of industrial activities, related pollutants of concern, and the permits requirements regarding 303(d) listed waters (and related guidance from the SWRCB), this airport will also monitor for the following pollutants in addition to the other parameters set forth in Section XI.B.6., if listed below. A complete list of the 303(d) listed impairments for waters within the HUC-10 for the airport is included in SMARTS and was used when performing this analysis. Note: the complete list of pollutants monitored for are listed in the airport's Chain of Custody form identified in Section 8.5 and found in Appendix B.

303(d) Listed Water	Pollutants
	Not Applicable: the airport has determined that monitoring for pH, TSS, and O&G also addresses any related 303(d) listed water monitoring requirements.

## **5.0 MINIMUM BMPS**

Minimum BMPs categories include:

- Good Housekeeping
- Preventive Maintenance
- Spill and Leak Prevention and Response
- Material Handling and Waste Management
- Erosion and Sediment Controls
- Employee Training
- Quality Assurance and Record Keeping



### 5.1 Good Housekeeping BMPs

Good House-keeping Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Observe and maintain industrial activity outdoor areas	Industrial activity operators are required to keep operation area clean and orderly	All industrial activity operation areas	As needed	As needed during operations	Industrial activity operator	N/A
Minimize or prevent material tracking	Oil/Fuel Spills are cleaned up as soon as practicable after observed to prevent material tracking	All industrial activity operation areas	Absorbent material and other as needed equipment	As needed during operations	Industrial activity operator	N/A
Minimize dust generated	Refueling operations and storage is conducted on concrete or asphalt to minimize dust generated	All industrial activity operation areas	N/A	N/A	N/A	N/A
Cleanup areas affected by rinse and wash water	Ensure that area is clean and free of debris after washing is complete.		Concrete Ramp Area	As needed	All Industrial activity operators	N/A

<b>Good House-keeping Minimum BMPs</b>	<b>Site Specific BMP Description</b>	<b>Area(s) Implemented</b>	<b>Tools / Equipment</b>	<b>Frequency</b>	<b>Person(s) Responsible</b>	<b>Actions performed in lieu of BMP</b>
Cover stored industrial materials that can be readily mobilized by contact with Stormwater	Stored materials are in containment tanks	All industrial activity operation areas	Storage tanks	Always	Industrial activity operator	N/A
Prevent disposal of rinse/wash waters	No designated wash rack provided; however when washing does occur, waste water is captured in the detention system.	Northwest side of ramp behind Ross Aviation (North)	N/A	Always	Operator	N/A
Minimize flows of offsite stormwater and NSWDS into material handling areas	N/A					
Training and awareness for tenants and employees concerning good housekeeping practices	Industrial activity operators are required to train employees for proper use of equipment and good housekeeping practices	All industrial activity areas	N/A	Annually or upon new hires	Industrial activity operators	N/A



## 5.2 Preventative Maintenance

Preventive Maintenance Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person Responsible	Actions performed in lieu of BMP
Identify equipment and systems that may leak	Fuel storage tanks and fuel trucks	All industrial activity areas	As needed	N/A	Industrial activity operator	N/A
Observe the equipment and systems to detect leaks	Employees trained to observe equipment as they use it	Industrial activity operation areas	As needed	During operations	Industrial activity area operator	N/A
Establish a schedule for maintenance	Maintenance and repair to be performed as needed	Industrial activity operation areas	As needed	During operations	Industrial activity operator	N/A
Establish procedures for maintenance and repair	Employees trained for proper repair procedures	Area of operations	As needed	During operations	Industrial activity operator	N/A

### 5.3 Spill and Leak Prevention and Response

Spill and Leak Prevention and Response Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person Responsible	Actions performed in lieu of BMP
Establish procedures and/or controls to minimize spills and leaks	Employees are trained in proper use of equipment to minimize risk of leak or spill	Operation areas	As needed	During operations	Industrial activity operator	N/A
Develop and implement spill and leak response procedures to prevent industrial materials from being discharge	Employees are trained to assess and respond to a spill as required	Operation areas	As needed	During operations	Industrial activity through SPCC Plan for industrial user	N/A
Clean up spills and leaks promptly	Employees are trained to clean up spills as they occur	Operation areas	As needed	During operations	Industrial activity operator	N/A
Identify and describe needed spill and leak response equipment	Employees assess the spill and needed equipment to clean up	Operation areas	As needed	During operations	Industrial activity operator	N/A
Train appropriate spill prevention and response personnel	Industrial activity operator to train there personnel	Operation areas	As needed	During operations	Industrial activity operator	N/A

#### 5.4 Material Handling and Waste Management BMPs

Materials Handling and Waste Management Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Minimize handling of industrial materials or wastes that can be mobilized by contact with stormwater	Materials are only handled as needed for efficient operation of industrial activity	Area of operations	As needed	During operations	Industrial activity operator	N/A
Contain non-solid industrial materials or wastes that can be transported or dispersed by the wind or contact with Stormwater	Materials are stored in sealed tanks to prevent contact with stormwater	Areas of operation	Containment tanks	always	Industrial activity operator	N/A
Cover industrial waste disposal and industrial material storage containers	N/A					
Divert run-on and stormwater away from stockpiled materials	N/A					
Clean spills that occur during handling	Employees are trained to clean up spills as they occur	Area of operations	Absorbent material and other equipment as needed	As needed	Industrial activity operator	N/A
Observe and clean outdoor material/waste handling equipment or containers	Employees trained in good housekeeping procedures	Industrial activity areas	As needed	As needed	Industrial activity operator	N/A

## 5.5 Erosion and Sediment Controls

Erosion and Sediment Control Minimum BMP	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Implement effective wind erosion controls	Industrial activities at this airport are performed on either concrete or asphalt and not impacted by wind erosion	Industrial activity areas	N/A	N/A	N/A	N/A
Provide effective stabilization for inactive areas, finished slopes, and other areas prior to a forecasted storm event.	N/A					
Maintain effective perimeter controls and stabilize site entrances	N/A					
Divert run-on and stormwater generated from within the facility away from erodible materials	N/A					
Properly design sediment basins	All industrial activity area stormwater runoff is collected in a retention/settling area as depicted on airport	Retention basin shown on Map A-4				



Erosion and Sediment Control Minimum BMP	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
	stormwater flow map					

## 5.6 Employee Training Program

Employee Training Minimum BMPs Identify which personnel need to be trained	Site Specific BMP Description	Person(s) Responsible	Actions performed in lieu of BMP
	<ul style="list-style-type: none"> <li>Personnel involved in the implementation of the stormwater program are provided training at least annually. This included those responsible for implementation and BMPs, visual observations and monitoring, and document updates.</li> </ul>	County Airport Manager	N/A
Train stormwater team members	<ul style="list-style-type: none"> <li>Stormwater team members are trained in above training program</li> <li>Fuel providers trained per FAA standards</li> </ul>	County Airport Manager	N/A
Prepare or acquire training manuals	N/A		
Provide a training schedule	<ul style="list-style-type: none"> <li>Stormwater program training is provided at least annually</li> </ul>		
Maintain training documentation	Documentation shall be kept with hardcopy of SWPPP on site	County Airport Manager	N/A

## 5.7 Quality Assurance and Recordkeeping BMPs

Quality Assurance and Record Keeping Minimum BMPs	Site Specific BMP Description	Person(s) Responsible	Actions performed in lieu of BMP
Develop and implement management procedures to ensure implementation of plans	Airport industrial activity operators will be given a list of required BMPs to be maintained with the operation of their activity and a signed acknowledgement that they received and understand the BMPs will be maintained with the SWPPP on site	County Airport Manager	N/A
Develop a method of tracking and recording program implementation	Signed acknowledgement of BMPs from industrial activity operator will be kept with the SWPPP on site	County Airport Manager	N/A
Maintain implementation records (i.e., BMP deployment records, employee training logs, spill occurrence and clean-up records)	Records to be maintained with SWPPP on site	County Airport Manager	N/A

## 6.0 ADVANCED BMPs

Advanced BMPs include Exposure Minimization, Stormwater Containment and Discharge Reduction, Treatment Control, and Other Advanced BMPs. Exposure minimization BMPs include storm resistant shelters to prevent the contact of stormwater with industrial activities and material. Stormwater Containment and Discharge Reduction BMPs include BMPs that divert, reuse, contain, or reduce the volume of stormwater runoff. Treatment control BMPs include one or more mechanical, chemical, biologic, physical, or any other treatment process technology and is sized to meet the treatment control design storm standard.

Advanced BMPs	Area(s) Implemented	Associated Industrial Activity / Material(s)	Inspection Frequency	Person(s) Responsible
<b>Exposure Minimization BMPs</b>				
<b>Stormwater Containment and Discharge Reduction BMPs</b>				
Retention Basin	South end of airport as shown on Map A-4	All airport stormwater	During outfall inspections	Airport Manager
<b>Treatment Control BMPs</b>				
<b>Other Advanced BMPs</b>				



## 7.0 BMP SUMMARY TABLE

Industrial Activity/ Pollutant Source	Potential Pollutants	BMPs Implemented	Frequency
Aircraft fueling operations (fuel farms)	Aviation Fuels	Good housekeeping, absorbent materials on site, Employee training	During operations
Aircraft maintenance operations	Small fuel/oil spills	Good housekeeping, absorbent materials, employee training, work done indoors	During operations
Aircraft fueling operations	Aviation fuels	Good housekeeping, visual inspections, preventative maintenance, absorbent materials, employee training	During operations

## **8.0 MONITORING IMPLEMENTATION PLAN (MIP)**

### **8.1 MIP Team Members**

See SWPPP Team at page 4.

### **8.2 Industrial Discharge Locations**

See Sections 3.1 and 3.2 above.

#### **8.2.1 Representative Sample Reduction**

The General Permit (Section XI.C.4) allows the number of locations sampled in each drainage area to be reduced if the industrial activities, BMPs, and physical characteristics of the drainage area for each location to be sampled are substantially similar to one another. The justification for sample reduction included below must include the following:

- A description of the industrial activities that occur throughout the drainage area,
- A description of the BMPs implemented in the drainage area,
- A description of the physical characteristics of the drainage area, and
- A rationale that demonstrates the industrial activities and physical characteristics are substantially similar.

If the Representative Sample Reduction provision is not utilized at the airport, state "Not Applicable" in the first row of the table.

<b>Representative Discharge Locations Selected for Reduction</b>	<b>Justification for Representative Sampling Reductions</b>	<b>Representative Discharge Location Selected for Sampling</b>
Not Applicable		

#### **8.2.2 Qualified Combined Samples**

The Discharger may authorize an analytical laboratory to combine samples of equal volume from as many as four (4) discharge locations if the industrial activities, BMPs, and physical characteristics (grade, surface materials, etc.) within each of the drainage areas are substantially similar to one another. The justification for combining samples must include the following:

- A description of the industrial activities that occur throughout the drainage areas,
- A description of the BMPs implemented in the drainage areas,
- A description of the physical characteristics of the drainage areas, and
- A rationale that demonstrates the industrial activities and physical characteristics of the drainage areas are substantially similar.

<b>Discharge Location Samples to be Combined</b>	<b>Justification for Combining Samples for Analysis</b>	<b>Designation of Combined Sample</b>
Not Applicable		

### **8.3 Visual Observation Procedures**

#### **8.3.1 Monthly Visual Observations [MVO FORM D-1]**

Monthly visual observations are required during daylight hours, under dry conditions, and during scheduled facility operating hours. Complete MVO FORM D-1 (attached) each month for each outfall in Table 3.2.

#### **8.3.2 Sampling Event Visual Observations [SEVO FORM D-2]**

Sampling event visual observations should be conducted at the same time sampling occurs at a discharge location. Complete SEVO FORM D-2 (attached) during each sample event at sampling event outfalls in Table 3.2.

#### **8.3.4 Visual Observation Response Procedures**

Responsive actions should be taken for any observation of significant pollutant exposure, BMP maintenance or other potential stormwater pollutant discharge issue identified. If new BMPs or other practices are employed or modified, they should be recorded in the appropriate place and on the Revision Sheet.

### **8.4 Field Equipment Calibration Procedures**

The majority of the analytical testing should be performed by an analytical laboratory. To meet short hold time requirements, pH should be measured in the field. Field pH will be monitored using either:

- Wide range litmus pH paper or other equivalent pH test kits, or
- Calibrated portable instrument for pH, or
- Methods in accordance with 40 Code of Federal Regulations 136 for testing stormwater.

If a calibrated portable instrument for pH is used, field measurements should be conducted in accordance with the portable instrument accompanying manufacturer's instructions. It is recommended that an equipment calibration is performed 24 hours prior an announced rain event with a 50% greater probability of precipitation on the NOAA website.

### **8.5 Chain of Custody Record**

The Chain of Custody Record is a document used to track the samples from collection through analysis. The Chain of Custody Record should be signed by the sampler and the person taking custody of the samples. An example chain of custody record is included in Appendix B.

### **9.0 Annual Comprehensive Facility Compliance Evaluation**

1. Complete ACFCE Form D-3 (attached)

## 10.0 STORMWATER POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designated to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:

Angela Jamison

Date:

4-8-2021

Printed Name:

Angela Jamison

Title:

County Airports Manager

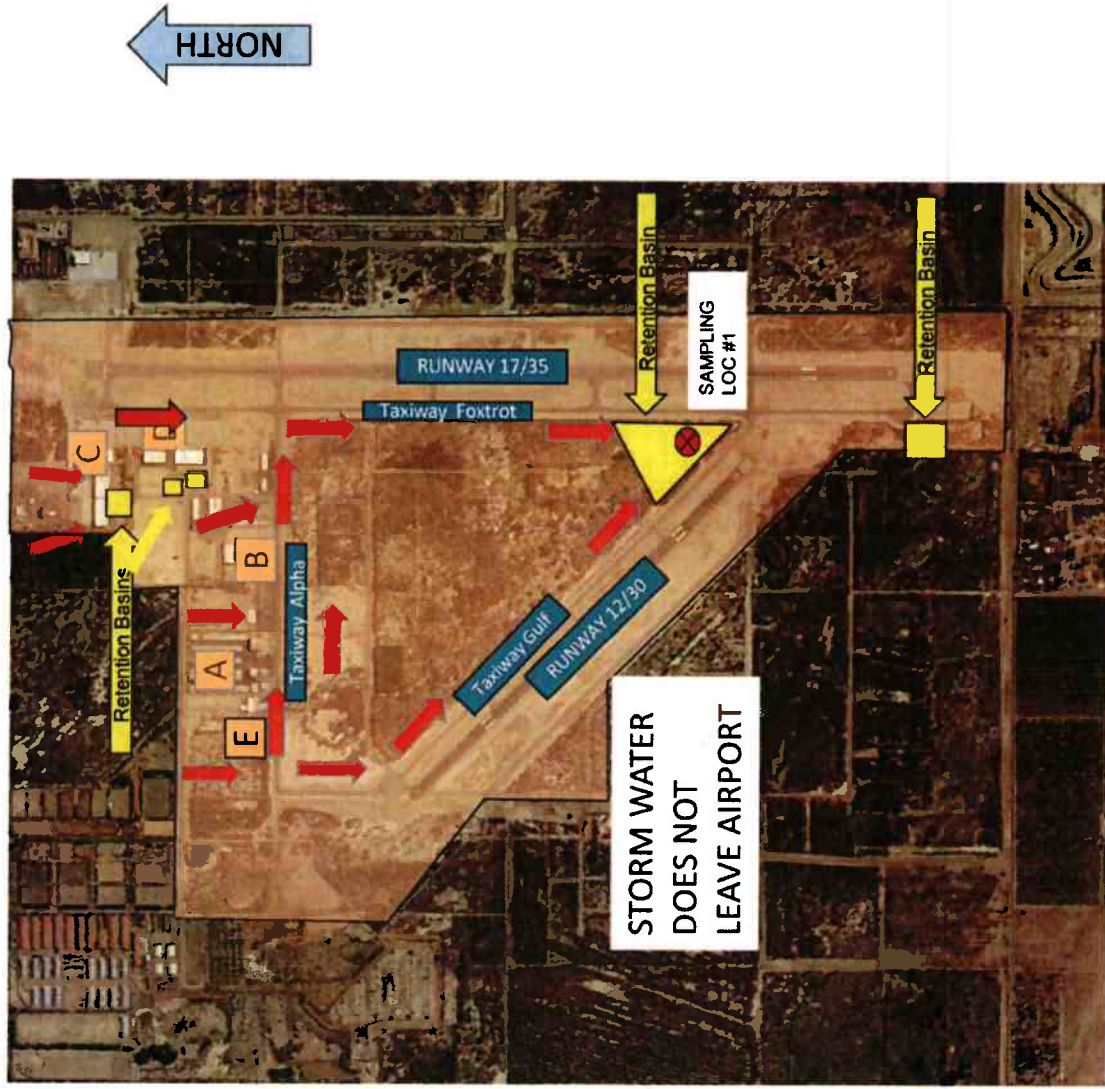
NOTE: All reports, certification, or other information required by the General Permit or requested by the Regional Water Quality Control Board, the State Board, U.S. EPA, or local stormwater management agency shall be signed by the above signatory or by a duly authorized representative.

APPENDIX A  
SITE MAPS A-1, A-2, A-3 AND A-4

# JACQUELINE COCHRAN REGIONAL AIRPORT

Page 1 of 4

- Key:
- A: Obradovich – Thermal Aviation
  - B: Ross Aviation (South)
  - C: Ross Aviation (North)
  - D: Desert Jet Center-Fuel & Trucks
  - E: California Hwy Patrol



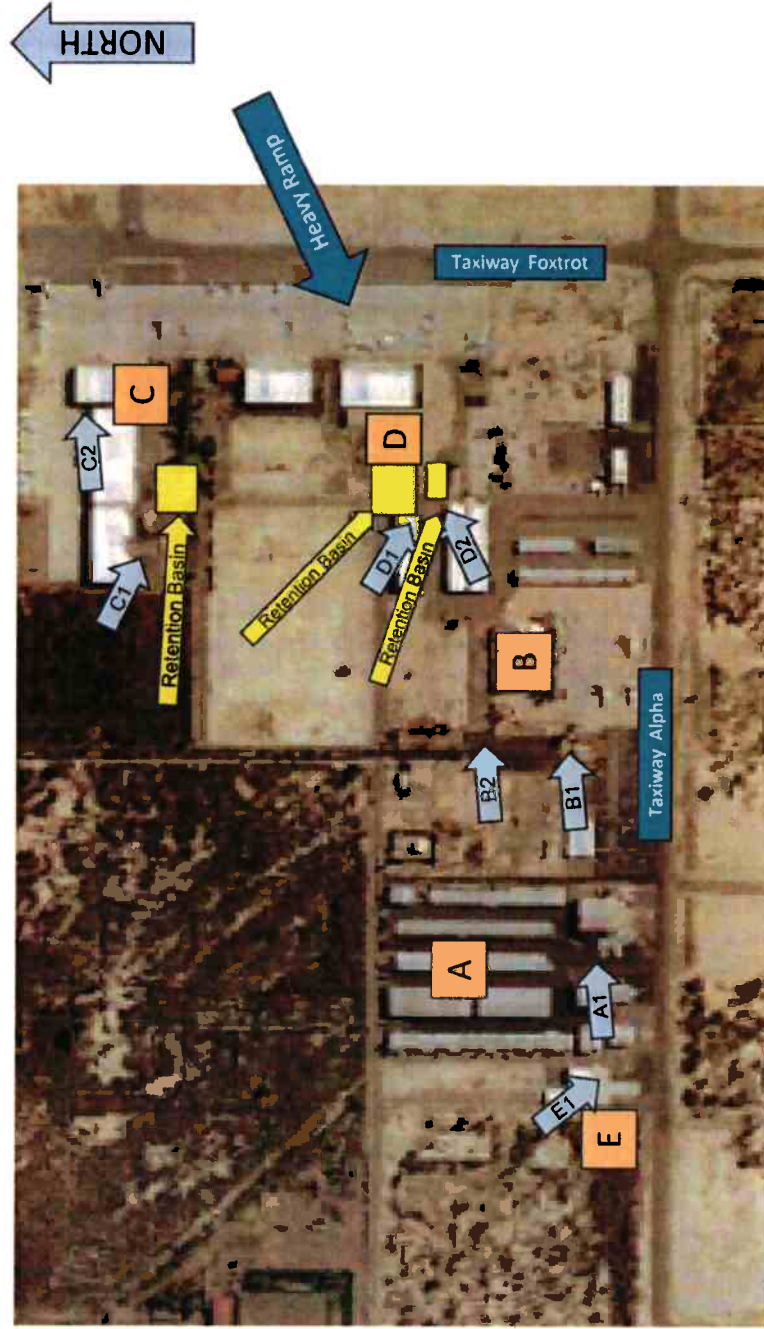
SITE MAP - A-1



# JACQUELINE COCHRAN REGIONAL AIRPORT

Page 2 of 4

- Key:
- A: Obradovich – Thermal Aviation
  - A1: Obradovich – Thermal Aviation Fuel Tanks
  - B: Ross Aviation (South)
  - B1: Ross Aviation 100LL Fuel Tank
  - B2: Waste Oil Collection
  - C: Ross Aviation (North)
  - C1: Ross Aviation (North) Fuel Tanks
  - C2: Ross Aviation (North) Fuel Trucks
  - D: Desert Jet Center
  - D1: Desert Jet Center Fuel Tanks
  - D2: Desert Jet Center Fuel Trucks
  - E1: California Hwy Patrol JetA Tank



SITE MAPS - A-2



# JACQUELINE COCHRAN REGIONAL AIRPORT

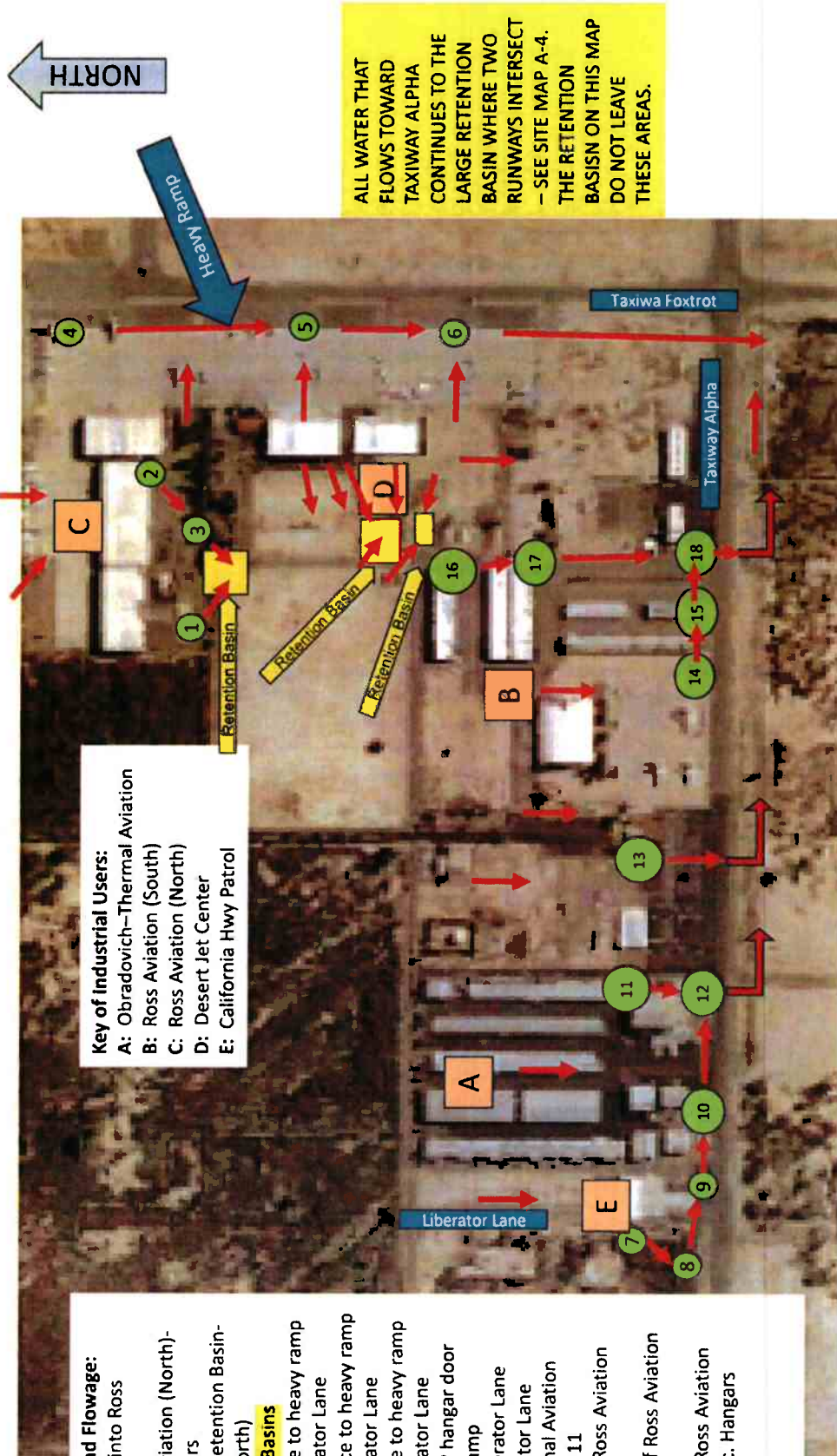
Page 3 of 4

## Key for Drains and Flowage:

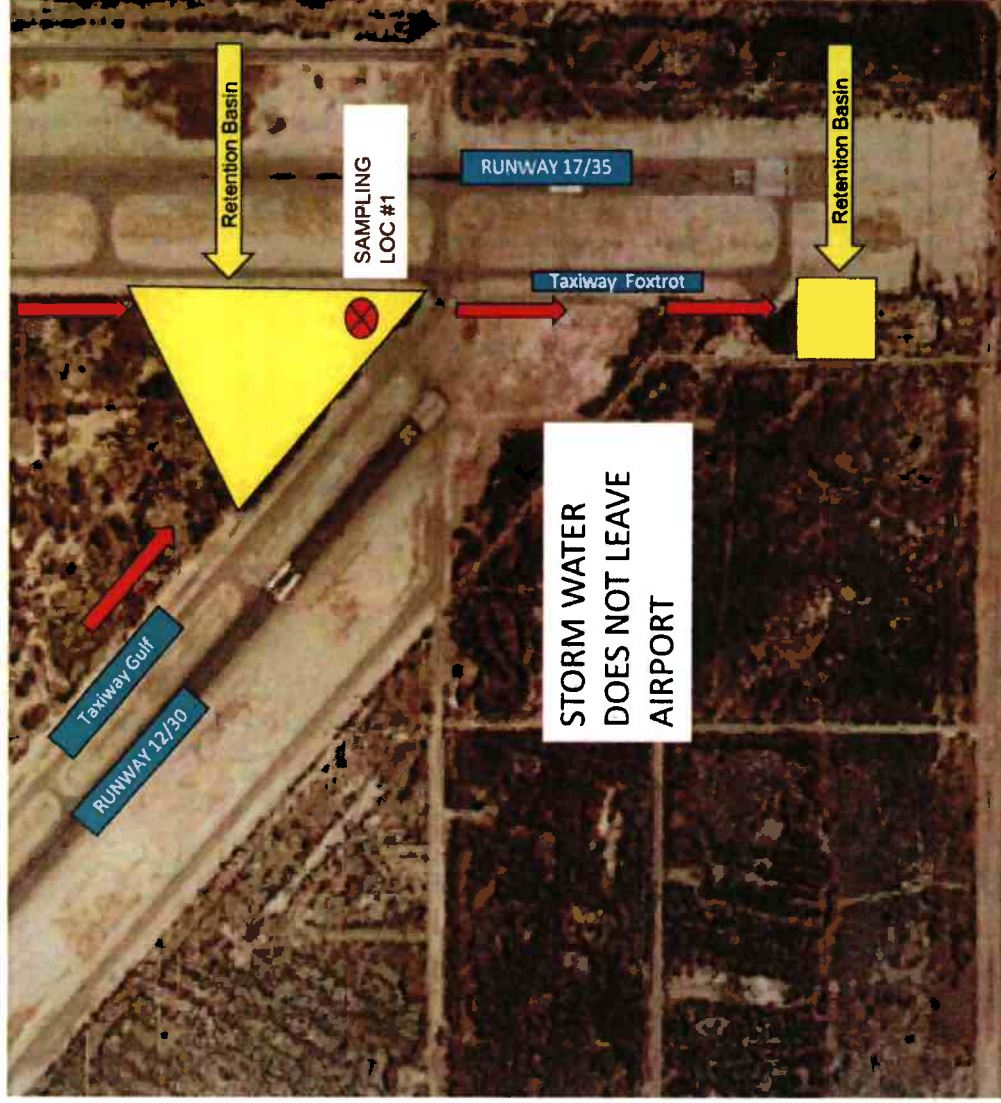
- 1: First entrance into Ross Aviation (North)
- 2: End of Ross Aviation (North)-near Exec. Hangars
- 3: In grass near Retention Basin-Ross Aviation (North)
- Retention Basins**
- 4: North entrance to heavy ramp adjacent to Liberator Lane
- 5: Center entrance to heavy ramp adjacent to Liberator Lane
- 6: South entrance to heavy ramp adjacent to Liberator Lane
- 7: In front of CHP hangar door
- 8: West of CHP ramp
- 9: In front of Liberator Lane
- 10: East of Liberator Lane
- 11: East of Thermal Aviation
- 12: East of drain 11
- 13: Adjacent to Ross Aviation (South) ramp
- 14 & 15: South of Ross Aviation (South) hangars
- 16 & 17: East of Ross Aviation (South) near Exec. Hangars

## Key of Industrial Users:

- A: Obradovich-Thermal Aviation
- B: Ross Aviation (South)
- C: Ross Aviation (North)
- D: Desert Jet Center
- E: California Hwy Patrol



SITE MAPS - A-3



SITE MAP - A-4

APPENDIX B  
CHAIN OF CUSTODY FORM



[illegible]

APPENDIX C  
BEST MANAGEMENT PRACTICES (BMP's)  
FOR INDUSTRIAL USERS

**CALIFORNIA HIGHWAY PATROL – JACQUELINE COCHRAN REGIONAL AIRPORT**

**BEST MANAGEMENT PRACTICES (BMPs)  
UNDER RIVERSIDE COUNTY AIRPORTS  
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

**BMP #1 – GOOD HOUSEKEEPING**

- A. All areas where stormwater may contact pollutants must be kept clean.**
- B. Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. Minimize dust generated**
- D. Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
- E. Cover stored industrial materials to prevent contact with stormwater.**
- F. Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

**BMP #2 – PREVENTATIVE MAINTENANCE**

- A. Identify equipment and systems that may leak.**
- B. Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

**BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE**

- A. Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)
- B. Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

**BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT**

- A. Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**
- C. Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

**BMP #5 – EROSION AND SEDIMENT CONTROL**

- A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I CHAD THOMAS owner/operator/representative  
(PLEASE PRINT NAME)

of CALIFORNIA HIGHWAY PATROL FUEL FACILITY, being an industrial activity doing business on Jacqueline Cochran Regional Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed  owner/operator/representative

Title: SERGEANT 15194

Date: 07/22/2020



**DESERT JET CENTER – JACQUELINE COCHRAN REGIONAL AIRPORT**  
**BEST MANAGEMENT PRACTICES (BMPs)**  
**UNDER RIVERSIDE COUNTY AIRPORTS**  
**STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

**BMP #1 – GOOD HOUSEKEEPING**

- A. All areas where stormwater may contact pollutants must be kept clean.
- B. Minimize or prevent material tracking. (Spills cleaned as they occur)
- C. Minimize dust generated
- D. Control vehicle/aircraft washing. (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
- E. Cover stored industrial materials to prevent contact with stormwater.
- F. Training (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

**BMP #2 – PREVENTATIVE MAINTENANCE**

- A. Identify equipment and systems that may leak.
- B. Establish procedures for maintenance and repair. (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. All rain drains on secondary containment at fuel tanks/farms to remain closed
- D. Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas
- E. Employee Training. (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

**BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE**

- A. Establish procedures to minimize spills and leaks. (Employee training for proper use of equipment to prevent spills or leaks)
- B. Establish procedures for leak and spill response. (Employee training on proper procedure for prompt spill cleanup)
- C. Training. (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

**BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT**

- A. Minimize handling of industrial materials and keep stored to prevent contact with stormwater.
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- C. Observe and keep clean outdoor material/waste handling equipment or containers.
- D. Training. (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

**BMP #5 – EROSION AND SEDIMENT CONTROL**

- A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I Jared Fox owner/operator of **DESERT JET CENTER**  
(PLEASE PRINT NAME)

being an industrial activity doing business on Jacqueline Cochran Regional Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed Jared Fox owner/operator

Date: 8/21/2021

**THERMAL AVIATION – JACQUELINE COCHRAN REGIONAL AIRPORT**  
**BEST MANAGEMENT PRACTICES (BMPs)**  
**UNDER RIVERSIDE COUNTY AIRPORTS**  
**STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

**BMP #1 – GOOD HOUSEKEEPING**

- A. All areas where stormwater may contact pollutants must be kept clean.
- B. Minimize or prevent material tracking. (Spills cleaned as they occur)
- C. Minimize dust generated
- D. Control vehicle/aircraft washing. (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
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- D. Training. (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

**BMP #5 – EROSION AND SEDIMENT CONTROL**

- A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

1 Dan Obradorich owner/operator of THERMAL AVIATION  
(PLEASE PRINT NAME)

being an industrial activity doing business on Jacqueline Cochran Regional Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed  owner/operator

Date: 4/9/21



**TRM CA HOLDINGS, LLC – NORTH AND SOUTH (dba ROSS AVIATION)**  
**JACQUELINE COCHRAN REGIONAL AIRPORT**  
**BEST MANAGEMENT PRACTICES (BMPs)**  
**UNDER RIVERSIDE COUNTY AIRPORTS**  
**STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

**BMP #1 – GOOD HOUSEKEEPING**

- A. All areas where stormwater may contact pollutants must be kept clean.**
- B. Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. Minimize dust generated**
- D. Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
- E. Cover stored industrial materials to prevent contact with stormwater.**
- F. Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

**BMP #2 – PREVENTATIVE MAINTENANCE**

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- D. Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
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**BMP #5 – EROSION AND SEDIMENT CONTROL**

- A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I Timothy R. Goulet owner/operator of TRM CA HOLDINGS, LLC – NORTH  
(PLEASE PRINT NAME)

**AND SOUTH**, being an industrial activity doing business on Jacqueline Cochran Regional Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed Timothy R. Goulet owner/operator

Date: 4/7/21

APPENDIX D  
FORMS



# Airport California Monitoring Group MVO – Monthly Visual Observation Form

**THIS FORM SHOULD BE FILLED OUT ONCE PER MONTH**

Complete during daylight operating hours on days without precipitation.

Month (circle one): July Aug. Sept. Oct. Nov. Dec. Jan. Feb. Mar. Apr. May June

Airport Name: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Preceding Weather (past 48 hours): \_\_\_\_\_

Current Weather Conditions: \_\_\_\_\_

**You must inspect each drainage area. Observe the outdoor industrial equipment and storage areas, outdoor industrial activity areas, BMPs, and other sources of industrial pollutants.**

Were any BMP deficiencies noted during the review? No Yes [If yes, complete section below]			
Area	Deficiency	Corrective Action	ID any BMP SWPPP revisions*

\*SWPPP revisions only required when Airport BMPs are changed.

**You must inspect each outfall for the presence or indication of prior, current, or potential Non-Stormwater Discharges (NSWDs). Do NSWDs or evidence of NSWDs exist? No Yes [If yes, complete section below]**

Outfall	Was it an: Authorized NSWD? Yes No If "yes," is ANSWD listed in SWPPP? Yes No If "no," eliminate unauthorized NSWD	Source of NSWD:	Discharge Water Quality Clear Sheen Other (Describe)  Corrective Action*

\* Authorized NSWDs require BMPs, see Permit Section IV.B.3 – Unauthorized NSWDs must be eliminated

Outfall	Was it an: Authorized NSWD? Yes No If "yes," is NSWD listed in SWPPP? Yes No If "no," eliminate unauthorized NSWD	Source of NSWD:	Discharge Water Quality Clear Sheen Other (Describe)  Corrective Action*

\* Authorized NSWDs require BMPs, see Permit Section IV.B.3 – Unauthorized NSWDs must be eliminated

## Airport California Monitoring Group

### SEVO – SAMPLING EVENT VISUAL OBSERVATION

Airport: \_\_\_\_\_  
 Inspector's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS:** A sample of stormwater discharge will be collected for visual observation and laboratory analysis a minimum of once each reporting period (July 1 – December 31 and January 1 – June 30) by an individual who has documented training in stormwater sampling and monitoring. Stormwater samples will be collected from all of the discharge locations shown on the Facility Site Map.

Complete one Sampling Event Visual Observation Record for each discharge location where sample collection takes place.

#### I. STORM EVENT INFORMATION:

Sampling Discharge Location #: _____ (e.g., Refer to Facility Site Map)  Date Samples Were Collected: _____  Time Samples Were Collected: _____  pH: _____ (record test strip result within 15 minutes of collection)	<p><b>The permit requires that samples are collected from a Qualifying Storm Event (QSE):</b></p> <p><b>Confirm the following criteria for a qualifying storm event are met:</b></p> <p>Discharge occurred from at least one drainage area? Yes No</p> <p>Preceded by 48 hours with no discharge from any drainage area? Yes No</p> <p>Samples were collected within four (4) hours of:</p> <p style="margin-left: 40px;">a. the start of discharge; or</p> <p style="margin-left: 40px;">b. the start of operations (if the event occurs within the previous 12-hour period) Yes No</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

#### II. VISUAL STORMWATER OBSERVATIONS: In adequate light, perform a visual observation of the stormwater sample.

	Is the stormwater free from visible evidence of pollutants:			Description of Visible Pollutant: If you answered "No" describe below the visual evidence of storm water pollution (e.g., <i>Turbidity</i> : Sand/sediment particles present, muddy, cloudy; <i>Color</i> : milky, clear-green; <i>Odor</i> : rotten egg smell, petroleum smell; <i>Floating Solids</i> : Trash, grass clippings, leaves).	Potential Pollutant Source Description: If you noted <i>significant</i> evidence of pollutants then determine the probable pollutant sources (including run-on of pollutants from neighbors) and record a description of the potential sources below.
	No		Yes		
	Significant	Minor			
Floating / suspended materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Oil Sheen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Color	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Turbidity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Odor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Trash and debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## ACMG ANNUAL EVALUATION FORM 2019-2020

AIRPORT NAME:

Jaqueline Cochran  
Regional Airport

INSPECTOR NAME:

Edgar Ocampo

TIME:

8:00 am ☒ AM ☐ PM DATE: 06/15/2020

## SECTION I. MONITORING RECORD REVIEW

## 1. Monthly Visual Observations (MVOs):

- a. Were 12 Monthly Visual Observations completed? ☒ Yes ☐ No If no, explain:
- b. Are MVO inspection forms on-site, available for review and properly/fully completed? ☒ Yes ☐ No If no, explain:
- c. Identify any necessary corrective actions for "No" responses above:

## 2. Sampling Event and Visual Observations (SEVOs):

- a. Were samples collected from designated sampling locations for at least 2 qualifying storm events? ☐ Yes ☒ No  
If no pick from the following: (i) the airport submitted a Sampling Frequency Reduction Certification via SMARTS so that it could sample only once annually ☐ Yes; Or (ii) 2 samples were not collected because: (explain) Airport was monitored for discharge during rain events; however no discharge offsite occurred therefore no sample collected. Airport was monitored during rain events from July 2019 - June 2020
- b. Were sampling event visual observations conducted when samples were collected? ☐ Yes ☒ No. If no, explain:
- c. Are the sampling and analysis records (COC and data tables) maintained on site? ☐ Yes ☒ No. If no, explain:
- d. Are SEVO inspection forms on-site, available for review and properly/fully completed? ☐ Yes ☒ No If no, explain:
- e. Identify any corrective action for "No" responses. [Note that explanations for a. and/or b. above might be that no qualifying storm events occurred. If that is the case, no corrective action is needed for lack of qualifying storm events.]:

3. Has the airport SWPPP been revised between July 1, 2019 and June 30, 2020? ☒ Yes ☐ No.

- a. If "yes," list the page numbers/sections that were updated:  
Section 3.2, Section 4.0, Section 4.1, Section 4.2, Section 5.1, Section 5.6, Section 5.7, Section 6.0, Appendix A.
- b. Was the revised SWPPP uploaded to SMARTS? ☒ Yes ☐ No.
- c. If the answer to b. is "no," will the revised SWPPP be uploaded to SMARTS in the next 10 business days? ☐ Yes ☐ No. If no, explain:

4. If the airport does not collect samples at the actual outfall location and samples are collected "upstream" or any other location within the drainage area, does the SWPPP contain the required explanation for Alternative Discharge Locations in Section 3.2? ☒ Yes ☐ No ☐ N/A. If no, when will an updated SWPPP will be uploaded to SMARTS with a revised Section 3.2 (date):5. If the airport does not collect samples at all of the airport's industrial outfalls and the airport is sampling at a reduced number of locations, does the SWPPP contain the required explanation for the Representative Sampling Reduction in Section 3.2? ☐ Yes ☐ No ☒ N/A. If no, when will an updated SWPPP will be uploaded to SMARTS with a revised Section 3.2 (date):

FORM - D3



**ACMG ANNUAL EVALUATION FORM 2019-2020**

## SECTION II. INDUSTRIAL ACTIVITY AREA INSPECTION AND BEST MANAGEMENT PRACTICES EVALUATION

[NOTE: The CA IGP contains the following requirement in the Annual Evaluation section: *An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the stormwater conveyance system.* In developing the ACMG Model SWPPP and Guidance, Group Leaders have worked with ACMG members regarding identifying "potential" pollutants that could enter stormwater and have required BMPs for any pollutants expected in stormwater. THEREFORE, if nothing has changed at the airport regarding potential pollutants (i.e., a new outside materials storage area for example), then the key evaluation in this Section is looking for any evidence that pollutants actually entered the stormwater system.)

List Potential Pollutant Source / Industrial Activity Area:		YES	NO	NA	Findings and Corrective Action.
<b>Ross Aviation North</b> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Inspect Area BMPs</b> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
"No" answers must list BMP revisions / corrective action required					
<b>Ross Aviation South</b> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Inspect Area BMPs</b> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
"No" answers must list BMP revisions / corrective action required					
<b>Desert Jet</b> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Inspect Area BMPs</b> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
"No" answers must list BMP revisions / corrective action required					

## ACMG ANNUAL EVALUATION FORM 2019-2020

## SECTION II. INDUSTRIAL ACTIVITY AREA INSPECTION AND BEST MANAGEMENT PRACTICES EVALUATION

[NOTE: The CA IGP contains the following requirement in the Annual Evaluation section: *An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the stormwater conveyance system.* In developing the ACMG Model SWPPP and Guidance, Group Leaders have worked with ACMG members regarding identifying "potential" pollutants that could enter stormwater and have required BMPs for any pollutants expected in stormwater. THEREFORE, if nothing has changed at the airport regarding potential pollutants (i.e., a new outside materials storage area for example), then the key evaluation in this Section is looking for any evidence that pollutants actually entered the stormwater system.]

List Potential Pollutant Source / Industrial Activity Area:				YES	NO	NA	Findings and Corrective Action.
<b>Thermal Aviation</b> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul>				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Inspect Area BMPs</b> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
"No" answers must list BMP revisions / corrective action required							
List Potential Pollutant Source / Industrial Activity Area:				YES	NO	NA	Findings and Corrective Action.
<b>Used oil collection</b> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul>				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Spill kit missing items.
<b>Inspect Area BMPs</b> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Operator has ordered missing items.
"No" answers must list BMP revisions / corrective action required							
List Potential Pollutant Source / Industrial Activity Area:				YES	NO	NA	Findings and Corrective Action.
<ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Inspect Area BMPs</b> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
"No" answers must list BMP revisions / corrective action required							

# ACMG ANNUAL EVALUATION FORM 2019-2020

## SECTION III. VERIFICATION

1. Inspect non-industrial areas of the airport to verify that the condition of no exposure in those areas has been maintained. Based on that inspection, have all areas of no exposure at the airport remained free from industrial activity? ☒ Yes ☐ No

2. List any exceptions observed or areas of industrial activity that are not included in the SWPPP:

*No exposure in non-industrial areas,*

3. Based on the site inspection results, are SWPPP revisions or additional BMPs necessary? ☐ Yes ☒ No

If "Yes" briefly list SWPPP BMP changes required and BMP implementation schedule below. (Revisions to the SWPPP must be implemented within 90 days and revised SWPPP uploaded to SMARTS.)

4. Did state or local response mandates associated with the COVID-19 pandemic impact the Airport's compliance program in any way? ☐ Yes ☒ No

If yes, did you notify the Regional Board regarding any compliance requirement or missed deadline? ☐ Yes ☐ No

If yes, please provide all documentation and explanation regarding missed compliance mandates.

If no, please provide explanation for not notifying your Regional Board.

[Maintain completed copy of this form in the Airport's SWPPP records]

Exhibit D  
Ordinance No. 576 Regulating County Airports  
(Attached)

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**Exhibit D**  
**Regulations for County Airport Ordinance 576**

Jacqueline Cochran Regional Airport  
Hangar Lease Agreement

***Following this page***

Exhibit D  
Regulations for County Airport Ordinance 576

**COUNTY ORDINANCE No. 576**

**AND**

**RULES AND REGULATIONS**

**FOR**

**OPERATION OF COUNTY AIRPORTS**

A cordial welcome to all users of the airports owned/operated by the County of Riverside.

The Riverside County Airports Department is engaged in the promotion and accommodation of air commerce and business as well as recreational flying. County Ordinance No. 576, and the Rules and Regulations thereby implemented, are intended to assure orderly and safe operations at the County's airports. The rights, privileges and obligations of the airports' users are listed for the protection of all persons.

ORDINANCE NO. 576

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

REGULATING COUNTY AIRPORTS

The Board of Supervisors of the County of Riverside, State of California, do ordain as follows:

ARTICLE I  
GENERAL PURPOSE

Section 101. The purpose of this ordinance is to provide minimum standards to safeguard life, limb, property and public welfare by regulating and controlling the various activities on airports, heliports or STOLports owned or operated, or both by the County of Riverside.

ARTICLE II  
GENERAL PURPOSE

Section 201. Whenever in this ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section.

- a) "Airport" is any airport, heliport or STOLport owned or operated, or both owned and operated, by the County.
- b) "County" is the County of Riverside.
- c) "Director" is the Airports Director of the County, or his designated representative.
- d) "Person" is any individual, firm, partnership, joint venture, corporation, association, joint stock association, political party, club, organization or trust, and includes any trustee, assignee, or similar representative thereof.

ARTICLE III  
GENERAL PROVISIONS

Section 301. The provisions of this ordinance and the regulations prescribed pursuant to this ordinance are imposed by County as conditions for the privilege of entering upon or using any airport.

Section 302. The Director shall have the authority and the duty to prescribe reasonable regulations relating to the use of any airport by the public. Any such regulations shall first be submitted to the Riverside County Airport Commission for its recommendations, and thereafter, such regulations shall be submitted to the Board of Supervisors for approval before taking effect. All regulations so prescribed and approved shall be filed in the office of the Director, made available for public inspection and publicly posted at each airport.

Section 303. In the event the Director determines that the provisions of any regulation prescribed pursuant to this ordinance would, if enforced, cause unnecessary hardship or practical difficulties inconsistent with economic feasibility, or would do manifest injustice, or impose a burden upon any person disproportionate to any benefit to the general

public or the an airport, he may grant for a period not to exceed 60 days, an exception or variance to such provision or regulation, but only to the extent that such exception or variation does not violate any other ordinance, or any State or Federal Statute or regulation.

Section 304. The provisions of this ordinance and the regulations prescribed pursuant to this ordinance are a supplement to any other local laws or ordinances, including State and Federal statutes and regulations, that may be in effect and in no manner will these provisions and regulations be construed to reduce or limit the authority of said ordinances, statutes and regulations.

#### ARTICLE IV SEVERABILITY

Section 401. If any section, subsection, paragraph, sentence, clause or phrase contained in this ordinance, or in any regulation prescribed pursuant thereto, is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or of any regulation prescribed pursuant thereto, it being expressly declared that this ordinance and the regulations prescribed pursuant thereto and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

#### ARTICLE V PENALTY FOR VIOLATION

Section 501. Any person violating any of the provisions of this ordinance and the regulations prescribed pursuant to this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$500.00 or by imprisonment in the County jail for a period not exceeding six months or by both such fine and imprisonment. A separate offense shall be deemed to have been committed for each day that such violation continues.

#### ARTICLE VI EFFECTIVE DATE

Section 601. This ordinance shall take effect 30 days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVEERSIDE, STATE OF CALIFORNIA

By: Walt Abraham, Chairman, Board of Supervisors.

Dated: February 27, 1979

## REGULATIONS FOR COUNTY AIRPORTS

The following regulations are prescribed for County Airports pursuant to Section 302 of County Ordinance No. 576:

SECTION A. DEFINITIONS. Whenever the following terms are used in these regulations, they shall have the meanings respectively ascribed to them in this section.

- 1) "Aircraft" is any manned contrivance used or designed for navigation of, or flight in, the air.
- 2) "Air Operations Area" includes the runways and taxiways of an airport and all aircraft surface maneuvering areas.
- 3) "Airport" is any airport, heliport or STOLport owned or operated, or both owned and operated, by the County.
- 4) "Board" is the Board of Supervisors of the County of Riverside.
- 5) "County" is the County of Riverside.
- 6) "Director" is the Airports Director of the County, or his designated representative.
- 7) "Person" is any individual, firm, partnership, joint venture, corporation, association, joint stock association, political party, club, organization or trust, and includes any trustee, assignee or similar representative thereof.
- 8) "Vehicle" is any device in, upon or by which any person or property may be propelled, moved or drawn upon a highway or the surface areas of an airport.

## SECTION B. GENERAL AIRPORT REGULATIONS.

- 1) Each airport shall be open for public use at such hours, and subject to such restrictions as are necessary in the interest of safety, as may be determined by the Director.
- 2) Any permission granted by the County or Director, either directly or indirectly, expressly or by implication, to any person to enter upon or use an airport, or a portion thereof, is conditioned upon compliance with the provisions herein, entry upon, or use of, and airport, or a portion thereof, shall constitute an agreement by any person to comply with such regulations.
- 3) Every person exercising the privilege of entering upon or using an airport does so at his own risk without liability to the County, its agents and employees for any loss, damage, or injury to person or property resulting therefrom.
- 4) Any person desiring to use an airport, or any portion thereof, for any revenue producing activity shall file an application for an appropriate permit, license, or agreement with, and on forms prescribed by, the

Director and shall pay the fees, rates or charges as established by resolution of the Board. Because of the nature of a particular activity, there may be additional or special requirements for a permit, license or agreement, such as insurance, equipment, inspections, approved performance bonds, or whatever may be required for the protection of the public and the County.

- 5) No person shall solicit at any airport in any manner or for any purpose, not otherwise protected or exempt under applicable federal, state or local law, without first obtaining permission in writing from the Director. Such soliciting shall be carried out in the manner and at such locations and times as prescribed by the Director.
- 6) No person shall perform a parachute jump except under emergency conditions or operate an airship, a balloon, hang glider, a model aircraft or similar contrivance upon any airport without first obtaining permission in writing from the Director.
- 7) No person shall post, distribute or display any signs, posters, advertisements, circulars, printed or written matter of any type at any airport without first obtaining permission in writing, from the Director. The provision of this Subsection 7 shall not apply to any person who posts, distributes or circulates such printed matter within the interior spaces of a building which are being leased by such person or to any person who distributes displays or circulates printed or written matter otherwise protected or exempt under applicable federal, state or local law.
- 8) No person shall enter any restricted area at any airport posted as limited to "Authorized Persons Only," "Closed" or similar working without authorization from the Director or by County's lessee of such area.
- 9) No person shall willfully abandon any personal property on any airport.
- 10) No person shall hunt, pursue, trap, catch, injure or kill any bird or animal, conduct target practice or discharge firearms on any airport without authorization from the Director.
- 11) No person shall place or deposit, or leave to be placed or deposited, any garbage, refuse, papers or other materials at any airport except in receptacles provided for that purpose.

#### SECTION C. AIRCRAFT OPERATIONS AND FACILITIES REGULATIONS

- 1) No person shall navigate any aircraft to, on, from or over any airport nor service, repair or maintain any aircraft on any airport, except in conformity with the rules and regulations prescribed by the Federal Aviation Administration of the United States of America and the Department of Transportation of the State of California and the regulations prescribed herein, presently in effect or hereinafter promulgated or prescribed.
- 2) Aircraft shall be operated on the ground or in flight in a manner that will create the least amount of noise commensurate with safe operation.
- 3) No person shall operate at any airport an aircraft that is not equipped with effectively functioning wheel brakes.
- 4) No person shall operate at any airport an aircraft equipped with a tail skid in place of a tail wheel.



- 5) Taxing aircraft shall yield the right-of-way to emergency vehicles.
- 6) Aircraft shall be taxied at a safe and reasonable speed commensurate with existing conditions and with due regard for other persons and property.
- 7) Aircraft shall not be taxied into or out of any repair or storage hangar. Aircraft engines shall not be operated within any hangars.
- 8) Formation take-offs and landings are prohibited.
- 9) No person shall perform any aircraft aerobatics over any airport or within established aircraft traffic patterns.
- 10) All aircraft shall be operated in such a manner as to conform to established traffic patterns.
- 11) No engine in an aircraft shall be started or operated unless a competent person is at the aircraft controls and the aircraft is adequately restrained in place. Aircraft engines shall not be operated in such a manner as to endanger life or property.
- 12) In the event of an emergency, performance of repairs or maintenance to an airport, or any portion thereof, or any other matter incidental to the proper operation of an airport, the Director may direct that an aircraft be moved from such airport or moved to another location at such airport. The owner or operator of an aircraft shall promptly remove or move such aircraft if so directed by the Director, and in the event such aircraft is not removed or moved, the Director may take whatever action is necessary to remove or move the aircraft, at the expense of the owner or operator, and without liability to the County, its officers, employees or agents, for any and all damages which may result there from.
- 13) In the event of an accident, the owner or operator shall be responsible for the prompt removal of damaged or disabled aircraft, or parts thereof, unless required or directed to delay such action pending an investigation. In the event it becomes necessary, the Director may take whatever action is necessary to move such damaged or disabled aircraft, or parts thereof, at the expense of the owner or operator, and without liability to the County, its officers, employees or agents, for any and all damages which may result therefrom.
- 14) No aircraft shall be left unattended unless it is properly secured in place.
- 15) No person shall base an aircraft at any airport unless such aircraft has been registered with the Director or the fixed based operator leasing an area within an airport where such aircraft is to be based.
- 16) Aircraft based at any airport shall be parked only in an aircraft parking area or hangar so designed for that purpose.
- 17) Transient aircraft shall be parked only in a transient parking area so designated for that purpose.
- 18) No ladders, cans, boxes, or other materials of any nature shall be left in any areas adjacent to or on the exterior of, any storage areas for aircraft without prior approval of the Director.

#### SECTION D. VEHICLE REGULATIONS

- 1) Vehicles shall be operated at an airport in strict compliance with the motor vehicles laws of the State of California and local jurisdictions and

the regulations prescribed herein, presently in effect or hereinafter promulgated or prescribed.

- 2) No person shall operate a vehicle within the air operations area at any airport without authorization from the Director except governmental officers and employees in the performance of their duties.
- 3) Any person authorized to operate a vehicle within the air operation area shall display a ramp flag on the outside of said vehicle in accordance with the rules and regulations prescribed by the Federal Aviation Administration of the United States, or said vehicle shall be equipped with an amber or red rotating beacon on the outside thereof.
- 4) Any person authorized to operate a vehicle within the air operations area shall exercise extreme caution at all times so as to keep clear of aircraft and shall yield the right-of-way to aircraft.
- 5) Vehicles shall be operated on established streets and roadways in strict compliance with the speed limits posted on traffic signs and, in any event, not in excess of 25 miles per hour and in a safe and reasonable manner.
- 6) Vehicles shall not be parked on an airport other than in the manner and at the locations so designated for such parking.

#### SECTION E. FIRE PREVENTION REGULATIONS

- 1) No aircraft shall be fueled or drained while the engine or electrical equipment is operating or while an aircraft, or any portion thereof, is within a hangar or other enclosed space.
- 2) During all fueling operation, the aircraft and fuel dispensing equipment shall be grounded in such a manner so as to eliminate static electrical hazards.
- 3) Any person engaged in fueling operations shall exercise due care to prevent the overflow of fuel.
- 4) Smoking, open flames, flame producing devices or other sources of ignition shall not be permitted within 50 feet of any fueling operation or of any fuel storage area or fuel vehicle.
- 5) No aircraft shall be started while there is fuel on the ground, under or otherwise within close proximity of such aircraft.
- 6) Hangar floors shall be kept clean and free of oil, and no volatile or flammable substance shall be used for cleaning purposes in hangars or other enclosed spaces.
- 7) Degreasing of aircraft or aircraft engines shall be performed only in the areas so designated for such purpose.
- 8) No boxes, crates, paper or other rubbish or litter of any kind shall be permitted to accumulate at any airport, and any cans, bottles or other container containing oil, paint, dope, varnish or similar flammable substances shall be removed from hangars or other enclosed spaces immediately upon being emptied of any such substances.
- 9) No substance of any nature shall be stored in such a manner so as to constitute a fire hazard or to prevent access to hangars or other enclosed spaces by fire fighting personnel or equipment.
- 10) Any person leasing space at an airport who uses or causes to be used flammable substances within such space shall (a) provide suitable

metal or metal-lined receptacles with tight fitting covers for the collection and storage of oily waste rags and other flammable rubbish and, (b) provide and maintain in proper working order adequate and readily accessible fire extinguishers.

The foregoing Regulations for County Airports are hereby approved.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: Walt Abraham, Chairman, Board of Supervisors

Dates: June 12, 1979

**FIRST AMENDMENT TO REGULATIONS  
FOR COUNTY AIRPORTS**

The Regulations for County Airports heretofore approved by the Board of Supervisors on July 12, 1979, are hereby amended by adding subsection (12) to Section B thereof to read:

(12) Any person subject to aircraft landing fees or instrument landing system fees, or both such fees, as established by resolution of the Board for any airport, shall pay such fees promptly, such fees shall be publicly posted at each airport where such fees are applicable.

The foregoing First Amendment to Regulations for County Airports is hereby approved.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: A. A. McCandless, Chairman, Board of Supervisors

Dated: April 14, 1981

Exhibit E  
Sublease Status Report

(Attached)

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**Exhibit E**  
**Sublease Status Report**

Jacqueline Cochran Regional Airport  
Hangar Lease Agreement

***Following this page***

Exhibit E  
Sublease Status Report

# EXHIBIT E

## AIRCRAFT AND SUBLEASE STATUS REPORT

Date:

Sublessee	Sublease Start Date	Sublease End Date	Land Area Subleased	Hangar Square Footage	Hangar #	N Number	Owner	Aircraft Type	Status (Based)

I certify that I have in my possession current certificates of insurance for each aircraft, sublessee and contractor required under Sections 7(l), 22, 23 and 26 of this Lease and that copies of these certificates have been sent to County. These certificates may be inspected by County upon 48 hours written notice by County.

By: \_\_\_\_\_  
 Lessee's Designated Representative

Date: \_\_\_\_\_



County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

FOR COUNTY CLERK USE ONLY	
Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.	
<u>6/21/22</u> Date	<u>zm</u> Initial

## NOTICE OF EXEMPTION

May 5, 2022

**Project Name:** County of Riverside, Approval of Hangar Lease Agreement with Larry Strasbaugh, Jacqueline Cochran Regional Airport, Thermal

**Project Number:** FM05191011913

**Project Location:** 56870 Warhawk Way, south of Avenger Boulevard, Assessor's Parcel Number (APN) 759-060-017, Thermal, Riverside County, California, 92274

**Description of Project:** The County of Riverside (County) owns an aircraft storage hangar, consisting of approximately 10,000 square feet located at the Jacqueline Cochran Regional Airport in the unincorporated area of Thermal, California. The County-owned Hangar has been occupied by the proposed tenant since 2015 and is currently under a month-to-month tenancy.

The County Transportation and Land Management Agency, Aviation Division (Aviation) negotiated a three-year lease agreement for the County-owned Hangar with Larry Strasbaugh. Larry Strasbaugh provides commercial aircraft storage to the general-public. The approval of the Lease Agreement for the County-owned Hangar is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Aviation

JUN 14 2022 3.21

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to administrative and operation related provisions within the Lease Agreement which would not result in any physical direct or reasonably foreseeable indirect impacts to the environment. and no significant environmental impacts are anticipated to occur.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is the approval of a three-year Lease Agreement with the existing tenant at the existing County-owned Hangar. The approval of the Lease Agreement would result in the continued storage of public aircraft at the Hangar and no physical changes would result. The approval of these agreement will have the same purpose and substantially similar capacity, would be within the existing hangar footprint, would be consistent with the existing land use, and would not result in an increase in capacity. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The approval of the Lease Agreement for a three-year term is an administrative function and would result in the continued operation public storage at the airport on the leased premises. No significant direct or indirect environmental impacts would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_



Mike Sullivan, Senior Environmental Planner  
County of Riverside

Date: 5-5-2022

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Approval of Hangar Lease Agreement with Larry Strasbaugh at Cochran  
Regional Airport**

**Accounting String: 525440-40710-1910700000- FM05191011913**

DATE: May 5, 2022

AGENCY: Riverside County

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND  
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: **Mike Sullivan, Senior Environmental Planner, Facilities Management**

Signature: 

PRESENTED BY: **Jazmine Casillas, Real Property Agent, TLMA Aviation**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

Date: May 5, 2022

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Facilities Management

Subject: **County of Riverside Facilities Management Project # FM05191011913**  
Approval of Hangar Lease with Larry Strasbaugh at Cochran Regional Airport

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #2600**

**Attention: Mike Sullivan, Senior Environmental Planner,**  
**Facilities Management,**

**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file



Site Map  
(Larry Strasbaugh Lease)





**Peter Aldana**  
**Riverside County**  
**Assessor-County Clerk-Recorder**  
2724 Gateway Drive  
Riverside, CA 92507  
(951) 486-7000  
[www.rivcoacr.org](http://www.rivcoacr.org)

**Receipt: 22-236579**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202200577
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
	F&G Notice of Exemption Fee	\$50.00
<b>Total</b>		<b>\$50.00</b>
<b>Tender (On Account)</b>		<b>\$50.00</b>
Account#	ECDEV	
Account Name	ECDEV - ECONOMIC DEVELOPMENT-FACILITIES MGMT	
Balance	\$18,218.50	



State of California - Department of Fish and Wildlife  
**2022 ENVIRONMENTAL DOCUMENT FILING FEE  
CASH RECEIPT**  
DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER:

22-236579

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY

RIVERSIDE COUNTY FACILITIES MANAGEMENT

LEAD AGENCY EMAIL

DATE

06/22/2022

COUNTY/STATE AGENCY OF FILING

RIVERSIDE

DOCUMENT NUMBER

E-202200577

PROJECT TITLE

COUNTY OF RIVERSIDE, APPROVAL OF HANGAR LEASE AGREEMENT WITH LARRY STRASBAUGH, JACQUELINE COCHRAN REGIONAL AIRPORT, THERMAL

PROJECT APPLICANT NAME

RIVERSIDE COUNTY FACILITIES MANAGEMENT

PROJECT APPLICANT EMAIL

PHONE NUMBER

(951) 955-8009

PROJECT APPLICANT ADDRESS

3450 14TH STREET 2ND FLOOR,

CITY

RIVERSIDE

STATE

CA

ZIP CODE

925013862

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency

☐ School District

☐ Other Special District

☐ State Agency

☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)

\$3,539.25

\$

☐ Mitigated/Negative Declaration (MND)(ND)

\$2,548.00

\$

☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW

\$1,203.25

\$

☒ Exempt from fee

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)

\$850.00

\$

☒ County documentary handling fee

\$

\$50.00

☐ Other

\$

PAYMENT METHOD:

☐ Cash

☐ Credit

☐ Check

☒ Other

TOTAL RECEIVED

\$

\$50.00

SIGNATURE

X


*C. Sandral*

AGENCY OF FILING PRINTED NAME AND TITLE

Deputy



County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

FOR COUNTY CLERK USE ONLY		
<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202200577		
06/22/2022 12:32 PM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

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Signed: \_\_\_\_\_



Mike Sullivan, Senior Environmental Planner  
County of Riverside

Date: 5-5-2022