

Agenda Item



AGENDA STAFF REPORT

ASR Control 25-000086

MEETING DATE: 03/11/25

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 5

SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)

DEPARTMENT CONTACT PERSON(S): Charlene V. Reynolds (949) 252-5183
Evanna Barbic (949) 252-5232

SUBJECT: Approve Commuter Airline Operating License with Delux Public Charter, LLC

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

of Positions:

Sole Source: No

Current Fiscal Year Revenue: See Financial Impact Section

Funding Source: N/A

County Audit in last 3 years: No

Levine Act Review Completed: Yes

Prior Board Action: 7/23/2024 #7, 6/5/2018 #S29A

RECOMMENDED ACTION(S):

1. Approve and execute the Commuter Airline Operating License with Delux Public Charter, LLC dba JSX Air, for a one-year term effective March 25, 2025, through March 24, 2026, and authorize the Airport Director to extend the term of this License for a one-year period.
2. Authorize the Airport Director or designee to make minor modifications and amendments to the Commuter Airline Operating License with Delux Public Charter, LLC dba JSX Air that do not materially alter the terms or financial obligations to the County and perform all activities under the terms of the license.

SUMMARY:

Approval of the Commuter Airline Operating License with Delux Public Charter, LLC dba JSX Air will enable the company to provide regularly scheduled air service from Jay's Air Center, LLC's leasehold at the Southwest Limited-Service Fixed Base Operator.

BACKGROUND INFORMATION:

On June 5, 2018, the Board of Supervisors (Board) approved Delux Public Charter, LLC dba JetSuiteX Air (Delux), a Commuter Airline Operating License (License), enabling the first regularly scheduled commercial operation at a location other than the Thomas F. Riley Terminal at John Wayne Airport (JWA). Since that time, Delux has been operating from ACI Jet's Fixed-Base Operator (FBO) leasehold.

On July 23, 2024, the Board authorized the Airport Director to allocate 95,070 passengers to Delux for operations out ACI Jet's FBO leasehold, for the 2025 plan year.

Delux Public Charter, LLC, now operating as JSX Air (JSX Air), proposes to temporarily relocate its operations from ACI Jet to Jay's Air Center, LLC (Jay's) Southwest Limited-Service FBO leasehold. The License is needed to facilitate the temporary relocation. This request is in accordance with Section 8.1.7 of the Phase 2 Commercial Airline Access Plan and Regulations.

JWA is seeking approval from the Board for a License with JSX Air. The proposed License would have a one-year term, beginning March 25, 2025, and ending March 24, 2026, with an option for a one-year extension, at the Airport Director's discretion, from March 25, 2026, to March 24, 2027.

To assess the impact of this relocation, JSX Air has completed traffic and parking studies, while JWA has also conducted its own study to validate the findings. These analyses were designed to evaluate and address potential changes in traffic and parking conditions resulting from the proposed move of JSX Air's operations to Jay's leasehold. The studies show no short-term or long-term impacts.

The License is being presented for Board approval less than 30 days before the effective date due to their sublease with ACI Jet terminating on March 31, 2025.

Compliance with CEQA: This project is a necessarily included element of the project considered in Final Environmental Impact Report (EIR) No. 617 - John Wayne Airport Settlement Agreement Amendment Project and Final EIR No. 627 - John Wayne Airport General Aviation Improvement Program, certified by the Board of Supervisors on September 30, 2014, and June 25, 2019, respectively, which adequately addressed the effects of the proposed project. No substantial changes have been made in the project, no substantial changes have occurred in the circumstances under which the project is being undertaken, and no new information of substantial importance to the project which was not known or could not have been known when Final EIR No. 617 and Final EIR No. 627 were certified and the Mitigation Monitoring and Reporting Programs were adopted; has become known; therefore no further environmental review is required.

FINANCIAL IMPACT:

Revenues for the Commuter Airline Operating License are included in Fund 280, Airport Operating Fund, FY 2024-25 Budget, and will be included in the budgeting process for future years.

In accordance with JSX Air's capacity allocation, the estimated annual revenues range between \$500,000 to \$600,000.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Commuter Airline Operating License with Delux Public Charter, LLC dba JSX Air

Attachment B – Map of Jay's FBO

Attachment C – Section 8.1.7 of the Phase 2 Commercial Airline Access Plan and Regulation

**JOHN WAYNE AIRPORT
ORANGE COUNTY**



COMMUTER AIRLINE OPERATING LICENSE

Dated _____

Between

County of Orange

and

Delux Public Charter, LLC dba JSX Air



**JOHN WAYNE AIRPORT
COMMUTER AIRLINE OPERATING LICENSE**

Attachment A
**JOHN WAYNE
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LIST OF EXHIBITS

- EXHIBIT A Jay's Leasehold
- EXHIBIT B Traffic Impact Analysis ("TIA") Report
- EXHIBIT C Aircraft Ramp Use Agreement Jay's Air Center, LLC between JSX Air and Jay's Air Center, LLC ("Ramp Agreement")



**JOHN WAYNE AIRPORT
COMMUTER AIRLINE OPERATING LICENSE**

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**JOHN WAYNE
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ORANGE COUNTY**

THIS COMMUTER AIRLINE OPERATING LICENSE ("LICENSE") is made and entered into this ____ day of _____, 2025 by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("COUNTY"), and DELUX PUBLIC CHARTER, LLC DBA JSX Air ("LICENSEE").

RECITALS

WHEREAS, the COUNTY, through its Board of Supervisors, is the owner and proprietor of John Wayne Airport ("JWA" or "the Airport"), located in the County of Orange, State of California, and operates and maintains the Airport as a governmental function for the primary purpose of providing air transportation to the public; and

WHEREAS, the LICENSEE is an airline engaged in the business of commuter air transportation of persons, property, cargo and mail as a scheduled air carrier and is certificated or otherwise authorized by the United States of America to engage in such business; and

WHEREAS, the LICENSEE desires to enter into a LICENSE addressing certain premises, facilities, rights, licenses, services and privileges at the Airport; and

WHEREAS, as part of its ongoing effort to operate the Airport in a manner sensitive to the residents who live under the airport's approach and departure corridors, the COUNTY has developed one of the most stringent access and noise abatement programs in the country. The Airport monitors all aircraft operations, both commercial and private, for compliance with the program. These noise abatement and access restrictions are embodied in the 1985 Settlement Agreement between the COUNTY, City of Newport Beach and other parties as well as in ordinances, resolutions (including Resolutions No. 85-255, 85-256, 85-259, 85-1231, 85-1232, and 85-1233), regulations (including the Phase 2 Commercial Airline Access Plan and Regulation and policies of the COUNTY, as amended; and

WHEREAS, in 2003 and 2014, the 1985 Settlement Agreement was amended by the COUNTY and the parties and approved on February 25, 2005, by the United States District Court to, among other things, increase the number of authorized passenger levels at the Airport; and

WHEREAS, the 2014 amendments to the 1985 Settlement Agreement preserve and continue to implement the important restrictions on the use of JWA, "grandfathered" under the AIRPORT NOISE AND CAPACITY ACT OF 1990 ("ANCA"), which reflect and accommodate historical policy decisions of the Board of Supervisors regarding the appropriate point of balance between the competing interests of the air transportation and aviation community and local residents living in the vicinity of the Airport. These policy decisions address, among other issues, existing nighttime operations restrictions and maximum permitted single event noise levels; and

WHEREAS, the LICENSEE desires to operate as a Regularly Scheduled Commercial User at JWA from the Jay's Air Center, LLC ("Jay's") Southwest Limited-Service Fixed Base Operation, ("Jay's Leasehold") as a Commuter Air Carrier as defined in the Access Plan. A study



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was completed by JWA entitled, "Traffic Impact Analysis (TIA) Report," dated February 13, 2025, attached as ("Exhibit B"); and

WHEREAS, the LICENSEE presently has entered into an Aircraft Ramp Use Agreement with Jay's, dated January 27, 2025 ("Ramp Agreement"), to conduct operations from Jay's Leasehold; and

WHEREAS, the COUNTY and the LICENSEE mutually desire to enter into a LICENSE in order to provide air transportation services to the community and its visitors; and

WHEREAS, the COUNTY has the right to permit and grant the use of its property at the Airport to the LICENSEE for the operation of the LICENSEE's air transportation services; and

WHEREAS, the LICENSEE acknowledges that this LICENSE is being entered into under the provisions of CAL. PUBLIC UTIL. CODE §§21690.5, *et seq.*, and in particular, §21690.9.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained to be observed and performed by the respective parties hereto,

THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I DEFINITIONS

The following words, terms and phrases whenever used in this LICENSE shall have the meaning and significance attached to them in this Article, unless otherwise apparent from context.

SECTION 1.01 ACCESS PLAN

"Access Plan" shall mean the Phase 2 Commercial Airline Access Plan and Regulation for John Wayne Airport, Orange County, as that plan existed when originally adopted and approved by the Orange County Board of Supervisors in 1990, as it has been amended by the Board of Supervisors from time to time, and as it may be amended by the Board of Supervisors at any time during the term of this LICENSE.

SECTION 1.02 AIRLINE RATES AND CHARGES

"Airline Rates and Charges" or "Fees and Charges" shall mean all rates, fees and charges payable to the COUNTY by the LICENSEE as specified herein.

SECTION 1.03 AIRPORT

"Airport" shall mean the John Wayne Airport, Orange County, California.



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SECTION 1.04 AIRPORT DIRECTOR

"Airport Director" shall mean the Director of John Wayne Airport, County of Orange, as appointed by the County Executive Office, or Director's designee.

SECTION 1.05 APRON AREA

"Apron Area" shall mean the land identified as Apron Area except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon.

SECTION 1.06 AUDITOR-CONTROLLER

"Auditor-Controller" shall mean the Auditor-Controller, County of Orange, or designee.

SECTION 1.07 BOARD OF SUPERVISORS

"Board of Supervisors" shall mean the elected (or duly appointed) members of the Board of Supervisors of the County of Orange, as governing body of the County and proprietor of the Airport through its Airport Director, or designees, as appropriate.

SECTION 1.08 CERTIFICATED MAXIMUM LANDING WEIGHT

"Certificated Maximum Landing Weight" shall mean the current maximum allowable gross landing weight of aircraft operated by the LICENSEE and certificated by the Federal Aviation Administration (FAA) for operation at the Airport.

SECTION 1.09 COUNTY

"COUNTY" shall mean the County of Orange, a political subdivision of the State of California.

SECTION 1.10 DOT

"DOT" shall mean the U.S. Department of Transportation.

SECTION 1.11 FAA

"FAA" shall mean the Federal Aviation Administration created under the FEDERAL AVIATION ACT of 1958, or such successor agency as may from time to time have similar jurisdiction over LICENSEE or its business, and the Airport.

SECTION 1.12 GROUND SERVICE EQUIPMENT

"Ground Service Equipment" ("GSE") shall mean any auxiliary power unit, mobile stairs, aircraft support equipment, machinery, spare parts, or other equipment used or stored by any qualified air carrier in support of its operations at JWA.



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SECTION 1.13 HAZARDOUS SUBSTANCES

"Hazardous Substances" are defined in Article VI, Section 5.01.

SECTION 1.14 INTERNATIONAL ARRIVAL FACILITY

"International Arrival Facility" ("IAF") shall mean the areas of the terminal that house U.S. Customs and Border Protection and are for the use of arriving international passengers.

SECTION 1.15 NON-STORMWATER DISCHARGE

"Non-Stormwater Discharge" shall mean any discharge to storm sewer systems that is not entirely composed of stormwater. "Non-Stormwater Discharge" includes "Unauthorized Non-Stormwater Discharges" and "Authorized Non-Stormwater Discharges" as defined by the State Water Resources Control Board's National Pollutant Discharge Elimination System General Permit for Discharges of Stormwater Associated with Industrial Activities Excluding Construction Activities.

SECTION 1.16 OPERATING AREA

"Operating Area" shall mean the areas of the Airport available to LICENSEE for the operation of its scheduled airline service, as depicted in Exhibit A – Jay's Leasehold.

SECTION 1.17 PASSENGER CAPACITY ALLOCATION

"Passenger Capacity," "Passenger Capacity Allocation" and "Commuter Passenger Capacity", as defined in the Access Plan, shall mean an allocation to a Qualified Commuter Carrier of the legal approvals necessary to operate at JWA and to serve a specific maximum number of Commercial Passengers during a specific Plan Year, or a specified portion of a Plan Year.

SECTION 1.18 PFC

"PFC" shall mean federally approved Passenger Facility Charges or passenger facility fees, as authorized by 49 U.S.C. § 40117 and regulated by 14 CFR Part 158, as such statute and regulation currently exist or as they may be amended during the term of this LICENSE.

SECTION 1.19 RON

"RON" shall mean Remain Overnight positions where LICENSEE's aircraft are required to park when they "remain overnight" at the Airport.

SECTION 1.20 STORMWATER

"Stormwater" shall mean stormwater runoff, snowmelt runoff, and stormwater surface runoff and drainage.



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SECTION 1.21 TERMINAL

"Terminal" shall mean the Thomas F. Riley commercial passenger terminal and concourses at John Wayne Airport, as may be modified at any time during the term of this LICENSE.

SECTION 1.22 TSA

"TSA" shall mean the Transportation Security Administration of the U.S. Department of Homeland Security, the federal agency responsible for regulation of airport security, or any such successor agency.

ARTICLE II TERM OF LICENSE

SECTION 2.01 TERM OF LICENSE

The term of this LICENSE shall commence on _____, 2025 and shall continue in effect for twelve (12) months. Airport Director may, at Airport Director's sole discretion, extend the term of this LICENSE for a one (1) year period, by giving LICENSEE sixty (60) days' written notice of the extension. Within 30 days of receipt, LICENSEE shall give written notice of acceptance or rejection of the offer to extend. In no event shall the term of this LICENSE exceed two (2) years. This License is contingent upon the existence of a valid and effective Ramp Agreement between the LICENSEE and Jay's. In the event that the Ramp Agreement is not executed or is terminated for any reason, this LICENSE shall automatically terminate and be of no further force or effect, without the need for any further action or notice by either party of this LICENSE.

SECTION 2.02 TERMINATION FOR CONVENIENCE

This LICENSE may be terminated for convenience by the Airport Director for any reason, and without cause, upon thirty (30) days written notice.

SECTION 2.03 HOLDING OVER

In the event LICENSEE shall continue after the term of this LICENSE with prior Airport Director approval, such operation shall not be considered an extension or renewal of this LICENSE but a tenancy from month to month and shall be governed by the conditions and covenants contained in this LICENSE.

ARTICLE III FEES AND CHARGES

SECTION 3.01 FEES AND CHARGES

The Fees and Charges contained in this LICENSE are established in accordance with (i) Resolution 02-062 dated March 12, 2002 (or as subsequently amended), which reasserts and establishes the John Wayne Airport Revenue Planning Policy, and (ii) the Bond Indenture for the Airport Revenue Bonds, Series 1987, and the First Supplemental, Second Supplemental, Third Supplemental,



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Fourth Supplemental and Fifth supplemental Indenture, Series 1993, 1997, 2003 and 2009.

- A. The LICENSEE shall make payment of the following Fees and Charges which shall be due and payable monthly in arrears on or before the twentieth (20th) day of each month with no grace period. The LICENSEE agrees that the COUNTY will not invoice for such Fees and Charges.
- (1) Landing fees based on the latest schedule established by the COUNTY covering the operation of scheduled airlines and commercial operations at the Airport. Landing fees shall be expressed in terms of a rate per one thousand (1,000) pounds of maximum gross landing weight of aircraft certified by the FAA.
 - (2) Aircraft parking fees based upon the latest schedule established by COUNTY. Aircraft parking fees shall be expressed in dollars per night.
- B. Upon thirty (30) days written notice from the Airport Director, the COUNTY may modify the Fees and Charges described in Paragraph A of this section. Said modification of rates and charges may not occur more often than every six (6) months. Changes may include fee revisions, establishment of new fee classifications or such other changes as needed to respond to the LICENSEE's use of Airport, the need for the COUNTY to receive fair and equitable Fees and Charges for all uses of Airport and to ensure Airport is operated at no cost to the local taxpayer. With regard to any dispute as to what may constitute reasonable fees, and charges, the LICENSEE shall first exhaust all remedies provided by applicable federal law and FAA regulations.

Notwithstanding anything contained in this LICENSE to the contrary, all amounts payable by the LICENSEE to or on behalf of the COUNTY under this LICENSE, whether or not expressly denominated as rent, shall constitute rent for the purposes of the U. S. BANKRUPTCY CODE, 11 U.S.C. §502(b)(6). The LICENSEE shall notify the Airport in writing within thirty (30) days of filing a petition for Bankruptcy.

SECTION 3.02 PAYMENT PROCEDURE

- A. **Place of Payment and Filing.** Payments and statements required by Sections 3.01 and 4.06 in this LICENSE shall be delivered to the County of Orange, Office of the Auditor-Controller, John Wayne Airport Accounting Services, 3160 Airway Avenue, Costa Mesa, California 92626. The designated place of payment, mode of payment and filing may be changed at any time by the COUNTY upon ten (10) days' written notice to LICENSEE. Payments may be remitted by wire transfer, automated clearing house (ACH)/Direct deposit to the airport's designated bank account or made by check payable to the County of Orange. The LICENSEE assumes all risk of loss if payments are made by mail.
- A. **Form of Payment.** All sums due under this LICENSE shall be paid in lawful money of the United States of America without offset or deduction or prior notice or demand. No payment by the LICENSEE or receipt by the COUNTY of a lesser amount than the



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payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and the COUNTY shall accept such check or payment without prejudice to the COUNTY's right to recover the balance of the amount due or pursue any other remedy in this LICENSE. All electronic payments must be remitted by Automated Clearing House (ACH) / direct deposit to the County-Airport's designated bank account, or any future mode prescribed by the County. Any fees assessed to the County's bank account due to the use of other form of payment (e.g., wire transfer) not prescribed or approved by the County, shall be passed through to the LICENSEE plus a twenty-five-dollar (\$25) processing fee.

- B. Penalty for NSF Check. In the event a check submitted by TENANT is returned for non-sufficient funds ("NSF"), TENANT agrees to pay COUNTY a service charge in the amount of twenty-five dollars (\$25) for the first check, and thirty-five dollars (\$35) for each subsequent check. TENANT liable for treble damages pursuant to California Civil Code Section 1719.

SECTION 3.03 CHARGE FOR LATE PAYMENT

The LICENSEE hereby acknowledges that the late payment of Fees and Charges or any other sums due hereunder will cause the COUNTY to incur costs not contemplated by this LICENSE, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices, increased accounting costs, lost interest income.

Accordingly, if any payment of Fees and Charges as specified in Section 3.01 in this LICENSE entitled "FEES AND CHARGES" or of any other sum due to the COUNTY is not received by COUNTY by the due date, a late charge of one and one-half percent (1.5%) of the payment due shall be added to the payment, and the total sum shall become immediately due and payable to the COUNTY. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

The LICENSEE and the COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that the COUNTY will incur by reason of the LICENSEE's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by the COUNTY shall in no event constitute a waiver of the LICENSEE's default with respect to such overdue payment or prevent the COUNTY from exercising any of the other rights and remedies granted hereunder.

SECTION 3.04 PASSENGER FACILITY CHARGE

The COUNTY expressly reserves the right to impose PFCs on airline passengers for the use of the Airport in accordance with 49 U.S.C. §40117 and applicable implementing regulations adopted by the FAA, 14 C.F.R. Part 158, as they may be amended from time to time (the "PFC Regulations").



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The LICENSEE shall hold in trust for the COUNTY the net principal amount of all PFCs that are collected by the LICENSEE or its agents on behalf of the COUNTY. For the purposes of Section 3.04, net principal amount shall mean the total principal amount of all PFCs that are collected by the LICENSEE or its agents on behalf of the COUNTY, reduced by any amount that the LICENSEE is permitted to retain pursuant to 49 U.S.C. § 40117 and the PFC Regulations. Monthly PFCs collected by the LICENSEE shall be remitted to the COUNTY no later than the last day of the following calendar month or if that date falls on a weekend or holiday, the first business day thereafter. In addition, PFCs collected by the LICENSEE shall be remitted to the COUNTY at the address specified in Section 3.02, Part A, "Place of Payment and Filing" or at such other place as designated by the COUNTY.

Should the LICENSEE fail to remit the net principal amount of all PFCs to the COUNTY within five (5) days following the remittance date specified above, the LICENSEE shall be deemed to be in default pursuant to Article VIII hereof. In addition, any late payment of PFCs shall be subject to late fees computed at the rate of one and one-half percent (1.5%) per month of the payment due and unpaid or the highest rate allowable under applicable state law from the due date until paid in accordance with Section 3.03 of this LICENSE.

Nothing contained herein shall be construed to supersede the rights and obligations provided in 14 C.F.R. Part 158 regarding PFCs. In the event that a conflict exists between such federal regulation and this LICENSE, the federal regulation shall govern.

PFC Reporting and Auditing Requirement: Airlines are required to comply with Part 158 Subpart D Reporting, Recordkeeping and Audits of PFC accounts maintained by the collecting carriers, specifically refer to Part §158.65, §158.69 and §158.71. The PFC report must be filed by the last day of the month following the calendar quarter by the collecting carrier to the County/Airport. The collecting air carrier's quarterly report must state:

- (i) The collecting air carrier and airport involved
- (ii) The total PFC revenue collected
- (iii) The total PFC revenue refunded to passengers
- (iv) The collected revenue withheld for reimbursement of expenses under §158.53
- (v) The dates and amounts of each remittance for the quarter

SECTION 3.05 PROVISION AGAINST SET-OFFS

It is the obligation of the LICENSEE to pay all Fees and Charges, free of any set-offs or claims, in the amount and at the times specified in this LICENSE. In the event that the LICENSEE desires to contest the validity or amount of any such Fees and Charges, the LICENSEE shall first pay the same to the COUNTY and may then seek a refund in any appropriate forum.

SECTION 3.06 SECURITY DEPOSIT

The LICENSEE, prior to the commencement of operations, shall deposit with the COUNTY a security deposit of one hundred thirty-seven thousand five hundred dollars and 00/100 cents



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(\$137,500) approximately three (3) times the estimated monthly rent, Fees and Charges as determined by the Airport Director.

Concurrently with each revision of the rent pursuant to Section 3.01 in this LICENSE, the security deposit to be provided by the LICENSEE shall be adjusted to approximately three (3) times the estimated monthly rent, Fees and Charges as determined by the Airport Director to guarantee the faithful performance by the LICENSEE of its obligations under this LICENSE and the payment of all rents, Fees and Charges due hereunder. PFCs shall be excluded from the rents, Fees and Charges used to determine the LICENSEE's security deposit.

The security deposit shall take one of the forms set out below and shall guarantee the LICENSEE's full and faithful performance of all the terms, covenants, and conditions of this LICENSE:

- A. A letter of credit from one or more financial institutions, subject to regulation by the State of California and federal government, pledging that funds necessary to secure performance of the terms, covenants, and conditions of this LICENSE are on deposit and guaranteed for payment, and agreeing that said funds shall be trust funds securing the LICENSEE's performance and that all or any part shall be paid to the COUNTY, or order upon demand by the Airport Director. Both the financial institution(s) and the form of the letter(s) of credit must be approved by the Airport Director.
- B. A Faithful Performance Bond executed by a surety company or financial institution qualified and admitted to do business in the State of California and issued in a form approved by the COUNTY. Under the bond, the surety company shall guarantee to the COUNTY full and complete performance of all the terms, conditions and covenants herein to be performed on the part of the LICENSEE, including the payment of use fees, charges, rents, as well as any and all other payments. Said bond shall be maintained at the cost of the LICENSEE throughout the existence of this LICENSE. Said Surety shall give the Airport Director a minimum thirty (30) days prior written notice of cancellation or material change in said bond. Such cancellation or material change without the Airport Director's prior written consent shall constitute a default under this LICENSE.

Regardless of the form in which the LICENSEE elects to make said security deposit, all or any portion of the principal sum shall be available unconditionally to the COUNTY for correcting any default or breach of this LICENSE by the LICENSEE, its successors or assigns, or for payment of expenses incurred by the COUNTY as a result of the failure of the LICENSEE, its successors or assigns, to faithfully perform all terms, covenants, and conditions of this LICENSE.

Should the LICENSEE elect to provide either a letter of credit or a Faithful Performance Bond to fulfill the security deposit requirements of this LICENSE, said letter of credit or bond shall have the effect of releasing depository or creditor therein from liability on account of the payment of any or all of the principal sum to the COUNTY, or order upon demand by the Airport Director.

In the event the Airport Director withdraws all or any portion of the security deposit as provided herein, the LICENSEE shall, within ten (10) days of any withdrawal by the Airport Director,



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replenish the security deposit to maintain it at amounts herein required throughout the term of this LICENSE. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this LICENSE as per Article XI of this LICENSE.

The LICENSEE shall be obligated to maintain the security deposit in effect until the expiration date or earlier termination of this LICENSE.

The security deposit, after deduction of all amounts due the COUNTY, shall be rebated, reassigned, released or endorsed by the COUNTY to the LICENSEE or order, as applicable, after one hundred twenty (120) days have elapsed, or at an earlier time to be determined by the Airport Director, following the expiration date of the term of this LICENSE, provided the LICENSEE has fully and faithfully performed each and every term, covenant, and condition of this LICENSE.

SECTION 3.07 NEW ENTRANT DEPOSIT

A cash security deposit in the sum of Ten Thousand Dollars (\$10,000.00) shall be provided by a new entrant LICENSEE prior to the commencement of operations.

This deposit shall be returned after six (6) months of continuous operation.

ARTICLE IV USE, OPERATION, MAINTENANCE AND CONDITION OF PREMISES

SECTION 4.01 USE

The COUNTY hereby grants to the LICENSEE the authorization to conduct a regularly scheduled commuter airline operations within the Operating Area as described in Exhibit A – Jay's Leasehold and for no other purposes whatsoever. Said operation shall be subject to the terms and conditions contained in the Lease between the COUNTY and Jay's. Said operation shall also be conducted in accordance with an agreement and any amendments thereto, between the LICENSEE and Jay's, which is subject to the COUNTY's prior approval. The terms and conditions of this LICENSE shall prevail in the event of any conflict with said agreement between LICENSEE and Jay's. Subject to the limitations set forth in Sections 4.03 and 4.05 in this LICENSE, this operation may include any or all of the following uses at Jay's Leasehold only, and no other uses whatsoever:

AUTHORIZED USES:

- A. Loading and unloading of passengers.
- B. Loading and unloading of baggage.
- C. Passenger processing operations.
- D. Flight operations office.



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- E. The LICENSEE shall have the right to have its aircraft and other equipment serviced by suppliers of its choice. Such suppliers may provide materials and services, including, but not limited to, aviation fuel, ground vehicle fuel, lubricating oil, greases, parts, and all other materials and supplies and services required by the LICENSEE in the conduct of its air transportation service.
- F. Mail, freight and cargo operations but only when such activity is incidental to, and conducted in connection with, regularly scheduled commercial passenger operations. The LICENSEE shall not conduct any operations at the Airport with aircraft which are:
- 1) Used at the Airport exclusively or primarily for mail, freight or cargo services; or
 - 2) Which have been modified in any manner for the purpose or the primary effect of reducing the passenger carrying capacity and increasing the cargo or freight carrying capacity of the aircraft.
- G. Air charter activities in compliance with the Access Plan.
- H. Commissary services for the LICENSEE's employees at the Airport and in-flight catering services in support of the LICENSEE's air operations at the Airport. This does not permit the LICENSEE to conduct commissary or in-flight services for any other airline or other person at Airport without first obtaining a separate license to allow commissary or inflight services for other airlines.
- I. Employee training incidental to the other uses permitted under this Section.
- J. The LICENSEE is required to operate within the parameters set forth in the "Traffic Impact Analysis (TIA) Report," dated February 13, 2025 (Exhibit B).
- K. Other uses as authorized by the Airport Director.

SECTION 4.02 USE OF PUBLIC AIRPORT FACILITIES

The COUNTY grants the LICENSEE a LICENSE for the nonexclusive use of all public non-Terminal Airport facilities including, but not limited to, taxiways, runways, navigational aids and facilities relating thereto for purposes of landings, takeoffs and taxiing of the LICENSEE's and the LICENSEE's client aircraft. All such use shall be in accordance with the laws of the United States of America, the State of California, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations, and ordinances of the COUNTY now in force or hereafter prescribed or promulgated by ordinance or by law, including the Access Plan. The use of these areas shall be subject to the control and regulation of the Airport Director.



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SECTION 4.03 RULES AND REGULATIONS

The COUNTY may adopt and enforce “Airport Rules and Regulations” that the LICENSEE agrees to observe and obey with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services, provided that such rules and regulations shall not be inconsistent with safety, with applicable rules, regulations and orders including those of the FAA and TSA with respect to all operations of the Airport, and with the terms of and LICENSEE’s rights under this LICENSE. Except in the case of emergency, the COUNTY shall give the LICENSEE written notice and opportunity to comment on any proposed changes or additions to the Airport Rules and Regulations that could impact the LICENSEE’s operations at the Airport before such proposed rules and regulations are adopted by the COUNTY. If requested, the COUNTY shall promptly provide a copy of such Airport Rules and Regulations to the LICENSEE.

The LICENSEE’s operations under this LICENSE shall comply with all Airport Rules and Regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether federal, state, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations and plans.

To the fullest extent authorized by law, the LICENSEE shall be liable to the COUNTY for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon the COUNTY due to the LICENSEE’s violation of any governmental rules, environmental laws, regulations or standards as now or may hereafter be promulgated or enacted, related to LICENSEE’s operation under this LICENSE, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto the Airport or from any other violations caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of the LICENSEE, its employees, subtenants, agents or suppliers related to LICENSEE’s operation under this LICENSE.

The COUNTY shall not be liable to the LICENSEE for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority provided in this LICENSE, nor shall the LICENSEE be entitled to terminate the whole or any portion of the leasehold estate herein created by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with the LICENSEE’s use and occupancy of the Operating Area so as to constitute a termination in whole or in part of this LICENSE by operation of law in accordance with the laws of the State of California.

SECTION 4.04 ACCESS PLAN LIMITATIONS ON USE

The LICENSEE agrees that:

- A. Notwithstanding any provision in this LICENSE to the contrary, the LICENSEE shall conduct all of its operations and activities at the Airport in strict conformity with the Access



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Plan and each of its regulations and limitations on the LICENSEE's activities and operations at the Airport.

- B. The operating privileges made to the LICENSEE under the Access Plan are a privilege which may be revoked or modified by the COUNTY at any time during the terms of this LICENSE, and that such privileges do not constitute property rights of the LICENSEE.
- C. The operating privileges made to the LICENSEE under the Access Plan are not transferable, assignable or delegable by the LICENSEE to any other person or entity, by operation of law or otherwise, and such operating privileges may not be pledged, hypothecated or transferred by the LICENSEE at any time for any purpose.
- D. That the remedies specified in the Access Plan for any Access Plan violation by the LICENSEE are not the exclusive remedies of the COUNTY but shall constitute additional nonexclusive remedies that the COUNTY may enforce separately or cumulatively with other remedies under the enforcement provisions of this LICENSE.
- E. That LICENSEE shall not at any time, or for any reason, make any assertion to any court, administrative agency, administrative tribunal or other similar forum, that is in any respect inconsistent with the terms and provisions of this Section; except that nothing in this Section shall prevent the LICENSEE from making any argument or asserting any position to the COUNTY, as applicable in connection with any action by the COUNTY to revoke or modify allocations of operating privileges or any amendments to the Access Plan.
- F. All provisions of Section 4.01 and Article VIII in this LICENSE are subject to the terms, provisions, and limitations of this Section.

SECTION 4.05 OPERATIONAL REQUIREMENTS

The LICENSEE agrees to abide by the following operational conditions and requirements:

- A. **Flight Operations and Reallocations.** The annual commuter passenger capacity shall be consistent with the Passenger Capacity set-aside as specified and determined under the Access Plan. Operations or passenger levels in excess of the amount authorized during any Plan Year shall constitute a serious and material breach of this LICENSE and this LICENSE shall be subject to immediate termination pursuant to Article VIII in this LICENSE. In addition to any and all remedies available to the COUNTY under this LICENSE and all provisions of the Access Plan, the COUNTY may reallocate Commuter Passenger Capacity or other operating privileges granted the LICENSEE under the provisions of the Access Plan.

The LICENSEE shall not operate at the Airport unless it conducts its operations with Passenger Capacity directly and formally allocated to the LICENSEE by action of the Board of Supervisors; the LICENSEE conducts all of its operations with aircraft which have been certified for operation at the Airport consistent with Access Plan requirements;



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and the LICENSEE has met, and continues to meet at all times, all other requirements of the COUNTY.

- B. **Hours of Operation.** Except as expressly authorized, the LICENSEE's aircraft shall not depart from the Airport between the hours of 10:00 p.m. and 7:00 a.m. (8:00 a.m. on Sundays) (local time) and shall not arrive at the Airport between the hours of 11:00 p.m. and 7:00 a.m. (8:00 a.m. Sundays) (local time), as measured at any JWA noise monitoring station.

The LICENSEE acknowledges that the COUNTY may by regulation permit some operations by general aviation (nonscheduled, noncommercial) users of the Airport during the nighttime hours with certain specific aircraft types that have noise characteristics similar to the noise characteristics of aircraft that can operate as "Class E" aircraft, as that term is defined in the Access Plan. The LICENSEE does now, or may during the term of this LICENSE, operate Class E aircraft at the Airport; nevertheless, the LICENSEE agrees that the limitations on hours of operations contained in this Section shall be applicable to all of its operations at the Airport, including its Class E operations.

The LICENSEE further acknowledges that there is a rational basis for the COUNTY to distinguish between general aviation operations and regularly scheduled operations by Class E (or noise equivalent) aircraft during the nighttime hours, and that this distinction does not constitute unlawful or unjustly discriminatory action by the COUNTY in its operation and management of the Airport. The COUNTY agrees that this provision is, and during the term of this LICENSE shall be included in all leases, operating agreements or other service operating agreements between the COUNTY and any person conducting regularly scheduled commercial operations at the Airport.

- C. **Aircraft Types.** The LICENSEE agrees that it will not operate any aircraft at the Airport unless and until that aircraft type has been certified and qualified for operation by the COUNTY in accordance with the provisions and procedures of the Access Plan. The LICENSEE further agrees that it will abide by all aircraft-type restrictions and limitations contained in the Access Plan, as amended, or as it may hereafter be amended, and any other restrictions on aircraft types which may hereafter be adopted by the Board of Supervisors of the County of Orange.
- D. **Noninterference.** The LICENSEE shall cooperate with and not interfere with the COUNTY's and other airlines' use of and operations at the Airport. The LICENSEE shall not place any ropes, barricades and/or stanchions on the public or common use area without prior written approval of the Airport Director.

SECTION 4.06 RECORDS AND ACCOUNTS

- A. **Records.** The LICENSEE shall at all times keep true and complete records of all transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted by this LICENSE. The LICENSEE shall maintain such



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records for a period of five years beyond the expiration or earlier termination of this LICENSE.

- B. **Reports.** The LICENSEE shall provide to the Auditor-Controller and the Airport Director at the end of each calendar month, on forms to be supplied by the COUNTY, statistical information respecting the LICENSEE's operations at Airport including, but not limited to, the total number of all aircraft operations conducted by the LICENSEE; the total combined certificated gross landing weight of all such aircraft operations; the total number of enplaned, deplaned and through passengers; the total number of pounds of airmail, cargo and express mail enplaned and deplaned; and the total number of aircraft stored daily and monthly at the Airport. Such reports shall be submitted to the Airport Director no later than fifteen (15) calendar days following the last day of each month. The LICENSEE must attest that the list is an accurate representation of the LICENSEE's activity for the month.

The LICENSEE shall also provide to the Airport Director, for each day, a copy of the LICENSEE's flight dispatch logs, or a listing made from such logs, certified as correct by a responsible station manager or dispatcher, showing the type of equipment used for each flight and the actual takeoff and landing times and not gate times. Said copy of logs or listing shall be made available for each day's activities by noon (12:00 p.m., local time) of the following day.

- C. **Audits.** All the LICENSEE's records and supporting source documents related to rates and fees in this LICENSE or to business operations conducted within or from the Airport shall be kept and made available to the COUNTY at one location within the geographical limits of the COUNTY or shall be made available at offices in the COUNTY within ten (10) working days after notice to produce said records and source documents. The COUNTY shall, through its duly authorized agents or representatives, have the right to examine and audit said records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements to the COUNTY.

The COUNTY, upon request of the LICENSEE, may authorize the above-referenced records and supporting source documents to be kept in a single location outside the limits of the COUNTY provided LICENSEE shall agree to pay all expenses including, but not limited, to transportation, food and lodging necessary for the COUNTY to send a representative to audit said records. Said right shall not, unless determined necessary by the COUNTY, be exercised by the COUNTY more than once each accounting year.

The full cost of said audit, as determined by the COUNTY, shall be borne by the LICENSEE if either or both of the following conditions exist:

- (1) The audit reveals an underpayment of more than two percent (2%) between the fees and charges due as reported and paid by the LICENSEE in accordance with this LICENSE and all Fees and Charges due as determined by said audit; and/or



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- (2) The LICENSEE has failed to maintain true and complete records and supporting source documents in accordance with paragraph A. above. The adequacy of records shall be determined at the sole discretion of the COUNTY's Auditor-Controller.

Otherwise, the COUNTY shall bear the cost of said audit excluding the aforementioned expenses related to audit of documents kept outside the limits of the COUNTY. The cost of said audit, if due from the LICENSEE, shall be included as fees for the first month following invoice to the LICENSEE.

Upon the request of the Auditor-Controller, the LICENSEE shall promptly provide necessary data to enable the COUNTY to fully comply with requirements of the State of California or the United States of America for information or reports directly relating to this LICENSE and to the LICENSEE's use of the Operating Area.

- D. Failure to Maintain Adequate Records.** In addition to any other remedies available to the COUNTY under this LICENSE, at law or in equity, in the event that the LICENSEE fails to maintain and keep records and accounts from business operations conducted on or from the Airport and/or source documents relating thereto, or to make the same available to the COUNTY for examination and audit as required by this LICENSE, the COUNTY, at the COUNTY's option, may:

- (1) Perform such examinations, audits and/or investigations itself or through agents or employees as the COUNTY and/or its auditors may deem appropriate to confirm the amount of Fees and Charges payable by the LICENSEE under this LICENSE; and any and all costs and/or expenses incurred by the COUNTY in connection therewith shall be promptly reimbursed to COUNTY by the LICENSEE upon demand.
- (2) Require that the LICENSEE pay fees based on the COUNTY's best good faith estimate of the LICENSEE's activities from business operations conducted on or from the Airport; and any such determination made by the COUNTY shall be conclusive and binding upon the LICENSEE.

Costs payable by the LICENSEE pursuant to this Section shall include reimbursement to the COUNTY of the COUNTY provided services at such rates as the COUNTY may from time to time, in good faith, establish for such services. In the case of services provided by the COUNTY's employees, such rates shall be sufficient to reimburse the COUNTY for employees' salaries, including employee taxes and benefits and the COUNTY's overhead or, at the Auditor-Controller's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by the Auditor-Controller, if engaged by the COUNTY to perform such services. Said costs payable by the LICENSEE shall be included as fees for the first month following invoice to the LICENSEE.



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SECTION 4.07 VEHICLES AND AUTOMOTIVE EQUIPMENT ON APRON

The COUNTY reserves the right to regulate, by adoption of ordinance, rules or other means, adopted consistent with Section 4.03, the use of vehicles and automotive equipment upon, over and across the apron and around the passenger terminal building. In the event of an emergency not specifically provided for in said rules and regulations, the Airport Director shall have power to take charge of the direction of such vehicle and automotive traffic in the area affected and regulate the same until the cause of such emergency has been removed. The existence of an emergency, other than aircraft emergency, shall be determined by the Airport Director.

SECTION 4.08 AIRCRAFT PARKING

The LICENSEE shall make separate arrangements with the Airport Director for each aircraft parking space that may be made available to the LICENSEE subject to Section 3.01 in this LICENSE.

If, in the judgment of the Airport Director, it becomes necessary to move the LICENSEE's aircraft in order to ensure public safety, improve Apron Area efficiency or otherwise, then the LICENSEE shall immediately move said aircraft to the location designated by the Airport Director.

Should any aircraft owned or operated by the LICENSEE, through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the landing and field facilities at the Airport, the LICENSEE shall:

- A. Immediately remove said aircraft to such location as shall be designated by the Airport Director, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and
- B. In the event of any accident where federal investigation in place is required, immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from Airport or stored at a location approved by the Airport Director.

Should the LICENSEE fail to remove said aircraft, or should aircraft owned or operated by the LICENSEE be abandoned on the Airport, the COUNTY shall have the right to remove such aircraft by any means the Airport Director deems necessary under the circumstances, and the LICENSEE shall keep and hold the COUNTY harmless from any and all costs, loss, liability, damage or expense incurred by the COUNTY or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal as well as moving and storage costs therefor. The LICENSEE agrees that the designation of any aircraft parking positions anywhere on the Airport, if any, made for the LICENSEE's use is presently regulated by the Access Plan, and that nothing in this Section obligates COUNTY to provide, make available or consent to any aircraft parking spaces for the LICENSEE's use. The LICENSEE agrees that it



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may not independently make arrangements for aircraft parking space at the Airport without express written consent of the Airport Director, which may be withheld in the Director's sole discretion.

ARTICLE V ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION

**SECTION 5.01 HAZARDOUS SUBSTANCES AND ENVIRONMENTAL
COMPLIANCE**

As used herein, the term "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including, but not limited to, the COUNTY acting in its governmental capacity, State of California or United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "Hazardous Substance" or considered a waste, condition of pollution or nuisance under any applicable Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

As used herein, the term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, code, judgment, order or regulation pertaining to the environment, Hazardous Substances, Pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, under or about the Airport, and includes, without limitation the following; (i) CLEAN AIR ACT, 42 U.S.C. §§7401 *et seq.*; (ii) CLEAN WATER ACT, 33 U.S.C. §§1251 *et seq.*; (iii) COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, as amended by the SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 ("CERCLA"), 42 U.S.C. §§9601 *et seq.*; (iv) 49 C.F.R. Parts 173 and 175; (v) SOLID WASTE DISPOSAL ACT, as amended by the RESOURCE CONSERVATION AND RECOVERY ACT OF 1986 and HAZARDOUS AND SOLID WASTE amendments of 1984 ("RCRA"), 42 U.S.C. §§6901 *et seq.*; (vi) OIL POLLUTION ACT OF 1990, 33 U.S.C. §§2701 *et seq.*; (vii) FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. §§1317 *et seq.*; (viii) SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986, CAL. HEALTH & SAF. CODE §§25249.5 *et seq.*; (ix) CAL. HEALTH & SAF. CODE §§25100, 25395.7, 25915, *et seq.*; (x) CAL. WATER CODE §§1300 *et seq.*; (xi) CAL. CIV. CODE §§3479 *et seq.*; (xii) Stormwater Discharge Rules, 40 C.F.R. §§122.26, 122.30-37; and, (xiii) all other state laws, rules, orders, directives, and codes, regulations judgments, and orders relating to (i) emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment (including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata); and (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Substances, as such laws are amended, and the regulations and administrative codes applicable thereto.

Whenever references are made to published documents (e.g., specifications, standards, codes), it shall be understood that the applicable editions are those in effect, or which bear the latest publication date, on the date that the work is advertised for bids, unless otherwise specified. Where provisions of the pertinent specifications, standards, codes, etc., conflict with one another, the most



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stringent provisions shall govern.

The LICENSEE agrees that it shall abide by all applicable Hazardous Substances laws, rules and regulations, relating to Hazardous Substances including, but not limited to, 49 C.F.R. Parts 171 *et seq.* The LICENSEE shall not cause any Hazardous Substances to be brought upon, kept, used, stored, generated, treated, managed or disposed of in, on or about or transferred to or from the Airport, except to the extent that such Hazardous Substances are (i) necessary for or useful to the LICENSEE's business and (ii) used, kept and stored in a manner that complies with all applicable Environmental Laws, the Airport Rules and Regulations, and all other applicable laws.

The LICENSEE shall comply with all applicable Environmental Laws and shall not engage in any activity on or about the Airport that violates any applicable Environmental Law. In conducting its operations and maintenance on the Airport under this LICENSE, the LICENSEE shall comply with such regulations regarding the storage, distribution, processing, handling and/or disposal, including the Stormwater discharge requirements, of Hazardous Substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.

The LICENSEE shall at its own expense take all investigatory and/or remedial action required or ordered by any governmental agency having jurisdiction or any applicable Environmental Law for clean-up and removal of any contamination involving any Hazardous Substances caused by the LICENSEE. In conducting a clean-up of a Hazardous Substance release under this LICENSE, the LICENSEE shall comply with applicable Environmental Laws. Hazardous waste generated by the LICENSEE, or its contractors shall be disposed properly and under the LICENSEE's EPA ID number.

The LICENSEE shall not allow or cause the entry of any Hazardous Substances under its control into the Airport Stormwater drainage system unless authorized by applicable Environmental Law and the Airport's Stormwater Discharge Permit. The LICENSEE shall not allow or cause the entry of any Unauthorized Non-Stormwater Discharge that is under its control into the Stormwater drainage system of the Airport or into the Stormwater drainage system of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of the COUNTY for that purpose, and the LICENSEE complies with recommendations made by the state and/or federal Environmental Protection Agency and the Airport's Stormwater Discharge Permit requirements. The LICENSEE shall bear all costs and any other expenses related to the prohibited entry of such oil, fuel or other Hazardous Substances into said drainage systems prohibited by any applicable Environmental Law.

The LICENSEE shall provide all notices required pursuant to the SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986, CAL. HEALTH & SAF. CODE § 25249 *et seq.* The LICENSEE shall provide prompt written notice to the COUNTY within three (3) days of receipt of all written notices of violation of any applicable Environmental Law received by the LICENSEE.



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**SECTION 5.02 STORMWATER CONTROL AND CONTAMINATION AND
STORMWATER LAWS AND REGULATIONS**

Federal regulations for stormwater discharges were issued by the U.S. Environmental Protection Agency (U.S. EPA) (40 CFR Parts 122, 123, and 124). The U.S. EPA, through the NPDES permitting program, regulates discharges of potentially contaminated wastewater and Stormwater into waters of the United States. California has been delegated NPDES general permitting authority by the U.S. EPA. California's State Water Board has issued NPDES permits to regulate municipal, industrial, and construction Stormwater discharges under the NPDES permitting program.

Section 402(p) of the Clean Water Act (CWA) requires NPDES permits for Stormwater discharges from municipal separate storm sewer systems (MS4s). The County of Orange is the principal permittee for Orange County's MS4 Permit Order No. R8-2009-0030 (or currently effective permit) No. CAS 618030 (MS4 Permit). As a facility owned and operated by the County of Orange, the Airport implements requirements in the MS4 permit and is responsible for discharges into the system. One of the MS4 Permit requirements is to establish the legal authority to control discharges. The County's Water Quality Ordinance (OCCO Title 4, Division 13, Sections 4-13-10 et. Seq.) regulates Non-Stormwater discharges into the MS4 to reduce the discharge of pollutants into the waters of the State. The CWA and the resulting MS4 permit require the County to take steps to reduce pollutants leaving its systems to the maximum extent practicable. The MS4 permit requires the County to develop and implement a Local Implementation Plan (LIP) describing the programs and procedures required by the MS4 permit.

LICENSEE shall not have prohibited discharge to the MS4 system or on-site storm drains.

In the furtherance of these regulations and Section 402 of the Clean Water Act (CWA), the State of California has adopted a General Permit for discharges of Stormwater associated with industrial activities: "State Water Resources Control Board (State Water Board) Water Quality Order No. 2014-0057-DWQ, NPDES General Permit No. CAS 000001 (Industrial General Permit or IGP)." JWA has applied for and received coverage to discharge Stormwater and authorized Non-Stormwater discharges pursuant to the general permit for industrial activities and are subject to the permit's requirements, conditions, and penalties. The permit requires the development and implementation of an effective Industrial Stormwater Pollution Prevention Plan (SWPPP) and Monitoring Implementation Plan (MIP). This plan is developed by COUNTY and covers LICENSEE. The airside portion of JWA where industrial activities take place is covered by the IGP. Industrial activities include maintenance, fueling, equipment cleaning, storage areas, and material handling activities. LICENSEE shall comply with applicable Stormwater discharge requirements for industrial facilities.

COUNTY will provide the required annual training for LICENSEE personnel that work on the airfield as part of the Airport-wide IGP SWPPP requirements. LICENSEE shall have all personnel working within the airside portion of JWA to attend annual training or LICENSEE shall provide annual training to personnel using JWA-approved training materials. LICENSEE shall implement BMPs in accordance with the COUNTY's IGP SWPPP.



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LICENSEE shall not allow or cause the entry of any materials, waste, or hazardous materials under its control into the Airport Stormwater Drainage System unless authorized by Environmental Law and the Airport's Stormwater Discharge Permit. LICENSEE shall not allow or cause the entry of any Unauthorized Non-Stormwater Discharge that is under its control into the Stormwater Drainage System of the Airport or into the Stormwater Drainage System of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of COUNTY for that purpose, and LICENSEE complies with recommendations made by the California and/or U.S. Environmental Protection Agency and the Airport's Stormwater Discharge Permit requirements. LICENSEE shall bear all costs and any other expenses related to unauthorized Non-Stormwater discharges.

LICENSEE shall assure the protection of Stormwater from aircraft maintenance and washing activities, including GA self-service activities, through implementation of policies or Best Management Practices. Wet washing of aircraft is only allowed in designated wash rack areas. Only dry wash methods are allowed for cleaning aircraft outside of the designated wash rack areas. Aircraft maintenance can only occur in designated areas; these areas must be protective of Stormwater through covering or other means.

LICENSEE activities may require additional separate permits, which LICENSEE may be responsible for, and which will be clarified with COUNTY at the time of planning and design. LICENSEE shall contact COUNTY prior to new construction activities, operational changes, and/or prior to any activity that may result in a Non-Stormwater discharge. LICENSEE will comply with all applicable NPDES Stormwater permit requirements for LICENSEE activities.

SECTION 5.03 ENVIRONMENTAL INDEMNIFICATION

To the fullest extent authorized by law, the LICENSEE shall indemnify, defend, and hold harmless the COUNTY, its officers, and employees, from and against any and all applicable Environmental Law claims, judgments, damages, penalties, fines, costs, liabilities, losses, orders, and lawsuits arising out of any actions by the LICENSEE, the LICENSEE's operations at the Airport or any action arising from and which involve the LICENSEE's officers, agents, subcontractors, and employees, including the cost of defense arising therefrom, including but not limited to the following:

- (1) The LICENSEE's placing, disposing, allowing or releasing of Hazardous Substances upon or within the Airport including any such claims, demands, liabilities and/or obligations related to the LICENSEE's release of Hazardous Substances on the Airport since the time the LICENSEE first occupied the Airport.
- (2) The LICENSEE's release of Hazardous Substances upon or within the Airport.
- (3) The LICENSEE's violation of any applicable Environmental Law, except that the LICENSEE's obligations under this paragraph shall not extend to known and pre-existing conditions that are, as of the date of this LICENSE, the subject of investigation and remediation by the COUNTY or others, or remediation conditions



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that arise from operations of third parties that are not affiliated with the LICENSEE that take place off of the Airport. For purposes of this provision, a party shall be deemed to be affiliated with the LICENSEE if it is an employee, officer, director, agent, subtenant, contractor or subcontractor of the LICENSEE or if it is controlled by or under common control with the LICENSEE.

- (4) The LICENSEE's causing or allowing any discharge into the Airport Drainage System that is prohibited by Section 5.01 of this LICENSE.

This indemnification includes, without limitation, reasonable attorney's fees/costs and other costs incurred by the COUNTY in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental entity because of any Hazardous Substances being present in the soil or groundwater under the Airport. However, the LICENSEE's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of the COUNTY or agents, servants or independent contractors who are directly responsible to the COUNTY.

In the event the indemnitees described hereinabove are named as defendants or respondents in any lawsuit or administrative proceeding, the LICENSEE shall, at the request of the COUNTY, represent the indemnitee with qualified counsel that is acceptable to the COUNTY.

In the event that a monetary judgment is awarded against the COUNTY and the LICENSEE because of the concurrent negligence of the COUNTY and the LICENSEE or their respective officers, subcontractors, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Both the COUNTY and the LICENSEE agree that neither party shall request a jury apportionment. Nothing stated in this LICENSE and in this indemnity obligation shall be construed as authorizing any award of attorney's fees/costs in any action to enforce the terms of this LICENSE.

The rights and obligations set forth in this indemnification shall survive the termination of this LICENSE.

SECTION 5.04 CONFLICT WITH ENVIRONMENTAL LAW PROVISIONS

In the event that any of the terms of these environmental requirements codified in this Article conflict with any other terms of this LICENSE, the environmental requirements contained in Article V shall apply.

SECTION 5.05 ENVIRONMENTAL STEWARDSHIP

- A. All LICENSEE facilities and improvements shall meet the Airport's Tenant Design and Construction Guidelines as well as Architectural Guidelines, as may be amended from time to time. All structures shall meet the County's Green Building Ordinance and CALGreen Tier 1. If the LICENSEE installs any new infrastructure, the LICENSEE is required to use



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the Envision pre-assessment checklist to guide the sustainability efforts early in the project planning and strive to achieve a level of Gold; these projects are not required to obtain Envision certification.

B. The LICENSEE shall support the COUNTY's Environmental Compliance and Stewardship program through participation in various efforts or implementation of Airport plans as applicable. COUNTY shall provide LICENSEE advance notice of any proposed changes to the following plans that may affect LICENSEE operations:

- (1) Air Quality Improvement Plan and Memorandum of Understanding with the South Coast Air Quality Management District.
- (2) Climate Action Plan.
- (3) Waste Management Plan.
- (4) Stormwater Pollution Prevention Plan.

C. The LICENSEE shall implement the following conservation measures and policies:

- (1) Use equipment and appliances that are ENERGY STAR rated or equivalent and EPA Water Sense or equivalent, as applicable when replacing existing equipment and appliances.
- (2) Use high-efficiency light fixtures and bulbs (including compact fluorescents) when replacing or installing new fixtures and bulbs.
- (3) Install sensors in office areas to turn off lights when unoccupied when these areas are being renovated or updated.
- (4) Install energy-efficient heating and cooling equipment when replacing or upgrading.
- (5) Use energy-efficient computers and servers when replacing this equipment.
- (6) Select equipment with variable speed motors and fan drives, when possible.
- (7) Utilize paperless ticket technology, when possible.

D. The LICENSEE shall implement and support the following environmental policies:

- (1) Adopt and adhere to the following GSE requirements: GSE associated with commercial operations must achieve a fleet average NOx emission factors of 1.7 and 0.9 grams per brake horsepower hour (g/bhp-hr) upon initiation of operations and 2031, respectively. The LICENSEE shall develop and provide to JWA a GSE improvement plan to



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- demonstrate how the GSE requirement will be met within 2 months of LICENSE execution.
- (2) The LICENSEE shall utilize single/reduced engine taxiing procedures, when feasible and appropriate under the circumstances.
 - (3) The LICENSEE has been provided a copy of the COUNTY's Environmentally Preferable Purchasing Policy (2023) and shall consider developing a similar policy that addresses the LICENSEE's procurement of goods and services as applicable.
 - (4) The LICENSEE shall affirm its commitment to Environmental Sustainability at the Airport. The Policy commitment shall be submitted to the JWA within 6 months of LICENSE execution.
 - (5) Upon request, the LICENSEE shall provide reports necessary for environmental compliance, regulatory requirements and airport mitigation measure obligations including but not limited to GSE data, fuel usage, spills, and business emergency plans.

SECTION 5.06 ANTI-IDLING POLICY

Within six months of LICENSE execution, LICENSEE must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. LICENSEE's policy shall also include all third-party vehicles that enter Airport property at the direction of LICENSEE.

ARTICLE VI CONSTRUCTION AND IMPROVEMENTS

SECTION 6.01 CONSTRUCTION AND/OR ALTERATION BY COUNTY

- A. The COUNTY may alter, repair, maintain, remodel, expand, remove or improve any of the facilities at the Airport or any of its appurtenances.
- B. The LICENSEE may not alter, repair, maintain, remodel, expand, remove or improve any of the facilities at the Airport or any of its appurtenances.

SECTION 6.02 DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

The LICENSEE shall be responsible for any damage caused by the LICENSEE, or the LICENSEE's aircraft, equipment, employees, agents, visitors, or suppliers, to common use areas of the Terminal or Airport facilities, including but not limited to runways, taxiways, access roads, navigational aids, apron areas and loading bridges. Should such damage require immediate repairs or replacement and the LICENSEE is unable to respond immediately to complete said repairs or replacement, the Airport Director may cause to be made or make any necessary repairs or replacements and the cost thereof shall be paid by the LICENSEE. Said cost shall include all



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labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of those items. Said cost shall be paid by the LICENSEE within fifteen (15) days of receipt of an invoice for costs from the Airport Director.

SECTION 6.03 HEALTH AND SAFETY

The LICENSEE shall comply with the California Occupational Safety & Health Administration (CAL OSHA) requirements, and all federal, state or local safety orders. The LICENSEE shall post on the Airport and at all construction sites a copy of "Construction Safety Orders" and "General Industry Safety Orders" issued by the California State Division of Industrial Safety.

The LICENSEE shall within thirty (30) days after the execution of this LICENSE submit to the COUNTY a comprehensive Safety Plan outlining the code of safe work practices and procedures. The plan must include emergency response procedures, notification procedures, and personnel training procedures. The LICENSEE shall convene safety meetings at regularly scheduled times as described in its Safety Plan and as required by CAL OSHA. The LICENSEE and/or LICENSEE's contractor shall submit, prior to the start of any tenant improvements, the LICENSEE or LICENSEE's contractor required CAL OSHA Safety Plan for approval by the Airport.

The LICENSEE and/or LICENSEE's contractor shall submit prior to the start of any licensee improvements, the LICENSEE or LICENSEE's contractor required CAL OSHA Safety Plan for approval by the Airport.

The LICENSEE shall submit to the COUNTY an annual report detailing the status of all permits required and issued to the LICENSEE by CAL OSHA or any other federal, state or local government agency. Said report shall be due on or before January 31 of each calendar year.

ARTICLE VII ASSIGNMENT

SECTION 7.01 ASSIGNING AND TRANSFERRING

The provisions of this Section are subject to, and subordinate to the limitations of Sections 4.04 and 4.05 of this LICENSE.

- A. **Transfers.** The LICENSEE shall not transfer, hypothecate, or assign (hereinafter referred to as "Transfer") any interest of the LICENSEE in this LICENSE, or any part thereof, without the prior written approval of the COUNTY. The LICENSEE shall give the COUNTY thirty (30) days prior written notice of all proposed Transfers. The LICENSEE shall not make any such Transfers for a period longer than the remaining term of the LICENSE.

If the COUNTY approves such Transfers, such approval does not constitute a waiver of any of the terms of the LICENSE. All Transfer documents shall be consistent with the terms, covenants, and conditions of the LICENSE, and in the event of any inconsistency, the provisions of this LICENSE shall govern.



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If the LICENSEE is a corporation, an unincorporated association or a partnership, Transfers include the acquisition by any person other than the LICENSEE of any stock or interest in said corporation, unincorporated association or partnership in the aggregate amount of fifty-one percent (51%) or more.

The failure by the LICENSEE to obtain the prior written approval by the COUNTY of any Transfer of the LICENSE or the Operating Area shall constitute a material breach of this LICENSE by and shall not confer any rights to the Operating Area upon the transferee. Such failure shall be grounds for termination of this LICENSE for default per Article VIII, Section 8.02.

B. **Conditions of the COUNTY Approval.** The COUNTY agrees that it will not arbitrarily withhold consent to any Transfer, but the COUNTY may withhold consent at its sole discretion if any of the following conditions exist:

- (1) The LICENSEE, its successors or assigns are in default of any term, covenant or condition of this LICENSE, whether notice of default has or has not been given by the COUNTY.
- (2) The prospective assignee or transferee has not agreed in writing to keep, perform and be bound by all the terms, covenants, and conditions of this LICENSE.
- (3) The prospective assignee or transferee is not financially capable or not experienced in performing the LICENSE obligations, as determined by the Airport Director.
- (4) Assignee or transferee's use is in conflict with the terms of this LICENSE.
- (5) All the terms, covenants and conditions of Transfer, including the consideration therefore, of any and every kind, have not been revealed in writing to the Airport Director.
- (6) The LICENSEE has not provided Airport Director with a copy of all documents relating to the Transfer, including, but not limited to, appraisals, notes, trust deeds, title reports, escrow instructions, *etc.*

C. **Affiliate Transactions.** The COUNTY has adopted in the Access Plan policies and regulations regarding transactions and aircraft operations at the Airport involving affiliations of commercial airlines operating, or desiring to operate, at the Airport ("the affiliate policy"). The LICENSEE acknowledges that the COUNTY considers the affiliate policy to be an important and significant policy in support of the COUNTY's regulation of the Airport.

The LICENSEE acknowledges that there is a rational basis for this policy under the operational and historical circumstances affecting the Airport, that under such circumstances this policy maintains appropriate equity between the rights and privileges of competing commercial operators using the Airport, and that the affiliate policy does not



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constitute unlawful or unjustly discriminatory action by COUNTY in its operation and management of the Airport. LICENSEE agrees to comply fully and completely with the affiliate policy and all related regulations which appear in the Access Plan and or this LICENSE.

Any affiliate transaction described and defined in the Access Plan, and any affiliate transaction between the LICENSEE and any other person which then has a written agreement with COUNTY to conduct regularly scheduled air service operations at the Airport, shall constitute a Transfer within the meaning of Paragraph A, above. In the event an affiliate transaction involving the LICENSEE is initiated, then not later than the time when the affiliate transaction is publicly announced:

- (1) The LICENSEE shall notify the Airport Director of the fact of the initiation of the affiliate transaction.
- (2) If the affiliate transaction is initiated by the LICENSEE, the LICENSEE shall promptly provide to the Airport Director copies of all agreements, or written offers or proposals, made with respect to the transaction, and copies of all documents filed with federal authorities with respect to the transaction. If the affiliate transaction is initiated by some other person in respect of the LICENSEE, the LICENSEE shall promptly and continuously provide such documentation or other information regarding the transaction as may be available to the LICENSEE.
- (3) In addition to all other obligations of the LICENSEE, if the affiliate transaction involves the LICENSEE and any other person which then has a written agreement with the COUNTY to conduct regularly scheduled air service operations at the Airport, the LICENSEE shall promptly arrange to negotiate with the Airport Director regarding the terms and conditions upon which the Director would recommend consent by the Board of Supervisors to a Transfer of this LICENSE, or a Transfer of the written agreement(s) between the other person or entity involved in the affiliate transaction and the COUNTY.

Notwithstanding any other provision of this LICENSE, the LICENSE may be terminated by the COUNTY on thirty (30) days' notice to the LICENSEE without further obligation of the COUNTY, and without any liability of the COUNTY to the LICENSEE whatsoever, if:

- (4) The LICENSEE fails to comply with Paragraph C. of this Section; or if
- (5) The Airport Director fails to make a favorable recommendation to the Board of Supervisors regarding the Transfer within sixty (60) days after initiation and public announcement of the affiliate transaction, which contains terms and conditions agreed to by the LICENSEE and its affiliate(s); or if
- (6) The Board of Supervisors fails to consent to the Transfer on terms and conditions



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which have been accepted by the LICENSEE within thirty (30) days after receipt of the recommendations of the Airport Director.

C. **Bankruptcy Transaction.** If the LICENSEE assumes this LICENSE and proposes to assign the same pursuant to the provisions of the U.S. BANKRUPTCY CODE, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to COUNTY. The following information shall be provided to the COUNTY:

- (1) The name and address of proposed assignee;
- (2) All of the terms and conditions of such offer; and
- (3) Adequate assurance to the COUNTY of the proposed assignee's future performance under the LICENSE, including, without limitation, the assurance referred to in the U.S. BANKRUPTCY CODE, 11 U.S.C. §365(b)(3).

Any person or entity to which this LICENSE is assigned pursuant to the provisions of the U.S. BANKRUPTCY CODE, 11 U.S.C. §§101, *et seq.*, shall be deemed without further act or deed to have assumed all of the obligations arising under this LICENSE on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the COUNTY an instrument confirming such assumption.

E. **Non-Transferable Privileges.** Commuter Passenger Capacity authorized by Section 4.05 in this LICENSE and the Access Plan are not property interests of the LICENSEE and are non-transferable in any form, and as such, are not subject to sale, assignment, hypothecation, and transfer, by the LICENSEE under the terms of this Section. Any such attempted assignment, sale or other such attempted transfer of operations, privileges or Commuter Passenger Capacity is in violation of the public policy of the COUNTY and shall be void and shall constitute a breach and default of this LICENSE.

SECTION 7.02 SUCCESSORS IN INTEREST

Unless otherwise provided in this LICENSE, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto, all of whom shall be jointly and severally liable hereunder.

ARTICLE VIII TERMINATION AND DEFAULT

SECTION 8.01 TERMINATION OF PRIOR AGREEMENTS

It is mutually agreed that this LICENSE shall terminate and supersede any prior LICENSES or agreements between the parties hereto for the purpose of commercial air transportation and all related activities of the LICENSEE at the Airport.



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SECTION 8.02 TERMINATION FOR DEFAULT

The COUNTY may terminate this LICENSE and all of its obligations hereunder with or without prior notice to the LICENSEE and may exercise all rights of entry for default and breach, if the LICENSEE fails to perform on any of its obligations under this LICENSE including but not limited to the following:

- A. Payment of fees and/or charges and PFC's;
- B. A general assignment for the benefit of creditors and any Transfer without the prior written approval by the COUNTY;
- C. The issuance of any execution or attachment against the LICENSEE at the Airport that is undischarged within sixty (60) days of levy or seizure or if the LICENSED Premises are occupied by someone other than the LICENSEE;
- D. The voluntary vacation or abandonment by the LICENSEE of the conduct of air transportation business at the Airport;
- E. The violation by the LICENSEE of any of the terms of any insurance policy referred to in the LICENSE;
- F. If LICENSEE is found by the FAA, TSA, other government regulatory or successor agency to have violated specified safety standards in the conduct of the LICENSEE's business;
- G. The violation or breach of any provision of this LICENSE, Airport Rules and Regulations or the Access Plan;
- H. The violation of any written directions of the Airport Director;
- I. The appointment of a receiver to take possession of all, or substantially all, the assets of the LICENSEE located at the Airport.

Where applicable, and unless otherwise stated in this LICENSE, or by written notice, the LICENSEE shall have fifteen (15) calendar days to cure any notices of default prior to termination of this LICENSE.

SECTION 8.03 DISPOSITION OF ABANDONED PERSONAL PROPERTY

If the LICENSEE abandons or terminates its operation or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to the LICENSEE and left on the Airport fifteen (15) days after such event shall be deemed to have been transferred to the COUNTY. The COUNTY shall have the right to remove and to dispose of such property without liability therefor to the LICENSEE or to any person claiming under the LICENSEE and shall have no need to account therefor. Personal property left on the Airport after termination, expiration, or



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abandonment of the LICENSE shall not be construed as giving the LICENSEE possession of the Operating Area during the fifteen (15) days after termination, expiration or abandonment of the LICENSE.

ARTICLE IX SECURITY

SECTION 9.01 AIRPORT SECURITY

In addition to FAA, TSA and Airport security rules, regulations and plans, LICENSEE shall comply with all applicable security requirements of the United States Customs and Border Protection (USCBP), and all applicable federal, state and local regulations regarding airport security. LICENSEE is responsible for fines imposed by any regulatory agency as a result of LICENSEE's failure to comply with applicable rules and regulations regarding airport security.

LICENSEE shall be required to obtain airport security clearance in order to perform work under this LICENSE. LICENSEE, its employees and contractors must complete a background clearance Security Identification Display Area (SIDA) class in order to obtain an I.D. badge for access to secure areas and a driver's permit to drive on the airfield.

- A. **Local Security.** The LICENSEE shall be responsible for the security of gates or doors that are utilized in their commuter operations. Said gates and/or doors permitting entry to the restricted areas of the Airport shall be locked when not in use and/or under the LICENSEE's constant surveillance. The LICENSEE shall install such security equipment, including, but not limited to, video monitoring equipment, as may be required by the Airport Director to ensure compliance with all regulations of the FAA, TSA or other governmental agencies having jurisdiction over Airport security. The LICENSEE shall exercise control over any person or vehicle escorted by the LICENSEE onto restricted or secure areas of the Airport or issued an access badge by or at the request of the LICENSEE, and ensure the person or vehicle shall comply with all Airport security regulations.
- B. **Federal Security.** As of the date of this LICENSE, the TSA provides for all passenger and baggage screening conducted at the Airport. The LICENSEE may be required to provide assistance to TSA in their efforts to carry out its federal mandates. At some point during the term of this LICENSE, the Airport or another entity may be authorized to provide these security services in lieu of the TSA.
- C. **Penalties and Fines.** The LICENSEE shall promptly pay any penalties for which the LICENSEE is responsible. These penalties include but are not limited to, civil penalties or fines assessed against the Airport or LICENSEE, by the FAA, TSA or any other governmental agency for the violation of any security related laws, rules, policies or regulations at the Airport.
- D. **Badge Acquisition.** Prior to issuance of a security badge(s), designated LICENSEE personnel who will be working onsite, and engaged in the performance of work under this LICENSE, must pass Airport's screening requirements, which includes an F.B.I. Criminal



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History Records Check and a Security Threat Assessment, and shall pay any applicable fees. Upon successful completion of the background checks, LICENSEE designated personnel will be required to attend a 3-hour SIDA class and pass a written test. Those personnel who may be permitted by the Airport to drive on the Airport Operations Area (AOA) perimeter road must also complete a Driver's Training class and written test. Airport identification badges are not issued until designated LICENSEE personnel have: 1) completed appropriate application forms and submitted proof of identity and employment eligibility, 2) passed both background checks, 3) completed and passed appropriate classroom training and 4) paid an identification badge fee for each badged person. LICENSEE should anticipate a minimum of ten (10) business days to complete the security badge process if all requirements listed above are fulfilled by individual badge applicants in a timely manner. LICENSEE's designated personnel must successfully complete the badge acquisition process, unless other arrangements have been approved by the Airport. LICENSEE shall be responsible for all applicable fees and costs associated with the background checks and badging process. The amount of such fees is subject to change without notice.

- E. **Badge Holder Requirements and Responsibilities.** The Airport Security Plan (ASP) requires that each person issued an Airport security badge be made aware of his responsibilities regarding the privilege of access to restricted areas of the Airport.

LICENSEE and all LICENSEE personnel within an access-controlled area (AOA, SIDA, secured area or sterile area) are required to display on their person an Airport security badge, unless they are escorted by a properly badged individual with escort privileges. When working in a secure area, each badged person is responsible for challenging any individual who is not properly displaying an Airport issued or approved and valid I.D. badge. Any person who is not properly displaying or who cannot produce a valid Airport security badge must immediately be referred to the Sheriff's Department – Airport Police Services Office for proper handling.

The Airport security badge is the property of the County of Orange and must be returned upon termination of LICENSEE personnel employment and/or termination of the LICENSE. The loss of a badge shall be reported within 24 hours to the Sheriff's Department–Airport Police Services by calling (949) 252-5000. LICENSEE or LICENSEE personnel who lose their badges shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be posted in the airport Administration Office and is subject to change without notice. A report shall be made before a replacement badge will be issued.

The Airport security badge is nontransferable.

In the event that LICENSEE's badge is not returned to the Airport upon termination of LICENSEE personnel employment and/or termination of the LICENSE, the LICENSEE and/or LICENSEE personnel shall be liable to the County of Orange for a fine in the amount of \$250.00 per unreturned badge. The amount of the fine is subject to change without notice. LICENSEE's security deposit may be applied to cover the cost of the fine.



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ARTICLE X INSURANCE AND INDEMNITY

SECTION 10.01 INSURANCE

LICENSEE agrees to carry all required insurance at LICENSEE's expense and provide to the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this LICENSE have been complied with. LICENSEE shall keep such insurance coverage current, provide Certificates of Insurance and endorsements to the COUNTY during the entire term of this LICENSE.

LICENSEE agrees that LICENSEE shall not operate on the LICENSE Area at any time the required insurance is not in full force and effect as evidenced by a Certificate of Insurance and necessary endorsements or, in the interim, an official binder being in the possession of Airport Director. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Airport Director will only accept valid Certificates of Insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the LICENSE Area until such time as the Airport Director reinstates the LICENSE.

If LICENSEE fails to provide Airport Director with a valid Certificate of Insurance and endorsements, or binder at any time during the term of the LICENSE, COUNTY and LICENSEE agree that this shall constitute a material breach of the LICENSE. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the LICENSE Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the LICENSE Area until such time as Airport Director is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

LICENSEE may occupy the LICENSE Area only upon providing to County the required insurance stated herein and carry such insurance for the entire term of this LICENSE. County reserves the right to terminate this LICENSE at any time LICENSEE's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. LICENSEE shall pay COUNTY a fee of \$300.00 for processing the reinstatement of the LICENSE. LICENSEE shall provide to County immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of LICENSEE pursuant to this LICENSE shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the COUNTY from the LICENSEE under this LICENSE. It is the obligation



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of the LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the LICENSE Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this LICENSE and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee. The COUNTY reserves the right to require current audited financial reports from LICENSEE. If LICENSEE is self-insured, LICENSEE will indemnify and defend COUNTY for any and all claims resulting or arising from LICENSEE’s use of the LICENSE Area, services, or other performance in accordance with the indemnity provision stated in this LICENSE.

If the LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this LICENSE, the COUNTY may terminate this LICENSE.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Aviation General Liability (Including, but not limited to, General Liability, Passenger Legal Liability, Personal Injury, Contractual Liability, Premises, Products and Completed Operations, Hangarkeepers and liability for vehicles and Mobile equipment operated on restricted Airport premises)	\$250,000,000 per occurrence \$250,000,000 aggregate
Workers Compensation/Employers Liability	Statutory/ \$1,000,000 per occurrence
Pollution Liability	\$1,000,000 per claims-made or occurrence



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Coverages

Commercial Property Insurance on an “All Risk” or “Special Causes of Loss” Basis covering all contents and any tenant Improvements including Business Interruption/Loss of Rents with a 12-month limit

Minimum Limits

100% Replacement Cost with no coinsurance provision

Required Endorsements

The Aviation General and the Pollution Liability policies shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds. Blanket coverage may also be provided which will state- As Required by Written Agreement.
- 2) A primary and non-contributing endorsement evidencing that the LICENSEE’s insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees. Blanket coverage may also be provided which will state “As Required by Written Agreement.”

Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, LICENSEE, including the transportation of hazardous waste, hazardous materials, or contaminants.

If LICENSEE’s Pollution Liability policy is a claims-made policy, LICENSEE shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the LICENSEE.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of LICENSEE.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the LICENSE, LICENSEE must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination



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of the LICENSE. All insurance policies required by this LICENSE shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.

LICENSEE shall provide thirty (30) days prior written notice of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the LICENSE, upon which the County may suspend or terminate this LICENSE.

The Aviation General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by Airport Director. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this LICENSE may be cancelled.

COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this LICENSE. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not provide acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this LICENSE may be in breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this LICENSE, nor in any way to reduce the policy coverage and limits available from the insurer.

SECTION 10.02 INDEMNITY

LICENSEE agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by LICENSEE pursuant to this LICENSE. If judgment is entered against LICENSEE and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,



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LICENSEE and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

LICENSEE, at its own expense shall defend, indemnify and hold harmless the COUNTY, its agents, officers and employees from and against any claim, action or proceeding brought against the COUNTY, its agents, officers, and employees to attack, set aside, void or annul the COUNTY's approval of LICENSEE to operate as a Regularly Scheduled Commercial User at John Wayne Airport at a Fix-Based Operation location pursuant to this LICENSE. This includes, but is not limited to, any claim or challenge made pursuant to the California Environmental Quality Act, National Environmental Policy Act, the 1985 Settlement Agreement and its Amendments and the Access Plan. LICENSEE shall reimburse the COUNTY for any court costs and attorneys' fees that the COUNTY may be required to pay as a result of any claims, action or proceeding against the COUNTY. COUNTY shall have the right to approve any and all counsel retained by LICENSEE in said proceedings. COUNTY and LICENSEE shall cooperate in all aspects of the litigation and all litigation pleadings are subject to review, revision and approval by COUNTY's Office of County Counsel.

ARTICLE FEDERAL GRANT ASSURANCES AND REQUIREMENTS

SECTION 11.01 CIVIL RIGHTS AND NONDISCRIMINATION

- A. In all its activities within the scope of its airport program, the LICENSEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the LICENSEE transfers its obligation to another, the transferee is obligated in the same manner as the LICENSEE.

The above provision obligates the LICENSEE for the period during which the property is owned, used or possessed by the LICENSEE and the airport remains obligated to the Federal Aviation Administration.

- B. During the performance of this contract, the LICENSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "LICENSEE"), agrees as follows:
1. **Compliance with Regulations:** The LICENSEE (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.



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2. **Nondiscrimination:** The LICENSEE, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LICENSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the LICENSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the LICENSEE of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The LICENSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the LICENSEE will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a LICENSEE's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the LICENSEE under the contract until the LICENSEE complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The LICENSEE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The LICENSEE will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the LICENSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the LICENSEE may request



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- the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the LICENSEE may request the United States to enter into the litigation to protect the interests of the United States.
- C. LICENSEE, for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
- 1) In the event facilities are constructed, maintained or otherwise operated on the License Area for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, LICENSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - 2) No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the License Area.
 - 3) In the construction of any improvements on, over or under the License Area and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.
 - 4) LICENSEE will use the License Area in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- D. LICENSEE 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.
- E. During the performance of this contract, the LICENSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "LICENSEE") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 1) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 2) 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);



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- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 5) The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

In the event of breach of any of the above nondiscrimination covenants, the COUNTY shall have the right to terminate the License and to enter or re-enter and repossess said lands and the facilities thereon and hold the same as if said License had never been made or issued.



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SECTION 11.02 DEVELOPMENT/MAINTENANCE OF AIRPORT

The COUNTY reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the LICENSEE, and without interference or hindrance.

The COUNTY reserves the right, but shall not be obligated to the LICENSEE, 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 LICENSEE in this regard.

SECTION 11.03 LICENSE SUBORDINATE TO AGREEMENT WITH U.S.A.

This LICENSE shall be subordinate to the provisions and requirements of any existing or future agreement between COUNTY and the United States or any lawful requirement of the United States relative to the development, operation, or maintenance of the Airport.

SECTION 11.04 USE TO CONFORM WITH FEDERAL AVIATION REGULATIONS

The LICENSEE agrees that the LICENSEE's use of the Operating Area, including all construction thereon, shall conform to applicable Federal Aviation Regulations.

The LICENSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (as same may be amended from time to time or such other regulation replacing Part 77 as may be adopted by federal authority) prior to the construction of the improvements described herein and prior to the construction of any future structure or building upon the Airport or in the event of any planned modification or alteration of any present or future building or structure situated on the Airport.

SECTION 11.05 FEDERAL LAW PREEMPTION

Notwithstanding any provisions of this LICENSE, to the contrary and notwithstanding any provision of any other agreements, laws, or ordinances to the contrary, any requirement that is imposed on LICENSEE in this LICENSE or any local authorities shall not apply to LICENSEE to the extent that such requirement is or would otherwise be preempted by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. § 41713).

SECTION 11.06 NONEXCLUSIVE RIGHT

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct aeronautical activities or provide aeronautical services to the public as prohibited by 49 U.S.C. § 40103(e) and 47107(a)(4), as amended from time to time, and the COUNTY reserves the right to grant others the privilege and right of conducting any or all activities of an aeronautical nature.



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SECTION 11.07 RESERVATION OF AVIGATION EASEMENT

The COUNTY hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Operating Area, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport.

SECTION 11.08 HEIGHT LIMITATION OF STRUCTURES

The LICENSEE by accepting this LICENSE expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Operating Area (if any) which would penetrate the imaginary surfaces as defined in Part 77 of the Federal Aviation Regulations (as same may be amended from time to time or as such regulation replacing Part 77 may be adopted by federal authority) or such other lesser altitude as may be required by the COUNTY. In the event the aforesaid covenants are breached, the COUNTY reserves the right to enter upon the Operating Area and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the LICENSEE. The LICENSEE shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

SECTION 11.09 NONINTERFERENCE WITH AIRCRAFT

The LICENSEE by accepting this LICENSE agrees for itself, its successors and assigns that it will not make use of the Operating Area in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the COUNTY reserves the right to enter upon the Operating Area and hereby cause the abatement of such interference at the expense of the LICENSEE.

SECTION 11.10 WAR OR NATIONAL EMERGENCY

This LICENSE 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 Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

SECTION 11.11 RESERVED

SECTION 11.12 AMERICANS WITH DISABILITIES ACT

LICENSEE shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 ("ADA") in connection with: (a) the License Area or any portion thereof and its operations thereon, LICENSEE's furnishings, trade fixtures and equipment; (b) removing physical barriers; (c) providing auxiliary aids and services for use of LICENSEE's furnishings, trade fixtures and equipment, where necessary or required; and (d) modifying its policies, practices



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and procedures to comply with the ADA. LICENSEE shall develop a work plan to correct or avoid any violations or non-compliance with the ADA, and to address the processing of disability complaints. LICENSEE shall deliver to the COUNTY, upon the COUNTY's request, a copy of each report and work plan. The COUNTY's approval of or acceptance of any aspect of LICENSEE's activities under this LICENSE shall not be deemed or construed in any way as a representation that such item, activity of practice complies with the ADA. LICENSEE agrees to indemnify, defend, and hold the COUNTY harmless from and against any and all costs incurred by the COUNTY with respect to LICENSEE failure to comply with the ADA.

ARTICLE XII MISCELLANEOUS PROVISIONS

SECTION 12.01 TIME

Time is of the essence in this LICENSE.

SECTION 12.02 LICENSE ORGANIZATION

The various headings and numbers herein, the grouping of provisions of this LICENSE into separate sections and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

SECTION 12.03 AMENDMENTS

This LICENSE sets forth all of the agreements and understandings of the parties with regard to its subject matter and any modification must be written and properly executed by both parties.

SECTION 12.04 SIGNS

The LICENSEE agrees not to construct, maintain or allow any sign upon the Operating Area except as approved by the Airport Director. Unapproved signs, banners, flags, etc., may be removed by the Airport Director without prior notice to the LICENSEE.

SECTION 12.05 PERMITS AND LICENSES

The LICENSEE shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Operating Area as set out herein. No permit approval or consent given hereunder by the COUNTY in its governmental capacity shall affect or limit the LICENSEE's obligations hereunder, nor shall any approvals or consents given by the COUNTY as a party to this LICENSE, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

SECTION 12.06 RESERVED



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SECTION 12.07 TAXES AND ASSESSMENTS

This LICENSE may create a possessory interest under California law that is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) that become due and payable upon the Airport or upon fixtures, equipment or other property installed or constructed thereon, shall be the full responsibility of the LICENSEE, and the LICENSEE shall cause said taxes and assessments to be paid promptly.

SECTION 12.08 CIRCUMSTANCES WHICH EXCUSE PERFORMANCE

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section shall excuse the LICENSEE from the prompt payment of any Fees and Charges required of the LICENSEE except as may be expressly provided elsewhere in this LICENSE.

SECTION 12.09 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this LICENSE is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 12.10 WAIVER OF RIGHTS

The failure of the COUNTY or the LICENSEE to insist upon strict performance of any of the terms, covenants or conditions of this LICENSE shall not be deemed a waiver of any right or remedy that the COUNTY or the LICENSEE may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the LICENSE thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this LICENSE. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

SECTION 12.11 RESERVATIONS TO THE COUNTY

The Operating Area are accepted "as is" and the LICENSEE is subject to any and all existing easements and encumbrances. The COUNTY reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, Stormwater sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along the Operating Area or any part thereof; and to enter the Operating Area for any and all such purposes. The COUNTY also reserves the right to grant franchises, easements,



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rights of way and permits in, over, upon, through, across, under and along any and all of the Operating Area. No right reserved by the COUNTY in this Section shall be so exercised as to interfere unreasonably with the LICENSEE's operations hereunder or to impair the security of any secured creditor of the LICENSEE.

The COUNTY agrees that rights granted to third parties by reason of this Section shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. The COUNTY further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Operating Area by the LICENSEE, the LICENSEE shall only be entitled to a reduction in the Fees and Charges payable to the COUNTY during the period of interference, which shall be reduced in proportion to the interference with the LICENSEE's use of the Operating Area. The LICENSEE shall not be entitled to any other form of compensation.

SECTION 12.12 AUTHORITY OF THE LICENSEE

If the LICENSEE is a corporation, each individual executing this LICENSE on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this LICENSE on behalf of said corporation, in accordance with the by-laws of said corporation, and that LICENSE is binding upon said corporation.

SECTION 12.13 PUBLIC RECORDS

The LICENSEE understands that written information submitted to and/or obtained by the COUNTY from the LICENSEE related to this LICENSE and/or the Operating Area, either pursuant to this LICENSE or otherwise, may be open to inspection by the public pursuant to the CAL. Records Act (CAL. GOV. CODE §§7920, *et seq.*) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public.

SECTION 12.14 RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of lessor and tenant, and it is expressly understood and agreed that the COUNTY does not in any way or for any purpose become a partner of the LICENSEE in the conduct of the LICENSEE's business or otherwise, or a joint venturer with the LICENSEE; and the provisions of this LICENSE and the agreements relating to Fees and Charges payable hereunder are included solely for the purpose of providing a method by which Fees and Charges payments are to be measured and ascertained. This LICENSE is intended for the sole benefit of the parties hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.

SECTION 12.15 GOVERNING LAW AND VENUE

This LICENSE has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to



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enforce or interpret this LICENSE, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

SECTION 12.16 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this LICENSE, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

SECTION 12.17 NOTICES

All notices pursuant to this LICENSE shall be addressed to either party as set forth below and shall be sent through the United States Mail, in the State of California, duly registered or certified, return receipt requested with postage prepaid or by an overnight carrier service. If any notice is sent by an overnight carrier service, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof. Notwithstanding the above COUNTY may also provide notices to the LICENSEE by personal delivery or by regular mail postage prepaid and any such notice so given shall be deemed to have been given upon the date of personal delivery or three (3) days after the date of deposit in the United States Mail, respectively.

TO: COUNTY

John Wayne Airport
3160 Airway Avenue
Costa Mesa, CA 92626

TO: LICENSEE

Delux Public Charter, LLC, dba JSX Air
7201 Lemmon Ave.
Dallas, Texas 75209
Attention: Legal
legal@jsx.com
realestate@jsx.com

Either party hereto may from time to time, by written notice to the other in the method described above, designate a different address which shall be substituted for the one above specified.

[Signatures continue on following page]



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IN WITNESS WHEREOF, the parties have executed this LICENSE the day and year first above written.

DELUX PUBLIC CHARTER, LLC
dba JSX AIR

By: Alex Wilcox 2/18/2025
DocuSigned by: A266A419B98A424...

ALEX WILCOX, CEO and Founder

By: JEFFREY J. SIMMONS 2/18/2025
DocuSigned by: B0DC6F80E84D41E...

JEFF SIMMONS, CEO

APPROVED AS TO FORM:

County Counsel

By: Mark Sanchez 2/18/2025
DocuSigned by: 5EE66EC8DA7B48F...

APPROVED AS TO AUDIT AND ACCOUNTING:

Auditor-Controller

By: Vivian Luz Grzeszczak 2025
Signed by: 98187C051B2C443...

RECOMMENDED FOR APPROVAL:

John Wayne Airport

By: Charlene Reynolds 2/18/2025
Signed by: A1A526A921AF49F...

Charlene V. Reynolds

Airport Director

Signed and certified that a copy of this
document has been delivered to the Chair
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

COUNTY

COUNTY OF ORANGE

By: _____
Board of Supervisors

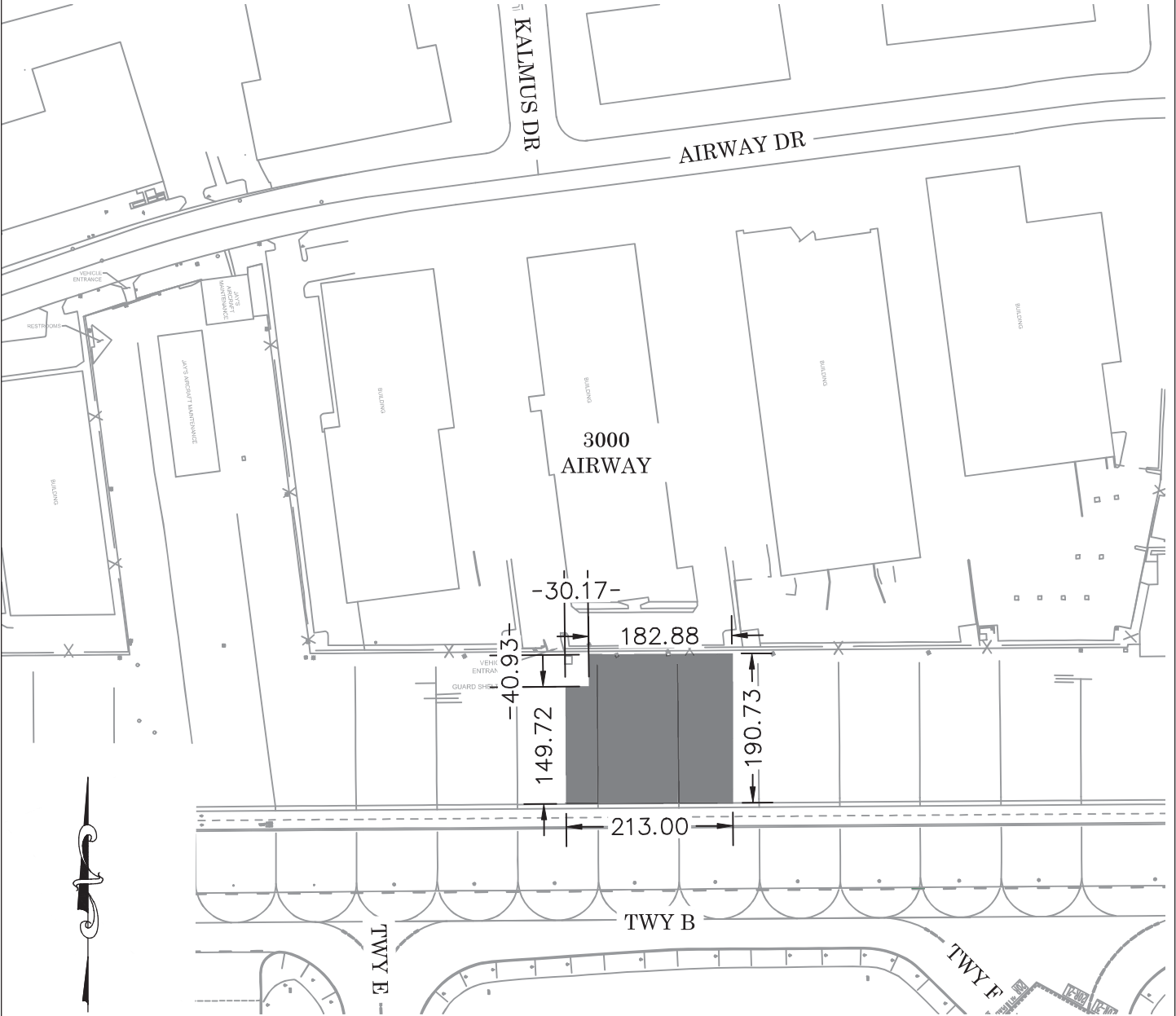
Robin Stieler Chair,
Clerk of the Board of Supervisors
of Orange County, California

EXHIBIT A


OPERATING AREA JAY'S LEASEHOLD

TOTAL SQUARE FOOTAGE FOR AREA SHOWN

IS 39,410 SQ FT



SCALE: 1"=200'

EXHIBIT A		COUNTY OF ORANGE OC PUBLIC WORKS/OC SURVEY/FIELD SERVICES		
<u>PURPOSE:</u> A GRAPHIC REPRESENTATION OF THE PROPOSED OPERATING AREA TO BE USED BY JSX. SQUARE FOOTAGE AND ALIGNMENT ESTABLISHED PER SURVEY REQUEST.		COMMUTER AIRLINE OPERATING LICENSE		
		DATE	11/26/2024	
		DRAWN BY:	J. KUHL, LSIT	
		CHECKED BY:	E. MEDINA, PLS	
		W.O. #	FILE NO.2024OCPW-JWA0007	SHEET 1 OF 1

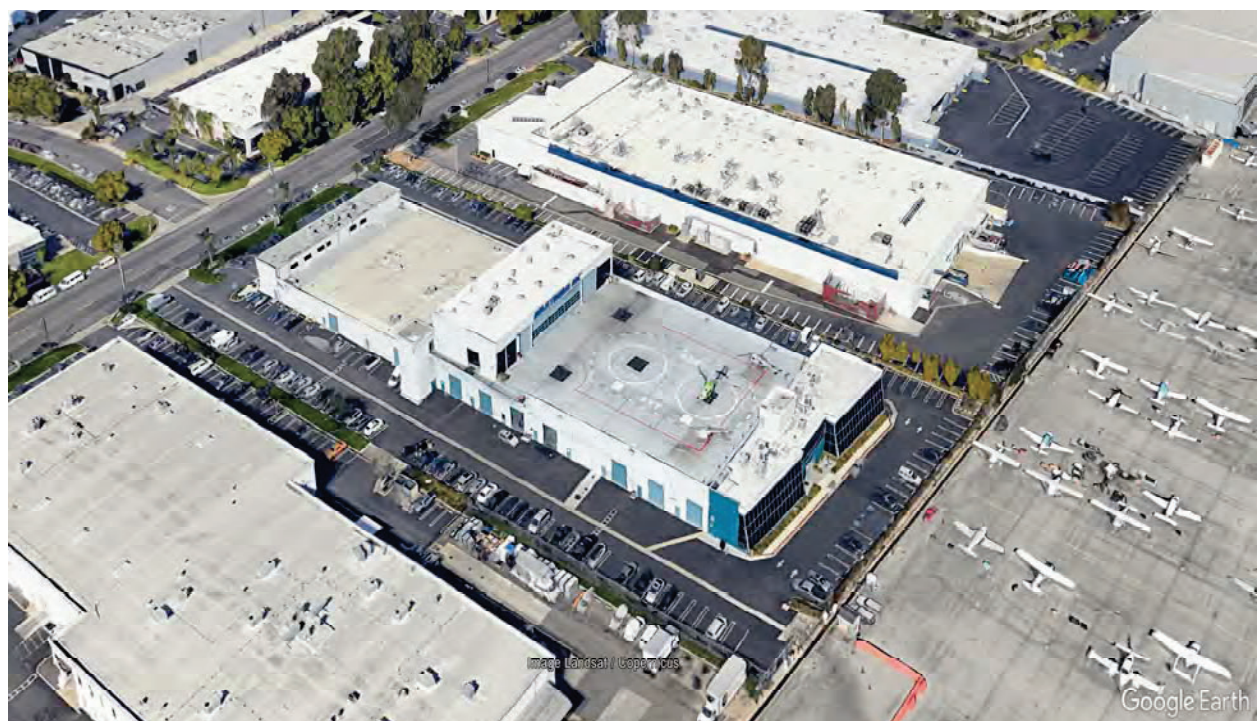
JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis

Prepared for:
County of Orange

February 13, 2025

Prepared by:
Stantec Consulting Inc.

Project/File:
2042703600



Stantec Consulting Services Inc.



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis

Disclaimer

The conclusions in the Report titled *JSX Airways Relocation at John Wayne Airport Traffic Impact Analysis* are Stantec's professional opinion, as of the time of the Report, and concerning the scope described in the Report.

Prepared by:



Eric Mazzella, TE



Maria Morris, AICP, PTP

Reviewed by:



Daryl Zerfass, TE, PTP

JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis

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JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
Executive Summary

Executive Summary

This report presents the findings of a traffic impact analysis conducted to determine the effects of the proposed relocation of JSX passenger operations and a related increase in passenger service levels at John Wayne Airport (JWA) in the County of Orange. This traffic impact analysis is prepared in support of the Project's environmental documentation under the California Environmental Quality Act (CEQA).

JWA is owned and operated by the County of Orange. A Settlement Agreement was originally entered into in 1985 with the latest amendment in 2014 (hereby referred to as the 2014 Settlement Agreement). The 2014 Settlement Agreement established a ceiling on commercial and general aviation capacity operations at JWA. An increase in passenger levels as presently proposed by JSX was included and part of the passenger levels previously analyzed in the 2014 Settlement Agreement Environmental Impact Report (EIR; SCH No. 2001111135) and the related 2017 General Aviation Improvement Program (GAIP) EIR (SCH No. 2017031072).

The analysis presented here will be utilized in determining whether the Proposed Project would result in potentially significant traffic-related impacts not previously identified in the prior EIR analyses prepared relative to the settlement agreement and GAIP.

Project Description

JSX is a public charter airline that currently operates out of JWA at a General Aviation (GA) terminal located at 19301 Campus Drive on the east side of the airport. JSX proposes to relocate its passenger area from the GA Terminal on the east side of the airport to an existing building located at 3000 Airway Avenue on the west side of the airport. JSX also proposes to increase the airline's annual number of passengers from the current approximately 95,000 annual passengers to approximately 197,000 annual passengers in 2030. The increase in passenger levels now requested by JSX was included as part of the passenger levels previously analyzed in the two referenced prior EIRs. In the event the requested increase is not granted in full and JSX operations remain unchanged or are approved to increase to a level less than the requested 197,000 annual passengers, traffic impacts associated with any such reduced operations would be less than identified in this analysis, which addresses the requested increase and maximum capacity that may be approved.

For purposes of the analysis presented here, the proposed relocation of JSX operations and the increase in passenger service levels are collectively referred to as the Project or Proposed Project. The Proposed Project is not expected to impact current or future commercial airline operations at JWA. However, a gradual increase in annual passengers may be required to make a full assessment.

Existing and Future Flight Operations

JSX currently services an average of six departing flights and six arriving flights daily. For purposes of this analysis, four new flights are estimated to occur during the critical 8:00 AM – 9:00 AM peak hour (an increase from no departing or arriving flights to two departing flights and two arriving flights), and two new



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
Executive Summary

flights are estimated to occur during the 5:00 PM – 6:00 PM peak hour (an increase from one to two departing flights and an increase from one to two arriving flights per peak hour). This is based on a physical constraint that limits the number of aircraft that can be accommodated at the proposed terminal location at any given time. Note that this is an estimate for traffic impact analysis purposes and the actual flight schedule may include fewer flights during the critical peak hours on certain days, though not more. A total of 23 flights per day (11 departing flights and 12 arriving flights), with an average of 23 to 24 passengers per flight would equate to the requested increase of approximately 197,000 annual passengers. This traffic impact analysis conservatively assumes the flights occurring during the AM and PM peak hours are at the maximum airplane capacity of 30 passengers per flight.

The Proposed Project is estimated to generate approximately 130 vehicle tripends during the AM peak hour, 130 vehicle tripends during the PM peak hour, and 800 average daily vehicle tripends once the requested increase to approximately 197,000 annual passengers is achieved. This represents an increase of approximately 2.1 times the volume of traffic generated by the current JSX operations at the present location (approximately 95,000 annual passengers).

Methodology and Performance Criteria

This report evaluates traffic conditions based on both existing and projected future JSX passenger levels at the west side of the airport. The Proposed Project is evaluated under existing conditions, opening year (2026) conditions, and horizon year (2030) conditions. The study area, which was determined based on where the Project could potentially have a measurable effect on traffic conditions, includes 13 intersections located on the west side of JWA in the City of Costa Mesa. Therefore, an impact analysis is carried out using the performance criteria utilized by the City of Costa Mesa and consistent with the previous EIRs.

An annual growth rate is applied to the existing counts to derive future year baseline conditions. The annual growth rate is based on the Orange County Transportation Analysis Model (OCTAM) Version 5 2019 base year and 2050 future year forecasts. The computed growth rate thereby addresses presently planned cumulative projects along with forecast future developments to ensure consistency with JWA's and other local jurisdictions long-range plans. Traffic related to JWA's General Aviation Improvement Program is also included in the future baseline conditions.

Because the analysis presented here is ultimately comparative in nature, that is, a comparison between the traffic impacts associated with the Proposed Project and the impacts previously analyzed and identified in the two prior EIRs, the methodology applied here is based on the metric utilized in the prior EIRs—intersection capacity utilization (ICU) and the level of service (LOS) metric.

Impact Analysis Results

ICU is the City of Costa Mesa's preferred methodology for evaluating a Project's transportation effect and is the methodology utilized for this analysis. The ICU and LOS for baseline conditions (i.e., conditions without the Project) are compared against the ICU and LOS for conditions with the Project. Based on the City's methodology, the Proposed Project would have a measurable transportation effect (i.e., significant



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
Executive Summary

impact) if the Project creates a new deficiency or increases the ICU value at an already deficient location, which is defined by the City of Costa Mesa as a location operating at LOS E or F conditions.

The impact analysis presented here concludes that all intersections in the study area would operate at LOS D or better with the Project for each study horizon scenario. Therefore, the Proposed Project would not cause an impact under existing plus Project conditions, opening year with Project conditions, or horizon year with Project conditions.

Parking Operations

As of January 2025, JSX is in negotiations with third-party valet providers to offer a valet parking service at the proposed terminal location (3000 Airway Avenue). The customer drop-off/pick-up location is proposed to be at the northeast corner of the terminal building. Vehicle flow would be instructed to enter at the northerly driveway and exit at the southerly driveway, and valets would utilize off-site parking lots leased from other property owners in the area. No customers would be transported to/from the off-site valet parking and storage area. The exact off-site parking areas that would be used by the valet is not known at this time.

JSX has indicated that approximately 15 parking spaces (located on the east side of the building) would be designated JSX employee parking. Similar to existing conditions, JSX would notify their customers during booking that there would be no self-parking available, and a valet parking service would be offered at a daily rate. JSX would also encourage their passengers to use other means of transportation that would not require parking a vehicle (i.e., rideshare, taxi).



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis**1 Introduction**

1 Introduction

This report presents the findings of a traffic impact analysis conducted to determine the effects of the proposed relocation of JSX operations at John Wayne Airport (JWA) in the County of Orange and a previously analyzed and approved corresponding increase in passenger service levels. This traffic impact analysis is prepared in support of the Project's environmental documentation under the California Environmental Quality Act (CEQA).

JWA is owned and operated by the County of Orange. A Settlement Agreement regarding passenger operational levels was originally entered into in 1985 and most recently amended in 2014 (hereby referred to as the 2014 Settlement Agreement). The 2014 Settlement Agreement established a ceiling on passenger capacity operations at JWA. An increase in passenger levels as presently proposed by JSX was included in and part of the passenger levels previously analyzed in the 2014 Settlement Agreement Environmental Impact Report (EIR) and the related 2017 General Aviation Improvement Program (GAIP) EIR.

The analysis presented here will be utilized in determining whether the Proposed Project would result in potentially significant traffic-related impacts not previously identified in the prior EIR analyses prepared relative to the settlement agreement and GAIP.

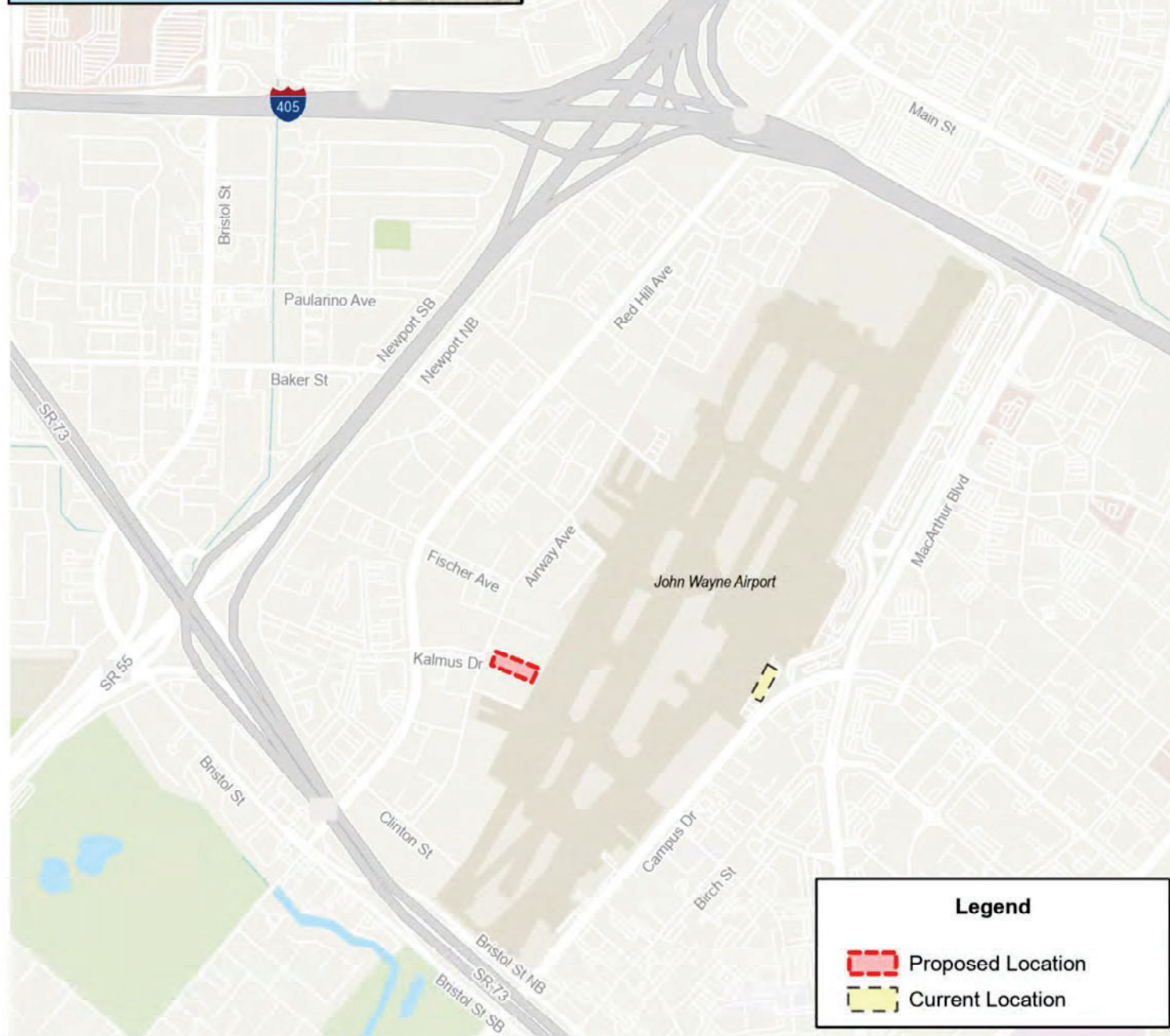
1.1 Project Description

JSX is a public charter airline that currently operates out of JWA at a General Aviation (GA) terminal located at 19301 Campus Drive on the east side of the airport. JSX proposes to relocate its passenger area from the GA Terminal on the east side of the airport to an existing building located at 3000 Airway Avenue on the west side of the airport (Project). Figure 1-1 shows the Project's current location and the proposed location. The Project also proposes to increase the airline's annual number of passengers from approximately 95,000 annual passengers currently to approximately 197,000 annual passengers. The increase in passenger levels now requested by JSX was included in and part of the passenger levels previously analyzed in the prior EIRs. The proposed relocation and increase in passenger services levels is collectively referred to herein as the Project or Proposed Project. Traffic conditions related to the proposed relocation without an increase in annual passengers (95,000) is discussed in Chapter 4.

This report evaluates future traffic conditions related to the proposed relocation of JSX operations to the west side of the airport and the associated increase in passenger levels. Future operations are discussed in Chapter 3 along with estimates of the Project's trip generation and trip distribution. The Proposed Project is not expected to impact current or future commercial airline operations at JWA. However, a gradual increase in annual passengers may be required to make a full assessment.



TRAFFIC IMPACT ANALYSIS



Legend

- Proposed Location
- Current Location

Figure 1-1

Project Location Map

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1.2



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis**1 Introduction**

1.2 Methodology

The scenarios analyzed in this traffic impact analysis are as follows:

- Existing Conditions
- Existing Conditions with Project
- Opening Year (2026) Conditions without the Project
- Opening Year (2026) Conditions with Project
- Horizon Year (2030) Conditions without the Project
- Horizon Year (2030) Conditions with Project

The existing conditions analysis uses vehicle traffic counts collected throughout the study area in January 2025 and supplemented with traffic counts from March 2024 at three locations where 2025 counts were not available.

JSX's existing flight schedule is used as the basis for deriving an estimate of future flights that would operate out of the west side of the airport under Opening Year and Horizon Year conditions. To conduct the analysis presented here, additional flights are added onto the existing schedule as the airline plans to increase the numbers of passengers from the current approximately 95,000 annual passengers to approximately 197,000 annual passengers in 2030. An estimate of the average number of flights in a day and the maximum number of flights departing and arriving in the peak hours are discussed in Chapter 3.

For Opening Year and Horizon Year conditions, an annual growth rate is applied to the existing traffic counts to derive future year baseline conditions. The annual growth rate is based on the Orange County Transportation Analysis Model (OCTAM) Version 5. OCTAM is a windowed subarea model of the Southern California Association of Governments (SCAG) Transportation Model and is regularly maintained and updated by the Orange County Transportation Authority (OCTA) with the latest demographic forecasts for Orange County and the SCAG region. The computed growth rate thereby addresses current planned cumulative projects along with forecasted future developments and ensures consistency with JWA's and other local jurisdictions long-range plans. Traffic related to JWA's General Aviation Improvement Program is also included in the future baseline conditions.

1.3 Study Area

The study area includes intersections where the Project could potentially have a measurable effect on traffic conditions and consists of 13 intersections that are evaluated for impacts. Table 1-1 lists the study area intersections and Figure 1-2 illustrates the locations.



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis**1 Introduction***Table 1-1. Study Area Intersections*

Intersection	Control Type
1. Airway Avenue & Baker Street	All-Way Stop
2. Airway Avenue & Fischer Avenue	One-Leg Stop
3. Airway Avenue & Kalmus Drive	One-Leg Stop
4. Red Hill Avenue & Baker Street	Signal
5. Red Hill Avenue & Fischer Avenue	Two-Leg Stop
6. Red Hill Avenue & Kalmus Drive	Signal
7. Red Hill Avenue & Clinton Street	Two-Leg Stop
8. Red Hill Avenue & Bristol Street	Signal
9. Newport Boulevard (NB) & Baker Street	Signal
10. Newport Boulevard (SB) & Baker Street	Signal
11. Newport Boulevard (NB) & Baker Street	Signal
12. Newport Boulevard (SB) & Baker Street	Signal
13. Red Hill Avenue & Paularino Avenue	Signal

1.4 Performance Criteria

Standard practice for a traffic impact analysis is to evaluate a Project's impact on the surrounding roadway system during the AM peak hour (typically between 7:00 AM to 9:00 AM) and during the PM peak hour (typically between 4:00 PM to 6:00 PM), when commuter traffic is at its peak.

The peak hour intersection analysis is consistent with traffic analysis methodologies used by the neighboring local jurisdictions, the City of Costa Mesa and the City of Irvine. Trips generated by the Project are distributed to the local circulation system and potential intersection impacts are identified by comparing conditions without the Project to conditions with the Project. If the Project causes an intersection to become deficient or worsens an already deficient location, the impact criteria is applied to the incremental change to determine if the Project is required to implement improvements, i.e., would result in a significant impact under CEQA's LOS metric applied in the prior EIR analyses.

The Intersection Capacity Utilization (ICU) methodology is the peak hour performance measure used in this analysis for the purpose of determining impacts. The ICU methodology utilizes the capacity of the roadway (based on the lane geometry) and the volume of vehicles using the roadway, to generate an ICU value that corresponds with a level of service (LOS). Traffic LOS is designated "A" through "F" with LOS A representing free flow conditions and LOS F representing severe traffic congestion.



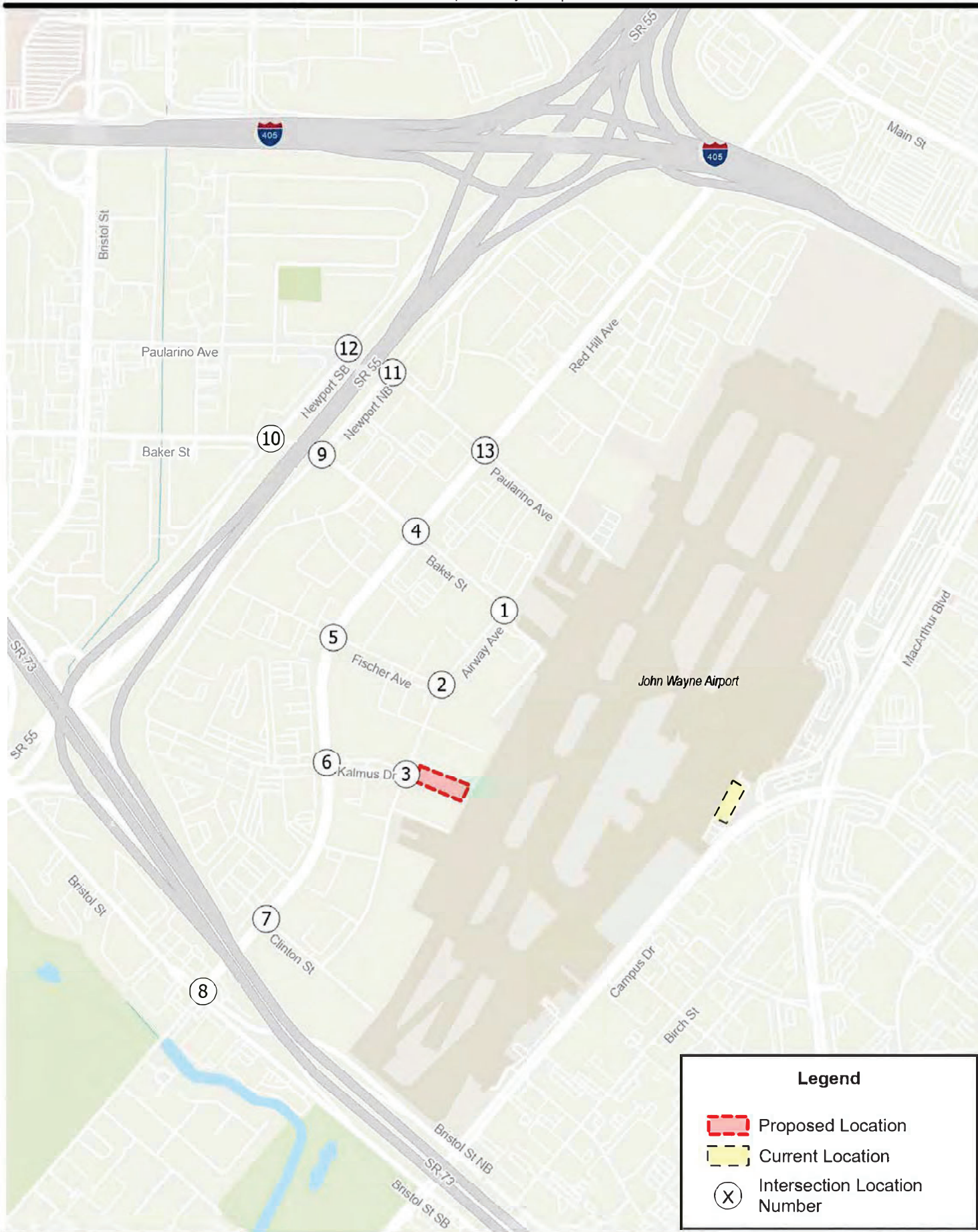


Figure 1-2
Study Area Intersection Location Map
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1.5

JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis**1 Introduction**

The ICU values and corresponding LOS is shown in Table 1-2.

Table 1-2. ICU and LOS Equivalencies

ICU	LOS
0 – 0.60	A
0.61 – 0.70	B
0.71 – 0.80	C
0.81 – 0.90	D
0.91 – 1.00	E
> 1.00	F

The City of Costa Mesa uses LOS D as an acceptable LOS performance (ICU not to exceed 0.91).

Table 1-3 summarizes the performance criteria used by the City of Costa Mesa.

Table 1-3. Performance Criteria

Project Development Size	Intersection Condition	ICU Increase	Required Improvements
Project generating 50 or more peak hour trip ends	LOS D or better	N/A	No Improvements required
	Deficient (LOS E or worse)	Less than a 1% increase	Payment of development fee
	Deficient (LOS E or worse)	1% or greater	Payment of development fee and improvement to be constructed by Project

ICU = Intersection Capacity Utilization

Source: City of Costa Mesa TIA Guidelines, 2020

1.5 References

1. Final Environmental Impact Report No. 617 John Wayne Airport Settlement Agreement Amendment, SCH No. 2001111135, County of Orange, May 2014.
2. John Wayne Airport Transportation Impact Analysis Report, Fehr & Peers, April 2014.
3. Final Program Environmental Impact report 627 John Wayne Airport General Aviation Improvement Program, SCH No. 2017031072, County of Orange, 2018.
4. John Wayne Airport General Aviation Improvement Program Traffic Impact Analysis, Austin Transportation Consulting, April 2018.
5. City of Costa Mesa Transportation Impact Analysis (TIA) Guidelines, City of Costa Mesa, October 2020.
6. Orange County Transportation Analysis Model Version 5, Orange County Transportation Authority, 2024.



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis

1 Introduction

7. John Wayne Airport Survey 2022 Report, Phoenix MarketCast for John Wayne Airport, 2022.
8. John Wayne Airport Survey 2019 Report, Phoenix MarketCast for John Wayne Airport, 2019.
9. John Wayne Airport Survey 2017 Report, Phoenix MarketCast for John Wayne Airport, 2017.



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis

2 Transportation Setting

2 Transportation Setting

This chapter summarizes the existing transportation setting for the Project. Existing traffic volumes and LOS are discussed, and existing flight operations and passenger levels are described.

2.1 Existing Conditions Peak Hour Volumes

The existing conditions analysis uses vehicle traffic counts collected throughout the study area in January 2025 and supplemented with counts from March 2024 at three locations where 2025 counts were not available. The existing intersection lane configurations at the study area intersections are shown in Figure 2-1. Intersection turning volumes are shown in Figure 2-2 and Figure 2-3 for the AM peak hour and the PM peak hour, respectively.

2.2 Existing Conditions LOS Summary

As previously noted, the ICU methodology is the City of Costa Mesa’s preferred procedure for assessing the peak hour LOS at an intersection for a traffic impact analysis. The ICU and LOS for existing conditions are shown in Table 2-1. As shown, all study area intersections currently operate at acceptable LOS C conditions or better.

Table 2-1. LOS Summary – Existing Conditions

Intersection	Existing			
	AM Peak Hour		PM Peak Hour	
	ICU	LOS	ICU	LOS
1. Airway Ave & Baker St	0.26	A	0.21	A
2. Airway Ave & Fischer Ave	0.39	A	0.15	A
3. Airway Ave & Kalmus Dr	0.21	A	0.15	A
4. Red Hill Ave & Baker St	0.42	A	0.52	A
5. Red Hill Ave & Fischer Ave	0.38	A	0.44	A
6. Red Hill Ave & Kalmus Dr	0.41	A	0.45	A
7. Red Hill Ave & Clinton St	0.44	A	0.45	A
8. Red Hill Ave & Bristol St	0.53	A	0.50	A
9. Newport Blvd NB & Baker St	0.61	B	0.63	B
10. Newport Blvd SB & Baker St	0.59	A	0.66	B
11. Newport Blvd NB & Paularino Ave	0.74	C	0.72	C
12. Newport Blvd SB & Paularino Ave	0.77	C	0.62	B
13. Red Hill Ave & Paularino Ave	0.49	A	0.54	A



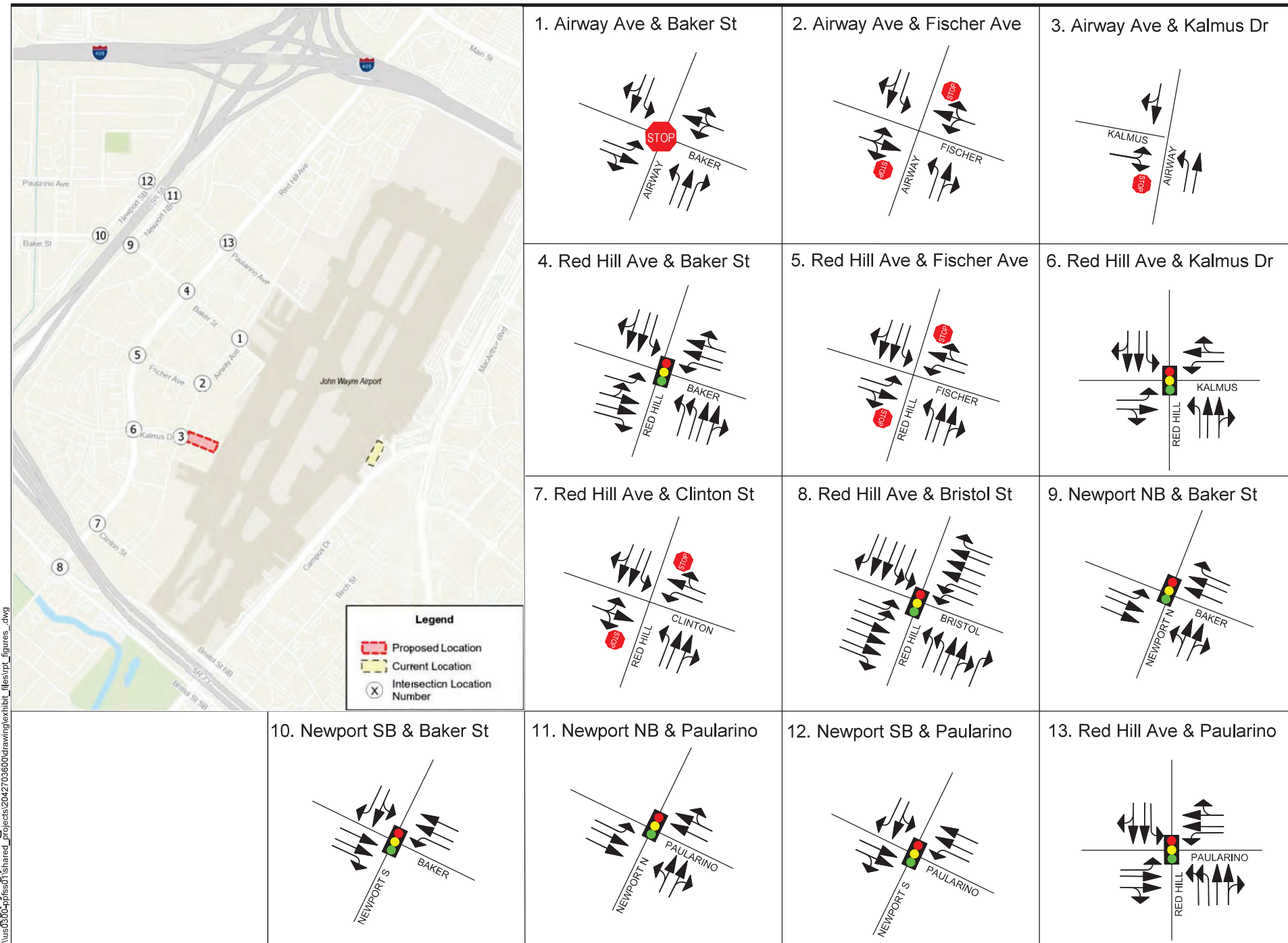


Figure 2-1

Existing Intersection Lane Configurations



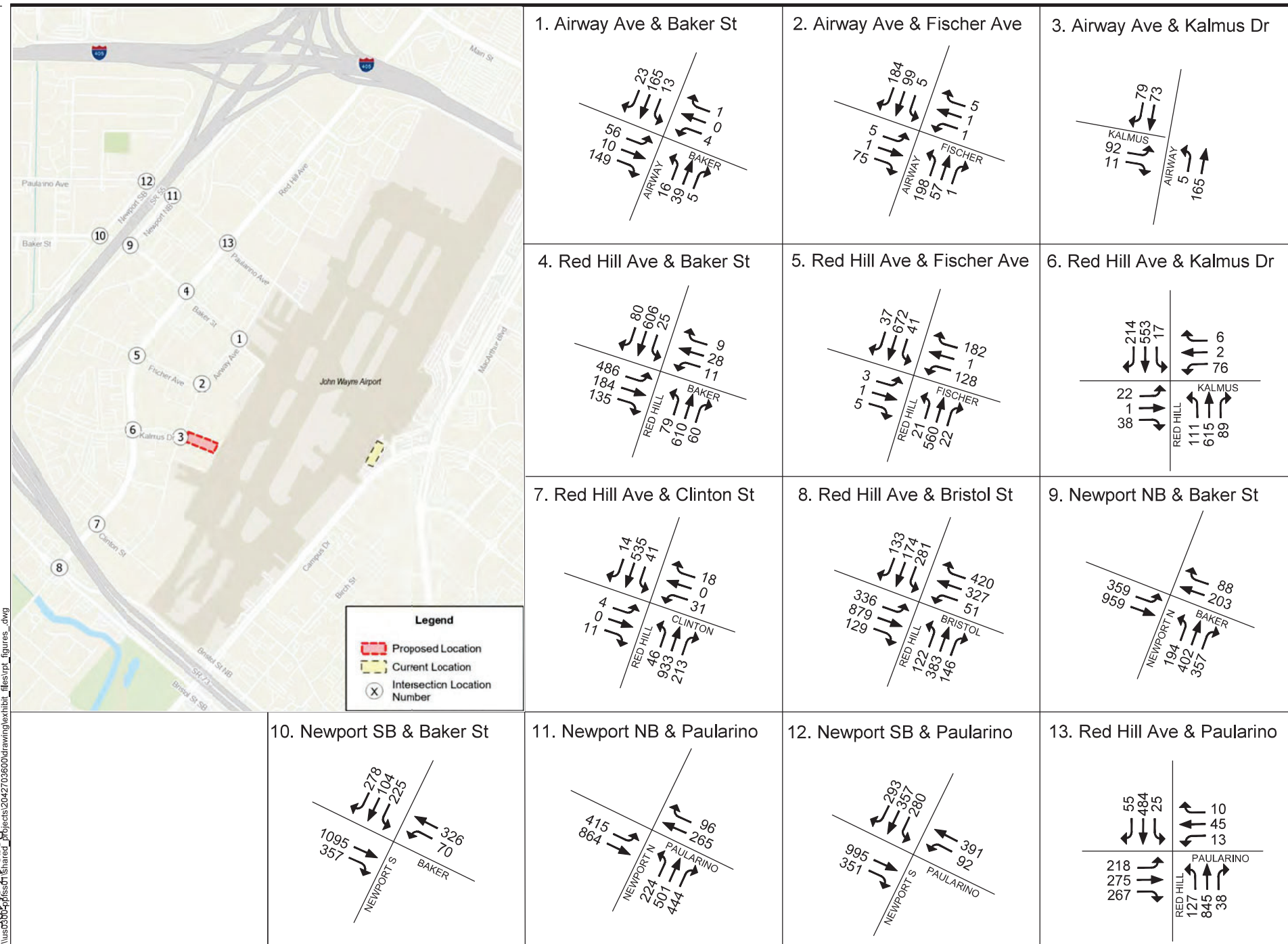


Figure 2-2

AM Peak Hour Intersection Turning Volumes - Existing Conditions



Figure 2-3

PM Peak Hour Intersection Turning Volumes - Existing Conditions

JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
2 Transportation Setting

2.3 Existing and Future Flight Operations

JSX currently services eight departures and eight arrivals on Fridays and Sundays, seven departures and seven arrivals on Mondays and Thursdays, five arrivals and five departures on Saturdays, and three departures and three arrivals on Tuesdays and Wednesdays, for an average of six departing flights and six arriving flights daily. The current flight schedule from the JSX website is summarized in Table 2-1. As shown on the table, the days with the most flights are Monday, Thursday, Friday, and Sunday. Table 2-1 shows that there is about one departure and one arrival per hour (i.e., no concurrent boardings or deplaning). While overall operations occur between 6:00 AM – 9:30 PM, the first arrival and departure occur after 9:00 AM and the last arrival and departure occurs before 8:00 PM.

Table 2-1. Current JSX Flight Schedule (January 2025)

Type	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Departures	9:40	--	--	9:40	9:40	9:40	9:40
	10:00	--	--	10:00	10:00	--	10:00
	--	--	--	--	--	11:50	--
	12:05	--	--	12:05	12:05	--	12:05
	12:55	12:55	12:55	12:55	12:55	--	12:55
	--	--	--	--	--	1:05	--
	2:05	--	--	2:05	2:05	--	2:05
	2:55	2:55	2:55	2:55	2:55	2:55	2:55
	--	--	--	4:45	4:45	4:45	4:45
	7:45	7:45	7:45	--	7:45	--	7:45
Arrivals	9:10	--	--	9:10	9:10	9:10	9:10
	11:35	--	--	11:35	11:35	--	11:35
	12:25	12:25	12:25	12:25	12:25	12:25	12:25
	1:30	--	--	1:30	1:30	--	1:30
	2:25	2:25	2:25	2:25	2:25	2:25	2:25
	4:15	--	--	4:15	4:15	4:15	4:15
	5:25	--	--	5:25	5:25	--	5:25
	--	7:15	7:15	--	7:15	7:15	7:15
Total Departures	7	3	3	7	8	5	8
Total Arrivals	7	3	3	7	8	5	8

Flight schedule for Monday, January 6, 2025, to Sunday, January 12, 2025.



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis **2 Transportation Setting**

The airline's current annual number of passengers is approximately 95,000. JSX uses ERJ 135 and ERJ 145 regional jet aircrafts that are configured to carry up to 30 passengers. Based on the number of current flights shown in Table 2-1 and the airline's current annual number of passengers of 95,000, it is estimated that each flight currently carries approximately 22-23 passengers on average. An estimate of the current annual number of passengers based on the current flight schedule is shown in Table 2-2.

Table 2-2. Existing Annual Passengers Estimate (January 2025)

Category	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Week	Total Year (x52)	Total Year (Arrival + Departure)
Total Departures	7	3	3	7	8	5	8	41	2,132	
Total Arrivals	7	3	3	7	8	5	8	41	2,132	
Total Flights										4,264
Estimated Departing Passengers	154	63	63	154	184	110	184	912	47,424	
Estimated Arriving Passengers	154	63	63	154	184	110	184	912	47,424	
Total										94,848

Assumes 23 passengers per flight on Friday and Sunday and 22 passengers per flight on Monday, Tuesday, Wednesday, Thursday, and Saturday.

Table 2-3 summarizes the existing number of arrivals and departures during an average day, based on the existing flight schedule shown in the previously referenced Table 2-1, and also shows an estimate of the proposed additional/new flights (Future Conditions) that would be added to the 8:00 AM – 9:00 AM peak hour and 5:00 PM – 6:00 PM peak hour. As shown in Table 2-3, under the Proposed Project an average of seven flights (arrivals and departures) would be added during the AM and PM peak hours. Note that this is an estimate derived for traffic impact analysis purposes and the actual flight schedule would be subject to change by JSX.

The daily total of 23 flights, with an average of 23-24 passengers per flight, would result in approximately 197,000 annual passengers. As a worst-case scenario, this traffic impact analysis assumes the flights during the AM peak hour and PM peak hour would be at maximum capacity (i.e., 30 passengers). (Note: As previously stated, the increase in annual passenger levels to 197,000 now requested by JSX was previously included and analyzed as part of the passenger levels analyzed in the 2014 Settlement Agreement EIR.)



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
2 Transportation Setting*Table 2-3. Existing and Proposed Arrivals and Departures on an Average Day*

Time	Existing Conditions		Future Conditions*	
	Arrival	Departure	Arrival	Departure
6:00 AM - 7:00 AM	0	0	0	0
7:00 AM - 8:00 AM	0	0	0	0
8:00 AM - 9:00 AM (Vehicle AM Peak)	0	0	2	2
9:00 AM - 10:00 AM	1	2	1	2
10:00 AM - 11:00 AM	0	0	0	0
11:00 AM - 2:00 PM	1	0	1	0
12:00 PM - 1:00 PM	1	2	1	2
1:00 PM - 2:00 PM	1	0	1	0
2:00 PM - 3:00 PM	1	2	1	2
3:00 PM - 4:00 PM	0	0	0	0
4:00 PM - 5:00 PM	1	1	1	1
5:00 PM - 6:00 PM (Vehicle PM Peak)	1	0	2	2
6:00 PM - 7:00 PM	0	0	0	0
7:00 PM - 8:00 PM	1	1	1	1
8:00 PM - 9:00 PM	0	0	0	0
9:00 PM - 10:00 PM	0	0	0	0
Total	8	8	11	12

* Actual flight schedule is subject to change by JSX. Twenty-three flights daily with an average of 23-24 passengers would result in approximately 197,000 annual passengers.

The information described above is used to estimate the Project's trip generation described in Chapter 3.



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
3 Project Traffic Characteristics

3 Project Traffic Characteristics

This chapter discusses the estimated Project trip generation and the distribution of the Project trips to the surrounding circulation system.

3.1 Proposed Future Operations

The existing JSX terminal operations described in Section 2.3 are proposed to be relocated to 3000 Airway Avenue on the west side of the airport. In addition, the Project proposes to increase the annual number of passengers from approximately 95,000 currently to approximately 197,000. The increase in passengers could be from additional flights, additional passengers on each flight (up to 30 passengers per flight), or a combination thereof. As previously noted, the increase in passenger levels now requested by JSX was included and part of the passenger levels previously analyzed in the 2014 Settlement Agreement EIR and the 2017 GAIP EIR.

Since the future flight schedule is not available at this time, this traffic analysis assumes the following, based on current JSX operations and traffic engineering judgment:

- Each aircraft would carry an average of 23-24 passengers, but the maximum of 30 passengers would be assumed during the AM peak hour and PM peak hour, thereby presenting a conservative “worse case” analysis.
- There are currently no concurrent flights, and this analysis assumes there would not be concurrent flights in the future. There could be a maximum of two departing flights and two arriving flights within an hour period for future year operations. The maximum number of flights within the hour is based on the physical constraints of how many aircraft can fit at the new terminal location.
- New flights would be added during the AM peak hour and the PM peak hour (for a total of four during the AM peak hour and four during the PM peak hour).
- Future operations would have an average of 23 total combined departing and arriving flights in a day, consistent with 197,000 annual passengers.

Table 2-1 summarizes the maximum number of flights that would occur during the vehicle travel peak hours and the corresponding maximum number of passengers.



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis

3 Project Traffic Characteristics

Table 3-1. Estimate of Future Flights and Passenger Arrivals and Departures During the Vehicle Peak Hours Based on Increase to 197,000 Annual Passengers

Time	Future Flights (Maximum)*		Future Passengers (Maximum)**	
	Arrival	Departure	Arrival	Departure
8:00AM – 9:00AM (Vehicle AM Peak)	2	2	60	60
5:00PM – 6:00PM (Vehicle PM Peak)	2	2	60	60

*The maximum number of flights within the hour is based on the physical constraints of how many aircrafts can fit at JSX's terminal.

**Assumes 30 passengers per flight

An estimate of average vehicle occupancy (AVO) for passengers with departing and arriving flights are shown in Table 2-2. As shown, based on a recent JWA passenger survey and typical area travel patterns, this study estimates a passenger AVO of 1.5.

Table 3-2. Average Vehicle Occupancy Estimate

Category	%*	Number of vehicles arriving for a departing flight**	Average Vehicle Occupancy***
Traveling Alone	30%	9	1
Traveling with one other passenger	70%	11	2
Total	--	20	1.5

* Traveling alone percentage is based on the John Wayne Airport Passenger Survey 2022 for passengers with primary purpose of trip is business and school/education. Traveling with other passengers is based on the percentage of pleasure/leisure, personal, and other trip types from the same survey.

** Based on 30 passengers per flight

*** Excludes driver when using drop-off/pick-up service.

Table 2-3 summarizes the resulting estimate of the number of vehicles that would use valet parking and the number of vehicles that would arrive to the Project for passenger drop-off and pick-up. Note that JSX would inform their passengers during booking that there would be no on-site parking available except for parking by valet service and JSX would encourage passenger drop-offs/pick-ups (i.e., Uber/Lyft services, taxi, friend or relative).



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
3 Project Traffic Characteristics*Table 3-3. Passenger to Vehicles Conversion*

Category	Full Flight	2 Full Flights (Peak hour)	Daily Departing	Daily Arriving
Passengers	30	60	330	360
Average Vehicle Occupancy	1.5	1.5	1.5	1.5
Vehicles per departing flight	20	40	220	240
Vehicles using valet parking	7	13	73	79
Vehicles dropping-off passengers	13	26	147	161

Assumes 1/3 of vehicles would use valet parking and 2/3 of vehicles would be from passenger drop-off/pick-up. Estimates are based on the John Wayne Airport Passenger Survey 2022 for passengers who selected their transportation to the airport as "private auto, drive" and "rental car" (30%) and "dropped off, rideshare, shuttle, taxi, limousine, other" (70%).

3.2 Trip Generation

The Project's vehicle trip generation is estimated using the number of flights during the peak hours (see previously referenced Table 3-1). Arriving flights generate outbound vehicle tripends that would exit the Project site onto the surrounding roadway system. Departing flights generate inbound vehicle tripends that would enter the Project site from the surrounding roadway system. As shown in Table 3-4, the Project is estimated to generate approximately 130 tripends during each of the AM and PM peak hours and approximately 800 average daily tripends.

3.3 Trip Distribution

The Proposed Project's trip distribution is shown in Figure 3-1. To estimate the Project's trip distribution, existing travel patterns to JSX's current location at the east side of JWA was estimated using the Replica Places activity-based travel model. The trips were then manually rerouted to the proposed location on the west side of the airport using online navigation tools such as Google Maps to identify the most likely routes. By using this two-step approach, the resulting trip distribution accurately takes into account actual travel patterns to the existing JSX terminal and subsequently re-routes those same trips to the proposed location.

The Replica Places model estimates the proportion of trips going to and coming from the different parts of the region. Replica is an activity-based travel model that is used by many planning authorities throughout the United States. Replica Places models activity in the built environment based on a synthetic population that is generated using census and consumer marketing data. The Replica Places model simulates the complete activities and movements of residents, visitors, and commercial vehicles in a region on a typical day of a given season. Replica Places is a high-fidelity activity-based travel model, with data outputs down to the network-link level. The output of each Replica Places model is a complete, disaggregate trip and population table for an average weekday and weekend of the subject season in the selected region. Each row of data in the simulation output reflects a single trip, with characteristics about both the trip (e.g., origin, destination, mode, purpose, routing, duration) and trip taker (e.g., age, race/ethnicity, income, home location, work).



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis

3 Project Traffic Characteristics

Table 3-4. Project Trip Generation

Category	AM Peak Hour			PM Peak Hour			Daily		
	IB	OB	Total	IB	OB	Total	IB	OB	Total
Passenger Vehicles that use Valet Parking Service									
Departing flights									
Vehicles using valet parking	13	0*	13	13	0*	13	73	0	73
Valet personnel parking cars*	--	13	--	--	13	--	--	--	--
Arriving Flights									
Vehicles using valet parking	0*	13	13	0*	13	13	0	79	79
Valet personnel picking up cars*	13	--	--	13	--	--	--	--	--
Passenger Vehicles that select Drop-Off									
Departing flights									
Passenger Drop-Off Vehicle	26	26	52	26	26	52	147	147	294
Arriving Flights									
Passenger Drop-Off Vehicle	26	26	52	26	26	52	161	161	322
Combined Valet Parking Service and Drop-Off									
Departing flights									
Vehicles	39	26	65	39	26	65	220	147	367
Arriving Flights									
Vehicles	26	39	65	26	39	65	161	240	401
Total									
Total	65	65	130	65	65	130	381	387	768
Employees**									
Employees**	--	--	--	--	--	--	12	12	24
Crew***									
Crew***	--	--	--	--	--	--	6	6	12
Total Daily Tripend									
Total Daily Tripend	--	--	--	--	--	--	399	405	804

* Tripend from valet personnel exiting/entering the Project site to/from an off-site parking lot. The off-site lot used by valet has not been identified by JSX at this time but is anticipated to be near the Project. Those trips are not included in the total trip generation since they are anticipated to remain local and would not have the same trip distribution as the vehicles from the passengers.

** Assumes 4-7 employees are typically present at the terminal at a single time and there are approximately 12 employees daily with staggered schedules. In the AM peak hour there are typically 4 employees at the terminal and 7 employees in the PM peak hour. Employees are assumed to arrive before the peak hours and depart after the peak hours.

*** Assumes each flight has 3 crew members (2 pilots and 1 flight attendant). Analysis assumes there are 2 crew shifts: AM shift and PM shift. Crew members are assumed to arrive before the peak hours and depart after the peak hours.





Source: Replica Places select link filter and refinements by Stantec.



Figure 3-1

Project Trip Distribution

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3.5

JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
3 Project Traffic Characteristics

For this analysis, a select link analysis was carried out using the Replica Places model that estimated the origin and destination of trips to the JWA area, specifically Campus Drive at the current JSX terminal. As previously noted, the trip routes were then manually rerouted to the proposed location on the west side of the airport using online navigation tools such as Google Maps to identify the most likely routes.

The resulting Project trip distribution is shown in the previously referenced Figure 3-1, which depicts both AM and PM peak hour Project trips combined. The trip distribution shows that approximately 23% of the tripends are forecast to utilize the I-405 west of SR 55 to access and depart the Project site, approximately 20% of the tripends are forecast to utilize the I-405 east of SR 55 to access and depart the Project site, approximately 16% are forecast to utilize the SR 55 south of the Project site, approximately 9% are forecast to utilize the SR 55 north of I-405 to access and depart the Project site, approximately 5% are forecast to utilize SR 73 southeast of the Project site, approximately 18% are forecast to utilize Irvine Avenue, approximately 2% are forecast to utilize Santa Ana Ave, and approximately 7% are forecast to use Red Hill Avenue.

The resulting Project trips during the AM and PM peak hours is shown in Figure 3-2.



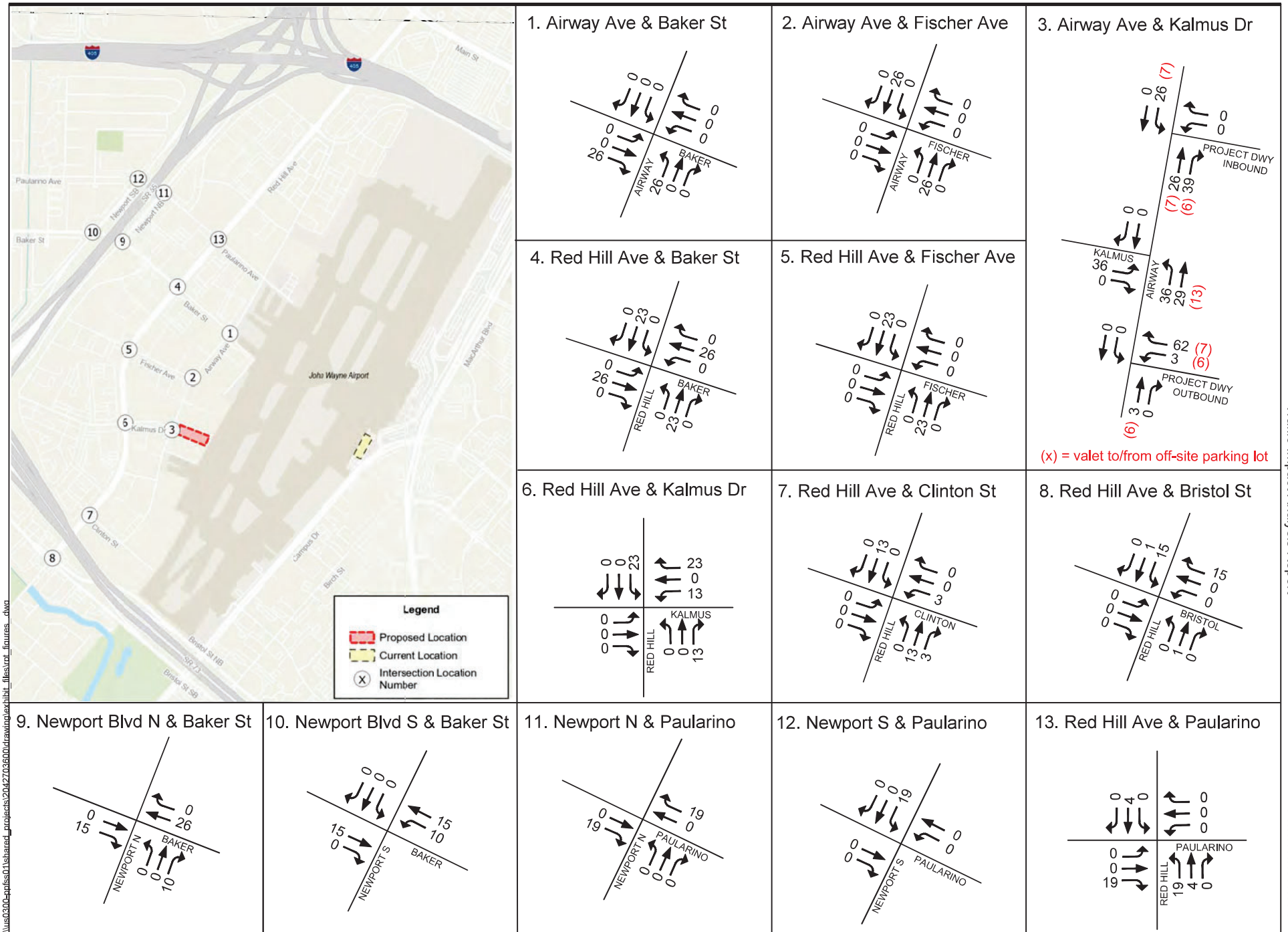


Figure 3-2

AM Peak Hour Intersection Volumes - Project Only

JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
4 Traffic Impact Analysis

4 Traffic Impact Analysis

This chapter summarizes the traffic impact analysis conducted for the Proposed Project.

4.1 Existing Plus Project LOS Analysis

Under this scenario, trips generated by the Proposed Project (i.e., relocation and passenger increase to 197,000) are added on to the existing counts previously described in Section 2.1 to derive existing plus Project conditions. Figure 4-1 and Figure 4-2 illustrate the AM and PM peak hour volumes, respectively.

As previously noted, the ICU methodology is the City of Costa Mesa's preferred methodology for evaluating a Project's transportation effect and is the methodology utilized here. The ICU and LOS for existing conditions (without the Project) are compared against the ICU and LOS for conditions with the Project. Under the City's methodology, the Project would have a measurable transportation effect (i.e., significant impact) if the Project creates a new deficiency or increases the ICU value at an already deficient location. Table 4-1 summarizes the existing plus Project LOS analysis. As shown, under this scenario all intersections would operate at an adequate ICU level and LOS D or better with the Project. Therefore, the Proposed Project would not cause an impact under existing plus Project conditions.

Table 4-1. LOS Summary – Existing Plus Project

Intersection	Existing Conditions				Existing Plus Project			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	ICU	LOS	ICU	LOS	ICU	LOS	ICU	LOS
1. Airway Ave & Baker St	0.26	A	0.21	A	0.29	A	0.22	A
2. Airway Ave & Fischer Ave	0.39	A	0.15	A	0.40	A	0.16	A
3. Airway Ave & Kalmus Dr	0.21	A	0.15	A	0.25	A	0.19	A
4. Red Hill Ave & Baker St	0.42	A	0.52	A	0.44	A	0.54	A
5. Red Hill Ave & Fischer Ave	0.38	A	0.44	A	0.39	A	0.45	A
6. Red Hill Ave & Kalmus Dr	0.41	A	0.45	A	0.42	A	0.46	A
7. Red Hill Ave & Clinton St	0.44	A	0.45	A	0.44	A	0.46	A
8. Red Hill Ave & Bristol St	0.53	A	0.50	A	0.54	A	0.50	A
9. Newport Blvd NB & Baker St	0.61	B	0.63	B	0.62	B	0.63	B
10. Newport Blvd SB & Baker St	0.59	A	0.66	B	0.61	B	0.67	B
11. Newport Blvd NB & Paularino Ave	0.74	C	0.72	C	0.74	C	0.72	C
12. Newport Blvd SB & Paularino Ave	0.77	C	0.62	B	0.78	C	0.63	B
13. Red Hill Ave & Paularino Ave	0.49	A	0.54	A	0.49	A	0.55	A



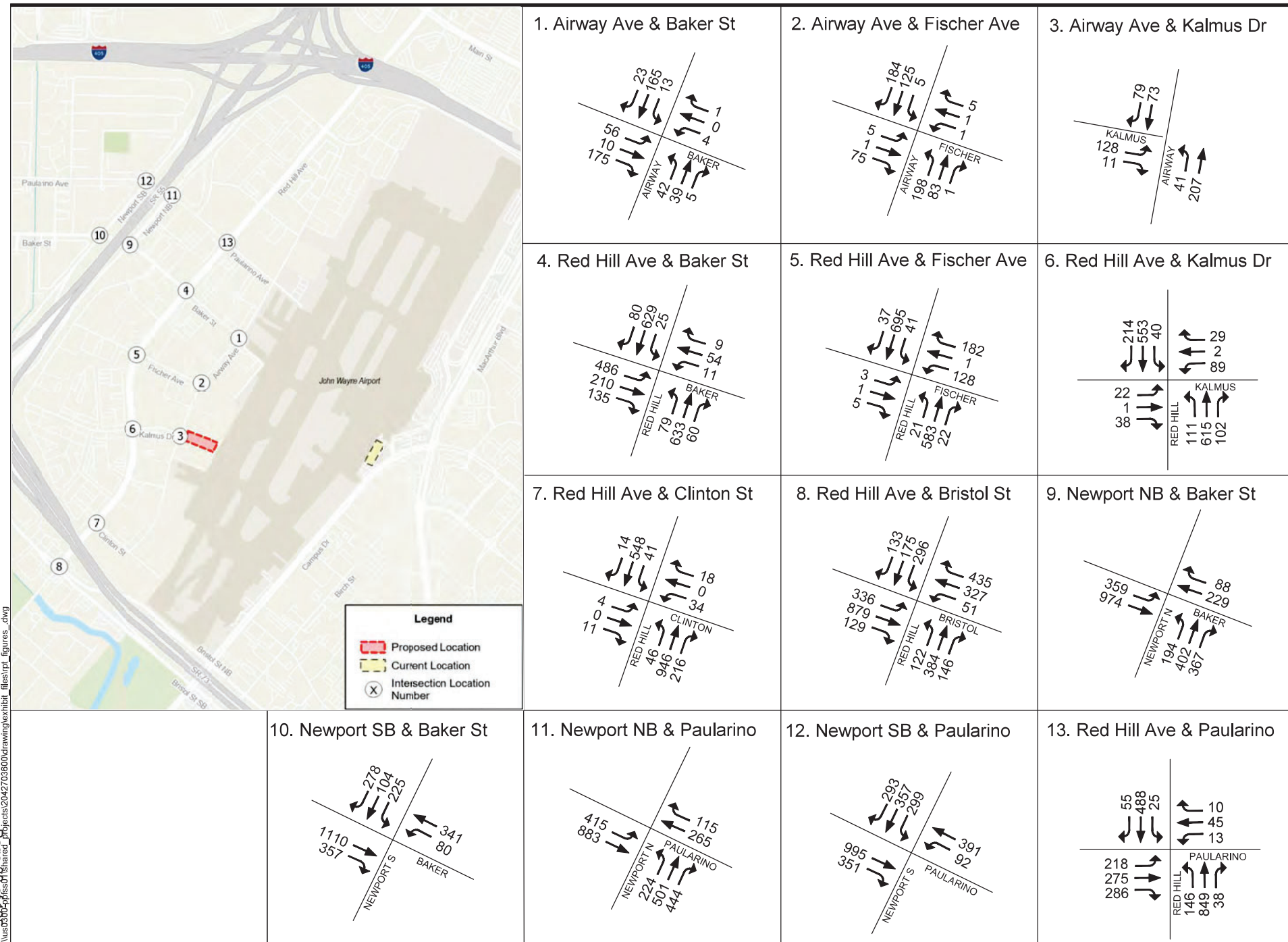


Figure 4-1

AM Peak Hour Intersection Turning Volumes - Existing Plus Project



Figure 4-2

PM Peak Hour Intersection Turning Volumes - Existing Plus Project

JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
4 Traffic Impact Analysis

4.2 Opening Year Forecast Volumes

Opening Year (2026) baseline forecasts were derived by applying an annual growth rate to existing volumes. The annual growth rate was derived using OCTAM 5 existing 2019 baseline and future 2050 buildout versions of the model, which are the latest versions available. Based on OCTAM 5 data, the annual growth rate for roads within the study area is approximately 0.4% per year (from 2019 to 2050). Therefore, a 0.4% growth rate is applied to existing volumes to derive Opening Year forecasts (i.e., 2025 to 2026 = 1 year of growth). Project trip estimates are then added to the Opening Year (2026) baseline conditions to derive Opening Year (2026) with Project conditions. Figure 4-3 and Figure 4-4 illustrate the AM and PM peak hour Opening Year No Project volumes, respectively. Figure 4-5 and Figure 4-6 illustrate the AM and PM peak hour Opening Year with Project volumes, respectively.

4.3 Opening Year LOS Analysis

The ICU and LOS for baseline conditions (without the Project) are compared against the ICU and LOS for conditions with the Project. Under the City's methodology, the Proposed Project would have a measurable transportation effect if the Project creates a new deficiency or increases the ICU value at an already deficient location. Table 4-2 summarizes the Opening Year LOS analysis. As shown, under this scenario all intersections would operate at adequate ICU levels and LOS D or better with the Project. Therefore, the Project would not cause an impact under opening year conditions.

Table 4-2. LOS Summary – Opening Year (2026)

Intersection	Opening Year (2026) No Project				Opening Year (2026) With Project			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	ICU	LOS	ICU	LOS	ICU	LOS	ICU	LOS
1. Airway Ave & Baker St	0.28	A	0.22	A	0.32	A	0.24	A
2. Airway Ave & Fischer Ave	0.41	A	0.18	A	0.43	A	0.20	A
3. Airway Ave & Kalmus Dr	0.22	A	0.16	A	0.26	A	0.20	A
4. Red Hill Ave & Baker St	0.42	A	0.52	A	0.44	A	0.54	A
5. Red Hill Ave & Fischer Ave	0.41	A	0.45	A	0.42	A	0.46	A
6. Red Hill Ave & Kalmus Dr	0.43	A	0.46	A	0.43	A	0.47	A
7. Red Hill Ave & Clinton St	0.46	A	0.48	A	0.48	A	0.48	A
8. Red Hill Ave & Bristol St	0.53	A	0.50	A	0.55	A	0.50	A
9. Newport Blvd NB & Baker St	0.62	B	0.63	B	0.63	B	0.64	B
10. Newport Blvd SB & Baker St	0.59	A	0.67	B	0.61	B	0.67	B
11. Newport Blvd NB & Paularino Ave	0.76	C	0.73	C	0.76	C	0.74	C
12. Newport Blvd SB & Paularino Ave	0.80	C	0.64	B	0.80	C	0.65	B
13. Red Hill Ave & Paularino Ave	0.52	A	0.55	A	0.52	A	0.57	A



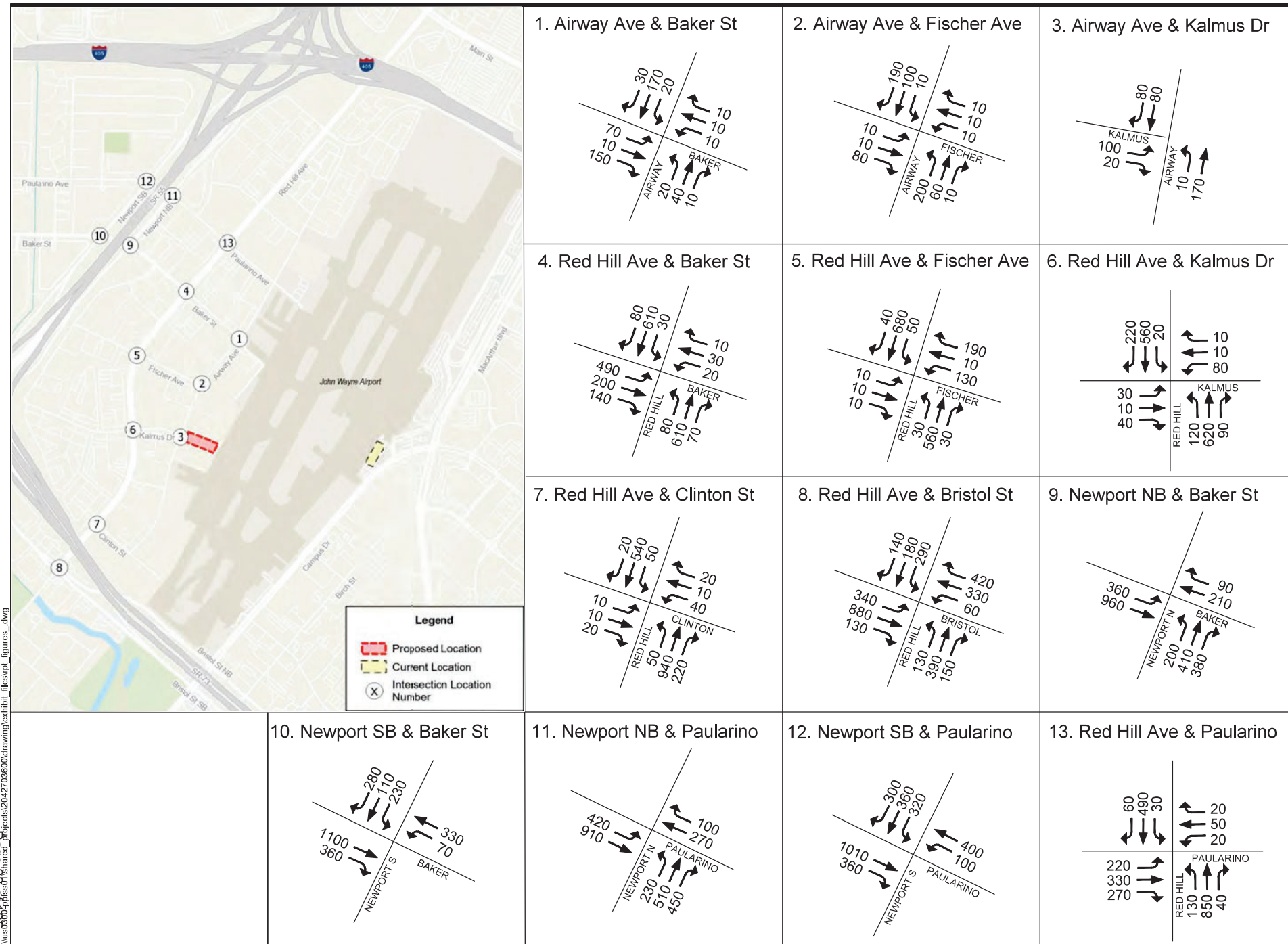


Figure 4-3

AM Peak Hour Intersection Turning Volumes - Opening Year (2026) No Project

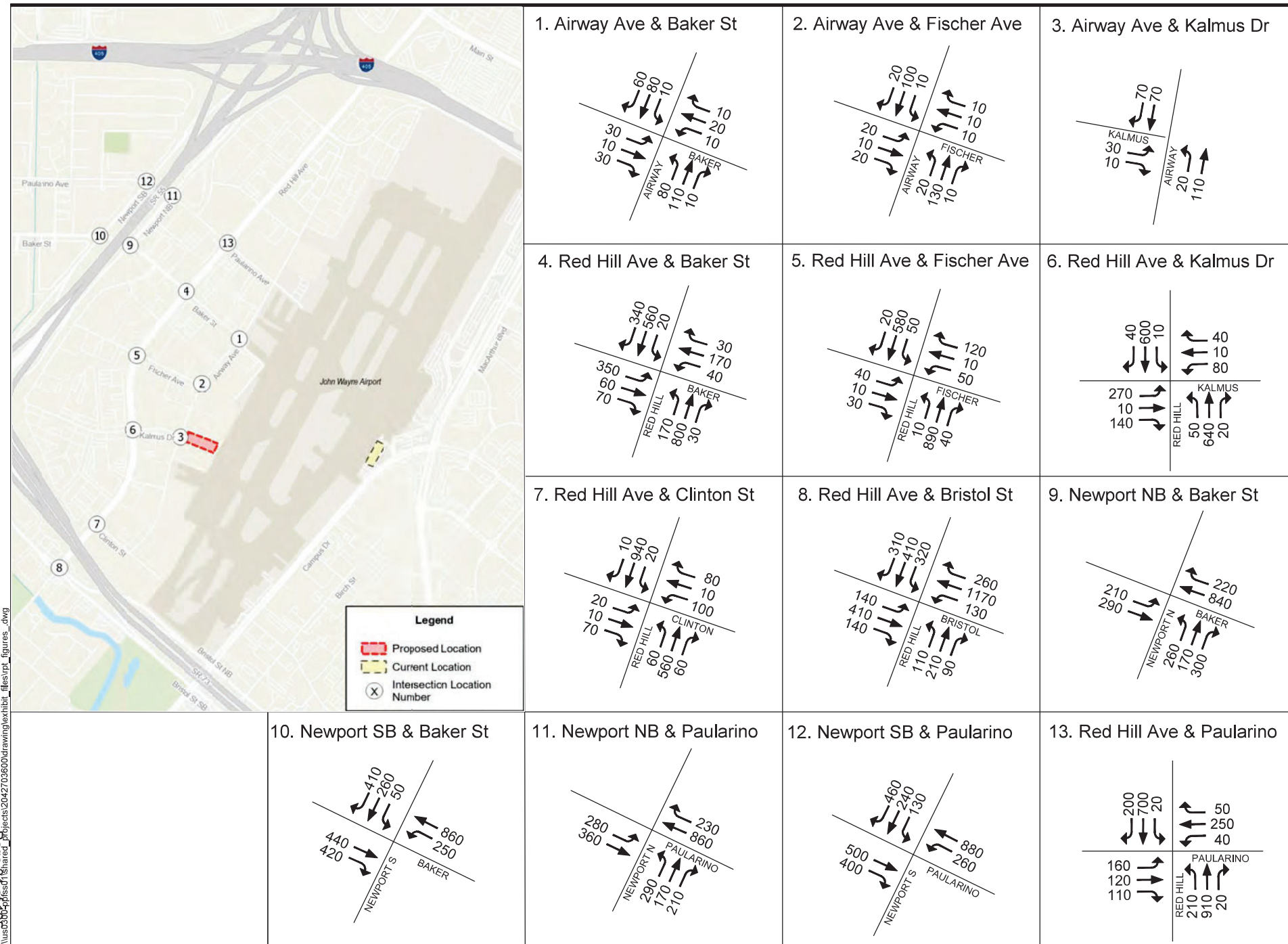


Figure 4-4

PM Peak Hour Intersection Turning Volumes - Opening Year (2026) No Project

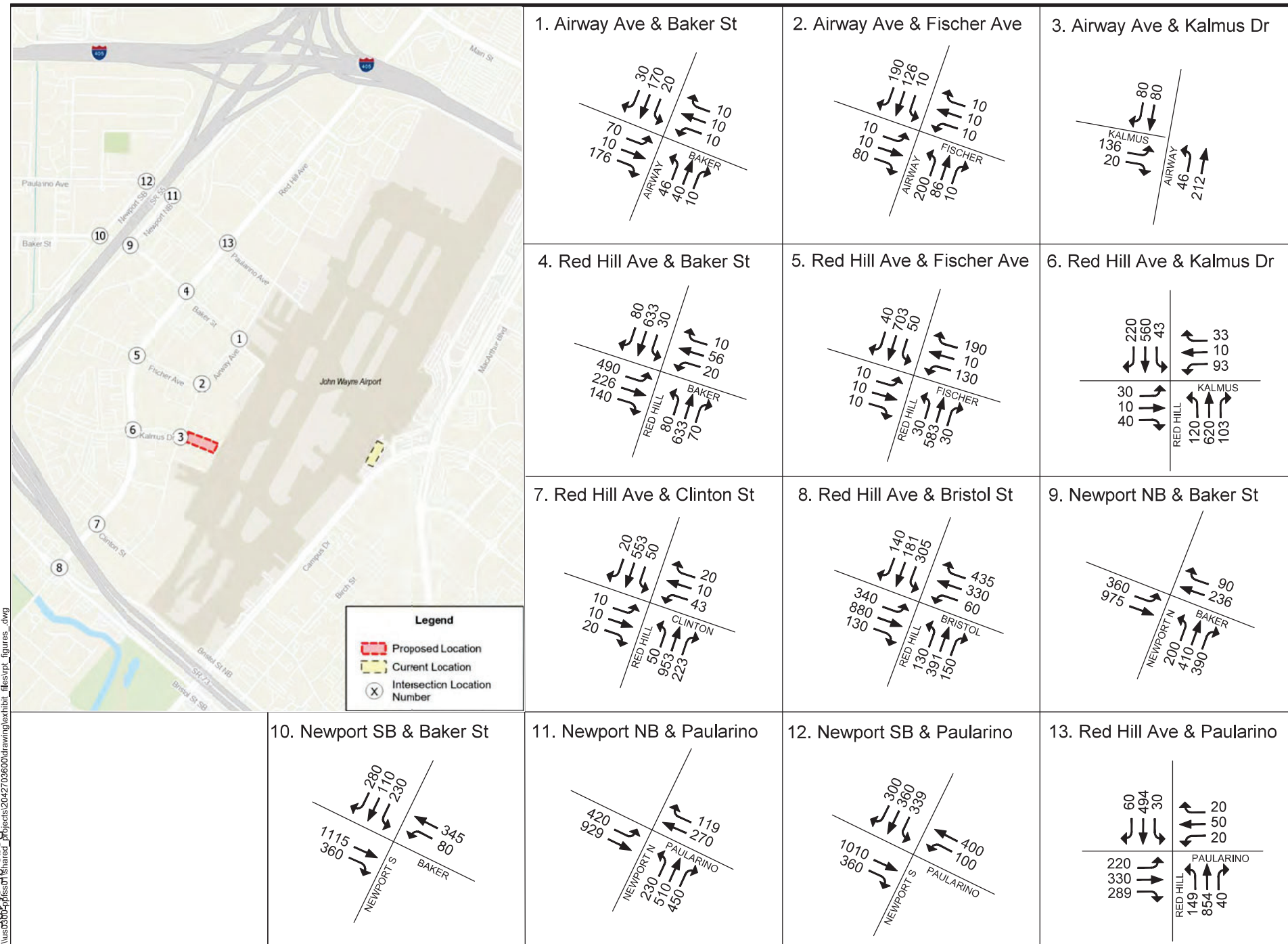


Figure 4-5

AM Peak Hour Intersection Turning Volumes - Opening Year (2026) With Project



Figure 4-6

PM Peak Hour Intersection Turning Volumes - Opening Year (2026) With Project

JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
4 Traffic Impact Analysis

As discussed above, the traffic impact analysis for the Proposed Project (relocation of JSX operations to the west side of the airport and the increase to 197,000 annual passengers) found that all study area intersections would operate with a LOS D or better and therefore would not cause an impact. In the event JSX relocates their operations to the west side of the airport and maintains the current 95,000 annual passengers, trips generated by JSX would be less than the full Project previously discussed above and would therefore not cause an impact to the study area intersections.

4.4 Horizon Year 2030 Forecast Volumes

Horizon Year (2030) baseline forecasts were derived by applying an annual growth rate to existing volumes. As discussed above, the annual growth rate is approximately 0.4% per year (from 2019 to 2050). Therefore, a 2% growth rate is applied to existing volumes to derive Horizon Year forecasts (i.e., 2025 to 2030 = 15 years of growth). Project trip estimates are then added to the Horizon Year (2030) baseline conditions to derive Horizon Year (2030) with Project conditions. Figure 4-7 and Figure 4-8 illustrate the Horizon Year (2030) No Project AM and PM peak hour volumes, respectively. Figure 4-9 and Figure 4-10 illustrate the Horizon Year (2030) with Project AM and PM peak hour volumes, respectively.

4.5 Horizon Year 2030 LOS Analysis

Under this scenario, the ICU and LOS for baseline conditions (without the Project) are compared against the ICU and LOS for conditions with the Project. Under the City's methodology, the Proposed Project would have a measurable transportation effect if the Project creates a new deficiency or increases the ICU value at an already deficient location. Table 4-3 summarizes the Horizon Year LOS analysis. As shown, under this scenario all intersections would operate at an adequate ICU and LOS D or better with the Project. Therefore, the Project would not cause an impact under long range conditions.



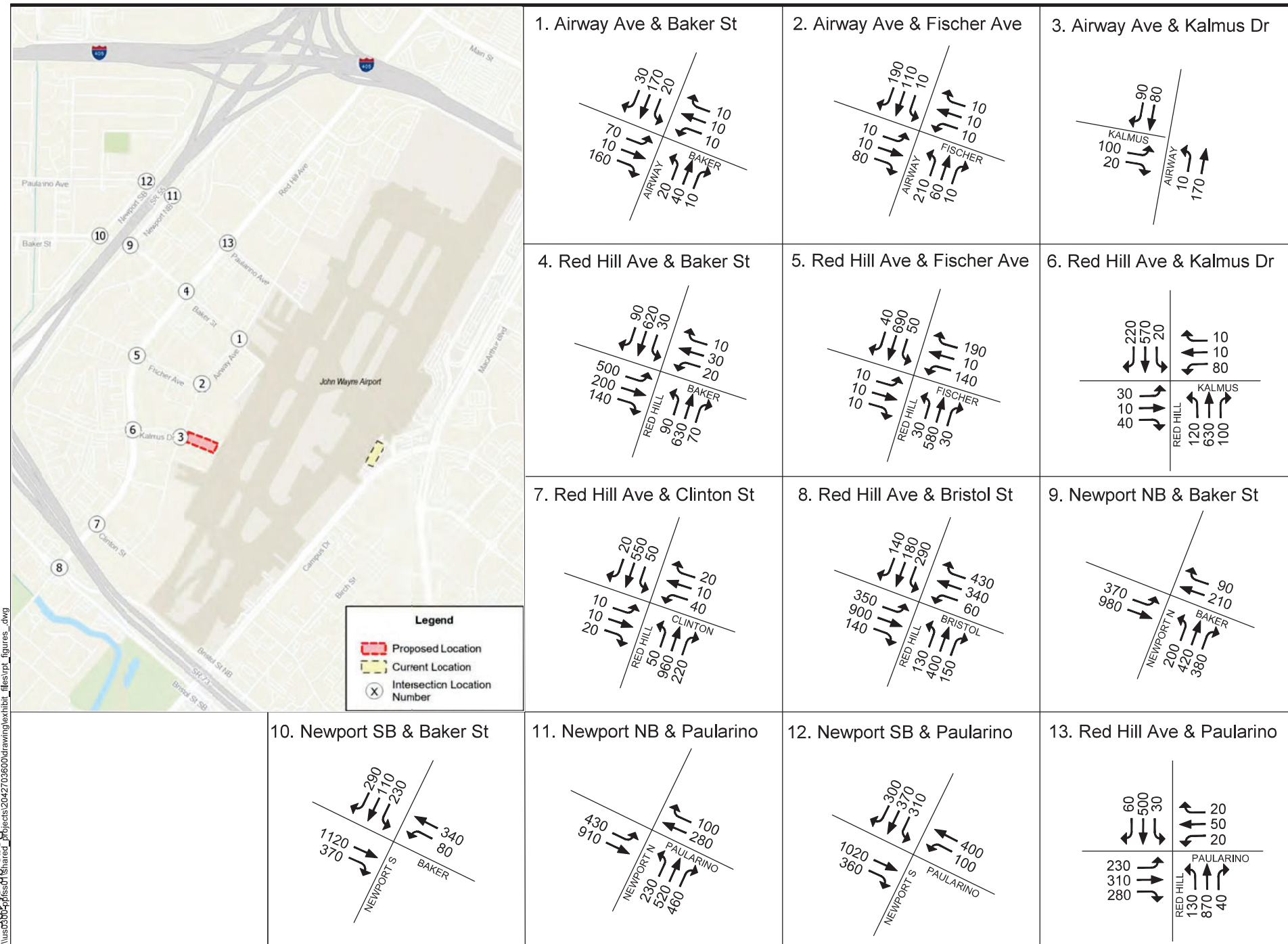


Figure 4-7

AM Peak Hour Intersection Turning Volumes - Horizon Year (2030) No Project



Figure 4-8

PM Peak Hour Intersection Turning Volumes - Horizon Year (2030) No Project

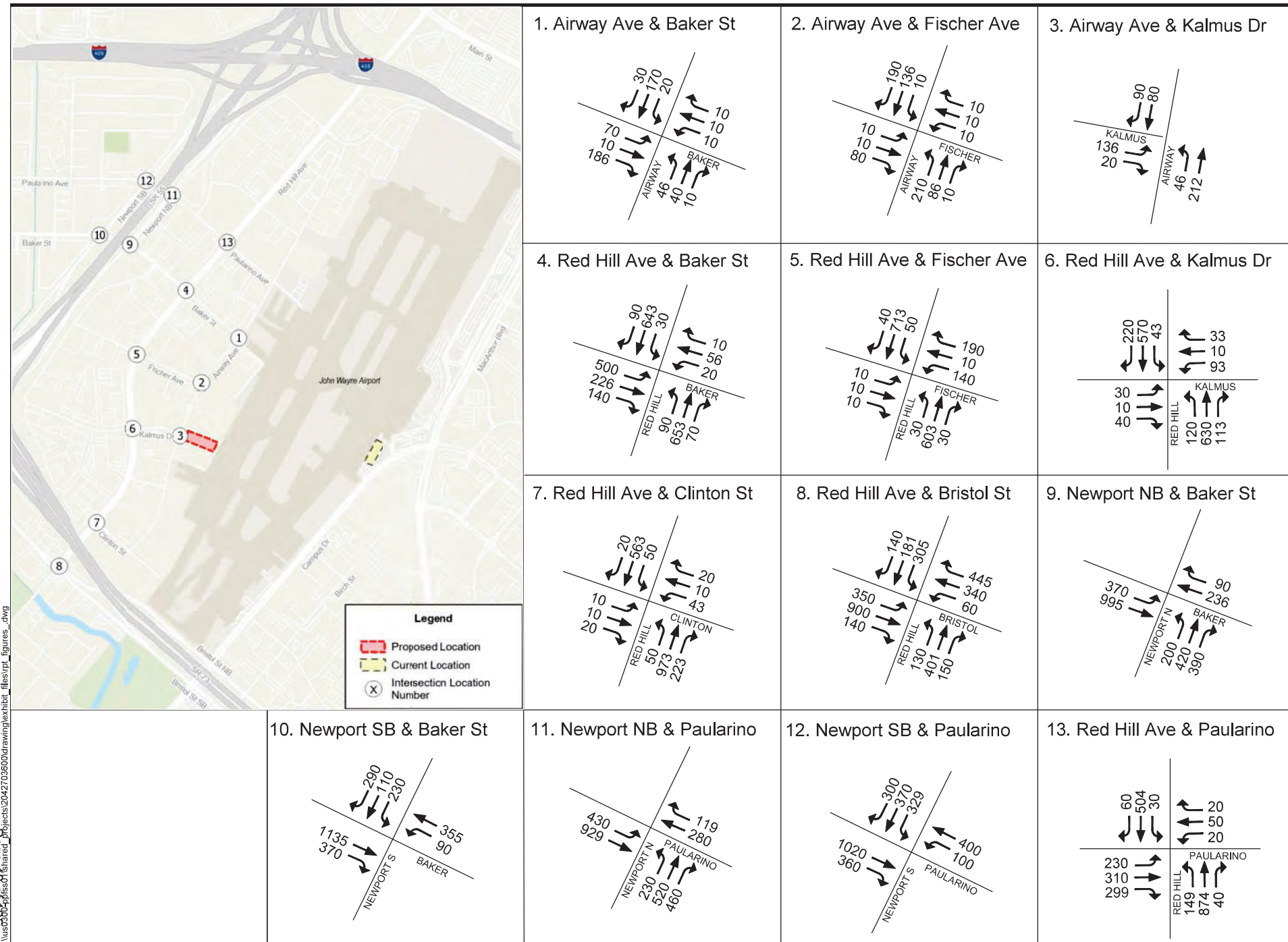


Figure 4-9

AM Peak Hour Intersection Turning Volumes - Horizon Year (2030) With Project



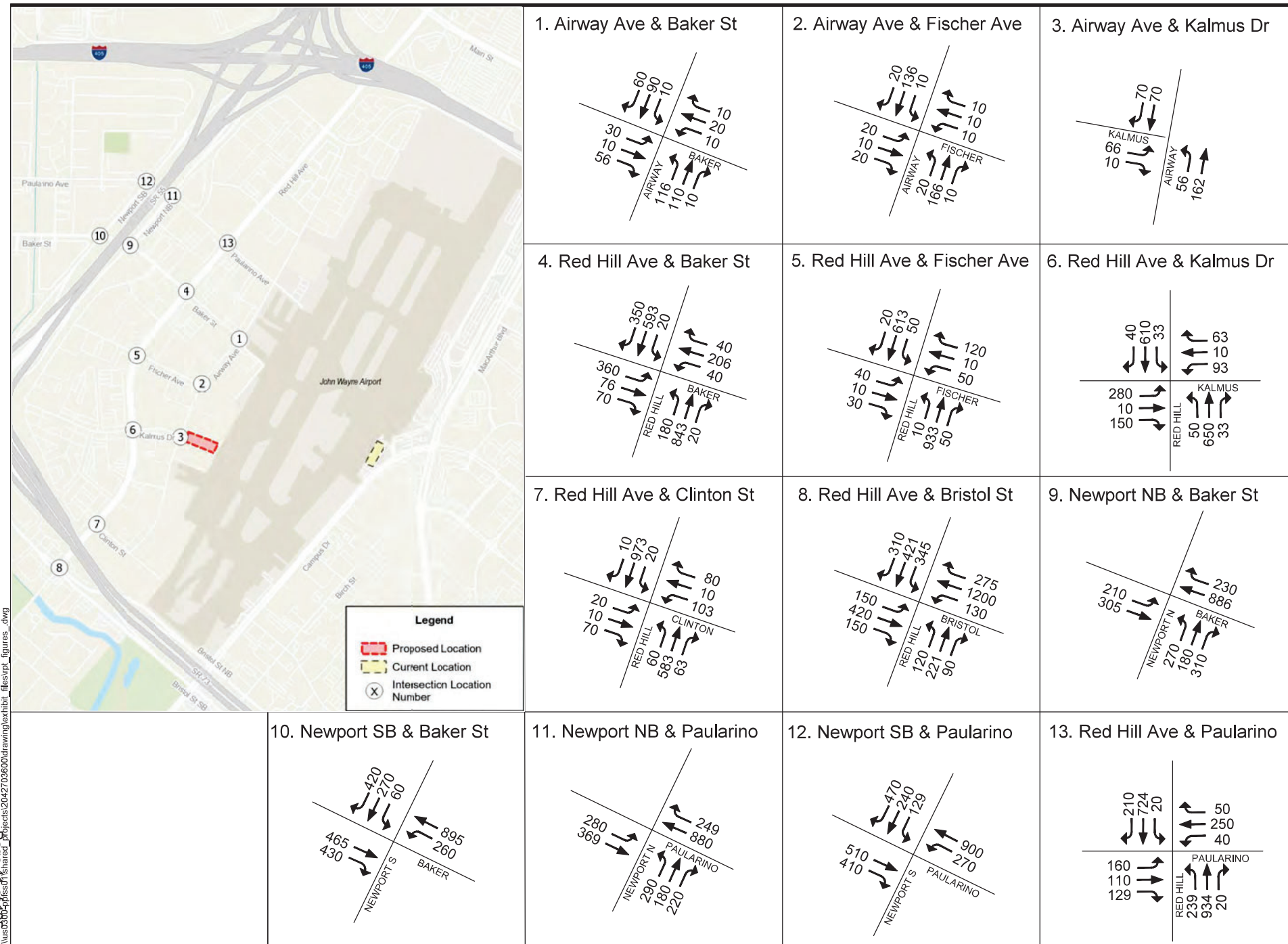


Figure 4-10

PM Peak Hour Intersection Turning Volumes - Horizon Year (2030) With Project



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
4 Traffic Impact Analysis

Table 4-3. LOS Summary – Horizon Year (2030)

Intersection	Horizon Year (2030) No Project				Horizon Year (2030) With Project			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	ICU	LOS	ICU	LOS	ICU	LOS	ICU	LOS
1. Airway Ave & Baker St	0.29	A	0.23	A	0.33	A	0.26	A
2. Airway Ave & Fischer Ave	0.42	A	0.19	A	0.43	A	0.20	A
3. Airway Ave & Kalmus Dr	0.23	A	0.16	A	0.27	A	0.20	A
4. Red Hill Ave & Baker St	0.45	A	0.54	A	0.47	A	0.56	A
5. Red Hill Ave & Fischer Ave	0.41	A	0.46	A	0.42	A	0.47	A
6. Red Hill Ave & Kalmus Dr	0.43	A	0.46	A	0.43	A	0.47	A
7. Red Hill Ave & Clinton St	0.47	A	0.49	A	0.48	A	0.49	A
8. Red Hill Ave & Bristol St	0.54	A	0.52	A	0.55	A	0.52	A
9. Newport Blvd NB & Baker St	0.63	B	0.64	B	0.64	B	0.65	B
10. Newport Blvd SB & Baker St	0.62	B	0.68	B	0.62	B	0.68	B
11. Newport Blvd NB & Paularino Ave	0.77	C	0.74	C	0.78	C	0.74	C
12. Newport Blvd SB & Paularino Ave	0.81	D	0.65	B	0.81	D	0.66	B
13. Red Hill Ave & Paularino Ave	0.52	A	0.56	A	0.53	A	0.57	A



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
5 Special Issues

5 Special Issues

This chapter describes current JSX customer parking and future parking conditions.

5.1 Parking Operations

Current Parking Operations

JSX's current terminal is in ACI Jet located at 19301 Campus Drive on the east side of the airport. ACI Jet has limited on-site self-parking available; moreover, based on information provided on the JSX website, there is no self-parking available for JSX passengers at the ACI Jet terminal. Valet parking is offered at a daily rate by ACI Jet. Self-parking is available at the John Wayne Airport Terminal C parking garage, which is approximately a five-minute walk from the parking garage to the ACI Jet lobby. JSX estimates that currently 25-35 cars per day use valet service at its current location at ACI Jet.

Future Parking Operations

As of January 2025, JSX is in negotiations with third-party valet providers to offer valet service at the proposed terminal location (3000 Airway Avenue). The selected third-party valet provider would utilize off-site valet parking and storage. The proposed customer drop-off/pick-up location would be at the northeast corner of the building and customers would be instructed to enter at the northerly driveway and exit at the southerly driveway. Figure 5-1 shows the anticipated flow of inbound and outbound vehicles. No customers would be transported to/from the off-site valet parking and storage area. The exact off-site parking areas that the valet would use are not known at this time.

JSX has indicated that approximately 15 parking spaces (located on the east side of the building) would be designated JSX employee parking. Similar to existing conditions, JSX would notify their customers during booking that there would be no self-parking available, and a valet parking service would be offered at a daily rate. JSX would also encourage their passengers to use other means of transportation that would not require parking a vehicle (i.e., rideshare, taxi).

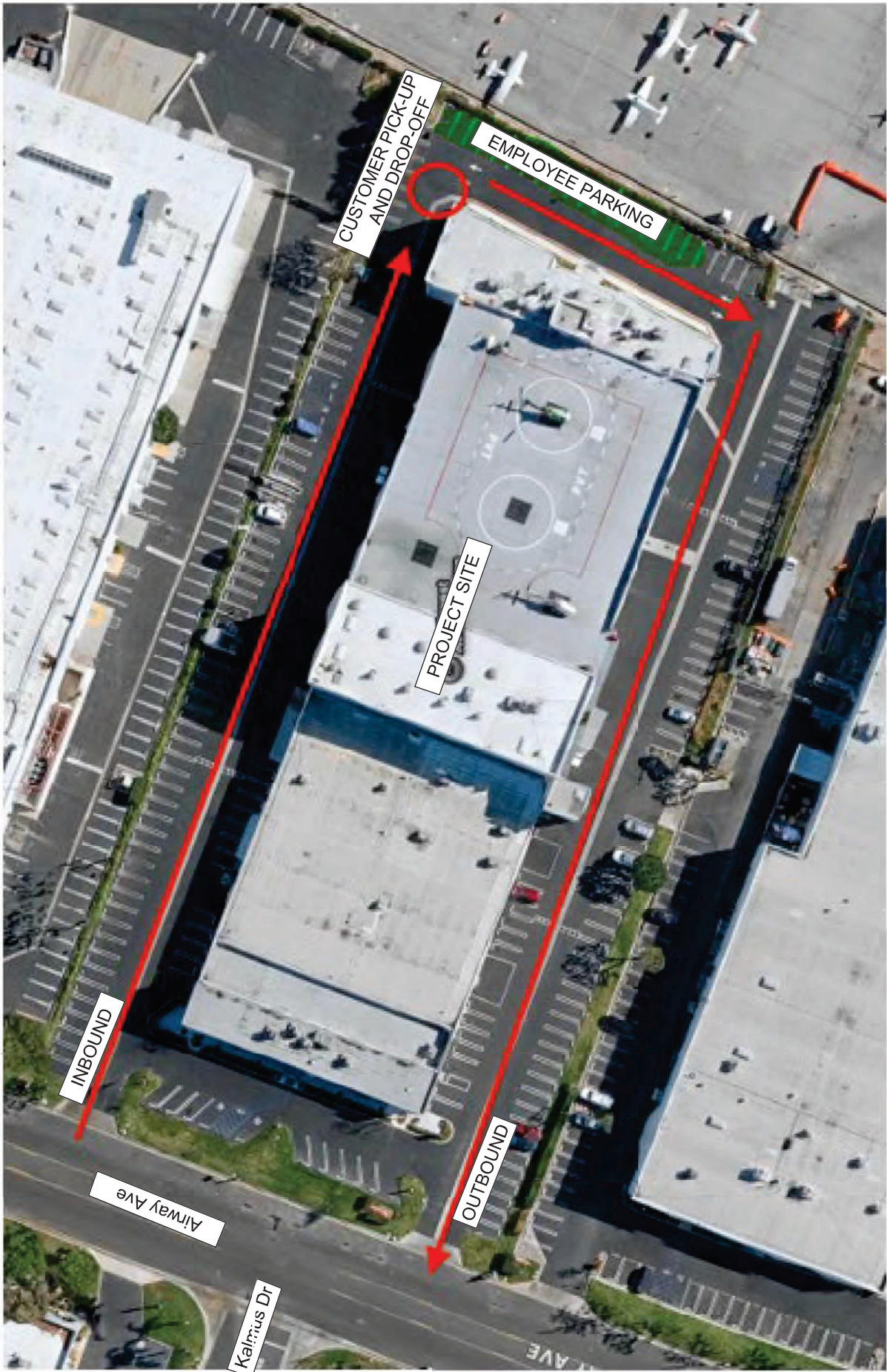
5.2 Timing of Passenger Increases

The Proposed Project aims to increase the airline's annual passenger count from approximately 95,000 to 197,000 by 2030. This growth in passenger numbers is expected to occur gradually over the next five years. A phased increase in operations will allow JWA to monitor traffic conditions on the west side of the airport as needed and make necessary adjustments to ensure that commercial operations, which are subject to time-sensitive inspections at the airline gate, are not impacted by JSX's activities. Under Transportation Security Regulation (TSR) 1544, the transport of commercial air carrier cargo is time-sensitive after it has been inspected and sealed. The personnel and ground equipment cannot be inhibited or delayed when transporting the cargo from the makeup facility to the designated flight.



Figure 5-1
Proposed Customer Drop-off/Pick-up

5.2



Source: JSX



JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
Appendix A Existing Count Sheets

Appendix A Existing Count Sheets



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

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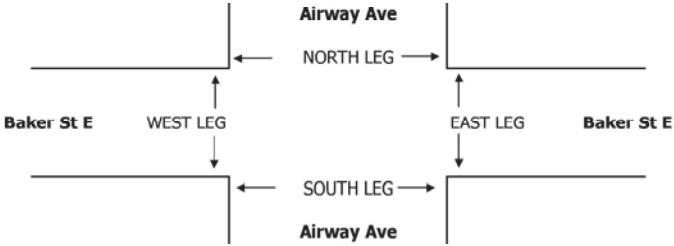
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NOTES:						AM PM MD OTHER OTHER		▲ N ◀ W S ▼		E ▶				
		NORTHBOUND Airway Ave			SOUTHBOUND Airway Ave			EASTBOUND Baker St E			WESTBOUND Ike Jones Rd			
LANES:		NL 1	NT 1	NR 1	SL 1	ST 1	SR 0	EL 1	ET 1	ER 0	WL 0	WT 1	WR 0	TOTAL
7:00 AM		6	4	0	3	25	14	8	1	9	0	0	0	70
7:15 AM		2	6	0	2	22	5	9	2	6	2	0	0	56
7:30 AM		4	9	2	2	41	6	11	2	48	1	0	0	126
7:45 AM		4	6	2	6	54	5	8	6	50	1	0	1	143
8:00 AM		4	18	0	4	45	6	19	1	40	1	0	0	138
8:15 AM		4	6	1	1	25	6	18	1	11	1	0	0	74
8:30 AM		3	12	1	0	21	8	13	3	12	0	0	0	73
8:45 AM		4	8	1	2	27	0	15	6	9	0	1	0	73
VOLUMES		31	69	7	20	260	50	101	22	185	6	1	1	753
APPROACH %		29%	64%	7%	6%	79%	15%	33%	7%	60%	75%	13%	13%	
APP/DEPART		107	/	171	330	/	451	308	/	49	8	/	82	0
BEGIN PEAK HR		7:30 AM												
VOLUMES		16	39	5	13	165	23	56	10	149	4	0	1	481
APPROACH %		27%	65%	8%	6%	82%	11%	26%	5%	69%	80%	0%	20%	
PEAK HR FACTOR		0.682			0.773			0.840			0.625			0.841
APP/DEPART		60	/	96	201	/	318	215	/	28	5	/	39	0
4:00 PM		29	25	0	0	17	20	8	0	8	0	8	1	116
4:15 PM		16	33	1	0	19	11	3	1	5	2	2	1	94
4:30 PM		21	21	0	0	18	13	4	3	5	0	6	6	97
4:45 PM		14	22	0	0	26	9	5	0	3	0	2	0	81
5:00 PM		18	32	0	0	12	14	8	1	3	0	3	0	91
5:15 PM		12	20	0	1	10	21	1	0	5	1	1	0	78
5:30 PM		10	14	0	1	18	18	5	0	5	2	1	0	74
5:45 PM		8	16	0	0	5	11	4	0	3	0	0	0	47
VOLUMES		128	183	1	2	131	117	38	5	37	5	23	8	680
APPROACH %		41%	59%	0%	1%	52%	47%	47%	6%	46%	14%	64%	22%	
APP/DEPART		312	/	230	251	/	173	81	/	8	36	/	269	0
BEGIN PEAK HR		4:00 PM												
VOLUMES		80	101	1	0	80	53	20	4	21	2	18	8	388
APPROACH %		44%	55%	1%	0%	60%	40%	44%	9%	47%	7%	64%	29%	
PEAK HR FACTOR		0.843			0.899			0.703			0.583			0.836
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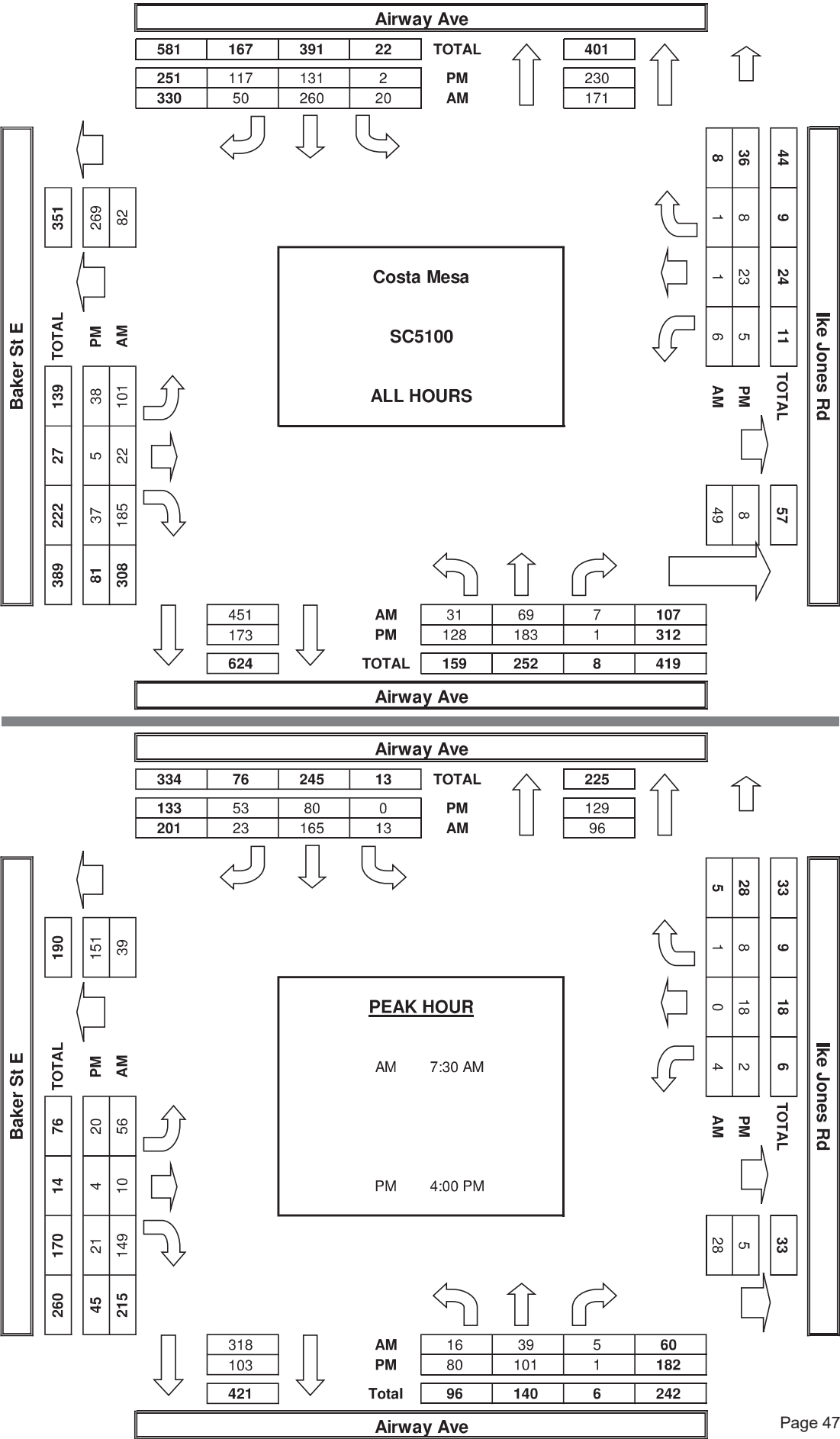
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0	0	0	0	0
0	0	0	0	0
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0	0	0	0	0
0	0	0	0	0

0	0	0	0
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0	0	1	0	1
0	1	1	0	2

0	0	0	0
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INTERSECTION TURNING MOVEMENT COUNTS

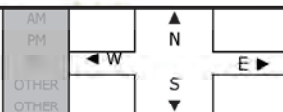
PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

T112224

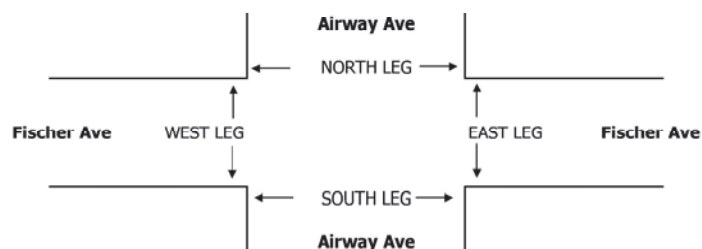
DATE:
Tue, Jan 14, 25LOCATION:
NORTH & SOUTH:
EAST & WEST:
Costa Mesa
Airway Ave
Fischer AvePROJECT #: SC5100
LOCATION #: 2
CONTROL: STOP E

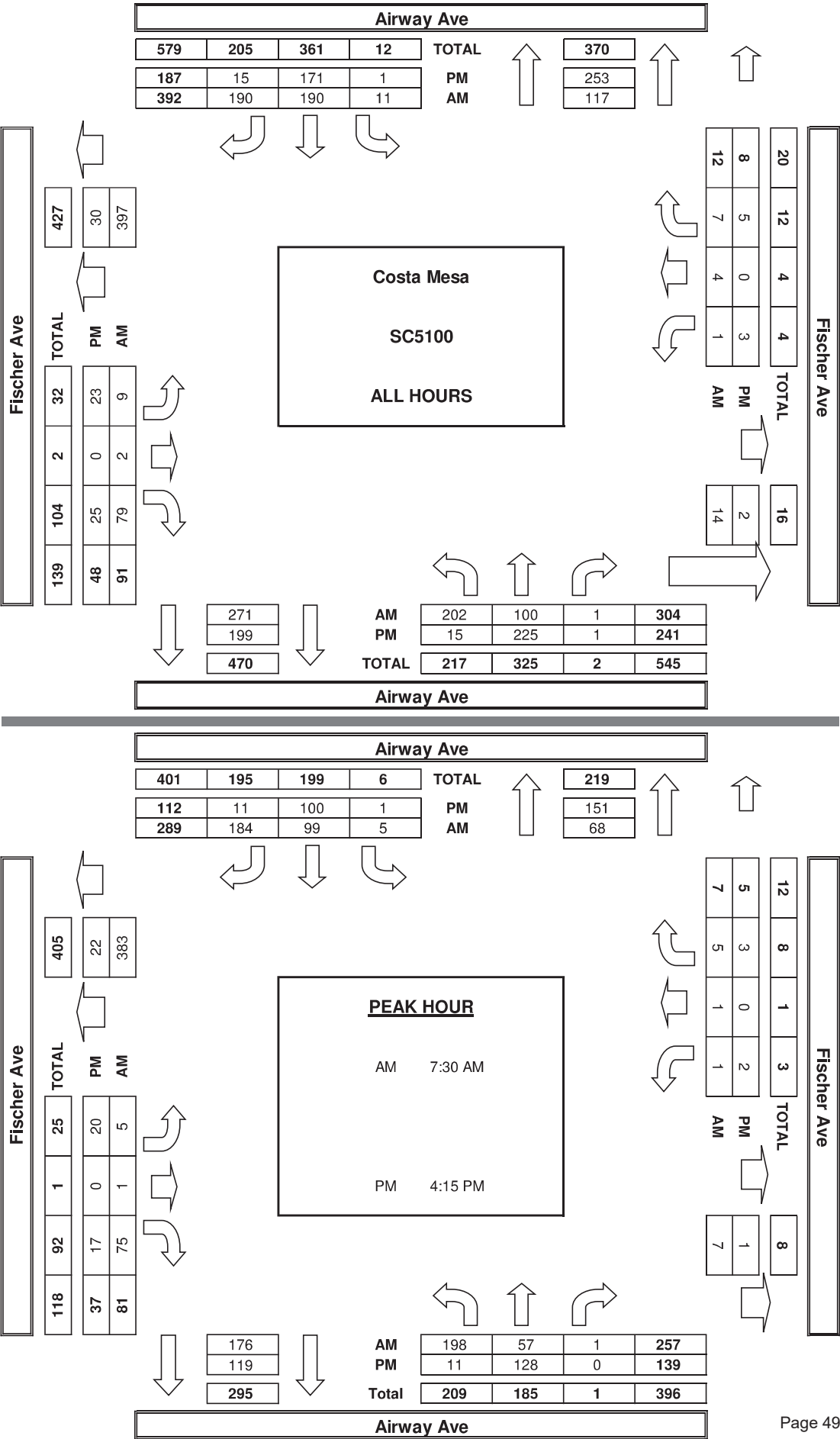
NOTES:

Queue WB AM



	NORTHBOUND Airway Ave			SOUTHBOUND Airway Ave			EASTBOUND Fischer Ave			WESTBOUND Fischer Ave			TOTAL	U-TURNS				
LANES:	NL 0	NT 1	NR 0	SL 0	ST 1	SR 0	EL 0	ET 1	ER 0	WL 0	WT 1	WR 0		NB 0	SB 0	EB 0	WB 0	TTL
7:00 AM	1	10	0	4	24	2	1	0	0	0	2	0	44	0	0	0	0	0
7:15 AM	2	5	0	0	20	4	2	0	2	0	0	1	36	0	0	0	0	0
7:30 AM	58	11	1	1	24	53	1	0	10	0	0	1	160	0	0	0	0	0
7:45 AM	74	11	0	1	23	80	1	0	33	0	0	1	224	0	0	0	0	0
8:00 AM	64	24	0	3	27	48	2	0	30	0	0	3	201	0	0	0	0	0
8:15 AM	2	11	0	0	25	3	1	1	2	1	1	0	47	1	1	0	0	2
8:30 AM	0	16	0	0	23	0	1	1	1	0	0	1	43	0	0	1	0	1
8:45 AM	1	12	0	2	24	0	0	0	1	0	1	0	41	0	0	0	0	0
VOLUMES	202	100	1	11	190	190	9	2	79	1	4	7	799	1	1	1	0	3
APPROACH %	66%	33%	0%	3%	48%	48%	10%	2%	87%	8%	33%	58%						
APP/DEPART	304	/	117	392	/	271	91	/	14	12	/	397	0					
BEGIN PEAK HR	7:30 AM													1	1	0	0	
VOLUMES	198	57	1	5	99	184	5	1	75	1	1	5	634					
APPROACH %	77%	22%	0%	2%	34%	64%	6%	1%	93%	14%	14%	71%						
PEAK HR FACTOR	0.730			0.695			0.596			0.583			0.708					
APP/DEPART	257	/	68	289	/	176	81	/	7	7	/	383	0					
4:00 PM	1	33	0	0	21	1	2	0	3	0	0	2	63	0	0	0	0	0
4:15 PM	4	37	0	0	32	4	4	0	0	1	0	0	82	0	0	0	0	0
4:30 PM	4	25	0	0	20	5	8	0	7	0	0	1	70	0	0	0	0	0
4:45 PM	2	21	0	1	30	2	8	0	5	1	0	0	70	0	0	0	0	0
5:00 PM	1	45	0	0	18	0	0	0	5	0	0	2	71	0	0	0	0	0
5:15 PM	0	26	1	0	21	1	1	0	3	0	0	0	53	0	0	0	0	0
5:30 PM	2	18	0	0	20	2	0	0	1	0	0	0	43	0	0	0	0	0
5:45 PM	1	20	0	0	9	0	0	0	1	1	0	0	32	0	0	0	0	0
VOLUMES	15	225	1	1	171	15	23	0	25	3	0	5	484	0	0	0	0	0
APPROACH %	6%	93%	0%	1%	91%	8%	48%	0%	52%	38%	0%	63%						
APP/DEPART	241	/	253	187	/	199	48	/	2	8	/	30	0					
BEGIN PEAK HR	4:15 PM													0	0	0	0	
VOLUMES	11	128	0	1	100	11	20	0	17	2	0	3	293					
APPROACH %	8%	92%	0%	1%	89%	10%	54%	0%	46%	40%	0%	60%						
PEAK HR FACTOR	0.755			0.778			0.617			0.625			0.893					
APP/DEPART	139	/	151	112	/	119	37	/	2	5	/	22	0					





INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

T112224

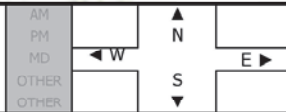
DATE:
Tue, Jan 14, 25

LOCATION:
NORTH & SOUTH:
EAST & WEST:

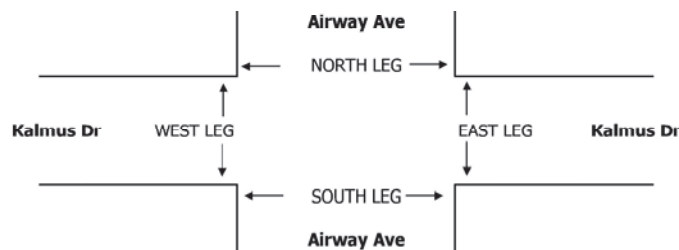
Costa Mesa
Airway Ave
Kalmus Dr

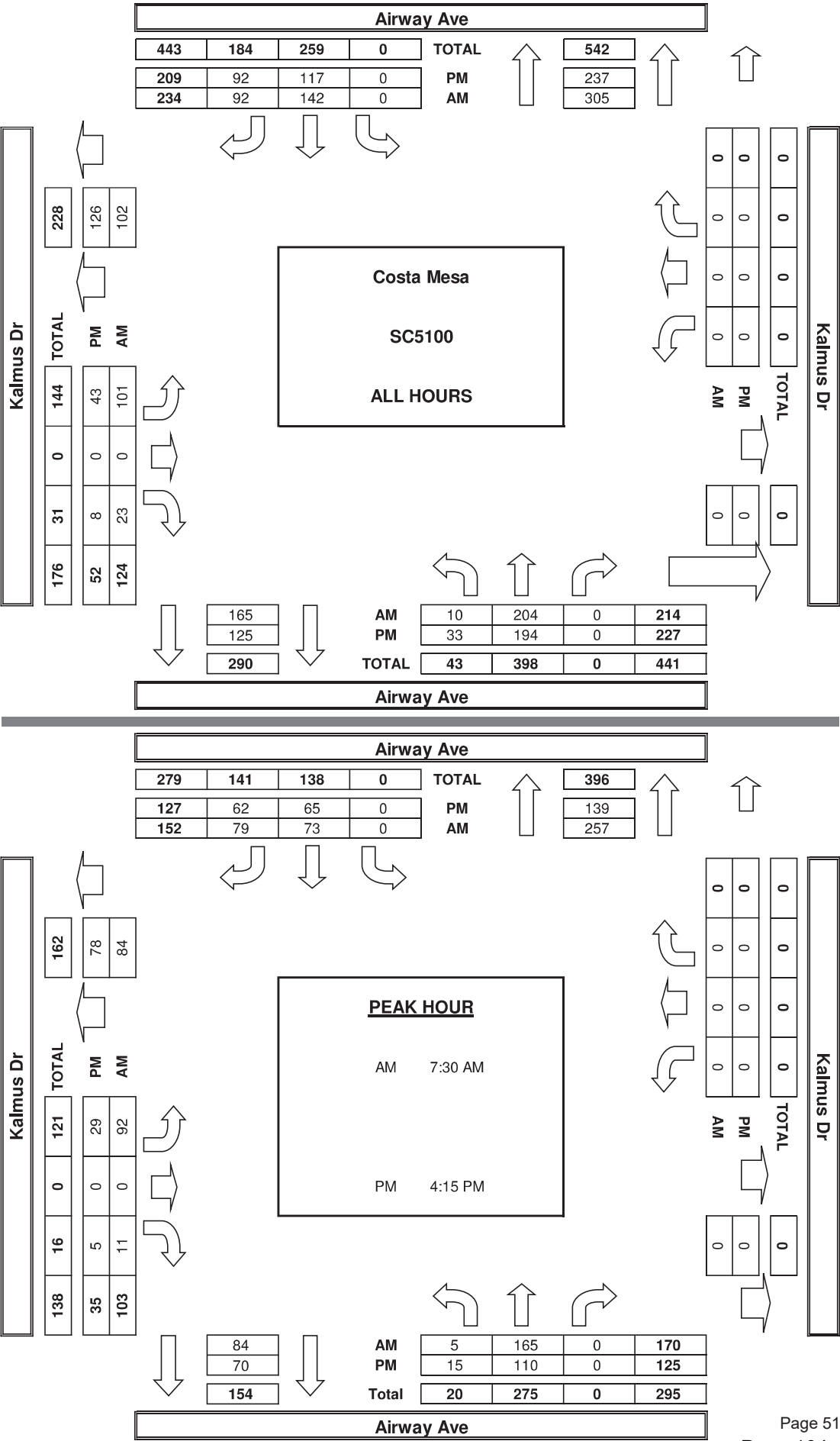
PROJECT #: SC5100
LOCATION #: 3
CONTROL: STOP E

NOTES:



	NORTHBOUND Airway Ave			SOUTHBOUND Airway Ave			EASTBOUND Kalmus Dr			WESTBOUND Kalmus Dr			TOTAL	U-TURNS				
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR		NB	SB	EB	WB	TTL
	0	1	X	X	1	0	0	X	0	X	X	X		0	0	0	0	0
7:00 AM	2	9	0	0	19	4	1	0	3	0	0	0	38	0	0	0	0	0
7:15 AM	0	6	0	0	17	2	1	0	4	0	0	0	30	0	0	0	0	0
7:30 AM	1	59	0	0	18	11	20	0	1	0	0	0	110	0	0	0	0	0
7:45 AM	1	52	0	0	16	34	26	0	4	0	0	0	133	0	0	0	0	0
8:00 AM	2	44	0	0	21	30	41	0	5	0	0	0	143	0	0	0	0	0
8:15 AM	1	10	0	0	18	4	5	0	1	0	0	0	39	0	0	0	0	0
8:30 AM	1	12	0	0	15	3	3	0	1	0	0	0	35	0	0	0	0	0
8:45 AM	2	12	0	0	18	4	4	0	4	0	0	0	44	0	0	0	0	0
VOLUMES	10	204	0	0	142	92	101	0	23	0	0	0	572	0	0	0	0	0
APPROACH %	5%	95%	0%	0%	61%	39%	81%	0%	19%	0%	0%	0%		0	0	0	0	0
APP/DEPART	214	/	305	234	/	165	124	/	0	0	/	102	0	0	0	0	0	0
BEGIN PEAK HR	7:30 AM													0	0	0	0	0
VOLUMES	5	165	0	0	73	79	92	0	11	0	0	0	425	0	0	0	0	0
APPROACH %	3%	97%	0%	0%	48%	52%	89%	0%	11%	0%	0%	0%		0	0	0	0	0
PEAK HR FACTOR	0.708			0.745			0.560			0.000			0.743					
APP/DEPART	170	/	257	152	/	84	103	/	0	0	/	84	0	0	0	0	0	0
4:00 PM	6	26	0	0	16	10	6	0	1	0	0	0	65	0	0	0	0	0
4:15 PM	2	37	0	0	24	10	10	0	3	0	0	0	86	0	0	1	0	1
4:30 PM	2	22	0	0	12	19	5	0	1	0	0	0	61	0	0	0	0	0
4:45 PM	4	20	0	0	18	19	3	0	1	0	0	0	65	0	0	0	0	0
5:00 PM	7	31	0	0	11	14	11	0	0	0	0	0	74	0	0	0	0	0
5:15 PM	5	24	0	0	13	10	4	0	1	0	0	0	59	0	0	0	0	0
5:30 PM	4	17	0	0	14	5	4	0	0	0	0	0	44	0	0	0	0	0
5:45 PM	3	17	0	0	7	5	0	0	1	0	0	0	33	0	0	0	0	0
VOLUMES	33	194	0	0	117	92	43	0	8	0	0	0	488	0	0	1	0	1
APPROACH %	15%	85%	0%	0%	56%	44%	83%	0%	15%	0%	0%	0%		0	0	1	0	1
APP/DEPART	227	/	237	209	/	125	52	/	0	0	/	126	0	0	0	1	0	0
BEGIN PEAK HR	4:15 PM													0	0	1	0	0
VOLUMES	15	110	0	0	65	62	29	0	5	0	0	0	287	0	0	1	0	0
APPROACH %	12%	88%	0%	0%	51%	49%	83%	0%	14%	0%	0%	0%		0	0	1	0	0
PEAK HR FACTOR	0.801			0.858			0.625			0.000			0.825					
APP/DEPART	125	/	139	127	/	70	35	/	0	0	/	78	0	0	0	1	0	0





INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

T112224

DATE:
Tue, Jan 14, 25LOCATION:
NORTH & SOUTH:
EAST & WEST:
Costa Mesa
Red Hill Ave
Baker St EPROJECT #: SC5100
LOCATION #: 4
CONTROL: SIGNAL

NOTES:



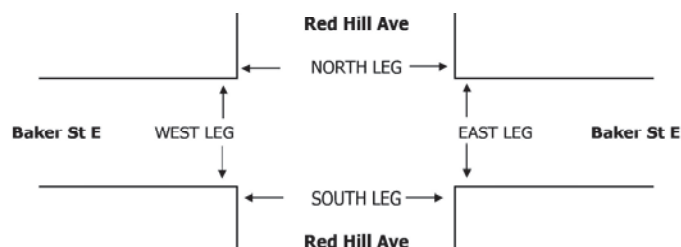
	NORTHBOUND Red Hill Ave			SOUTHBOUND Red Hill Ave			EASTBOUND Baker St E			WESTBOUND Baker St E			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
	2	2	0	1	2	0	1.5	1.5	1	1	2	0	
7:00 AM	6	55	2	4	83	11	60	20	34	2	11	0	288
7:15 AM	6	74	6	1	145	19	65	18	43	0	5	1	383
7:30 AM	23	111	19	7	114	20	68	49	37	2	8	1	459
7:45 AM	26	186	19	8	162	15	146	56	33	2	4	2	659
8:00 AM	32	157	15	7	162	30	100	59	28	2	14	3	609
8:15 AM	10	132	7	3	142	19	133	36	40	5	3	3	533
8:30 AM	11	135	19	7	140	16	107	33	34	2	7	1	512
8:45 AM	10	150	12	4	114	34	133	39	27	2	9	0	534
VOLUMES	124	1,000	99	41	1,062	164	812	310	276	17	61	11	3,980
APPROACH %	10%	82%	8%	3%	84%	13%	58%	22%	20%	19%	69%	12%	
APP/DEPART	1,224	/	1,824	1,268	/	1,356	1,399	/	450	89	/	350	0
BEGIN PEAK HR	7:45 AM												
VOLUMES	79	610	60	25	606	80	486	184	135	11	28	9	2,314
APPROACH %	11%	81%	8%	4%	85%	11%	60%	23%	17%	23%	58%	19%	
PEAK HR FACTOR	0.811			0.894			0.856			0.632			0.878
APP/DEPART	749	/	1,106	712	/	752	805	/	269	48	/	187	0
4:00 PM	36	209	3	4	107	63	91	13	21	8	53	13	621
4:15 PM	27	192	5	1	111	75	100	11	24	4	29	6	585
4:30 PM	60	256	5	2	154	70	78	7	17	9	45	10	713
4:45 PM	28	142	3	0	115	60	58	14	14	6	36	4	480
5:00 PM	52	232	6	2	135	93	97	11	21	13	50	6	718
5:15 PM	28	167	3	7	147	116	114	11	12	3	39	10	657
5:30 PM	23	165	3	5	115	96	106	6	11	5	32	4	571
5:45 PM	16	123	3	2	89	76	100	9	7	6	31	9	471
VOLUMES	270	1,486	31	23	973	649	744	82	127	54	315	62	4,817
APPROACH %	15%	83%	2%	1%	59%	39%	78%	9%	13%	13%	73%	14%	
APP/DEPART	1,787	/	2,292	1,645	/	1,154	954	/	136	431	/	1,235	0
BEGIN PEAK HR	4:30 PM												
VOLUMES	168	797	17	11	551	339	347	43	64	31	170	30	2,569
APPROACH %	17%	81%	2%	1%	61%	38%	76%	9%	14%	13%	74%	13%	
PEAK HR FACTOR	0.765			0.834			0.830			0.837			0.894
APP/DEPART	982	/	1,174	901	/	646	455	/	71	231	/	678	0

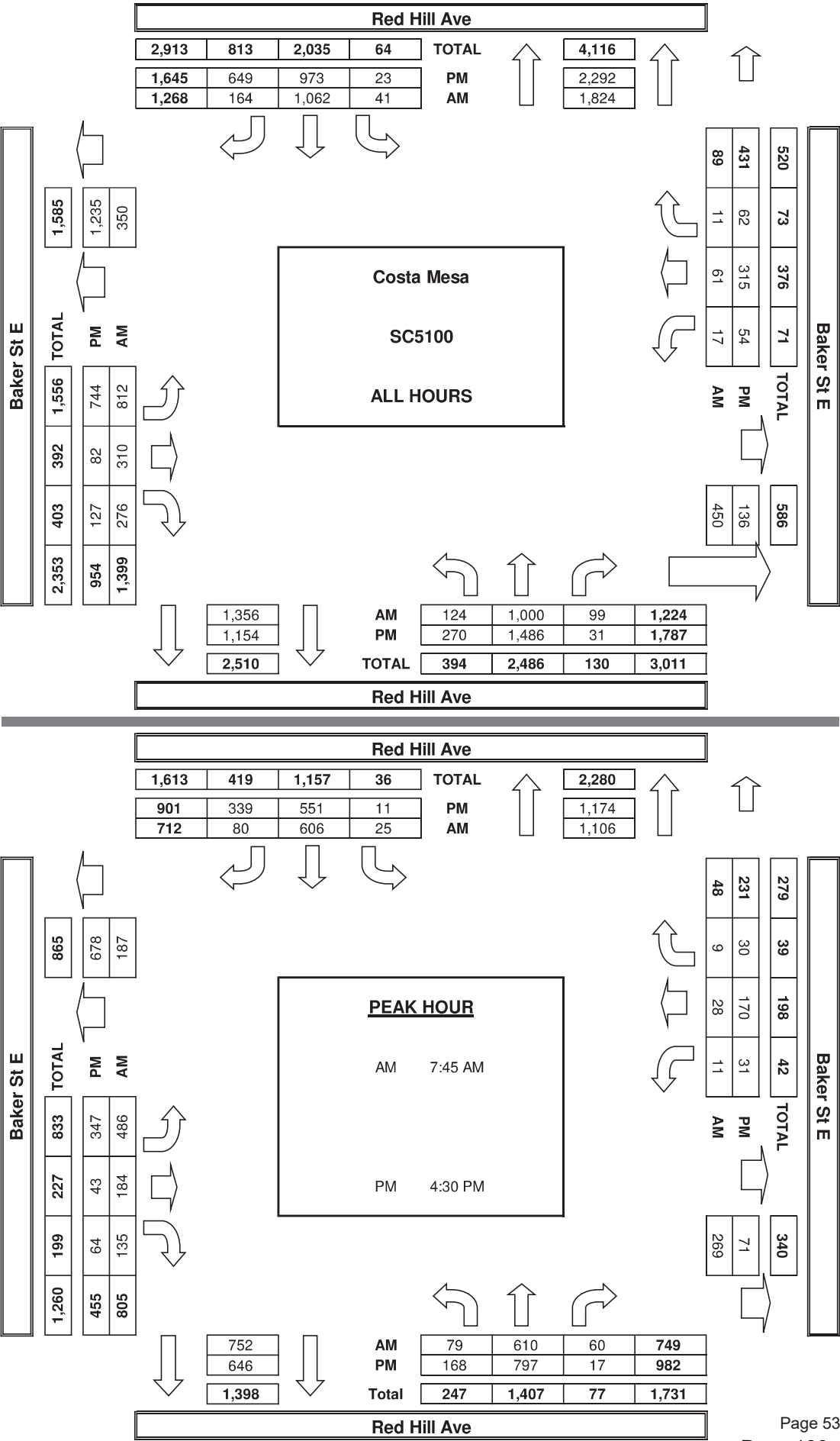
U-TURNS				
NB	SB	EB	WB	TTL
0	0	0	0	0
0	0	0	0	0
1	0	0	0	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	1	0	0	1
0	0	1	0	1
1	1	1	0	3

0 1 0 0

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	1	0	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	1	0	1

0 0 1 0





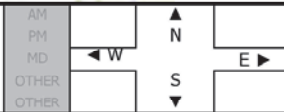
INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

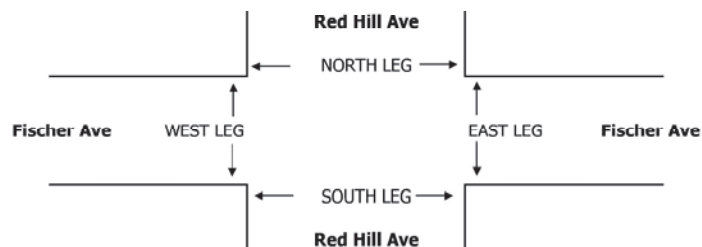
T112224

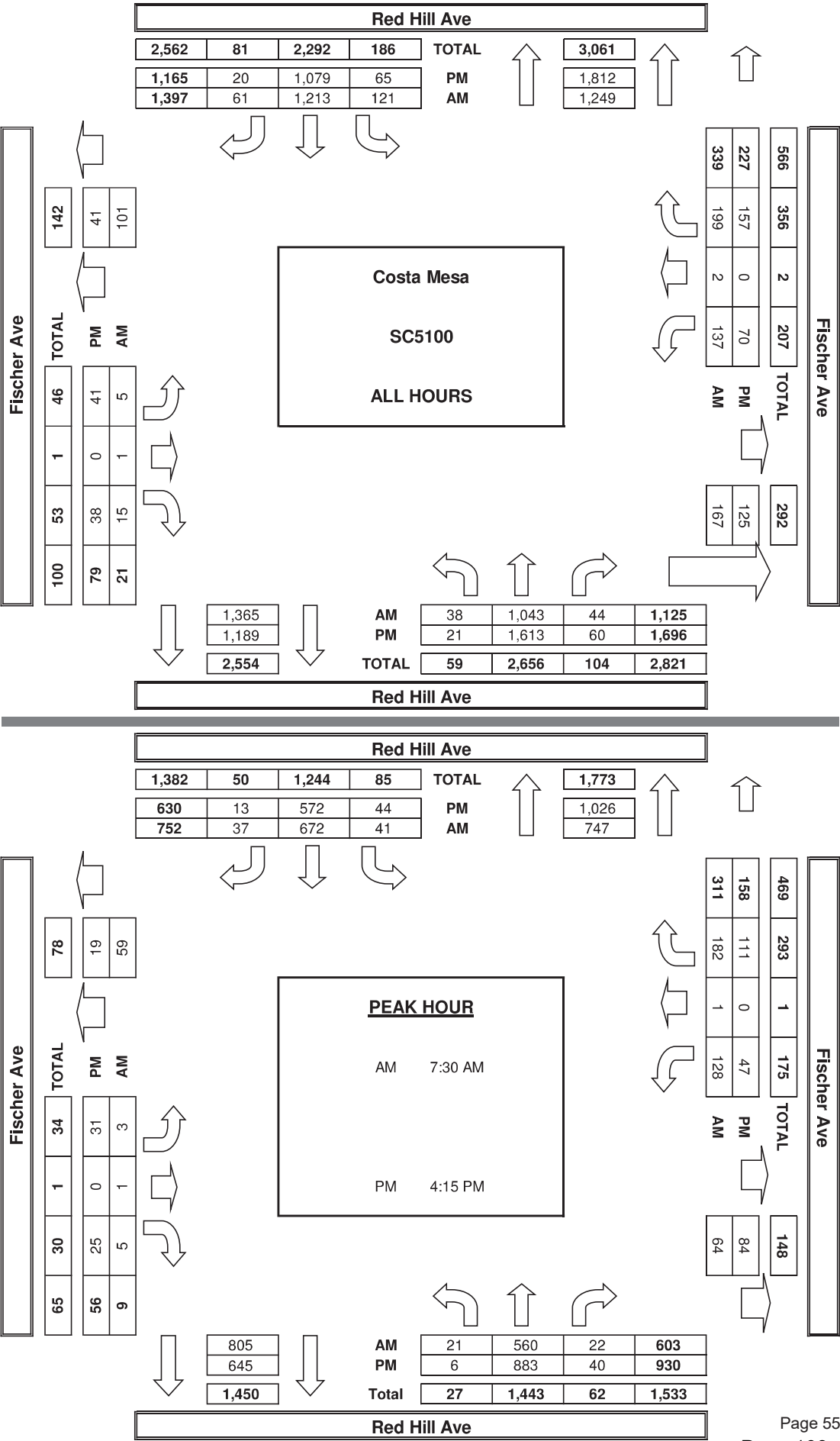
DATE:
Tue, Jan 14, 25LOCATION:
NORTH & SOUTH:
EAST & WEST:
Costa Mesa
Red Hill Ave
Fischer AvePROJECT #: SC5100
LOCATION #: 5
CONTROL: STOP E/W

NOTES:



	NORTHBOUND Red Hill Ave			SOUTHBOUND Red Hill Ave			EASTBOUND Fischer Ave			WESTBOUND Fischer Ave			TOTAL	U-TURNS				
	NL 1	NT 2	NR 0	SL 1	ST 2	SR 0	EL 1	ET 1	ER 0	WL 1	WT 1	WR 0		NB 0	SB 0	EB 0	WB 0	TTL
LANES:																		
7:00 AM	3	58	6	21	94	2	0	0	0	2	1	8	195	0	0	0	0	0
7:15 AM	1	91	11	37	160	5	0	0	1	3	0	3	312	0	0	0	0	0
7:30 AM	4	120	8	13	141	2	0	0	0	30	0	33	351	0	0	0	0	0
7:45 AM	4	140	1	5	187	7	1	1	2	52	0	92	492	0	1	0	0	1
8:00 AM	8	148	6	12	175	10	1	0	2	44	1	50	457	0	1	0	0	1
8:15 AM	5	152	7	11	169	18	1	0	1	2	0	7	373	0	0	0	0	0
8:30 AM	8	166	1	10	148	10	1	0	3	1	0	0	348	0	0	0	0	0
8:45 AM	5	168	4	12	139	7	1	0	6	3	0	6	351	0	0	0	1	1
VOLUMES	38	1,043	44	121	1,213	61	5	1	15	137	2	199	2,882	0	2	0	1	3
APPROACH %	3%	93%	4%	9%	87%	4%	24%	5%	71%	40%	1%	59%						
APP/DEPART	1,125	/	1,249	1,397	/	1,365	21	/	167	339	/	101	0					
BEGIN PEAK HR	7:30 AM																	
VOLUMES	21	560	22	41	672	37	3	1	5	128	1	182	1,675	0	2	0	0	
APPROACH %	3%	93%	4%	5%	89%	5%	33%	11%	56%	41%	0%	59%						
PEAK HR FACTOR	0.919			0.940			0.563			0.540			0.849					
APP/DEPART	603	/	747	752	/	805	9	/	64	311	/	59	0					
4:00 PM	7	229	7	9	115	6	5	0	4	6	0	23	411	1	0	0	0	1
4:15 PM	2	207	19	11	134	2	6	0	8	4	0	15	408	0	0	0	0	0
4:30 PM	2	256	13	19	153	5	10	0	5	25	0	54	542	0	1	0	0	1
4:45 PM	1	161	3	8	118	3	6	0	5	12	0	28	345	1	0	0	0	1
5:00 PM	1	259	5	6	167	3	9	0	7	6	0	14	477	0	0	0	0	0
5:15 PM	3	189	6	6	154	0	2	0	5	10	0	10	385	0	0	0	0	0
5:30 PM	2	165	6	3	144	0	2	0	3	4	0	11	340	0	0	0	0	0
5:45 PM	3	147	1	3	94	1	1	0	1	3	0	2	256	0	0	0	0	0
VOLUMES	21	1,613	60	65	1,079	20	41	0	38	70	0	157	3,167	2	1	0	0	3
APPROACH %	1%	95%	4%	6%	93%	2%	52%	0%	48%	31%	0%	69%						
APP/DEPART	1,696	/	1,812	1,156	/	1,189	72	/	125	227	/	41	0					
BEGIN PEAK HR	4:15 PM																	
VOLUMES	6	883	40	44	572	13	31	0	25	47	0	111	1,774	1	1	0	0	
APPROACH %	1%	95%	4%	7%	91%	2%	55%	0%	45%	30%	0%	70%						
PEAK HR FACTOR	0.858			0.885			0.875			0.500			0.817					
APP/DEPART	930	/	1,026	630	/	645	56	/	84	158	/	19	0					





INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

T112224

DATE:
Tue, Jan 14, 25

LOCATION:
NORTH & SOUTH:
EAST & WEST:

Costa Mesa
Red Hill Ave
Kalmus Dr

PROJECT #: SC5100
LOCATION #: 6
CONTROL: SIGNAL

NOTES:



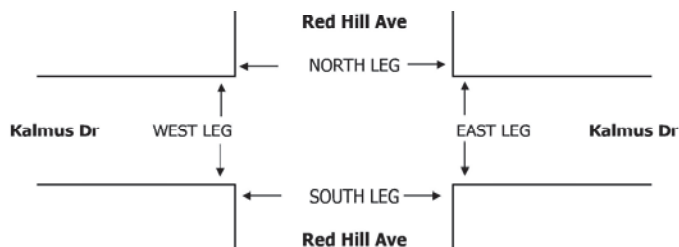
	NORTHBOUND Red Hill Ave			SOUTHBOUND Red Hill Ave			EASTBOUND Kalmus Dr			WESTBOUND Kalmus Dr			
LANES:	NL 1	NT 2	NR 0	SL 1	ST 2	SR 0	EL 1	ET 1	ER 0	WL 1	WT 1	WR 0	TOTAL
7:00 AM	11	61	5	6	72	18	1	1	5	5	0	1	186
7:15 AM	16	106	7	1	105	58	3	1	7	3	0	0	307
7:30 AM	24	129	23	7	125	40	1	0	9	8	1	2	369
7:45 AM	27	145	29	4	162	73	2	0	11	37	0	0	490
8:00 AM	32	154	43	7	165	51	3	0	6	30	1	3	495
8:15 AM	29	158	11	4	111	56	6	1	8	5	0	0	389
8:30 AM	23	158	6	2	115	34	11	0	13	4	1	3	370
8:45 AM	27	174	4	8	102	36	7	2	11	1	1	3	376
VOLUMES	189	1,085	128	39	957	366	34	5	70	93	4	12	2,982
APPROACH %	13%	77%	9%	3%	70%	27%	31%	5%	64%	85%	4%	11%	
APP/DEPART	1,402	/	1,131	1,362	/	1,120	109	/	172	109	/	559	0
BEGIN PEAK HR	7:45 AM												
VOLUMES	111	615	89	17	553	214	22	1	38	76	2	6	1,744
APPROACH %	14%	75%	11%	2%	71%	27%	36%	2%	62%	90%	2%	7%	
PEAK HR FACTOR	0.890			0.820			0.635			0.568			0.881
APP/DEPART	815	/	643	784	/	667	61	/	107	84	/	327	0
4:00 PM	14	150	3	2	120	7	80	1	42	17	2	9	447
4:15 PM	17	184	6	5	132	8	33	1	18	11	2	11	428
4:30 PM	14	169	4	2	169	11	96	0	45	23	0	7	540
4:45 PM	13	115	3	2	128	7	46	0	30	16	1	7	368
5:00 PM	5	163	4	0	168	10	91	3	45	21	0	8	518
5:15 PM	6	154	1	4	157	9	36	1	23	8	2	5	406
5:30 PM	11	144	2	2	135	8	32	0	18	5	0	7	364
5:45 PM	12	128	0	1	96	2	21	0	13	7	0	2	282
VOLUMES	92	1,207	23	18	1,105	62	435	6	234	108	7	56	3,355
APPROACH %	7%	91%	2%	2%	93%	5%	64%	1%	35%	63%	4%	33%	
APP/DEPART	1,323	/	1,699	1,186	/	1,448	675	/	47	171	/	161	0
BEGIN PEAK HR	4:15 PM												
VOLUMES	49	631	17	9	597	36	266	4	138	71	3	33	1,856
APPROACH %	7%	90%	2%	1%	93%	6%	65%	1%	34%	66%	3%	31%	
PEAK HR FACTOR	0.843			0.883			0.723			0.892			0.859
APP/DEPART	698	/	931	643	/	807	408	/	30	107	/	88	0

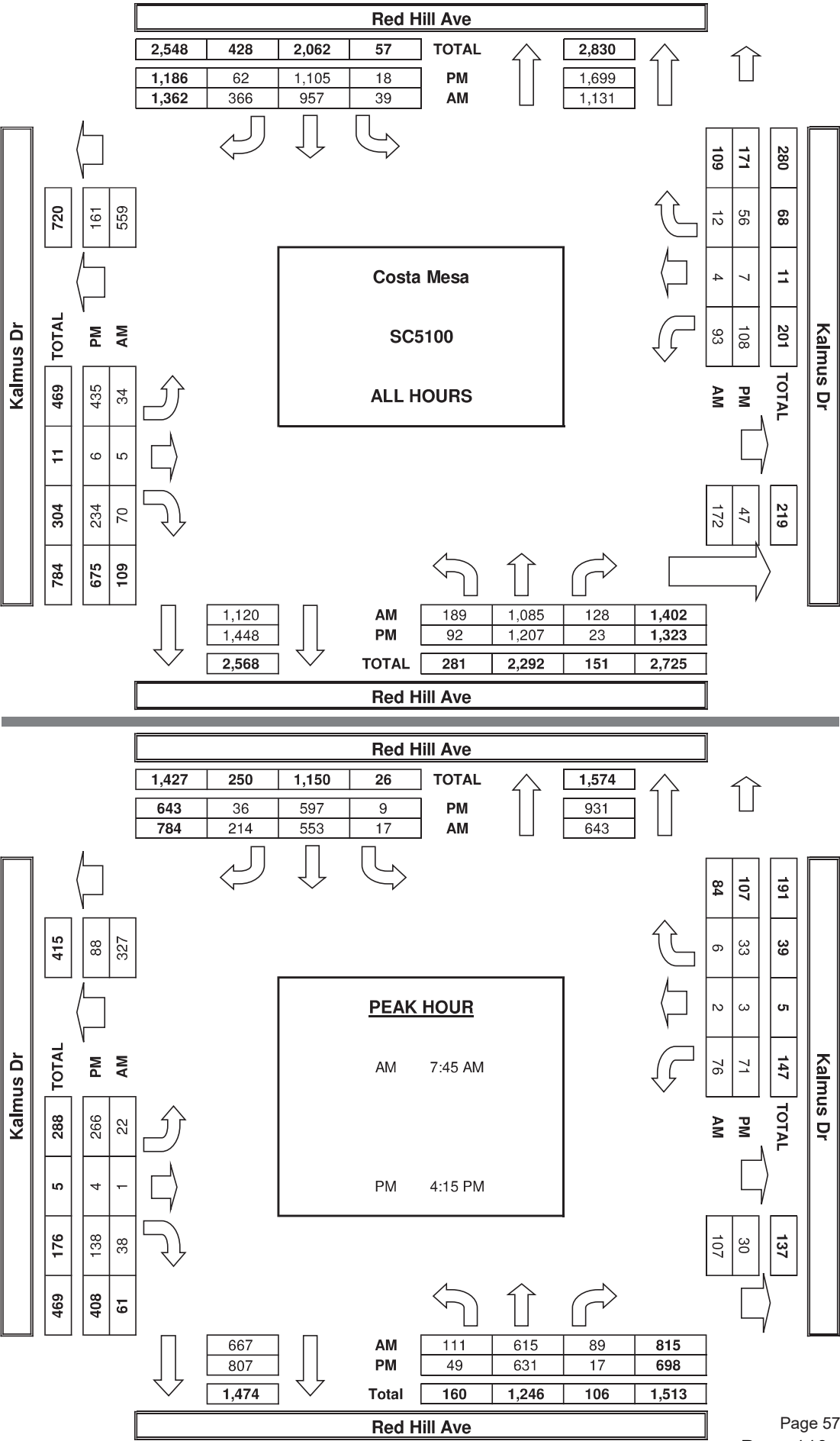
U-TURNS				
NB	SB	EB	WB	TTL
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0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

0 0 0 0

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
1	0	0	0	1
0	1	0	0	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
1	1	0	0	2

1 1 0 0





INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

T112224

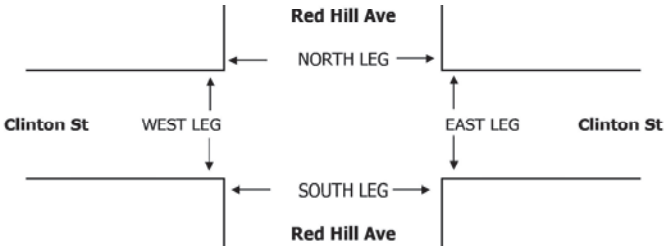
DATE: Tue, Jan 14, 25		LOCATION: NORTH & SOUTH: EAST & WEST:		Costa Mesa Red Hill Ave Clinton St		PROJECT #: LOCATION #: CONTROL:		SC5100 7 STOP W							
NOTES:						AM PM MD OTHER OTHER		◀ W S ▶ E		▲ N ▼					
		NORTHBOUND Red Hill Ave			SOUTHBOUND Red Hill Ave			EASTBOUND Clinton St			WESTBOUND Clinton St				
LANES:		NL 1	NT 2	NR 0	SL 1	ST 2	SR 0	EL 0	ET 1	ER 0	WL 1	WT 1	WR 0	TOTAL	
7:00 AM		8	88	19	3	63	4	0	1	0	8	0	1	195	
7:15 AM		9	135	18	9	91	2	3	0	3	14	0	0	284	
7:30 AM		10	196	66	14	105	2	0	0	1	10	0	4	408	
7:45 AM		8	243	55	7	176	1	0	0	4	6	0	6	506	
8:00 AM		15	257	58	13	155	5	2	0	1	8	0	4	518	
8:15 AM		13	237	34	7	99	6	2	0	5	7	0	4	414	
8:30 AM		20	191	20	11	98	8	1	0	3	6	0	5	363	
8:45 AM		14	212	28	16	84	5	0	0	3	6	0	6	374	
VOLUMES		97	1,559	298	80	871	33	8	1	20	65	0	30	3,070	
APPROACH %		5%	80%	15%	8%	88%	3%	28%	3%	69%	68%	0%	32%		
APP/DEPART		1,959	/	1,600	987	/	961	29	/	379	95	/	130	0	
BEGIN PEAK HR		7:30 AM													
VOLUMES		46	933	213	41	535	14	4	0	11	31	0	18	1,848	
APPROACH %		4%	78%	18%	7%	91%	2%	27%	0%	73%	63%	0%	37%		
PEAK HR FACTOR		0.905			0.802			0.536			0.875			0.892	
APP/DEPART		1,194	/	955	590	/	579	15	/	254	49	/	60	0	
4:00 PM		9	142	22	3	218	5	4	0	10	23	0	14	450	
4:15 PM		26	174	12	4	170	4	5	0	17	18	0	24	454	
4:30 PM		11	136	17	1	290	1	2	0	11	29	0	21	519	
4:45 PM		8	107	11	8	201	1	3	0	9	21	0	11	380	
5:00 PM		7	140	11	4	270	3	7	0	24	24	0	17	507	
5:15 PM		18	132	19	7	214	2	5	0	8	16	0	14	435	
5:30 PM		14	133	11	6	190	0	7	0	15	19	0	16	411	
5:45 PM		4	112	16	6	118	2	3	0	6	10	0	13	290	
VOLUMES		97	1,076	119	39	1,671	18	36	0	100	160	0	130	3,471	
APPROACH %		7%	82%	9%	2%	96%	1%	26%	0%	74%	55%	0%	45%		
APP/DEPART		1,306	/	1,253	1,739	/	1,945	136	/	158	290	/	115	0	
BEGIN PEAK HR		4:15 PM													
VOLUMES		52	557	51	17	931	9	17	0	61	92	0	73	1,872	
APPROACH %		8%	84%	8%	2%	97%	1%	22%	0%	78%	56%	0%	44%		
PEAK HR FACTOR		0.776			0.818			0.629			0.825			0.895	
APP/DEPART		667	/	652	962	/	1,091	78	/	68	165	/	61	0	

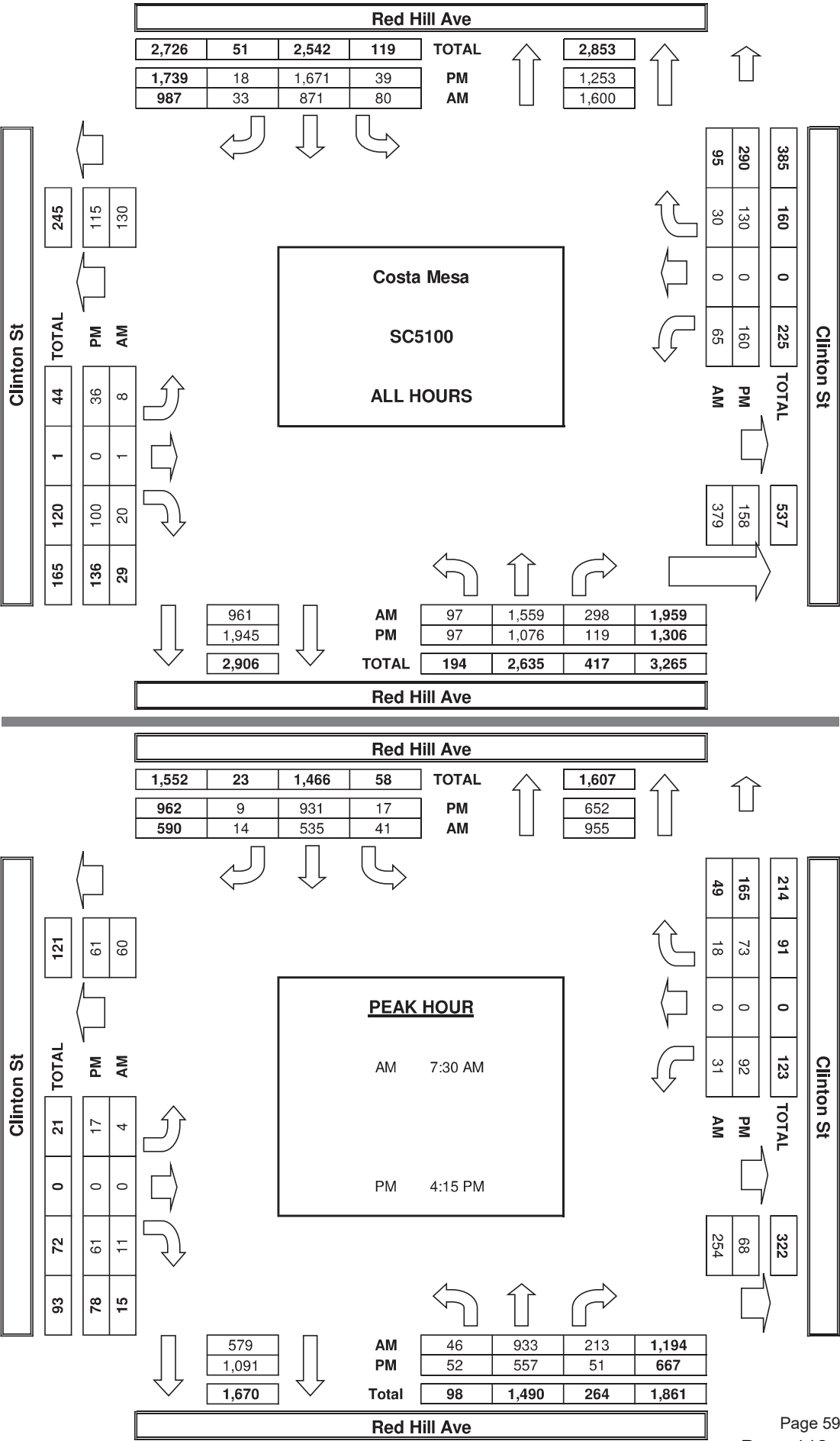
U-TURNS				
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0	0	0	0	0
0	0	0	0	0
1	1	0	0	2
1	0	0	0	1
5	3	0	0	8

2	0	0	0
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1	1	0	0	2
3	0	0	0	3
2	2	0	0	4
0	2	0	0	2
2	1	0	0	3
1	3	0	0	4
3	1	0	0	4
2	1	0	0	3
14	11	0	0	25

7	5	0	0
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INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

T112224

DATE: Tue, Jan 14, 25	LOCATION: NORTH & SOUTH: EAST & WEST:	Costa Mesa Red Hill Ave Bristol St	PROJECT #: LOCATION #: CONTROL:	SC5100 8 SIGNAL
NOTES:			<div> <div>AM</div> <div>PM</div> <div>MD</div> <div>OTHER</div> <div>OTHER</div> </div> <div> <div>▲</div> <div>◀ W</div> <div>▶ E</div> <div>▼</div> <div>S</div> <div>N</div> </div>	

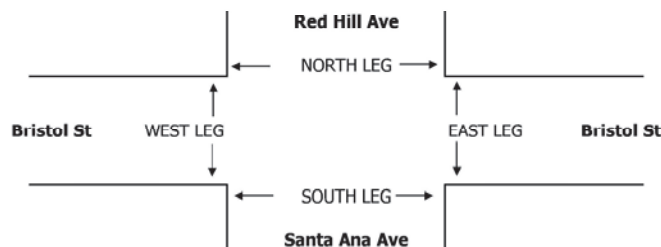
	NORTHBOUND Santa Ana Ave			SOUTHBOUND Red Hill Ave			EASTBOUND Bristol St			WESTBOUND Bristol St			
LANES:	NL 2	NT 1.5	NR 1.5	SL 2	ST 2	SR 1	EL 2	ET 3	ER 1	WL 2	WT 3	WR 1	TOTAL
7:00 AM	10	30	22	29	18	24	41	88	10	4	46	37	359
7:15 AM	17	52	28	38	28	22	51	113	26	6	46	57	484
7:30 AM	21	87	31	63	45	20	62	129	28	6	50	118	660
7:45 AM	26	110	39	91	56	32	73	199	31	10	70	120	857
8:00 AM	36	114	43	88	39	47	94	261	35	10	73	114	954
8:15 AM	36	88	28	50	34	29	93	214	33	16	72	102	795
8:30 AM	24	71	36	52	45	25	76	205	30	15	112	84	775
8:45 AM	32	93	41	46	34	23	72	226	37	13	113	84	814
VOLUMES	202	645	268	457	299	222	562	1,435	230	80	582	716	5,778
APPROACH %	18%	58%	24%	46%	30%	22%	25%	64%	10%	6%	41%	50%	
APP/DEPART	1,115	/	1,939	994	/	609	2,232	/	2,219	1,437	/	1,011	0
BEGIN PEAK HR	7:45 AM												
VOLUMES	122	383	146	281	174	133	336	879	129	51	327	420	3,427
APPROACH %	19%	59%	22%	47%	29%	22%	25%	65%	10%	6%	39%	50%	
PEAK HR FACTOR	0.843			0.830			0.862			0.943			0.885
APP/DEPART	651	/	1,145	594	/	354	1,345	/	1,345	837	/	583	0
4:00 PM	24	53	15	101	78	64	51	93	34	40	214	64	831
4:15 PM	27	60	29	60	75	63	47	115	38	25	242	100	881
4:30 PM	38	50	22	110	112	81	44	102	30	28	254	63	934
4:45 PM	28	38	25	92	109	59	28	111	34	26	253	55	858
5:00 PM	26	55	21	93	109	102	34	101	34	28	267	62	932
5:15 PM	27	62	20	73	98	70	41	93	35	40	291	69	919
5:30 PM	29	52	17	61	91	72	37	99	36	28	359	65	946
5:45 PM	22	48	18	59	65	36	29	77	31	37	263	58	743
VOLUMES	221	418	167	649	737	547	311	791	272	252	2,143	536	7,161
APPROACH %	27%	52%	21%	33%	38%	28%	22%	57%	20%	8%	71%	18%	
APP/DEPART	806	/	1,281	1,949	/	1,261	1,389	/	1,693	3,017	/	2,926	0
BEGIN PEAK HR	4:45 PM												
VOLUMES	110	207	83	319	407	303	140	454	199	122	1,755	251	3,710
APPROACH %	28%	52%	21%	31%	39%	29%	20%	59%	20%	8%	74%	16%	
PEAK HR FACTOR	0.917			0.844			0.984			0.861			0.969
APP/DEPART	400	/	605	1,036	/	668	689	/	848	1,585	/	1,589	0

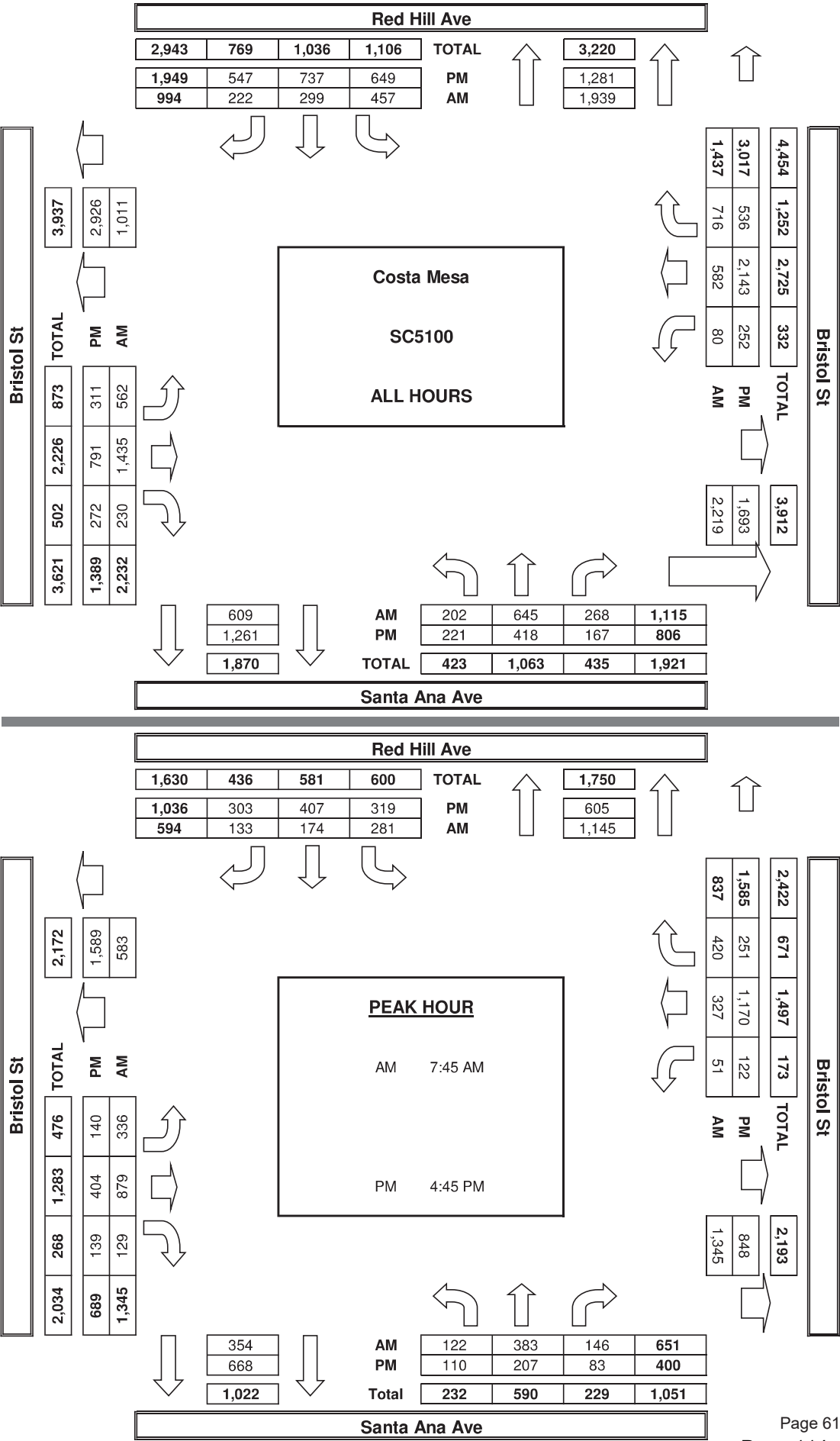
U-TURNS				
NB	SB	EB	WB	TTL
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0	2	2	5	9
0	4	1	7	12
0	0	1	6	7
0	2	0	12	14
0	3	0	10	13
0	1	0	11	12
0	2	0	6	8
0	16	5	59	80

0 6 1 39

0	3	3	7	13
0	4	1	12	17
0	2	2	10	14
0	3	0	14	17
0	3	1	8	12
0	1	2	12	15
0	0	3	8	11
0	0	3	15	18
0	16	15	86	117

0 7 6 42





PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

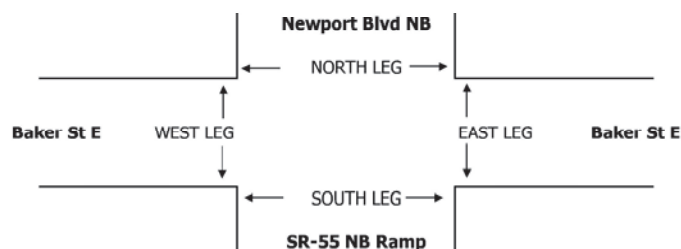
T112224

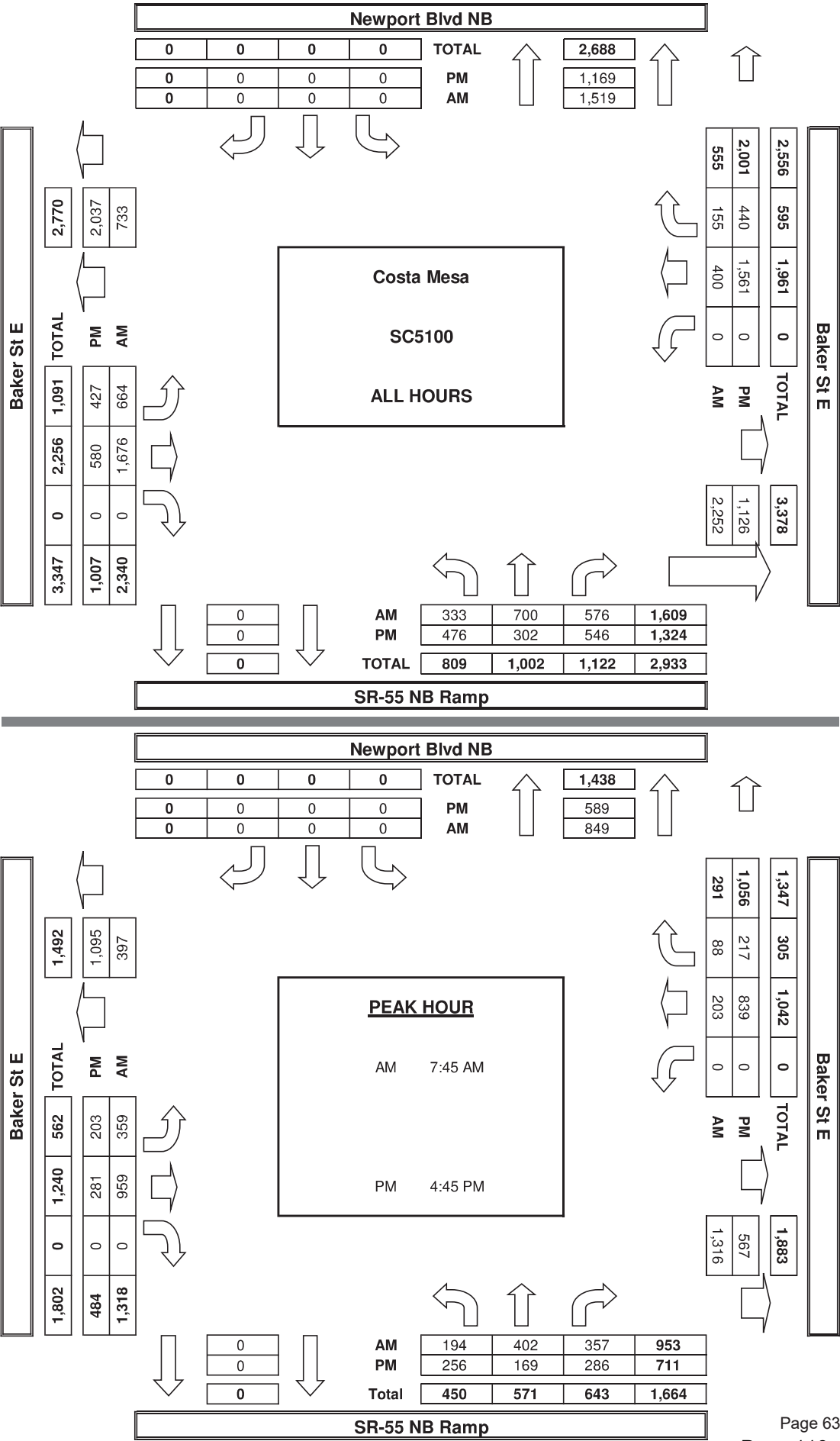
DATE: Tue, Jan 14, 25	LOCATION: NORTH & SOUTH: EAST & WEST:	Costa Mesa Newport Blvd NB Baker St E	PROJECT #: LOCATION #: CONTROL:	SC5100 9 SIGNAL	
NOTES:			<div>AM</div> <div>PM</div> <div>MD</div> <div>OTHER</div> <div>OTHER</div>	<div>▲</div> <div>N</div> <div>◀ W</div> <div>S</div> <div>▼</div>	<div></div> <div></div> <div>E ▶</div> <div></div>

	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	SR-55 NB Ramp			Newport Blvd NB			Baker St E			Baker St E			
LANES:	NL 0.5	NT 1	NR 0.5	SL X	ST X	SR X	EL 1	ET 2	ER X	WL X	WT 2	WR 1	TOTAL
7:00 AM	24	20	34	0	0	0	72	138	0	0	40	12	340
7:15 AM	25	74	41	0	0	0	93	193	0	0	46	17	489
7:30 AM	32	120	58	0	0	0	70	204	0	0	49	22	555
7:45 AM	51	93	116	0	0	0	90	265	0	0	38	28	681
8:00 AM	51	91	76	0	0	0	78	249	0	0	76	28	649
8:15 AM	46	119	92	0	0	0	92	234	0	0	46	19	648
8:30 AM	46	99	73	0	0	0	99	211	0	0	43	13	584
8:45 AM	58	84	86	0	0	0	70	182	0	0	62	16	558
VOLUMES	333	700	576	0	0	0	664	1,676	0	0	400	155	4,504
APPROACH %	21%	44%	36%	0%	0%	0%	28%	72%	0%	0%	72%	28%	
APP/DEPART	1,609	/	1,519	0	/	0	2,340	/	2,252	555	/	733	0
BEGIN PEAK HR	7:45 AM												
VOLUMES	194	402	357	0	0	0	359	959	0	0	203	88	2,562
APPROACH %	20%	42%	37%	0%	0%	0%	27%	73%	0%	0%	70%	30%	
PEAK HR FACTOR	0.916			0.000			0.928			0.700			0.941
APP/DEPART	953	/	849	0	/	0	1,318	/	1,316	291	/	397	0
4:00 PM	56	38	65	0	0	0	66	73	0	0	223	85	606
4:15 PM	55	39	71	0	0	0	52	93	0	0	158	45	513
4:30 PM	57	35	50	0	0	0	53	67	0	0	196	66	524
4:45 PM	56	39	47	0	0	0	48	68	0	0	187	57	502
5:00 PM	58	36	58	0	0	0	58	62	0	0	212	76	560
5:15 PM	64	54	87	0	0	0	52	79	0	0	246	49	631
5:30 PM	78	40	94	0	0	0	45	72	0	0	194	35	558
5:45 PM	52	21	74	0	0	0	53	66	0	0	145	27	438
VOLUMES	476	302	546	0	0	0	427	580	0	0	1,561	440	4,332
APPROACH %	36%	23%	41%	0%	0%	0%	42%	58%	0%	0%	78%	22%	
APP/DEPART	1,324	/	1,169	0	/	0	1,007	/	1,126	2,001	/	2,037	0
BEGIN PEAK HR	4:45 PM												
VOLUMES	256	169	286	0	0	0	203	281	0	0	839	217	2,251
APPROACH %	36%	24%	40%	0%	0%	0%	42%	58%	0%	0%	79%	21%	
PEAK HR FACTOR	0.838			0.000			0.924			0.895			0.892
APP/DEPART	711	/	589	0	/	0	484	/	567	1,056	/	1,095	0

[illegible][illegible]

0	0	0	0
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INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC, tel: 714 253 7888 cs@aimtd.com

T112224

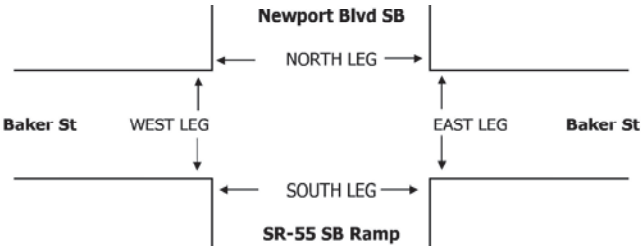
DATE: Tue, Jan 14, 25		LOCATION: NORTH & SOUTH: EAST & WEST:		Costa Mesa Newport Blvd SB Baker St		PROJECT #: LOCATION #: CONTROL:		SC5100 10 SIGNAL						
NOTES:						AM PM MD OTHER OTHER	◀ W S ▶ E	▲ N ▼						
		NORTHBOUND SR-55 SB Ramp		SOUTHBOUND Newport Blvd SB		EASTBOUND Baker St		WESTBOUND Baker St E						
LANES:		NL X	NT X	NR X	SL 0.5	ST 0.5	SR 1	EL X	ET 2	ER 1	WL 1	WT 2	WR X	TOTAL
7:00 AM		0	0	0	51	15	55	0	160	41	13	51	0	386
7:15 AM		0	0	0	51	26	74	0	235	66	13	57	0	522
7:30 AM		0	0	0	68	32	75	0	207	78	13	68	0	541
7:45 AM		0	0	0	68	23	67	0	288	94	17	72	0	629
8:00 AM		0	0	0	59	30	70	0	269	89	24	102	0	643
8:15 AM		0	0	0	59	23	79	0	267	86	20	72	0	606
8:30 AM		0	0	0	39	28	62	0	271	88	9	80	0	577
8:45 AM		0	0	0	44	29	68	0	208	87	21	98	0	555
VOLUMES		0	0	0	439	206	550	0	1,905	629	130	600	0	4,459
APPROACH %		0%	0%	0%	37%	17%	46%	0%	75%	25%	18%	82%	0%	
APP/DEPART		0	/	0	1,195	/	965	2,534	/	2,344	730	/	1,150	0
BEGIN PEAK HR		7:45 AM												
VOLUMES		0	0	0	225	104	278	0	1,095	357	70	326	0	2,455
APPROACH %		0%	0%	0%	37%	17%	46%	0%	75%	25%	18%	82%	0%	
PEAK HR FACTOR		0.000			0.943		0.950		0.786				0.955	
APP/DEPART		0	/	0	607	/	531	1,452	/	1,320	396	/	604	0
4:00 PM		0	0	0	23	42	97	0	117	98	44	234	0	655
4:15 PM		0	0	0	30	45	92	0	115	123	43	171	0	619
4:30 PM		0	0	0	14	52	98	0	106	106	67	184	0	627
4:45 PM		0	0	0	12	60	99	0	105	110	66	180	0	632
5:00 PM		0	0	0	7	65	94	0	113	80	55	214	0	628
5:15 PM		0	0	0	17	78	111	0	115	119	72	237	0	749
5:30 PM		0	0	0	14	52	102	0	103	108	48	222	0	649
5:45 PM		0	0	0	10	47	117	0	109	116	43	153	0	595
VOLUMES		0	0	0	127	441	810	0	883	860	438	1,595	0	5,154
APPROACH %		0%	0%	0%	9%	32%	59%	0%	51%	49%	22%	78%	0%	
APP/DEPART		0	/	0	1,378	/	1,739	1,743	/	1,010	2,033	/	2,405	0
BEGIN PEAK HR		4:45 PM												
VOLUMES		0	0	0	50	255	406	0	436	417	241	853	0	2,658
APPROACH %		0%	0%	0%	7%	36%	57%	0%	51%	49%	22%	78%	0%	
PEAK HR FACTOR		0.000			0.863		0.911		0.885				0.887	
APP/DEPART		0	/	0	711	/	913	853	/	486	1,094	/	1,259	0

U-TURNS				
NB	SB	EB	WB	TTL
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

0	0	0	0
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0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
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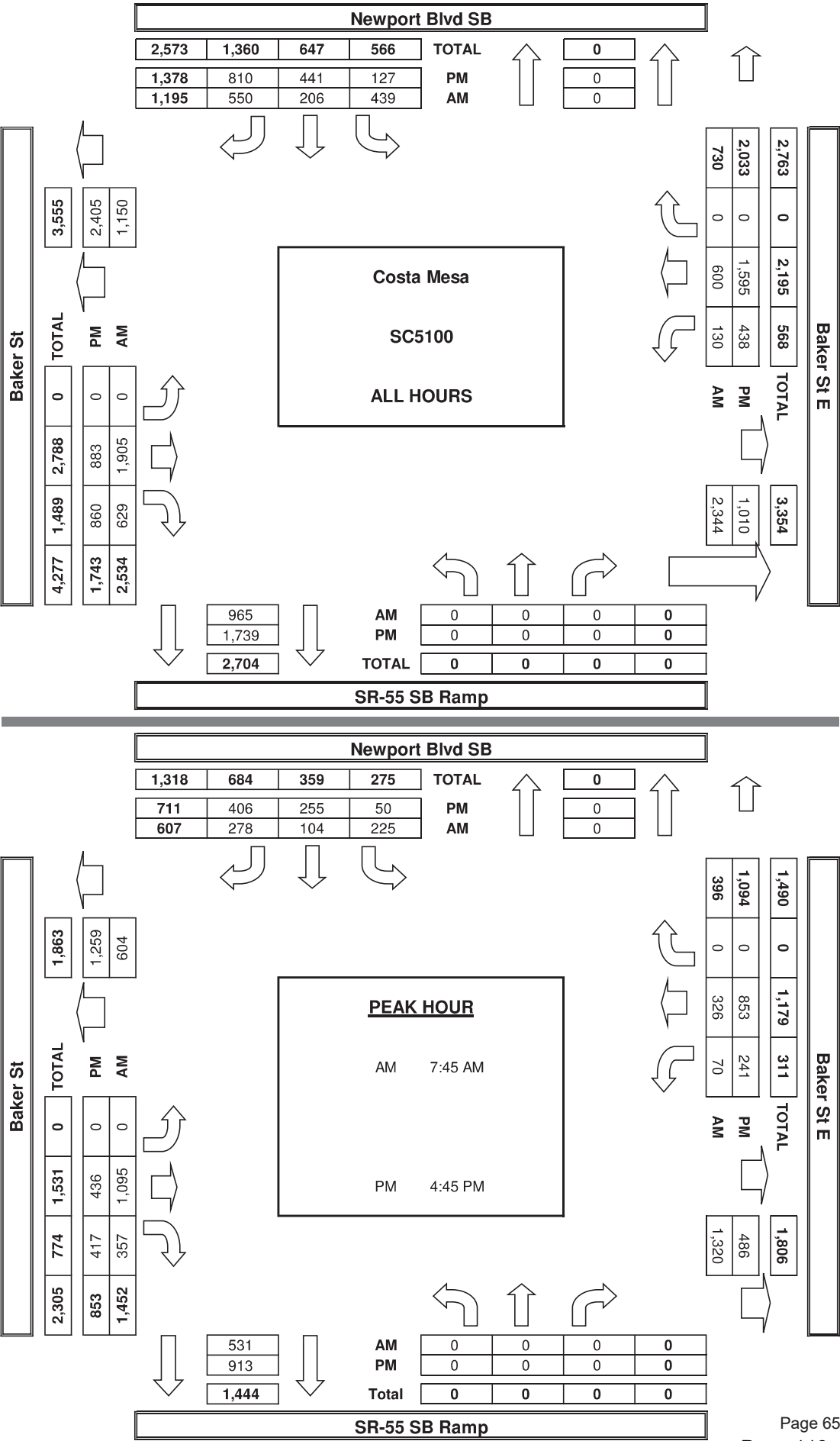


EXHIBIT B
Traffic Impact Analysis Report
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

Attachment A

City of Costa Mesa
N/S: SR-55 S Frontage Road/Newport Blvd
E/W: Paularino Avenue
Weather: Clear

File Name : 10_CSM_55Fro_Paul Th AM
Site Code : 19224028
Start Date : 3/14/2024
Page No : 1

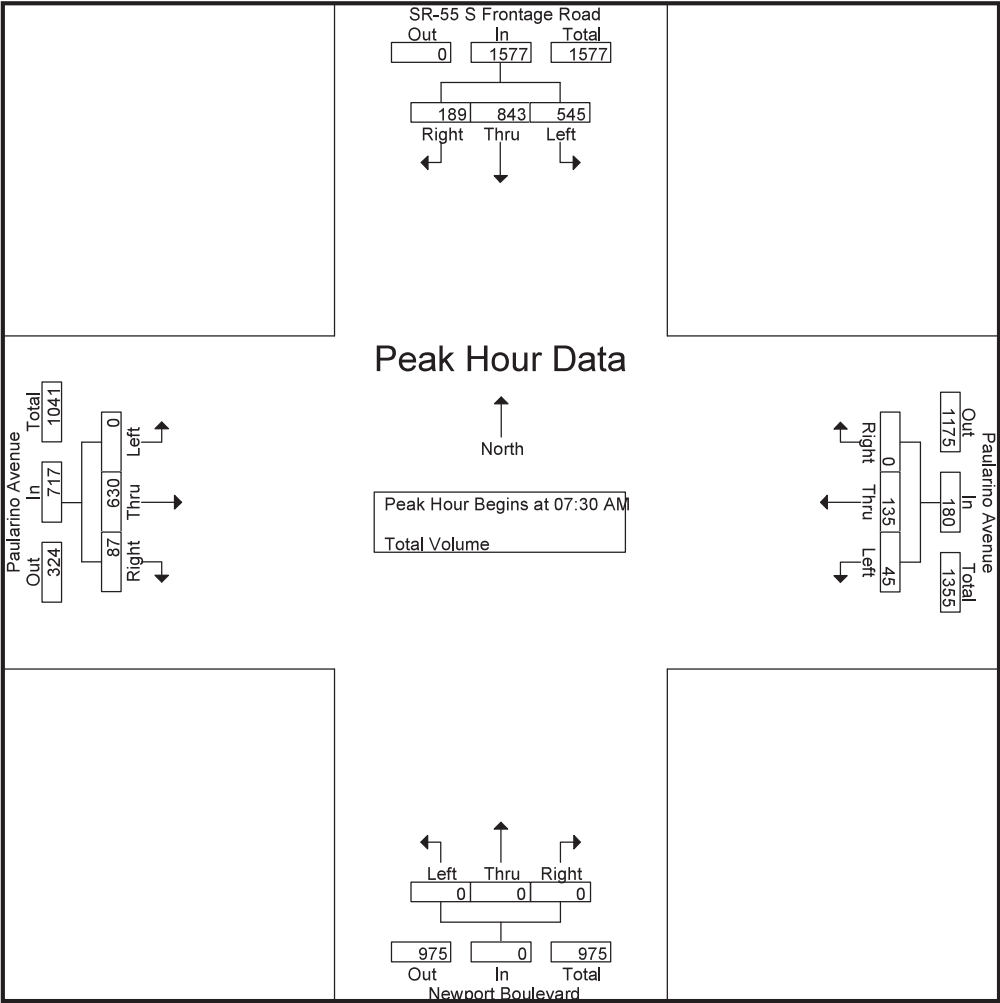
Groups Printed- Total Volume

	SR-55 S Frontage Road Southbound				Paularino Avenue Westbound				Newport Boulevard Northbound				Paularino Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	116	162	37	315	4	17	0	21	0	0	0	0	0	136	10	146	482
07:15 AM	125	190	34	349	8	22	0	30	0	0	0	0	0	122	15	137	516
07:30 AM	146	213	40	399	8	35	0	43	0	0	0	0	0	166	28	194	636
07:45 AM	134	219	47	400	5	32	0	37	0	0	0	0	0	177	17	194	631
Total	521	784	158	1463	25	106	0	131	0	0	0	0	0	601	70	671	2265
08:00 AM	143	202	55	400	17	29	0	46	0	0	0	0	0	155	21	176	622
08:15 AM	122	209	47	378	15	39	0	54	0	0	0	0	0	132	21	153	585
08:30 AM	120	168	62	350	8	39	0	47	0	0	0	0	0	137	17	154	551
08:45 AM	125	175	56	356	11	45	0	56	0	0	0	0	0	142	25	167	579
Total	510	754	220	1484	51	152	0	203	0	0	0	0	0	566	84	650	2337
Grand Total	1031	1538	378	2947	76	258	0	334	0	0	0	0	0	1167	154	1321	4602
Apprch %	35	52.2	12.8		22.8	77.2	0		0	0	0		0	88.3	11.7		
Total %	22.4	33.4	8.2	64	1.7	5.6	0	7.3	0	0	0	0	0	25.4	3.3	28.7	

	SR-55 S Frontage Road Southbound				Paularino Avenue Westbound				Newport Boulevard Northbound				Paularino Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	146	213	40	399	8	35	0	43	0	0	0	0	0	166	28	194	636
07:45 AM	134	219	47	400	5	32	0	37	0	0	0	0	0	177	17	194	631
08:00 AM	143	202	55	400	17	29	0	46	0	0	0	0	0	155	21	176	622
08:15 AM	122	209	47	378	15	39	0	54	0	0	0	0	0	132	21	153	585
Total Volume	545	843	189	1577	45	135	0	180	0	0	0	0	0	630	87	717	2474
% App. Total	34.6	53.5	12		25	75	0		0	0	0		0	87.9	12.1		
PHF	.933	.962	.859	.986	.662	.865	.000	.833	.000	.000	.000	.000	.000	.890	.777	.924	.972

City of Costa Mesa
N/S: SR-55 S Frontage Road/Newport Blvd
E/W: Paularino Avenue
Weather: Clear

File Name : 10_CSM_55Fro_Paul Th AM
Site Code : 19224028
Start Date : 3/14/2024
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Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				08:00 AM				07:00 AM				07:30 AM			
+0 mins.	146	213	40	399	17	29	0	46	0	0	0	0	0	166	28	194
+15 mins.	134	219	47	400	15	39	0	54	0	0	0	0	0	177	17	194
+30 mins.	143	202	55	400	8	39	0	47	0	0	0	0	0	155	21	176
+45 mins.	122	209	47	378	11	45	0	56	0	0	0	0	0	132	21	153
Total Volume	545	843	189	1577	51	152	0	203	0	0	0	0	0	630	87	717
% App. Total	34.6	53.5	12		25.1	74.9	0		0	0	0	0	0	87.9	12.1	
PHF	.933	.962	.859	.986	.750	.844	.000	.906	.000	.000	.000	.000	.000	.890	.777	.924

EXHIBIT B
Traffic Impact Analysis Report
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

Attachment A

City of Costa Mesa
N/S: SR-55 S Frontage Road/Newport Blvd
E/W: Paularino Avenue
Weather: Clear

File Name : 10_CSM_55Fro_Paul Th PM
Site Code : 19224028
Start Date : 3/14/2024
Page No : 1

Groups Printed- Total Volume

	SR-55 S Frontage Road Southbound				Paularino Avenue Westbound				Newport Boulevard Northbound				Paularino Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	38	120	66	224	21	122	0	143	0	0	0	0	0	82	24	106	473
04:15 PM	47	109	70	226	27	104	0	131	0	0	0	0	0	88	22	110	467
04:30 PM	37	121	59	217	31	129	0	160	0	0	0	0	0	81	33	114	491
04:45 PM	47	159	92	298	24	127	0	151	0	0	0	0	0	79	29	108	557
Total	169	509	287	965	103	482	0	585	0	0	0	0	0	330	108	438	1988
05:00 PM	39	126	91	256	29	175	0	204	0	0	0	0	0	94	31	125	585
05:15 PM	44	128	73	245	27	139	0	166	0	0	0	0	0	87	26	113	524
05:30 PM	35	142	96	273	17	98	0	115	0	0	0	0	0	81	40	121	509
05:45 PM	38	132	87	257	30	112	0	142	0	0	0	0	0	80	31	111	510
Total	156	528	347	1031	103	524	0	627	0	0	0	0	0	342	128	470	2128
06:00 PM	36	122	94	252	6	95	0	101	0	0	0	0	0	89	30	119	472
06:15 PM	46	114	89	249	21	66	0	87	0	0	0	0	0	109	26	135	471
Grand Total	407	1273	817	2497	233	1167	0	1400	0	0	0	0	0	870	292	1162	5059
Apprch %	16.3	51	32.7		16.6	83.4	0		0	0	0		0	74.9	25.1		
Total %	8	25.2	16.1	49.4	4.6	23.1	0	27.7	0	0	0	0	0	17.2	5.8	23	

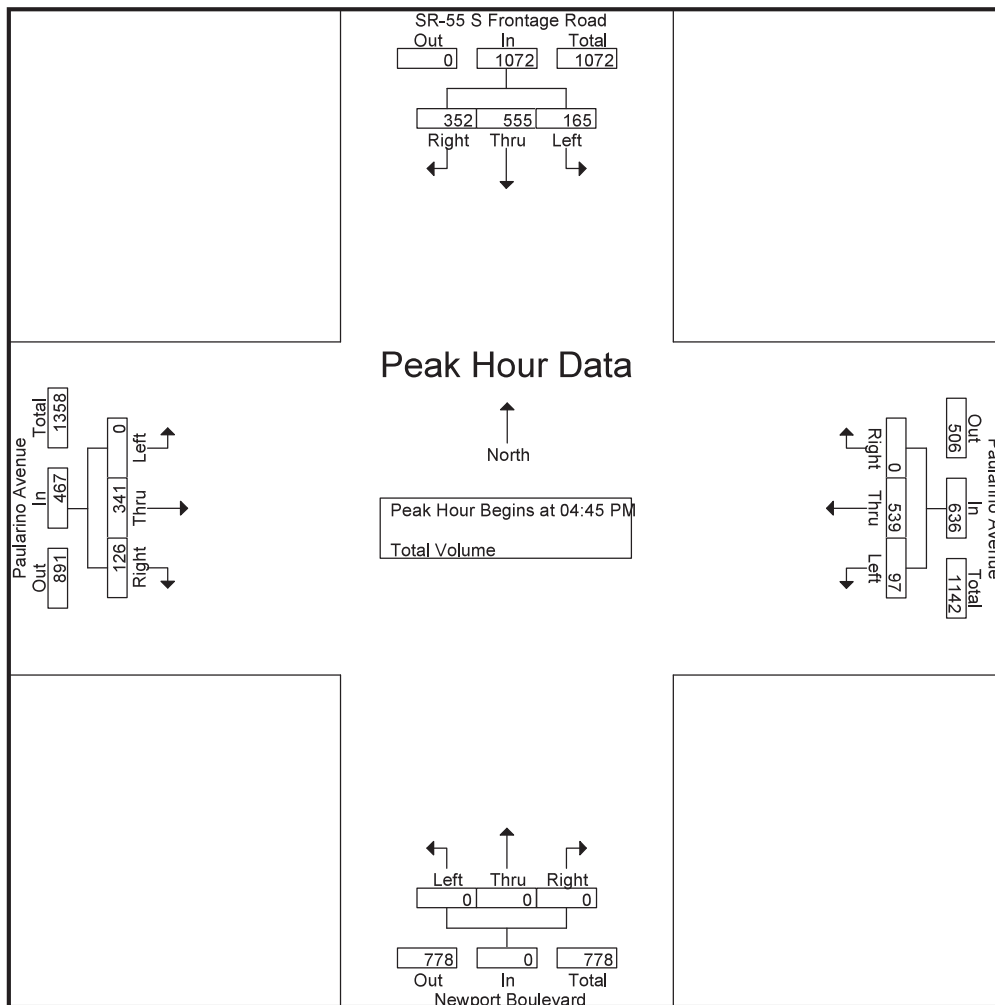
	SR-55 S Frontage Road Southbound				Paularino Avenue Westbound				Newport Boulevard Northbound				Paularino Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	47	159	92	298	24	127	0	151	0	0	0	0	0	79	29	108	557
05:00 PM	39	126	91	256	29	175	0	204	0	0	0	0	0	94	31	125	585
05:15 PM	44	128	73	245	27	139	0	166	0	0	0	0	0	87	26	113	524
05:30 PM	35	142	96	273	17	98	0	115	0	0	0	0	0	81	40	121	509
Total Volume	165	555	352	1072	97	539	0	636	0	0	0	0	0	341	126	467	2175
% App. Total	15.4	51.8	32.8		15.3	84.7	0		0	0	0		0	73	27		
PHF	.878	.873	.917	.899	.836	.770	.000	.779	.000	.000	.000	.000	.000	.907	.788	.934	.929

EXHIBIT B
Traffic Impact Analysis Report
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

Attachment A

City of Costa Mesa
N/S: SR-55 S Frontage Road/Newport Blvd
E/W: Paularino Avenue
Weather: Clear

File Name : 10_CSM_55Fro_Paul Th PM
Site Code : 19224028
Start Date : 3/14/2024
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Peak Hour Analysis From 04:00 PM to 06:15 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:30 PM				04:00 PM				05:30 PM			
+0 mins.	47	159	92	298	31	129	0	160	0	0	0	0	0	81	40	121
+15 mins.	39	126	91	256	24	127	0	151	0	0	0	0	0	80	31	111
+30 mins.	44	128	73	245	29	175	0	204	0	0	0	0	0	89	30	119
+45 mins.	35	142	96	273	27	139	0	166	0	0	0	0	0	109	26	135
Total Volume	165	555	352	1072	111	570	0	681	0	0	0	0	0	359	127	486
% App. Total	15.4	51.8	32.8		16.3	83.7	0		0	0	0	0	0	73.9	26.1	
PHF	.878	.873	.917	.899	.895	.814	.000	.835	.000	.000	.000	.000	.000	.823	.794	.900

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Attachment A

City of Costa Mesa
N/S: SR-55 N Frontage Road/Newport Blvd
E/W: Paularino Avenue
Weather: Clear

File Name : 11_CSM_55FroN_Paul Th AM
Site Code : 19224028
Start Date : 3/14/2024
Page No : 1

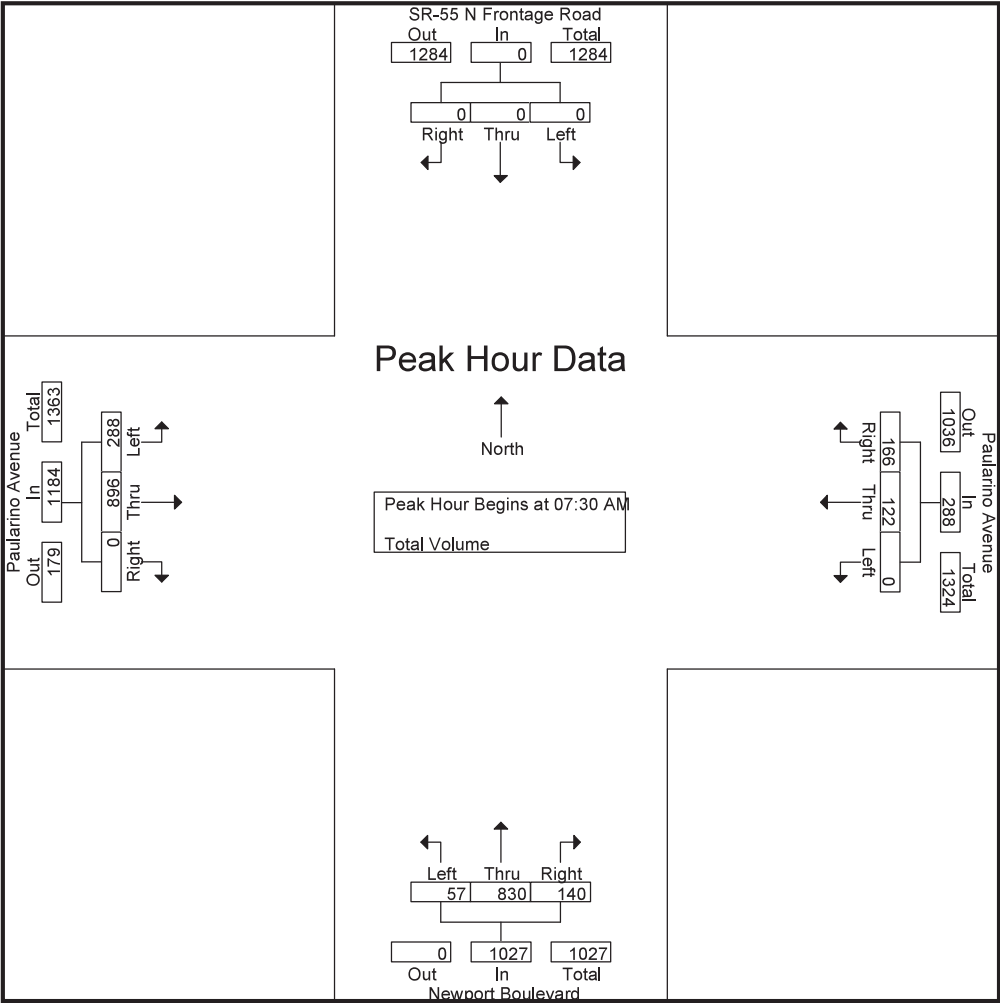
Groups Printed- Total Volume

	SR-55 N Frontage Road Southbound				Paularino Avenue Westbound				Newport Boulevard Northbound				Paularino Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	0	14	24	38	7	99	13	119	55	195	0	250	407
07:15 AM	0	0	0	0	0	28	34	62	3	130	15	148	71	181	0	252	462
07:30 AM	0	0	0	0	0	36	45	81	9	194	26	229	95	220	0	315	625
07:45 AM	0	0	0	0	0	25	42	67	13	225	33	271	75	239	0	314	652
Total	0	0	0	0	0	103	145	248	32	648	87	767	296	835	0	1131	2146
08:00 AM	0	0	0	0	0	26	35	61	17	210	30	257	67	230	0	297	615
08:15 AM	0	0	0	0	0	35	44	79	18	201	51	270	51	207	0	258	607
08:30 AM	0	0	0	0	0	36	32	68	13	197	39	249	66	187	0	253	570
08:45 AM	0	0	0	0	0	40	38	78	14	171	38	223	50	214	0	264	565
Total	0	0	0	0	0	137	149	286	62	779	158	999	234	838	0	1072	2357
Grand Total	0	0	0	0	0	240	294	534	94	1427	245	1766	530	1673	0	2203	4503
Apprch %	0	0	0		0	44.9	55.1		5.3	80.8	13.9		24.1	75.9	0		
Total %	0	0	0		0	5.3	6.5	11.9	2.1	31.7	5.4	39.2	11.8	37.2	0	48.9	

	SR-55 N Frontage Road Southbound				Paularino Avenue Westbound				Newport Boulevard Northbound				Paularino Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	0	0	0	36	45	81	9	194	26	229	95	220	0	315	625
07:45 AM	0	0	0	0	0	25	42	67	13	225	33	271	75	239	0	314	652
08:00 AM	0	0	0	0	0	26	35	61	17	210	30	257	67	230	0	297	615
08:15 AM	0	0	0	0	0	35	44	79	18	201	51	270	51	207	0	258	607
Total Volume	0	0	0	0	0	122	166	288	57	830	140	1027	288	896	0	1184	2499
% App. Total	0	0	0		0	42.4	57.6		5.6	80.8	13.6		24.3	75.7	0		
PHF	.000	.000	.000	.000	.000	.847	.922	.889	.792	.922	.686	.947	.758	.937	.000	.940	.958

City of Costa Mesa
N/S: SR-55 N Frontage Road/Newport Blvd
E/W: Paularino Avenue
Weather: Clear

File Name : 11_CSM_55FroN_Paul Th AM
Site Code : 19224028
Start Date : 3/14/2024
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Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:00 AM				07:30 AM				07:45 AM				07:30 AM			
+0 mins.	0	0	0	0	0	36	45	81	13	225	33	271	95	220	0	315
+15 mins.	0	0	0	0	0	25	42	67	17	210	30	257	75	239	0	314
+30 mins.	0	0	0	0	0	26	35	61	18	201	51	270	67	230	0	297
+45 mins.	0	0	0	0	0	35	44	79	13	197	39	249	51	207	0	258
Total Volume	0	0	0	0	0	122	166	288	61	833	153	1047	288	896	0	1184
% App. Total	0	0	0	0	0	42.4	57.6		5.8	79.6	14.6		24.3	75.7	0	
PHF	.000	.000	.000	.000	.000	.847	.922	.889	.847	.926	.750	.966	.758	.937	.000	.940

EXHIBIT B
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Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

Attachment A

City of Costa Mesa
N/S: SR-55 N Frontage Road/Newport Blvd
E/W: Paularino Avenue
Weather: Clear

File Name : 11_CSM_55FroN_Paul Th PM
Site Code : 19224028
Start Date : 3/14/2024
Page No : 1

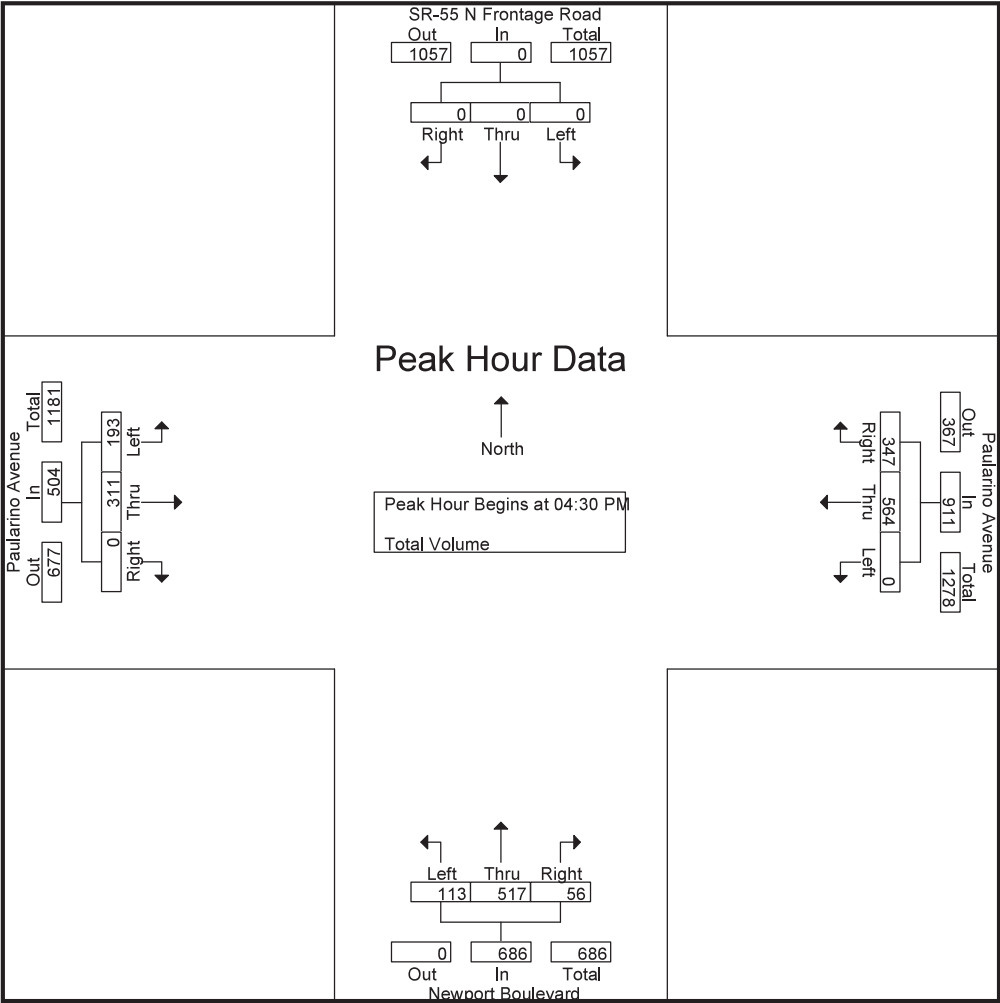
Groups Printed- Total Volume

	SR-55 N Frontage Road Southbound				Paularino Avenue Westbound				Newport Boulevard Northbound				Paularino Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	0	0	0	0	0	121	92	213	22	142	16	180	52	68	0	120	513
04:15 PM	0	0	0	0	0	105	86	191	29	115	19	163	53	85	0	138	492
04:30 PM	0	0	0	0	0	142	103	245	19	139	15	173	48	69	0	117	535
04:45 PM	0	0	0	0	0	119	48	167	28	120	13	161	40	85	0	125	453
Total	0	0	0	0	0	487	329	816	98	516	63	677	193	307	0	500	1993
05:00 PM	0	0	0	0	0	166	116	282	38	144	10	192	52	83	0	135	609
05:15 PM	0	0	0	0	0	137	80	217	28	114	18	160	53	74	0	127	504
05:30 PM	0	0	0	0	0	100	71	171	17	112	15	144	49	71	0	120	435
05:45 PM	0	0	0	0	0	107	46	153	36	85	6	127	47	72	0	119	399
Total	0	0	0	0	0	510	313	823	119	455	49	623	201	300	0	501	1947
06:00 PM	0	0	0	0	0	76	72	148	26	80	8	114	60	66	0	126	388
06:15 PM	0	0	0	0	0	71	73	144	14	111	9	134	68	83	0	151	429
Grand Total	0	0	0	0	0	1144	787	1931	257	1162	129	1548	522	756	0	1278	4757
Apprch %	0	0	0	0	0	59.2	40.8		16.6	75.1	8.3		40.8	59.2	0		
Total %	0	0	0	0	0	24	16.5	40.6	5.4	24.4	2.7	32.5	11	15.9	0	26.9	

	SR-55 N Frontage Road Southbound				Paularino Avenue Westbound				Newport Boulevard Northbound				Paularino Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	0	0	0	0	0	142	103	245	19	139	15	173	48	69	0	117	535
04:45 PM	0	0	0	0	0	119	48	167	28	120	13	161	40	85	0	125	453
05:00 PM	0	0	0	0	0	166	116	282	38	144	10	192	52	83	0	135	609
05:15 PM	0	0	0	0	0	137	80	217	28	114	18	160	53	74	0	127	504
Total Volume	0	0	0	0	0	564	347	911	113	517	56	686	193	311	0	504	2101
% App. Total	0	0	0	0	0	61.9	38.1		16.5	75.4	8.2		38.3	61.7	0		
PHF	.000	.000	.000	.000	.000	.849	.748	.808	.743	.898	.778	.893	.910	.915	.000	.933	.862

City of Costa Mesa
N/S: SR-55 N Frontage Road/Newport Blvd
E/W: Paularino Avenue
Weather: Clear

File Name : 11_CSM_55FroN_Paul Th PM
Site Code : 19224028
Start Date : 3/14/2024
Page No : 2



Peak Hour Analysis From 04:00 PM to 06:15 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:00 PM				04:30 PM				04:15 PM				05:30 PM			
+0 mins.	0	0	0	0	0	142	103	245	29	115	19	163	49	71	0	120
+15 mins.	0	0	0	0	0	119	48	167	19	139	15	173	47	72	0	119
+30 mins.	0	0	0	0	0	166	116	282	28	120	13	161	60	66	0	126
+45 mins.	0	0	0	0	0	137	80	217	38	144	10	192	68	83	0	151
Total Volume	0	0	0	0	0	564	347	911	114	518	57	689	224	292	0	516
% App. Total	0	0	0	0	0	61.9	38.1		16.5	75.2	8.3		43.4	56.6	0	
PHF	.000	.000	.000	.000	.000	.849	.748	.808	.750	.899	.750	.897	.824	.880	.000	.854

EXHIBIT B
Traffic Impact Analysis Report
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

Attachment A

City of Costa Mesa
N/S: Red Hill Avenue
E/W: Paularino Avenue
Weather: Clear

File Name : 50_CSM_RedH_Paulo Th AM
Site Code : 19224028
Start Date : 3/14/2024
Page No : 1

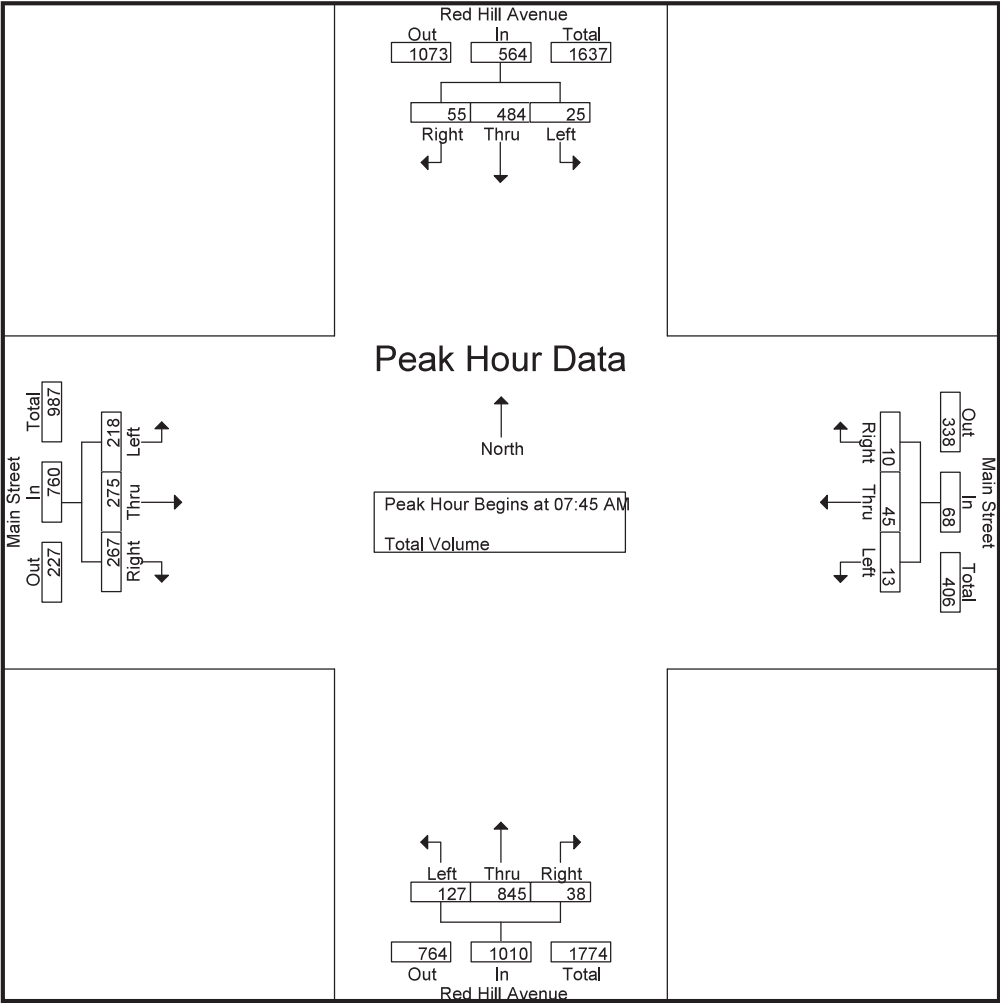
Groups Printed- Total Volume

	Red Hill Avenue Southbound				Main Street Westbound				Red Hill Avenue Northbound				Main Street Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	4	56	4	64	4	10	0	14	17	70	2	89	28	45	62	135	302
07:15 AM	3	85	10	98	4	12	2	18	19	93	4	116	26	43	62	131	363
07:30 AM	6	88	18	112	3	12	6	21	38	110	6	154	38	73	63	174	461
07:45 AM	5	129	15	149	3	13	0	16	36	216	9	261	61	81	65	207	633
Total	18	358	47	423	14	47	8	69	110	489	21	620	153	242	252	647	1759
08:00 AM	4	109	8	121	3	9	1	13	37	189	11	237	49	78	76	203	574
08:15 AM	11	111	16	138	4	8	6	18	32	218	10	260	61	59	69	189	605
08:30 AM	5	135	16	156	3	15	3	21	22	222	8	252	47	57	57	161	590
08:45 AM	12	111	11	134	1	14	6	21	37	220	10	267	48	60	47	155	577
Total	32	466	51	549	11	46	16	73	128	849	39	1016	205	254	249	708	2346
Grand Total	50	824	98	972	25	93	24	142	238	1338	60	1636	358	496	501	1355	4105
Apprch %	5.1	84.8	10.1		17.6	65.5	16.9		14.5	81.8	3.7		26.4	36.6	37		
Total %	1.2	20.1	2.4	23.7	0.6	2.3	0.6	3.5	5.8	32.6	1.5	39.9	8.7	12.1	12.2	33	

	Red Hill Avenue Southbound				Main Street Westbound				Red Hill Avenue Northbound				Main Street Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	5	129	15	149	3	13	0	16	36	216	9	261	61	81	65	207	633
08:00 AM	4	109	8	121	3	9	1	13	37	189	11	237	49	78	76	203	574
08:15 AM	11	111	16	138	4	8	6	18	32	218	10	260	61	59	69	189	605
08:30 AM	5	135	16	156	3	15	3	21	22	222	8	252	47	57	57	161	590
Total Volume	25	484	55	564	13	45	10	68	127	845	38	1010	218	275	267	760	2402
% App. Total	4.4	85.8	9.8		19.1	66.2	14.7		12.6	83.7	3.8		28.7	36.2	35.1		
PHF	.568	.896	.859	.904	.813	.750	.417	.810	.858	.952	.864	.967	.893	.849	.878	.918	.949

City of Costa Mesa
N/S: Red Hill Avenue
E/W: Paularino Avenue
Weather: Clear

File Name : 50_CSM_RedH_Paulo Th AM
Site Code : 19224028
Start Date : 3/14/2024
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:45 AM				08:00 AM				08:00 AM				07:30 AM			
+0 mins.	5	129	15	149	3	9	1	13	37	189	11	237	38	73	63	174
+15 mins.	4	109	8	121	4	8	6	18	32	218	10	260	61	81	65	207
+30 mins.	11	111	16	138	3	15	3	21	22	222	8	252	49	78	76	203
+45 mins.	5	135	16	156	1	14	6	21	37	220	10	267	61	59	69	189
Total Volume	25	484	55	564	11	46	16	73	128	849	39	1016	209	291	273	773
% App. Total	4.4	85.8	9.8		15.1	63	21.9		12.6	83.6	3.8		27	37.6	35.3	
PHF	.568	.896	.859	.904	.688	.767	.667	.869	.865	.956	.886	.951	.857	.898	.898	.934

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Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

Attachment A

City of Costa Mesa
N/S: Red Hill Avenue
E/W: Paularino Avenue
Weather: Clear

File Name : 50_CSM_RedH_Paulo Th PM
Site Code : 19224028
Start Date : 3/14/2024
Page No : 1

Groups Printed- Total Volume

	Red Hill Avenue Southbound				Main Street Westbound				Red Hill Avenue Northbound				Main Street Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	4	120	34	158	6	71	10	87	51	257	3	311	36	18	24	78	634
04:15 PM	2	143	35	180	6	39	11	56	57	238	2	297	34	18	33	85	618
04:30 PM	5	153	49	207	11	62	9	82	61	227	0	288	36	23	26	85	662
04:45 PM	1	167	38	206	6	43	9	58	44	199	4	247	38	26	28	92	603
Total	12	583	156	751	29	215	39	283	213	921	9	1143	144	85	111	340	2517
05:00 PM	1	169	64	234	11	80	14	105	57	269	5	331	40	22	24	86	756
05:15 PM	3	207	47	257	5	60	10	75	47	206	3	256	37	14	28	79	667
05:30 PM	2	180	41	223	1	44	10	55	44	199	4	247	32	15	32	79	604
05:45 PM	3	133	44	180	0	32	9	41	35	151	1	187	35	15	28	78	486
Total	9	689	196	894	17	216	43	276	183	825	13	1021	144	66	112	322	2513
06:00 PM	2	125	42	169	2	37	11	50	37	141	3	181	30	12	20	62	462
06:15 PM	0	111	31	142	1	29	2	32	46	112	1	159	24	18	34	76	409
Grand Total	23	1508	425	1956	49	497	95	641	479	1999	26	2504	342	181	277	800	5901
Apprch %	1.2	77.1	21.7		7.6	77.5	14.8		19.1	79.8	1		42.8	22.6	34.6		
Total %	0.4	25.6	7.2	33.1	0.8	8.4	1.6	10.9	8.1	33.9	0.4	42.4	5.8	3.1	4.7	13.6	

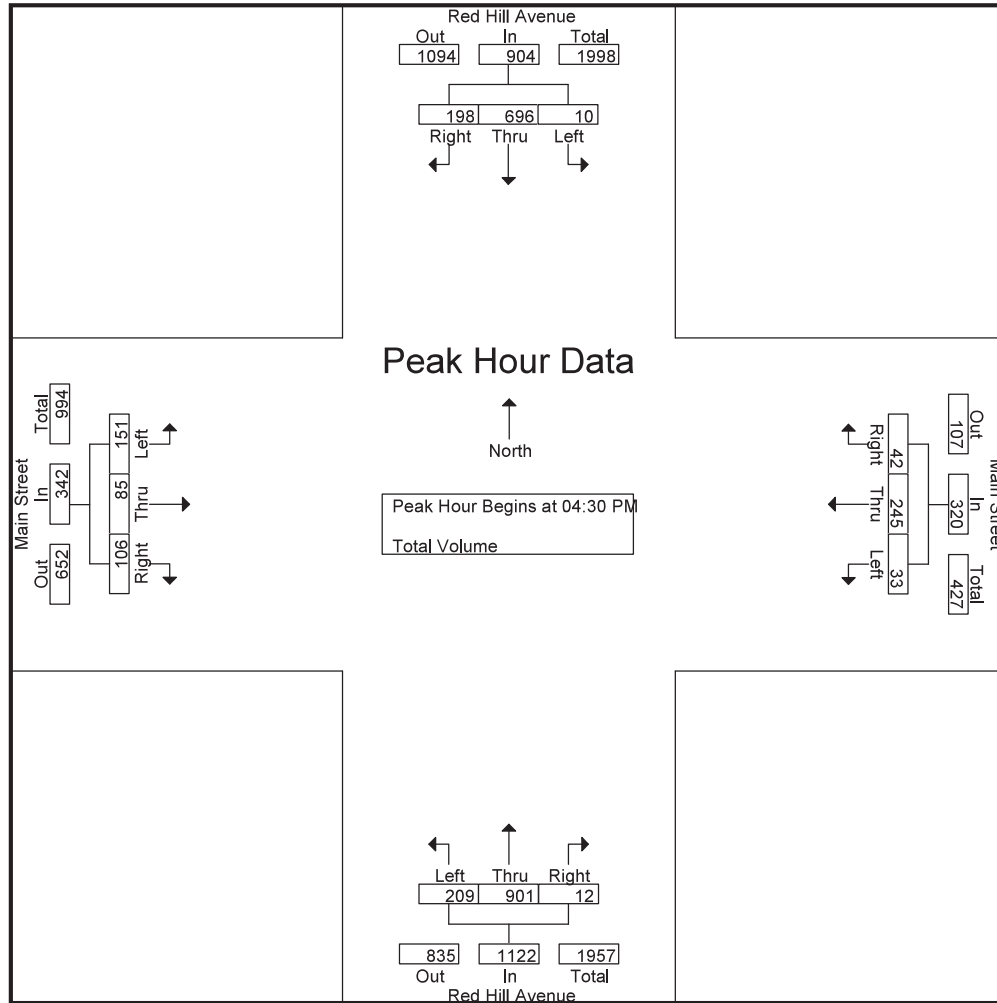
	Red Hill Avenue Southbound				Main Street Westbound				Red Hill Avenue Northbound				Main Street Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	5	153	49	207	11	62	9	82	61	227	0	288	36	23	26	85	662
04:45 PM	1	167	38	206	6	43	9	58	44	199	4	247	38	26	28	92	603
05:00 PM	1	169	64	234	11	80	14	105	57	269	5	331	40	22	24	86	756
05:15 PM	3	207	47	257	5	60	10	75	47	206	3	256	37	14	28	79	667
Total Volume	10	696	198	904	33	245	42	320	209	901	12	1122	151	85	106	342	2688
% App. Total	1.1	77	21.9		10.3	76.6	13.1		18.6	80.3	1.1		44.2	24.9	31		
PHF	.500	.841	.773	.879	.750	.766	.750	.762	.857	.837	.600	.847	.944	.817	.946	.929	.889

EXHIBIT B
Traffic Impact Analysis Report
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

Attachment A

City of Costa Mesa
N/S: Red Hill Avenue
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File Name : 50_CSM_RedH_Paulo Th PM
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Peak Hour Analysis From 04:00 PM to 06:15 PM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

	04:45 PM				04:30 PM				04:15 PM				04:00 PM			
+0 mins.	1	167	38	206	11	62	9	82	57	238	2	297	34	18	33	85
+15 mins.	1	169	64	234	6	43	9	58	61	227	0	288	36	23	26	85
+30 mins.	3	207	47	257	11	80	14	105	44	199	4	247	38	26	28	92
+45 mins.	2	180	41	223	5	60	10	75	57	269	5	331	40	22	24	86
Total Volume	7	723	190	920	33	245	42	320	219	933	11	1163	148	89	111	348
% App. Total	0.8	78.6	20.7		10.3	76.6	13.1		18.8	80.2	0.9		42.5	25.6	31.9	
PHF	.583	.873	.742	.895	.750	.766	.750	.762	.898	.867	.550	.878	.925	.856	.841	.946

JSX Terminal Relocation at John Wayne Airport Traffic Impact Analysis
Appendix B ICU Worksheets

Appendix B ICU Worksheets



1. Airway & Baker

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	16	.01*	80	.05*
NBT	1	1700	39	.02	101	.06
NBR	d	1700	5	.00	1	.00
SBL	1	1700	13	.01	0	.00
SBT	1	1700	165	.11*	80	.08*
SBR	0	0	23		53	
EBL	1	1700	56	.03	20	.01*
EBT	1	1700	10	.09*	4	.01
EBR	0	0	149		21	
WBL	0	0	4		2	
WBT	1	1700	0	.00	18	.02*
WBR	0	0	1		8	
Clearance Interval				.05*		.05*

TOTAL CAPACITY UTILIZATION .26 .21

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	42	.02*	106	.06*
NBT	1	1700	39	.02	101	.06
NBR	d	1700	5	.00	1	.00
SBL	1	1700	13	.01	0	.00
SBT	1	1700	165	.11*	80	.08*
SBR	0	0	23		53	
EBL	1	1700	56	.03	20	.01*
EBT	1	1700	10	.11*	4	.03
EBR	0	0	175		47	
WBL	0	0	4		2	
WBT	1	1700	0	.00	18	.02*
WBR	0	0	1		8	
Clearance Interval				.05*		.05*

TOTAL CAPACITY UTILIZATION .29 .22

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	20	.01*	80	.05*
NBT	1	1700	40	.02	110	.06
NBR	d	1700	10	.01	10	.01
SBL	1	1700	20	.01	10	.01
SBT	1	1700	170	.12*	80	.08*
SBR	0	0	30		60	
EBL	1	1700	70	.04	30	.02*
EBT	1	1700	10	.09*	10	.02
EBR	0	0	150		30	
WBL	0	0	10	{.01}*	10	
WBT	1	1700	10	.02	20	.02*
WBR	0	0	10		10	
Clearance Interval				.05*		.05*

TOTAL CAPACITY UTILIZATION .28 .22

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	46	.03*	106	.06*
NBT	1	1700	40	.02	110	.06
NBR	d	1700	10	.01	10	.01
SBL	1	1700	20	.01	10	.01
SBT	1	1700	170	.12*	80	.08*
SBR	0	0	30		60	
EBL	1	1700	70	.04	30	.02
EBT	1	1700	10	.11*	10	.04*
EBR	0	0	176		56	
WBL	0	0	10	{.01}*	10	{.01}*
WBT	1	1700	10	.02	20	.02
WBR	0	0	10		10	
Clearance Interval				.05*		.05*

TOTAL CAPACITY UTILIZATION .32 .24

1. Airway & Baker

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	20	.01*	90	.05*
NBT	1	1700	40	.02	110	.06
NBR	d	1700	10	.01	10	.01
SBL	1	1700	20	.01	10	.01
SBT	1	1700	170	.12*	90	.09*
SBR	0	0	30		60	
EBL	1	1700	70	.04	30	.02*
EBT	1	1700	10	.10*	10	.02
EBR	0	0	160		30	
WBL	0	0	10	{.01}*	10	
WBT	1	1700	10	.02	20	.02*
WBR	0	0	10		10	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.29		.23

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	46	.03*	116	.07*
NBT	1	1700	40	.02	110	.06
NBR	d	1700	10	.01	10	.01
SBL	1	1700	20	.01	10	.01
SBT	1	1700	170	.12*	90	.09*
SBR	0	0	30		60	
EBL	1	1700	70	.04	30	.02
EBT	1	1700	10	.12*	10	.04*
EBR	0	0	186		56	
WBL	0	0	10	{.01}*	10	{.01}*
WBT	1	1700	10	.02	20	.02
WBR	0	0	10		10	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.33		.26

2. Airway & Fischer

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	198	.12*	11	.01*
NBT	1	1700	57	.03	128	.08
NBR	0	0	1		0	
SBL	1	1700	5	.00	1	.00
SBT	1	1700	99	.17*	100	.07*
SBR	0	0	184		11	
EBL	0	0	5		20	
EBT	1	1700	1	.05*	0	.02*
EBR	0	0	75		17	
WBL	0	0	1		2	
WBT	0	0	1		0	
WBR	0	0	5		3	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.39		.15

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	198	.12*	11	.01
NBT	1	1700	83	.05	154	.09*
NBR	0	0	1		0	
SBL	1	1700	5	.00	1	.00
SBT	1	1700	125	.18*	126	.08
SBR	0	0	184		11	
EBL	0	0	5		20	
EBT	1	1700	1	.05*	0	.02*
EBR	0	0	75		17	
WBL	0	0	1		2	
WBT	0	0	1		0	
WBR	0	0	5		3	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.40		.16

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	200	.12*	20	.01
NBT	1	1700	60	.04	130	.08*
NBR	0	0	10		10	
SBL	1	1700	10	.01	10	.01*
SBT	1	1700	100	.17*	100	.07
SBR	0	0	190		20	
EBL	0	0	10		20	
EBT	1	1700	10	.06*	10	.03*
EBR	0	0	80		20	
WBL	0	0	10	{.01}*	10	{.01}*
WBT	0	0	10		10	
WBR	0	0	10		10	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.41		.18

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	200	.12*	20	.01
NBT	1	1700	86	.06	156	.10*
NBR	0	0	10		10	
SBL	1	1700	10	.01	10	.01*
SBT	1	1700	126	.19*	126	.09
SBR	0	0	190		20	
EBL	0	0	10		20	
EBT	1	1700	10	.06*	10	.03*
EBR	0	0	80		20	
WBL	0	0	10	{.01}*	10	{.01}*
WBT	0	0	10		10	
WBR	0	0	10		10	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.43		.20

2. Airway & Fischer

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	210	.12*	20	.01
NBT	1	1700	60	.04	140	.09*
NBR	0	0	10		10	
SBL	1	1700	10	.01	10	.01*
SBT	1	1700	110	.18*	110	.08
SBR	0	0	190		20	
EBL	0	0	10		20	
EBT	1	1700	10	.06*	10	.03*
EBR	0	0	80		20	
WBL	0	0	10	{.01}*	10	{.01}*
WBT	0	0	10		10	
WBR	0	0	10		10	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.42		.19

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	210	.12*	20	.01
NBT	1	1700	86	.06	166	.10*
NBR	0	0	10		10	
SBL	1	1700	10	.01	10	.01*
SBT	1	1700	136	.19*	136	.09
SBR	0	0	190		20	
EBL	0	0	10		20	
EBT	1	1700	10	.06*	10	.03*
EBR	0	0	80		20	
WBL	0	0	10	{.01}*	10	{.01}*
WBT	0	0	10		10	
WBR	0	0	10		10	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.43		.20

3. Airway & Kalmus

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	5	.00	15	.01*
NBT	1	1700	165	.10*	110	.06
NBR	0	0	0		0	
SBL	0	0	0		0	
SBT	1	1700	73	.09	65	.07*
SBR	0	0	79		62	
EBL	0	0	92		29	{.02}*
EBT	1	1700	0	.06*	0	.02
EBR	0	0	11		5	
WBL	0	0	0		0	
WBT	0	0	0		0	
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.21		.15

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	41	.02	51	.03*
NBT	1	1700	207	.12*	152	.09
NBR	0	0	0		0	
SBL	0	0	0		0	
SBT	1	1700	73	.09	65	.07*
SBR	0	0	79		62	
EBL	0	0	128	{.08}*	65	{.04}*
EBT	1	1700	0	.08	0	.04
EBR	0	0	11		5	
WBL	0	0	0		0	
WBT	0	0	0		0	
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.25		.19

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	10	.01*	20	.01*
NBT	1	1700	170	.10	110	.06
NBR	0	0	0		0	
SBL	0	0	0		0	
SBT	1	1700	80	.09*	70	.08*
SBR	0	0	80		70	
EBL	0	0	100		30	{.02}*
EBT	1	1700	0	.07*	0	.02
EBR	0	0	20		10	
WBL	0	0	0		0	
WBT	0	0	0		0	
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.22		.16

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	46	.03*	56	.03*
NBT	1	1700	212	.12	152	.09
NBR	0	0	0		0	
SBL	0	0	0		0	
SBT	1	1700	80	.09*	70	.08*
SBR	0	0	80		70	
EBL	0	0	136		66	{.04}*
EBT	1	1700	0	.09*	0	.04
EBR	0	0	20		10	
WBL	0	0	0		0	
WBT	0	0	0		0	
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.26		.20

3. Airway & Kalmus

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	10	.01*	20	.01*
NBT	1	1700	170	.10	120	.07
NBR	0	0	0		0	
SBL	0	0	0		0	
SBT	1	1700	80	.10*	70	.08*
SBR	0	0	90		70	
EBL	0	0	100		30	{.02}*
EBT	1	1700	0	.07*	0	.02
EBR	0	0	20		10	
WBL	0	0	0		0	
WBT	0	0	0		0	
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.23		.16

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	46	.03*	56	.03*
NBT	1	1700	212	.12	162	.10
NBR	0	0	0		0	
SBL	0	0	0		0	
SBT	1	1700	80	.10*	70	.08*
SBR	0	0	90		70	
EBL	0	0	136		66	{.04}*
EBT	1	1700	0	.09*	0	.04
EBR	0	0	20		10	
WBL	0	0	0		0	
WBT	0	0	0		0	
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.27		.20

4. Red Hill & Baker

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	79	.02*	168	.05*
NBT	2	3400	610	.20	797	.24
NBR	0	0	60		17	
SBL	1	1700	25	.01	11	.01
SBT	2	3400	606	.20*	551	.26*
SBR	0	0	80		339	
EBL	1.5		486	.14*	347	.10*
EBT	1.5	5100	184	.11	43	.03
EBR	1	1700	135	.08	64	.04
WBL	1	1700	11	.01	31	.02
WBT	2	3400	28	.01*	170	.06*
WBR	0	0	9		30	
Clearance Interval				.05*		.05*
Note: Assumes E/W Split Phasing						

TOTAL CAPACITY UTILIZATION .42 .52

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	79	.02*	168	.05*
NBT	2	3400	633	.20	820	.25
NBR	0	0	60		17	
SBL	1	1700	25	.01	11	.01
SBT	2	3400	629	.21*	574	.27*
SBR	0	0	80		339	
EBL	1.5		486	.14*	347	.10*
EBT	1.5	5100	210	.12	69	.04
EBR	1	1700	135	.08	64	.04
WBL	1	1700	11	.01	31	.02
WBT	2	3400	54	.02*	196	.07*
WBR	0	0	9		30	
Clearance Interval				.05*		.05*
Note: Assumes E/W Split Phasing						

TOTAL CAPACITY UTILIZATION .44 .54

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	80	.02*	170	.05*
NBT	2	3400	610	.20	800	.24
NBR	0	0	70		30	
SBL	1	1700	30	.02	20	.01
SBT	2	3400	610	.20*	560	.26*
SBR	0	0	80		340	
EBL	1.5		490	.14*	350	.10*
EBT	1.5	5100	200	.12	60	.04
EBR	1	1700	140	.08	70	.04
WBL	1	1700	20	.01	40	.02
WBT	2	3400	30	.01*	170	.06*
WBR	0	0	10		30	
Clearance Interval				.05*		.05*
Note: Assumes E/W Split Phasing						

TOTAL CAPACITY UTILIZATION .42 .52

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	80	.02*	170	.05*
NBT	2	3400	633	.21	823	.25
NBR	0	0	70		30	
SBL	1	1700	30	.02	20	.01
SBT	2	3400	633	.21*	583	.27*
SBR	0	0	80		340	
EBL	1.5		490	.14*	350	.10*
EBT	1.5	5100	226	.13	86	.05
EBR	1	1700	140	.08	70	.04
WBL	1	1700	20	.01	40	.02
WBT	2	3400	56	.02*	196	.07*
WBR	0	0	10		30	
Clearance Interval				.05*		.05*
Note: Assumes E/W Split Phasing						

TOTAL CAPACITY UTILIZATION .44 .54

4. Red Hill & Baker

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	90	.03*	180	.05*
NBT	2	3400	630	.21	820	.25
NBR	0	0	70		20	
SBL	1	1700	30	.02	20	.01
SBT	2	3400	620	.21*	570	.27*
SBR	0	0	90		350	
EBL	1.5		500	.15*	360	.11*
EBT	1.5	5100	200	.12	50	.03
EBR	1	1700	140	.08	70	.04
WBL	1	1700	20	.01	40	.02
WBT	2	3400	30	.01*	180	.06*
WBR	0	0	10		40	
Clearance Interval				.05*		.05*
Note: Assumes E/W Split Phasing						
TOTAL CAPACITY UTILIZATION				.45		.54

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	90	.03*	180	.05*
NBT	2	3400	653	.21	843	.25
NBR	0	0	70		20	
SBL	1	1700	30	.02	20	.01
SBT	2	3400	643	.22*	593	.28*
SBR	0	0	90		350	
EBL	1.5		500	.15*	360	.11*
EBT	1.5	5100	226	.13	76	.04
EBR	1	1700	140	.08	70	.04
WBL	1	1700	20	.01	40	.02
WBT	2	3400	56	.02*	206	.07*
WBR	0	0	10		40	
Clearance Interval				.05*		.05*
Note: Assumes E/W Split Phasing						
TOTAL CAPACITY UTILIZATION				.47		.56

5. Red Hill & Fischer

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	21	.01*	6	.00
NBT	2	3400	560	.17	883	.27*
NBR	0	0	22		40	
SBL	1	1700	41	.02	44	.03*
SBT	2	3400	672	.21*	572	.17
SBR	0	0	37		13	
EBL	1	1700	3	.00	31	.02*
EBT	1	1700	1	.00	0	.01
EBR	0	0	5		25	
WBL	1	1700	128	.08	47	.03
WBT	1	1700	1	.11*	0	.07*
WBR	0	0	182		111	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.38		.44

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	21	.01*	6	.00
NBT	2	3400	583	.18	906	.28*
NBR	0	0	22		40	
SBL	1	1700	41	.02	44	.03*
SBT	2	3400	695	.22*	595	.18
SBR	0	0	37		13	
EBL	1	1700	3	.00	31	.02*
EBT	1	1700	1	.00	0	.01
EBR	0	0	5		25	
WBL	1	1700	128	.08	47	.03
WBT	1	1700	1	.11*	0	.07*
WBR	0	0	182		111	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.39		.45

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	30	.02*	10	.01
NBT	2	3400	560	.17	890	.27*
NBR	0	0	30		40	
SBL	1	1700	50	.03	50	.03*
SBT	2	3400	680	.21*	580	.18
SBR	0	0	40		20	
EBL	1	1700	10	.01*	40	.02*
EBT	1	1700	10	.01	10	.02
EBR	0	0	10		30	
WBL	1	1700	130	.08	50	.03
WBT	1	1700	10	.12*	10	.08*
WBR	0	0	190		120	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.41		.45

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	30	.02*	10	.01
NBT	2	3400	583	.18	913	.28*
NBR	0	0	30		40	
SBL	1	1700	50	.03	50	.03*
SBT	2	3400	703	.22*	603	.18
SBR	0	0	40		20	
EBL	1	1700	10	.01*	40	.02*
EBT	1	1700	10	.01	10	.02
EBR	0	0	10		30	
WBL	1	1700	130	.08	50	.03
WBT	1	1700	10	.12*	10	.08*
WBR	0	0	190		120	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.42		.46

5. Red Hill & Fischer

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	30	.02*	10	.01
NBT	2	3400	580	.18	910	.28*
NBR	0	0	30		50	
SBL	1	1700	50	.03	50	.03*
SBT	2	3400	690	.21*	590	.18
SBR	0	0	40		20	
EBL	1	1700	10	.01*	40	.02*
EBT	1	1700	10	.01	10	.02
EBR	0	0	10		30	
WBL	1	1700	140	.08	50	.03
WBT	1	1700	10	.12*	10	.08*
WBR	0	0	190		120	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.41		.46

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	30	.02*	10	.01
NBT	2	3400	603	.19	933	.29*
NBR	0	0	30		50	
SBL	1	1700	50	.03	50	.03*
SBT	2	3400	713	.22*	613	.19
SBR	0	0	40		20	
EBL	1	1700	10	.01*	40	.02*
EBT	1	1700	10	.01	10	.02
EBR	0	0	10		30	
WBL	1	1700	140	.08	50	.03
WBT	1	1700	10	.12*	10	.08*
WBR	0	0	190		120	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.42		.47

6. Red Hill & Kalmus

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	111	.07*	49	.03*
NBT	2	3400	615	.21	631	.19
NBR	0	0	89		17	
SBL	1	1700	17	.01	9	.01
SBT	2	3400	553	.23*	597	.19*
SBR	0	0	214		36	
EBL	1	1700	22	.01	266	.16*
EBT	1	1700	1	.02*	4	.08
EBR	0	0	38		138	
WBL	1	1700	76	.04*	71	.04
WBT	1	1700	2	.00	3	.02*
WBR	0	0	6		33	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.41	.45	

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	111	.07*	49	.03*
NBT	2	3400	615	.21	631	.19
NBR	0	0	102		30	
SBL	1	1700	40	.02	32	.02
SBT	2	3400	553	.23*	597	.19*
SBR	0	0	214		36	
EBL	1	1700	22	.01	266	.16*
EBT	1	1700	1	.02*	4	.08
EBR	0	0	38		138	
WBL	1	1700	89	.05*	84	.05
WBT	1	1700	2	.02	3	.03*
WBR	0	0	29		56	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.42	.46	

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	120	.07*	50	.03*
NBT	2	3400	620	.21	640	.19
NBR	0	0	90		20	
SBL	1	1700	20	.01	10	.01
SBT	2	3400	560	.23*	600	.19*
SBR	0	0	220		40	
EBL	1	1700	30	.02	270	.16*
EBT	1	1700	10	.03*	10	.09
EBR	0	0	40		140	
WBL	1	1700	80	.05*	80	.05
WBT	1	1700	10	.01	10	.03*
WBR	0	0	10		40	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.43	.46	

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	120	.07*	50	.03
NBT	2	3400	620	.21	640	.20*
NBR	0	0	103		33	
SBL	1	1700	43	.03	33	.02*
SBT	2	3400	560	.23*	600	.19
SBR	0	0	220		40	
EBL	1	1700	30	.02	270	.16*
EBT	1	1700	10	.03*	10	.09
EBR	0	0	40		140	
WBL	1	1700	93	.05*	93	.05
WBT	1	1700	10	.03	10	.04*
WBR	0	0	33		63	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.43	.47	

6. Red Hill & Kalmus

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	120	.07*	50	.03*
NBT	2	3400	630	.21	650	.20
NBR	0	0	100		20	
SBL	1	1700	20	.01	10	.01
SBT	2	3400	570	.23*	610	.19*
SBR	0	0	220		40	
EBL	1	1700	30	.02	280	.16*
EBT	1	1700	10	.03*	10	.09
EBR	0	0	40		150	
WBL	1	1700	80	.05*	80	.05
WBT	1	1700	10	.01	10	.03*
WBR	0	0	10		40	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.43		.46

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	120	.07*	50	.03
NBT	2	3400	630	.22	650	.20*
NBR	0	0	113		33	
SBL	1	1700	43	.03	33	.02*
SBT	2	3400	570	.23*	610	.19
SBR	0	0	220		40	
EBL	1	1700	30	.02	280	.16*
EBT	1	1700	10	.03*	10	.09
EBR	0	0	40		150	
WBL	1	1700	93	.05*	93	.05
WBT	1	1700	10	.03	10	.04*
WBR	0	0	33		63	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.43		.47

7. Red Hill & Clinton

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	46	.03	52	.03*
NBT	2	3400	933	.34*	557	.18
NBR	0	0	213		51	
SBL	1	1700	41	.02*	17	.01
SBT	2	3400	535	.16	931	.28*
SBR	0	0	14		9	
EBL	1	1700	4	.00	17	.01
EBT	1	1700	0	.01*	0	.04*
EBR	0	0	11		61	
WBL	1	1700	31	.02*	92	.05*
WBT	1	1700	0	.01	0	.04
WBR	0	0	18		73	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.44		.45

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	46	.03	52	.03*
NBT	2	3400	946	.34*	570	.18
NBR	0	0	216		54	
SBL	1	1700	41	.02*	17	.01
SBT	2	3400	548	.17	944	.28*
SBR	0	0	14		9	
EBL	1	1700	4	.00	17	.01
EBT	1	1700	0	.01*	0	.04*
EBR	0	0	11		61	
WBL	1	1700	34	.02*	95	.06*
WBT	1	1700	0	.01	0	.04
WBR	0	0	18		73	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.44		.46

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	50	.03	60	.04*
NBT	2	3400	940	.34*	560	.18
NBR	0	0	220		60	
SBL	1	1700	50	.03*	20	.01
SBT	2	3400	540	.16	940	.28*
SBR	0	0	20		10	
EBL	1	1700	10	.01	20	.01
EBT	1	1700	10	.02*	10	.05*
EBR	0	0	20		70	
WBL	1	1700	40	.02*	100	.06*
WBT	1	1700	10	.02	10	.05
WBR	0	0	20		80	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.46		.48

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	50	.03	60	.04*
NBT	2	3400	953	.35*	573	.19
NBR	0	0	223		63	
SBL	1	1700	50	.03*	20	.01
SBT	2	3400	553	.17	953	.28*
SBR	0	0	20		10	
EBL	1	1700	10	.01	20	.01
EBT	1	1700	10	.02*	10	.05*
EBR	0	0	20		70	
WBL	1	1700	43	.03*	103	.06*
WBT	1	1700	10	.02	10	.05
WBR	0	0	20		80	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.48		.48

7. Red Hill & Clinton

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	50	.03	60	.04*
NBT	2	3400	960	.35*	570	.19
NBR	0	0	220		60	
SBL	1	1700	50	.03*	20	.01
SBT	2	3400	550	.17	960	.29*
SBR	0	0	20		10	
EBL	1	1700	10	.01	20	.01
EBT	1	1700	10	.02*	10	.05*
EBR	0	0	20		70	
WBL	1	1700	40	.02*	100	.06*
WBT	1	1700	10	.02	10	.05
WBR	0	0	20		80	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.47		.49

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	1	1700	50	.03	60	.04*
NBT	2	3400	973	.35*	583	.19
NBR	0	0	223		63	
SBL	1	1700	50	.03*	20	.01
SBT	2	3400	563	.17	973	.29*
SBR	0	0	20		10	
EBL	1	1700	10	.01	20	.01
EBT	1	1700	10	.02*	10	.05*
EBR	0	0	20		70	
WBL	1	1700	43	.03*	103	.06*
WBT	1	1700	10	.02	10	.05
WBR	0	0	20		80	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.48		.49

8. Red Hill & Bristol

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	122	.04	110	.03
NBT	1.5	5100	383	.11*	207	.06*
NBR	1.5		146	.09	83	
SBL	2	3400	281	.08*	319	.09*
SBT	2	3400	174	.05	407	.12
SBR	1	1700	133	.08	303	.18
EBL	2	3400	336	.10	140	.04*
EBT	3	5100	879	.17*	404	.08
EBR	1	1700	129	.08	139	.08
WBL	2	3400	51	.02*	122	.04
WBT	3	5100	327	.06	1170	.23*
WBR	1	1700	420	.25	251	.15
Right Turn Adjustment			WBR	.10*	SBR	.03*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.53		.50

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	122	.04	110	.03
NBT	1.5	5100	384	.11*	208	.06*
NBR	1.5		146	.09	83	
SBL	2	3400	296	.09*	334	.10*
SBT	2	3400	175	.05	408	.12
SBR	1	1700	133	.08	303	.18
EBL	2	3400	336	.10	140	.04*
EBT	3	5100	879	.17*	404	.08
EBR	1	1700	129	.08	139	.08
WBL	2	3400	51	.02*	122	.04
WBT	3	5100	327	.06	1170	.23*
WBR	1	1700	435	.26	266	.16
Right Turn Adjustment			WBR	.10*	SBR	.02*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.54		.50

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	130	.04	110	.03
NBT	1.5	5100	390	.11*	210	.06*
NBR	1.5		150	.09	90	
SBL	2	3400	290	.09*	320	.09*
SBT	2	3400	180	.05	410	.12
SBR	1	1700	140	.08	310	.18
EBL	2	3400	340	.10	140	.04*
EBT	3	5100	880	.17*	410	.08
EBR	1	1700	130	.08	140	.08
WBL	2	3400	60	.02*	130	.04
WBT	3	5100	330	.06	1170	.23*
WBR	1	1700	420	.25	260	.15
Right Turn Adjustment			WBR	.09*	SBR	.03*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.53		.50

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	130	.04	110	.03
NBT	1.5	5100	391	.12*	211	.06*
NBR	1.5		150	.09	90	
SBL	2	3400	305	.09*	335	.10*
SBT	2	3400	181	.05	411	.12
SBR	1	1700	140	.08	310	.18
EBL	2	3400	340	.10	140	.04*
EBT	3	5100	880	.17*	410	.08
EBR	1	1700	130	.08	140	.08
WBL	2	3400	60	.02*	130	.04
WBT	3	5100	330	.06	1170	.23*
WBR	1	1700	435	.26	275	.16
Right Turn Adjustment			WBR	.10*	SBR	.02*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.55		.50

8. Red Hill & Bristol

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	130	.04	120	.04
NBT	1.5	5100	400	.12*	220	.06*
NBR	1.5		150	.09	90	
SBL	2	3400	290	.09*	330	.10*
SBT	2	3400	180	.05	420	.12
SBR	1	1700	140	.08	310	.18
EBL	2	3400	350	.10	150	.04*
EBT	3	5100	900	.18*	420	.08
EBR	1	1700	140	.08	150	.09
WBL	2	3400	60	.02*	130	.04
WBT	3	5100	340	.07	1200	.24*
WBR	1	1700	430	.25	260	.15
Right Turn Adjustment			WBR	.08*	SBR	.03*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.54	.52	

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	130	.04	120	.04
NBT	1.5	5100	401	.12*	221	.07*
NBR	1.5		150	.09	90	
SBL	2	3400	305	.09*	345	.10*
SBT	2	3400	181	.05	421	.12
SBR	1	1700	140	.08	310	.18
EBL	2	3400	350	.10	150	.04*
EBT	3	5100	900	.18*	420	.08
EBR	1	1700	140	.08	150	.09
WBL	2	3400	60	.02*	130	.04
WBT	3	5100	340	.07	1200	.24*
WBR	1	1700	445	.26	275	.16
Right Turn Adjustment			WBR	.09*	SBR	.02*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.55	.52	

9. Newport NB & Baker

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		194		256	
NBT	1.5	3400	402	.28*	169	.21*
NBR	0		357		286	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	359	.21	203	.12*
EBT	2	3400	959	.28*	281	.08
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	203	.06	839	.25*
WBR	1	1700	88	.05	217	.13
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.61	.63	

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		194		256	
NBT	1.5	3400	402	.28*	169	.21*
NBR	0		367		296	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	359	.21	203	.12*
EBT	2	3400	974	.29*	296	.09
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	229	.07	865	.25*
WBR	1	1700	88	.05	217	.13
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.62	.63	

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		200		260	
NBT	1.5	3400	410	.29*	170	.21*
NBR	0		380		300	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	360	.21	210	.12*
EBT	2	3400	960	.28*	290	.09
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	210	.06	840	.25*
WBR	1	1700	90	.05	220	.13
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.62	.63	

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		200		260	
NBT	1.5	3400	410	.29*	170	.22*
NBR	0		390		310	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	360	.21	210	.12*
EBT	2	3400	975	.29*	305	.09
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	236	.07	866	.25*
WBR	1	1700	90	.05	220	.13
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.63	.64	

9. Newport NB & Baker

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR VOL	V/C	PM PK HOUR VOL	V/C
NBL	0.5		200		270	
NBT	1.5	3400	420	.29*	180	.22*
NBR	0		380		300	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	370	.22	210	.12*
EBT	2	3400	980	.29*	290	.09
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	210	.06	860	.25*
WBR	1	1700	90	.05	230	.14
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.63		.64

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR VOL	V/C	PM PK HOUR VOL	V/C
NBL	0.5		200		270	
NBT	1.5	3400	420	.30*	180	.22*
NBR	0		390		310	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	370	.22*	210	.12*
EBT	2	3400	995	.29	305	.09
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	236	.07*	886	.26*
WBR	1	1700	90	.05	230	.14
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.64		.65

10. Newport SB & Baker

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0.5		225		50	
SBT	1.5	3400	104	.18*	255	.18*
SBR	0		278		406	.24
EBL	0	0	0		0	
EBT	2	3400	1095	.32*	436	.13*
EBR	1	1700	357	.21	417	.25
WBL	1	1700	70	.04*	241	.14*
WBT	2	3400	326	.10	853	.25
WBR	0	0	0		0	
Right Turn Adjustment					Multi	.16*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.59	.66	

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0.5		225		50	
SBT	1.5	3400	104	.18*	255	.18*
SBR	0		278		406	.24
EBL	0	0	0		0	
EBT	2	3400	1110	.33*	451	.13*
EBR	1	1700	357	.21	417	.25
WBL	1	1700	80	.05*	251	.15*
WBT	2	3400	341	.10	868	.26
WBR	0	0	0		0	
Right Turn Adjustment					Multi	.16*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.61	.67	

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0.5		230		50	
SBT	1.5	3400	110	.18*	260	.18*
SBR	0		280		410	.24
EBL	0	0	0		0	
EBT	2	3400	1100	.32*	440	.13*
EBR	1	1700	360	.21	420	.25
WBL	1	1700	70	.04*	250	.15*
WBT	2	3400	330	.10	860	.25
WBR	0	0	0		0	
Right Turn Adjustment					Multi	.16*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.59	.67	

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0.5		230		50	
SBT	1.5	3400	110	.18*	260	.18*
SBR	0		280		410	.24
EBL	0	0	0		0	
EBT	2	3400	1115	.33*	455	.13*
EBR	1	1700	360	.21	420	.25
WBL	1	1700	80	.05*	260	.15*
WBT	2	3400	345	.10	875	.26
WBR	0	0	0		0	
Right Turn Adjustment					Multi	.16*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.61	.67	

10. Newport SB & Baker

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0.5		230		60	
SBT	1.5	3400	110	.19*	270	.19*
SBR	0		290		420	.25
EBL	0	0	0		0	
EBT	2	3400	1120	.33*	450	.13*
EBR	1	1700	370	.22	430	.25
WBL	1	1700	80	.05*	250	.15*
WBT	2	3400	340	.10	880	.26
WBR	0	0	0		0	
Right Turn Adjustment					Multi	.16*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.62		.68

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0.5		230		60	
SBT	1.5	3400	110	.19*	270	.19*
SBR	0		290		420	.25
EBL	0	0	0		0	
EBT	2	3400	1135	.33*	465	.14*
EBR	1	1700	370	.22	430	.25
WBL	1	1700	90	.05*	260	.15*
WBT	2	3400	355	.10	895	.26
WBR	0	0	0		0	
Right Turn Adjustment					Multi	.15*
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.62		.68

11. Newport NB & Paularino

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		224		282	
NBT	1.5	3400	501	.34*	167	.19*
NBR	0		444		210	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	415	.24*	273	.16*
EBT	2	3400	864	.25	319	.09
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	265	.11*	853	.32*
WBR	0	0	96		224	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.74	.72	

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		224		282	
NBT	1.5	3400	501	.34*	167	.19*
NBR	0		444		210	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	415	.24*	273	.16*
EBT	2	3400	883	.26	338	.10
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	265	.11*	853	.32*
WBR	0	0	115		243	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.74	.72	

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		230		290	
NBT	1.5	3400	510	.35*	170	.20*
NBR	0		450		210	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	420	.25*	280	.16*
EBT	2	3400	910	.27	360	.11
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	270	.11*	860	.32*
WBR	0	0	100		230	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.76	.73	

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		230		290	
NBT	1.5	3400	510	.35*	170	.20*
NBR	0		450		210	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	420	.25*	280	.16*
EBT	2	3400	929	.27	379	.11
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	270	.11*	860	.33*
WBR	0	0	119		249	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.76	.74	

11. Newport NB & Paularino

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		230		290	
NBT	1.5	3400	520	.36*	180	.20*
NBR	0		460		220	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	430	.25*	280	.16*
EBT	2	3400	910	.27	350	.10
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	280	.11*	880	.33*
WBR	0	0	100		230	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.77		.74

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0.5		230		290	
NBT	1.5	3400	520	.36*	180	.20*
NBR	0		460		220	
SBL	0	0	0		0	
SBT	0	0	0		0	
SBR	0	0	0		0	
EBL	1	1700	430	.25*	280	.16*
EBT	2	3400	929	.27	369	.11
EBR	0	0	0		0	
WBL	0	0	0		0	
WBT	2	3400	280	.12*	880	.33*
WBR	0	0	119		249	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.78		.74

12. Newport SB & Paularino

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0	0	280		91	
SBT	2	3400	357	.27*	231	.16*
SBR	0	0	293		458	.27
EBL	0	0	0		0	
EBT	2	3400	995	.40*	488	.26*
EBR	0	0	351		397	
WBL	1	1700	92	.05*	255	.15*
WBT	2	3400	391	.12	880	.26
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.77		.62

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0	0	299		110	
SBT	2	3400	357	.28*	231	.17*
SBR	0	0	293		458	.27
EBL	0	0	0		0	
EBT	2	3400	995	.40*	488	.26*
EBR	0	0	351		397	
WBL	1	1700	92	.05*	255	.15*
WBT	2	3400	391	.12	880	.26
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.78		.63

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0	0	320		130	
SBT	2	3400	360	.29*	240	.18*
SBR	0	0	300		460	.27
EBL	0	0	0		0	
EBT	2	3400	1010	.40*	500	.26*
EBR	0	0	360		400	
WBL	1	1700	100	.06*	260	.15*
WBT	2	3400	400	.12	880	.26
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.80		.64

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0	0	339		149	
SBT	2	3400	360	.29*	240	.19*
SBR	0	0	300		460	.27
EBL	0	0	0		0	
EBT	2	3400	1010	.40*	500	.26*
EBR	0	0	360		400	
WBL	1	1700	100	.06*	260	.15*
WBT	2	3400	400	.12	880	.26
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.80		.65

12. Newport SB & Paularino

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR VOL	V/C	PM PK HOUR VOL	V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0	0	310		110	
SBT	2	3400	370	.29*	240	.17*
SBR	0	0	300		470	.28
EBL	0	0	0		0	
EBT	2	3400	1020	.41*	510	.27*
EBR	0	0	360		410	
WBL	1	1700	100	.06*	270	.16*
WBT	2	3400	400	.12	900	.26
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.81		.65

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR VOL	V/C	PM PK HOUR VOL	V/C
NBL	0	0	0		0	
NBT	0	0	0		0	
NBR	0	0	0		0	
SBL	0	0	329		129	
SBT	2	3400	370	.29*	240	.18*
SBR	0	0	300		470	.28
EBL	0	0	0		0	
EBT	2	3400	1020	.41*	510	.27*
EBR	0	0	360		410	
WBL	1	1700	100	.06*	270	.16*
WBT	2	3400	400	.12	900	.26
WBR	0	0	0		0	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.81		.66

13. Red Hill & Paularino

Existing (2025)						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	127	.04	209	.06*
NBT	2	3400	845	.26*	901	.27
NBR	0	0	38		12	
SBL	1	1700	25	.01*	10	.01
SBT	2	3400	484	.16	696	.26*
SBR	0	0	55		198	
EBL	1	1700	218	.13	151	.09*
EBT	2	3400	275	.16*	85	.05
EBR	0	0	267		106	.06
WBL	1	1700	13	.01*	33	.02
WBT	2	3400	45	.02	245	.08*
WBR	0	0	10		42	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.49		.54

Existing Plus Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	146	.04	228	.07*
NBT	2	3400	849	.26*	905	.27
NBR	0	0	38		12	
SBL	1	1700	25	.01*	10	.01
SBT	2	3400	488	.16	700	.26*
SBR	0	0	55		198	
EBL	1	1700	218	.13	151	.09*
EBT	2	3400	275	.16*	85	.05
EBR	0	0	286	.17	125	.07
WBL	1	1700	13	.01*	33	.02
WBT	2	3400	45	.02	245	.08*
WBR	0	0	10		42	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.49		.55

Opening Year (2026) Baseline						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	130	.04	210	.06*
NBT	2	3400	850	.26*	910	.27
NBR	0	0	40		20	
SBL	1	1700	30	.02*	20	.01
SBT	2	3400	490	.16	700	.26*
SBR	0	0	60		200	
EBL	1	1700	220	.13	160	.09*
EBT	2	3400	330	.18*	120	.07
EBR	0	0	270		110	
WBL	1	1700	20	.01*	40	.02
WBT	2	3400	50	.02	250	.09*
WBR	0	0	20		50	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.52		.55

Opening Year (2026) With Project						
	LANES	CAPACITY	AM PK HOUR		PM PK HOUR	
			VOL	V/C	VOL	V/C
NBL	2	3400	149	.04	229	.07*
NBT	2	3400	854	.26*	914	.27
NBR	0	0	40		20	
SBL	1	1700	30	.02*	20	.01
SBT	2	3400	494	.16	704	.27*
SBR	0	0	60		200	
EBL	1	1700	220	.13	160	.09*
EBT	2	3400	330	.18*	120	.07
EBR	0	0	289		129	.08
WBL	1	1700	20	.01*	40	.02
WBT	2	3400	50	.02	250	.09*
WBR	0	0	20		50	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.52		.57

13. Red Hill & Paularino

Horizon Year (2030) Baseline						
	LANES	CAPACITY	AM PK HOUR VOL	V/C	PM PK HOUR VOL	V/C
NBL	2	3400	130	.04	220	.06*
NBT	2	3400	870	.27*	930	.28
NBR	0	0	40		20	
SBL	1	1700	30	.02*	20	.01
SBT	2	3400	500	.16	720	.27*
SBR	0	0	60		210	
EBL	1	1700	230	.14	160	.09*
EBT	2	3400	310	.17*	110	.06
EBR	0	0	280		110	
WBL	1	1700	20	.01*	40	.02
WBT	2	3400	50	.02	250	.09*
WBR	0	0	20		50	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.52		.56

Horizon Year (2030) With Project						
	LANES	CAPACITY	AM PK HOUR VOL	V/C	PM PK HOUR VOL	V/C
NBL	2	3400	149	.04	239	.07*
NBT	2	3400	874	.27*	934	.28
NBR	0	0	40		20	
SBL	1	1700	30	.02*	20	.01
SBT	2	3400	504	.17	724	.27*
SBR	0	0	60		210	
EBL	1	1700	230	.14	160	.09*
EBT	2	3400	310	.18*	110	.06
EBR	0	0	299		129	.08
WBL	1	1700	20	.01*	40	.02
WBT	2	3400	50	.02	250	.09*
WBR	0	0	20		50	
Clearance Interval				.05*		.05*
TOTAL CAPACITY UTILIZATION				.53		.57



Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.



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AIRCRAFT RAMP USE AGREEMENT JAY'S AIR CENTER, LLC

This Aircraft Ramp Use Agreement (“**Agreement**”) is made and entered into as of the Effective Date (defined below), by and between Jay’s Air Center LLC, a California limited liability company (“**Landlord**”), and Delux Public Charter, LLC d/b/a JSX Air, a Delaware limited liability company (“**Tenant**”) (Tenant and Landlord each a “Party” and together the “Parties”).

1. TERM. The term (“**Term**”) of this Agreement shall commence on March 1, 2025, (the “**Commencement Date**”) and shall continue until December 31, 2050 (the “**Termination Date**”).
2. AIRCRAFT RAMP AREA. As of the Commencement Date, Tenant will have exclusive use of an approximately 39,410 s/f area of aircraft ramp located at John Wayne Airport (“**Airport**”), depicted on Exhibit A, attached hereto (the “**Aircraft Ramp Area**”), for the parking of a maximum of four (4) ERJ-145 and/or ERJ-135 aircraft owned, operated or under the control of Tenant (the “**Tenant Aircraft**”). Additional aircraft stored or parked on the Aircraft Ramp Area will be subject to Landlord’s then current daily RON rate. It is agreed and understood by Tenant that at no time may Tenant store or park any derelict or non-airworthy aircraft in or on the Aircraft Ramp Area.
3. ACCEPTANCE OF AIRCRAFT RAMP AREA. As of the Effective Date, and except as specifically set forth herein, Tenant accepts the Aircraft Ramp Area in its present condition, “as-is, where-is.” Neither Landlord nor its agents have made any representations or warranties with respect to the Aircraft Ramp Area except as expressly set forth herein, and Tenant expressly acknowledges that it has not entered into this Sublease in reliance upon any representation, warranty, agreement or understanding, either oral or written, which is not specifically set forth herein. Notwithstanding the foregoing, Landlord will deliver the Aircraft Ramp Area with (i) all aircraft, debris and personal property of any prior occupant removed, including all cables, ropes and aircraft tie-down infrastructure and (ii) broom clean.
4. CONDITION OF AIRCRAFT RAMP AREA. Landlord and Tenant acknowledge and agree that if, prior to the Ramp Replacement Work (defined below), the Aircraft Ramp Area is structurally unable to support the Tenant Aircraft to a minimum safety standard (the “**Minimum Structural Standard**”), then Landlord will cause to be performed the necessary repairs and/or replacements to bring the Aircraft Ramp Area up to such Minimum Structural Standard, the cost of which will be shared equally between Landlord and Tenant. To the extent that Landlord and Tenant are not able to agree on the Minimum Structural Standard, both parties agree to work cooperatively with the FAA and the Airport to resolve such dispute.
5. RAMP FEE. As consideration for the exclusive use of the Aircraft Ramp Area, Tenant agrees to pay Landlord annual rent in the amount of Five Hundred Thirty-Eight Thousand Three Hundred Sixty-Eight and 00/100 Dollars (\$538,368.00) (the “**Annual Ramp Fee**”), which shall be invoiced by Landlord and paid by Tenant in monthly installments of Forty-Four Thousand Eight Hundred Sixty-Four and 00/100 Dollars (\$44,864.00) (the “**Monthly Ramp Fee**”). The Monthly Ramp Fee shall be prorated for any partial months.

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6. ANNUAL RAMP FEE ESCALATIONS. Except for FMV Escalations (defined below), the Monthly Ramp Fee will increase on January 1st of each year in an amount equal to the greater of (i) three and one half percent (3.5%), and (ii) the lesser of (y) five percent (5%) and (z) the year-over-year percentage change in the Consumer Price Index for All Urban Consumers, Los Angeles CA area, published by the Bureau of Labor Statistics of the United States Department of Labor, applicable on the Commencement Date. In the event such Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor is discontinued, Landlord and Tenant shall mutually agree upon another index published by a department or agency of the United States Government or similar entity to be substituted for the prior index, with any appropriate adjustment required because of the predecessor index.

7. FMV RAMP FEE ESCALATIONS. On January 1st of years ten (10), twenty (20) and twenty-five (25) (each, a “**FMV Rent Adjustment Date**”) the Annual Ramp Fee shall adjust to the then current market rent (“**FMV Escalations**”), as reasonably determined by Lessor, for similar types of property in the area where the Aircraft Ramp Area is located (the “**Fair Market Rent**”). Notwithstanding the foregoing, under no circumstances may the Fair Market Rent be less than the Annual Ramp Fee for the immediately preceding year. For the avoidance of doubt, the Annual Ramp Fee during each year other than a FMV Rent Adjustment Date shall increase by the percentage set forth in Section 6 above.

8. LETTER OF CREDIT. Concurrently with the execution of this Agreement, Tenant shall cause to have executed an irrevocable standby letter of credit (“**Letter of Credit**”) on a form and from an issuing bank (“**Issuing Bank**”) that is approved by Landlord in Landlord’s sole but reasonable discretion, in the amount equal to the first six (6) months of the Monthly Ramp Fee (the “**Deposit**”), which the parties agree equals Two Hundred Sixty-Nine Thousand One Hundred Eighty-Four and 00/100 Dollars (\$269,184.00). On each five (5) year anniversary of the Commencement Date Tenant will increase the Letter of Credit Deposit to an amount equal to six (6) months of the then applicable Monthly Ramp Fee. Following an Event of Default, Landlord may use, apply, draw down or retain all or any portion of the Deposit under the Letter of Credit for the payment of any unpaid Ramp Fee or other amount owed by Tenant to Landlord that is in default, or for the payment of any other sum which Landlord incurs by reason of Tenant’s default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord uses, draws down or applies all or any portion of the Deposit under the Letter of Credit, Tenant must within ten (10) days after written demand therefore restore the Letter of Credit Deposit to an amount equal to the then applicable six (6) months of Monthly Ramp Fee, and Tenant’s failure to do so shall be subject to late charges and interest pursuant herein. Landlord may also draw down or retain all or any portion of the Deposit if, following a termination notice by the Issuing Bank (“**Termination Notice**”), Tenant does not replace the Letter of Credit prior to date that is five (5) business days before the expiration date set forth in the Termination Notice.

9. OPERATING COSTS. Tenant acknowledges that this Agreement is, in all respects, considered to be a “triple-net” Agreement and it is the intent of the parties that Tenant pay its proportionate share, as reasonably determined by Landlord, for certain costs and expenses relating to the Aircraft Ramp Area and payments due and owing by Landlord under the Master Lease. For purposes of this Agreement, “**Operating Expenses**” includes: insurance, utilities not separately paid for by Tenant (if any), possessory interest taxes, Landlord’s costs and expenses to be reimbursed by Tenant as set forth in this Agreement. Together with the Monthly

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Ramp Fee Tenant shall pay the estimated annual Operating Expenses for the Aircraft Ramp Area, prorated for a twelve (12)-month period, based on Tenant's Percentage, subject to adjustment as set forth below. Landlord may adjust the Operating Expenses at any time upon a minimum of thirty (30) days' notice to Tenant. Adjustments to Operating Expenses shall be budgeted on a fiscal year beginning April 1st and ending March 31st. Landlord shall provide Tenant with an annual reconciliation statement following each fiscal year detailing the Operating Expenses for the preceding fiscal year. If the annual reconciliation statement shows the actual Operating Expenses to have exceeded the estimated Operating Expenses, then Tenant's Percentage of such additional amount shall be paid by Tenant to Landlord within thirty (30) days of receipt of an invoice based on the annual reconciliation statement. If the annual reconciliation statement shows the actual expenses to have been less than the estimated Operating Expenses, Landlord shall, at its election, (i) pay the amount to Tenant or (ii) credit Tenant's Percentage against the sums next due hereunder from Tenant to Landlord (or against any outstanding sums then due). **"Tenant's Percentage"** of the Operating Expenses shall be allocated by Landlord taking into consideration, among other things, the total area of Aircraft Ramp area as it relates to the total area of the Master Lease Property (defined below) and at all times in accordance with general accepted accounting principles. The estimated monthly Operating Expenses based on Tenant's Percentage for 2025 shall be \$852.00. Operating Expenses and Monthly Ramp Fee may be referred to separately herein or collectively as **"Rent"**.

10. EXTENSION OPTION. In the event that Landlord is successful in extending the term of the Master Lease (defined below) (a **"Master Lease Extension"**) Tenant has the right (an **"Option"**) to extend the initial Term for one (1) additional period equal to the lesser of (i) the length of the Master Lease Extension, and (ii) sixty (60) months (the **"Option Term"**). The Option shall be exercisable by Tenant only if Tenant has not been in default hereunder (as reasonably determined by Landlord) at the time notice is received by Landlord or at the commencement of the Option Term. Tenant shall exercise the Option by written notice (the **"Option Notice"**) to Landlord no later than two hundred seventy (270) days and not earlier than one hundred sixty-five (165) days prior to the expiration of the initial Term. The Option shall lapse if Tenant fails to exercise as provided herein and Landlord has no duty to remind Tenant of an impending expiration of the Option. The same terms and conditions of this Agreement applicable in the initial Term shall be applicable to the Option Term, except that the Monthly Ramp Fee during the Option Term will increase by three percent (3%). For the avoidance of doubt, Landlord shall have no obligation to request or agree to a Master Lease Extension.

11. TENANT TERMINATION. Tenant has the ongoing option to Terminate the Lease, effective upon thirty (30) days' written notice to Landlord, in the event that:

(i) Tenant relocates to any other property on the Airport, provided that together with such termination notice Tenant shall pay Landlord the lesser of fifty percent (50%) of the remaining Annual Ramp Fee due through the Term, or five (5) years' of the Annual Ramp Fee (not subject to escalation);

(ii) Tenant's commercial operations at the Airport for the Permitted Uses are deemed prohibited under Applicable Laws; or

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(iii) the County or Airport reduces Tenant's annual passenger allocation below 25,000 passengers.

12. PASSENGER ALLOCATION REDUCTION. In the event that the County or Airport reduces Tenant's annual passenger allocation below 90,000 passengers, Tenant may, upon thirty (30) days' notice to Landlord, reduce the size of the Aircraft Ramp Area based on the below formula. In the event of a reduction in the Aircraft Ramp Area as contemplated in this Section 12, Landlord shall have the right to reconfigure the Aircraft Ramp Area as reasonably required to effectuate such reduction and the Term of this Agreement shall be reduced to the lesser of (i) the remainder of the Term and (ii) five (5) years from the date of notice to Landlord of the request for reduction.

Passenger Allocation	Aircraft Ramp Area Reduction Percentage	Annual Ramp Fee Reduction Percentage
75,000 – 90,000	25%	25%
50,000 – 75,000	50%	50%
Less than 50,000	75%	75%

13. SURRENDER. As of the Termination Date, unless terminated earlier as contemplated herein, Tenant agrees to yield and peaceably deliver possession of the Aircraft Ramp Area to Landlord, free of all Tenant Aircraft and other property or equipment. Tenant Aircraft not removed from the Aircraft Ramp Area as contemplated in the preceding sentence shall be deemed transient aircraft and Tenant will, in addition to the Monthly Ramp Fee, be charged a daily transient aircraft charge, as determined by Landlord (the "**Transient Aircraft Charge**").

14. RAMP REPLACEMENT WORK. Subject to approval of the Airport and County, Landlord agrees, at its sole cost and expense, to replace the ramp paving located in the Aircraft Ramp Area within the first four (4) years following the Commencement Date (the "**Ramp Replacement Work**"). Landlord will provide Tenant with not less than thirty (30) days advanced notice of the commencement of the Ramp Replacement Work and will use commercially reasonable efforts to not interfere with Tenant's use of the Aircraft Ramp Area for the Permitted Uses. Landlord agrees to provide Tenant comparable space in the event the Ramp Replacement Work results in Tenant's inability to utilize the Aircraft Ramp Area wherein Tenant can continue normal business operations.

15. ASSIGNMENT. Tenant may not assign, sublease or otherwise transfer this Agreement (a "**Transfer**") without first obtaining the prior written consent of Landlord, which Landlord may withhold in its sole discretion. Notwithstanding anything to the contrary, Tenant may Transfer the Agreement, without Landlord's consent, to any entity controlling, controlled by, or under common control with Tenant (a "**Affiliated Entity**"); provided that Tenant will provide Landlord with not less than thirty (30) days advanced written notice prior to any Transfer to an Affiliated Entity.

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16. COMPLIANCE WITH APPLICABLE LAWS. During the Term, each Party covenants to the other Party to comply with those certain rules and regulations (the “**Airport Rules and Regulations**”) promulgated by the County of Orange (the “**County**”), and shall also obey all local, State and Federal rules, regulations and laws, including but not limited to compliance with Federal Aviation Administration, Transportation Security Administration, Airport security rules and regulations, including, without limitation, Tenant obtaining a business operating license and all required airside access and badging approvals for Tenant’s employees, vendors and contractors (collectively with the Airport Rules and Regulations, the “**Applicable Laws**”).

17. SUBORDINATION TO MASTER LEASE. This Agreement shall at all times be subordinate to that certain Southwest Limited Service Fixed Base Operation Lease between Landlord and County dated November 3, 2020 (as amended) (the “**Master Lease**”) in which Landlord leases from the County that certain property defined in the Master Lease (the “**Master Lease Property**”). To the extent of any conflict between this Agreement and the Master Lease, the Master Lease shall control; provided that in the event the Master Lease prevents Tenant from occupying the Aircraft Ramp Area for the Permitted Uses or the Master Lease is otherwise terminated, this Agreement shall terminate and Landlord shall (i) bear full liability for such violation of the Master Lease as between Landlord and the County, (ii) indemnify Tenant from any losses, penalties, or fees imposed by the County or a related entity associated with such violation, and (iii) refund Tenant within fifteen (15) days any pro-rated Rent (wherein the value of such Rent has not been received), and any other related fees.

18. PAYMENT PROCEDURE

A. Place of Payment and Filing. Payments and statements required under this Agreement shall be delivered to 2980 Airway Ave., Costa Mesa, CA 92626. The designated place of payment and filing may be changed at any time by Landlord upon ten (10) days’ written notice to Tenant. Payments may be made by ACH, wire transfer, or check payable to the Landlord; provided that payments made by credit card shall, at Landlord’s discretion, include any payment processing fee applicable to such credit card.

B. Form of Payment. All sums due under this Agreement shall be paid in lawful money of the United States of America without offset or deduction or prior notice or demand. No payment by Tenant or receipt by Landlord of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord’s right to recover the balance of the amount due or pursue any other remedy in this Agreement.

19. DELINQUENT ACCOUNTS. In the event a Tenant fails to pay Monthly Ramp Fee and/or applicable Transient Aircraft Charge for a period in excess of ninety (90) days, Landlord may dispose of any Tenant Aircraft, and other personal property left in the Aircraft Ramp Area, as “unclaimed property” pursuant to Orange County Codified Ordinance Section 1-4-38 and California Civil Code Section 2080 et seq. or make arrangements with the Tenant or Lien Holder (as identified in Section 20 of this Agreement) for removal of applicable Tenant Aircraft.

20. USE; RESTRICTIONS; MAINTENANCE.

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A. Tenant shall use the Aircraft Ramp Area solely for the purpose of parking, storing of the Tenant Aircraft and support equipment, emplaning and deplaning of passengers, and routine aircraft preventative maintenance, all in compliance with Applicable Laws (the “**Permitted Uses**”).

B. Tenant shall not install any utilities such as gas, electricity, water/sewer, or other utilities nor shall Tenant make any improvements, changes or alterations to the Aircraft Ramp Area without the prior written authorization of Landlord.

C. Any use, storage, or disposal of Hazardous Substances (defined below) must be stored, or disposed of in accordance with Applicable Laws. The Aircraft Ramp Area shall be subject to inspections by Landlord and/or the Airport’s Aircraft Rescue and Firefighting (“**ARFF**”) personnel and/or Airport Operations to ensure compliance with this Agreement.

D. Fueling of Tenant Aircraft by any person or entity other than a Landlord approved aircraft fuel provider (“**Approved Fuel Provider**”) is prohibited. In the event that Landlord is permitted to provide aircraft fuel under the Master Lease, Tenant is required to purchase aircraft fuel from the Landlord to the extent that Landlord (i) is able to meet or provide better rates as the aircraft fuel pricing being paid by Tenant under any fuel contract with an Approved Fuel Provider, and (ii) is in compliance with applicable Airport Rules and Regulations related to the dispensing of aircraft fuel, and (iii) is otherwise capable of providing on-time aircraft fuel delivery performance to reasonably accommodate Tenant’s aircraft operations for the Permitted Uses.

E. Only authorized motor vehicles will be permitted in the Aircraft Ramp Area for pick-up/drop-offs and/or during the time an owner is traveling in their aircraft. The Aircraft Ramp Area shall not be used for the purpose of storing vehicles other than the Tenant Aircraft. Parking in aircraft taxi ways/taxi lanes is prohibited. All operators of moving vehicles shall yield to all moving aircraft.

F. Tenant shall be responsible for properly securing all Tenant Aircraft. The Landlord assumes no responsibility in this regard.

G. Tenant shall keep the Aircraft Ramp Area clear of any debris, obstructions, health, fire, or other safety hazards. No person shall keep or store, or cause to be kept or stored in any manner on the Airport any materials which the Airport’s ARFF division and/or Airport Operations has determined constitute a fire or safety hazard. Except as specifically set forth herein, Tenant shall be solely responsible for the maintenance and repair of the Aircraft Ramp Area.

H. The Tenant Aircraft must be in compliance with 14 CFR Part 135 requirements. Tenant shall not store, keep or maintain aircraft not in compliance with an Airworthiness Certificate for a period greater than ninety (90) consecutive days unless the owner demonstrates to Landlord’s satisfaction, that the owner is actively engaged in an effort to bring such aircraft into airworthy condition, and obtains the express written consent of Landlord to continue storage of such aircraft for an additional specified period of time in order to bring the aircraft into airworthy condition. Aircraft that remain in an un-airworthy condition after the initial ninety (90) consecutive days may be treated as Transient Aircraft.

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I. Tenant shall not provide or authorize commercial photographer or media access to the Aircraft Ramp Area without timely notification to Landlord.

21. LIABILITY. Tenant acknowledges that Landlord has granted its permission for use of the Aircraft Ramp Area only for the purposes listed in, and in accordance with, the provisions of this Agreement. By entering into this Agreement, Landlord is not agreeing in any manner to accept obligations or responsibility for the safekeeping of any Tenant Aircraft or other property of Tenant, or Tenant's agents, contractors, officers, employees, or guests. Tenant is solely responsible for the security of any Tenant Aircraft, its personal property and equipment and the safety of all passengers accessing the Aircraft Ramp Area. Neither Landlord nor the County accept any responsibility for damage to any Tenant Aircraft, its contents or other personal property, or to injuries suffered by any passengers accessing the Aircraft Ramp Area, excluding damage caused by Landlord's gross negligence or willful misconduct. Tenant shall bear all risks, costs, and expenses in connection with Tenant's use of the Aircraft Ramp Area for the Permitted Uses.

22. INSURANCE. Tenant agrees to purchase all required insurance set forth on Exhibit B, attached hereto, at Tenant's expense and to deposit with Landlord certificates of insurance, including all endorsements required herein, necessary to satisfy Landlord that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with Landlord during the entire Term.

This Agreement shall automatically terminate at the same time Tenant's insurance coverage is terminated. Tenant agrees that Tenant shall not operate on the Airport at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Landlord. In no cases shall assurances by Tenant, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Landlord will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

All contractors performing work on behalf of Tenant pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Agreement. It is the obligation of Tenant to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Airport.

The Agreement is granted the option of arranging the required coverage under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total 'per occurrence' and aggregate limits required under this Agreement. Umbrella or Excess liability policies, if furnished, shall provide additional insured and waiver of subrogation as required under this Agreement.

23. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL REMEDIATION. As used herein, the term "**Hazardous Substances**" shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any environmental law and regulations of any governmental entity, including but not limited to Landlord acting in its governmental capacity, the State of California or the United States Government. Hazardous Substances also includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "hazardous substance" or

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considered a waste, condition of pollution or nuisance under any environmental law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

As used herein, the term “**Environmental Law**” shall mean any federal, state or local law, statute, ordinance, code, judgment, order or regulation pertaining to the environment, Hazardous Substances, Pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, under or about the Airport; and, all other state laws, rules, orders, directives, and codes, regulations judgments, and orders relating to (i) emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment (including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata); and (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Substances, as such laws are amended, and the regulations and administrative codes applicable thereto.

Tenant shall comply with and obey all applicable Hazardous Substance laws, rules and regulations and all applicable Environmental Laws in connection with Tenant’s operations at the Airport. Tenant shall not place, dispose of, allow, cause, or release any Hazardous Substances upon the Aircraft Ramp Area or within the Airport other than in an Airport provided receptacle for Hazardous Substances. Tenant shall also immediately notify the County of any release, contamination, or spill of any Hazardous Substances on the Aircraft Ramp Area or on the Airport which the Tenant has reason to believe it caused. Such notification is for the purpose of, but not limited to, a determination of whether a State Mandated Spill has occurred. Tenant’s obligations herein shall survive the termination or expiration of this Agreement.

Tenant shall bear the entire cost of removal, clean up and remediation of all Hazardous Substance contamination as a result of Tenant’s operations (a “**Release**”). In addition to all other rights and remedies of the Landlord, if Tenant does not promptly cleanup and remove, or arrange for such clean up and removal, any such Hazardous Substance(s) Release, Landlord may pay to have same removed, and Tenant shall reimburse the Landlord of all costs incurred by Landlord.

24. NON-STORM WATER DISCHARGE. Tenant shall not allow or cause the entry of any Hazardous Substances under its control into the Airport Storm Water drainage system unless authorized by applicable Environmental Laws and the Airport’s Storm Water Discharge Permit. Tenant shall not allow or cause the entry of any Unauthorized Non-Storm Water Discharge that is under its control into the Storm Water drainage system of the Airport or into the Storm Water drainage system of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of Landlord for that purpose, and Tenant complies with recommendations made by the State and/or Federal Environmental Protection Agency and the Airport’s Storm Water Discharge Permit requirements. Tenant shall bear all costs and any other expenses related to the prohibited entry of such oil, fuel or other Hazardous Substances into said drainage systems prohibited by applicable Environmental Laws.

25. INDEMNITY. To the fullest extent authorized by law, Tenant shall indemnify, defend, and hold harmless the Landlord, its officers, employees and agents (“**Landlord Indemnities**”), from and against any and all claims, judgments, damages, penalties, fines, costs, orders, and lawsuits,

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arising out of Tenant's operations at the Aircraft Parking Area and the Airport, including the cost of defense arising therefrom and including but not limited to the following:

A. Tenant's placing, disposing, allowing or releasing of Hazardous Substances upon or within the Airport or Aircraft Ramp Area other than in an Airport provided receptacle for Hazardous Substances.

B. Tenant's violation of any Environmental Law, except that Tenant's obligations under this paragraph shall not extend to known conditions that are, as of the Effective Date, the subject of investigation and remediation by Landlord or others, or remediation conditions that arise from operations of third parties that are not affiliated with Tenant that take place off of the Airport. A party shall be deemed to be affiliated with Tenant if it is an employee, officer, subtenant, director, agent, contractor or subcontractor of Tenant or if it is controlled by or under common control with Tenant.

C. Tenant's causing or allowing any discharge into the Airport Drainage System that is prohibited under this Agreement.

D. Damage to any Tenant Aircraft, vehicles, Tenant property or equipment, or to any passenger accessing the Aircraft Ramp Area.

This indemnification includes, without limitation, reasonable attorney's fees/costs and other costs incurred by the Landlord including but not limited to any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental entity because of impacts to the environment caused by Hazardous Substances being present on Airport property or in the soil or groundwater under the Airport that arise out of Tenant's operations at the Aircraft Ramp Area or the Airport. Tenant's indemnity obligations stated hereinabove also apply to those actions arising from and which involve Tenant's officers, agents, subcontractors, subtenants, and employees.

Tenant's indemnity obligations stated hereinabove shall not apply in the event of any loss, damage, or expense arising from the sole or active negligence and/or willful misconduct of Landlord. The rights and obligations set forth in this paragraph shall survive the termination of this Agreement.

26. TENANT DEFAULT. The occurrence of any one or more of the following events shall constitute an **'Event of Default'** by Tenant:

- (i) The failure of Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due, and such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant; or
- (ii) The failure by Tenant to observe or perform any of the covenants, agreements, terms or conditions of this Agreement, other than described in subsections (i) above, where such failure shall continue or shall not be remedied within thirty (30) days after notice in writing thereof is given by Landlord to Tenant, specifying the matter claimed to be in default; provided, however, that if the nature of the Tenant's default is such that more than thirty (30) days are

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reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

Upon the occurrence of an Event of Default Landlord may, at any time thereafter, without limiting Landlord's other legal rights or remedies, including, without limitation, drawing down on the Letter of Credit, terminate Tenant's right to possession of the Aircraft Ramp Area by any lawful means, in which case this Agreement shall terminate and Tenant shall thereafter have no further rights hereunder or in the Aircraft Ramp Area; provided, however, that upon such termination Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Aircraft Ramp Area; reasonable attorneys' fees; and all accrued and unpaid Ramp Fees (including, in either instance and without limitation, all Ramp Fees due from Tenant through the remainder of the Term).

27. LANDLORD DEFAULT. Landlord will be in default ("**Landlord Default**") if Landlord fails to perform any of its obligations hereunder within thirty (30) days after notice from Tenant specifying such failure; provided that where any such failure cannot reasonably be cured within a thirty (30)-day period, Landlord will not be in default if Landlord commences to cure the failure within the thirty (30)-day period and thereafter diligently pursues all reasonable efforts to complete the cure. Following a Landlord Default, Tenant, in addition to pursuing any or all other remedies at law or in equity, may terminate this Agreement on sixty (60) days notice (a "**Termination Notice**"); provided that if Landlord cures the Landlord Default during such sixty (60) day period the Termination Notice shall be deemed null and void.

28. SEVERABILITY; ELECTRONIC COUNTERPARTS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement may be executed and delivered electronically and in counterparts.

29. SUCCESSORS; ENTIRE AGREEMENT; AMENDMENT; REMEDIES; WAIVER. This Agreement will be binding upon, jointly and severally, and inure to the benefit of Landlord and Tenant and their respective representatives, successors, and assigns. This Agreement embodies the entire agreement between the parties concerning the Agreement's subject matter. No modification, waiver, or amendment of this Agreement or any of its provisions will be binding upon either party if not in writing and signed by such party. All rights and remedies set forth in this Agreement are cumulative, non-exclusive, and in addition to such other rights and remedies as may be available at law, in equity, or otherwise. No delay in enforcement or failure by a party to insist on strict performance of any term or condition of this Agreement will be deemed a waiver thereof, or a waiver of any right to performance of the same or any similar or other term or condition in the future.

30. NOTICES. All notices pursuant to this Agreement shall be addressed to either party as set forth below and shall be sent (i) through the United States Mail, in the State of California, via First Class Mail, duly registered or certified, return receipt requested with postage prepaid (ii) and/or by an overnight carrier service, (iii) and/or by electronic mail. If any notice is sent by an overnight

EXHIBIT C

Ramp Agreement

Attachment A

carrier service, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above Landlord may also provide notices to Tenant by personal delivery or by regular mail postage prepaid and any such notice so given shall be deemed to have been given upon the date of personal delivery or three (3) days after the date of deposit in the United States Mail, respectively. Notices sent by electronic mail shall be deemed delivered at 12:00 p.m. (Pacific Time) on the next business day following transmission. Either party hereto may from time to time, by written notice to the other in the method described above, designate a different address which shall be substituted for the one above specified.

LANDLORD:

Jay's Air Center, LLC
2980 Airway Ave.
Costa Mesa, CA 92626
Email: Jon@jaysaircenter.com; george@jaysaircenter.com

with a copy to:

Seyfarth Shaw
999 3rd Ave Ste 4700
Seattle, WA 98104
Attention: Ian Taylor
E-mail: Itaylor@seyfarth.com

TENANT:

Delux Public Charter, LLC d/b/a JSX Air d/b/a JSX Air
7201 Lemmon Avenue
Dallas, Texas 75209
Attention: Vice president Airport Affairs
E-mail: ken.edmondson@jsx.com

with a copy to:

JetSuiteX, Inc. d/b/a JSX Air
7201 Lemmon Ave.
Dallas, TX 75209
Attention: Legal
E-mail: Legal@jsx.com

[Signature Page to Follow]

EXHIBIT C
Ramp Agreement

Attachment A

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the latest of the dates set forth below (the “Effective Date”).

TENANT:

LANDLORD:

Delux Public Charter, LLC d/b/a JSX Air,
a Delaware corporation

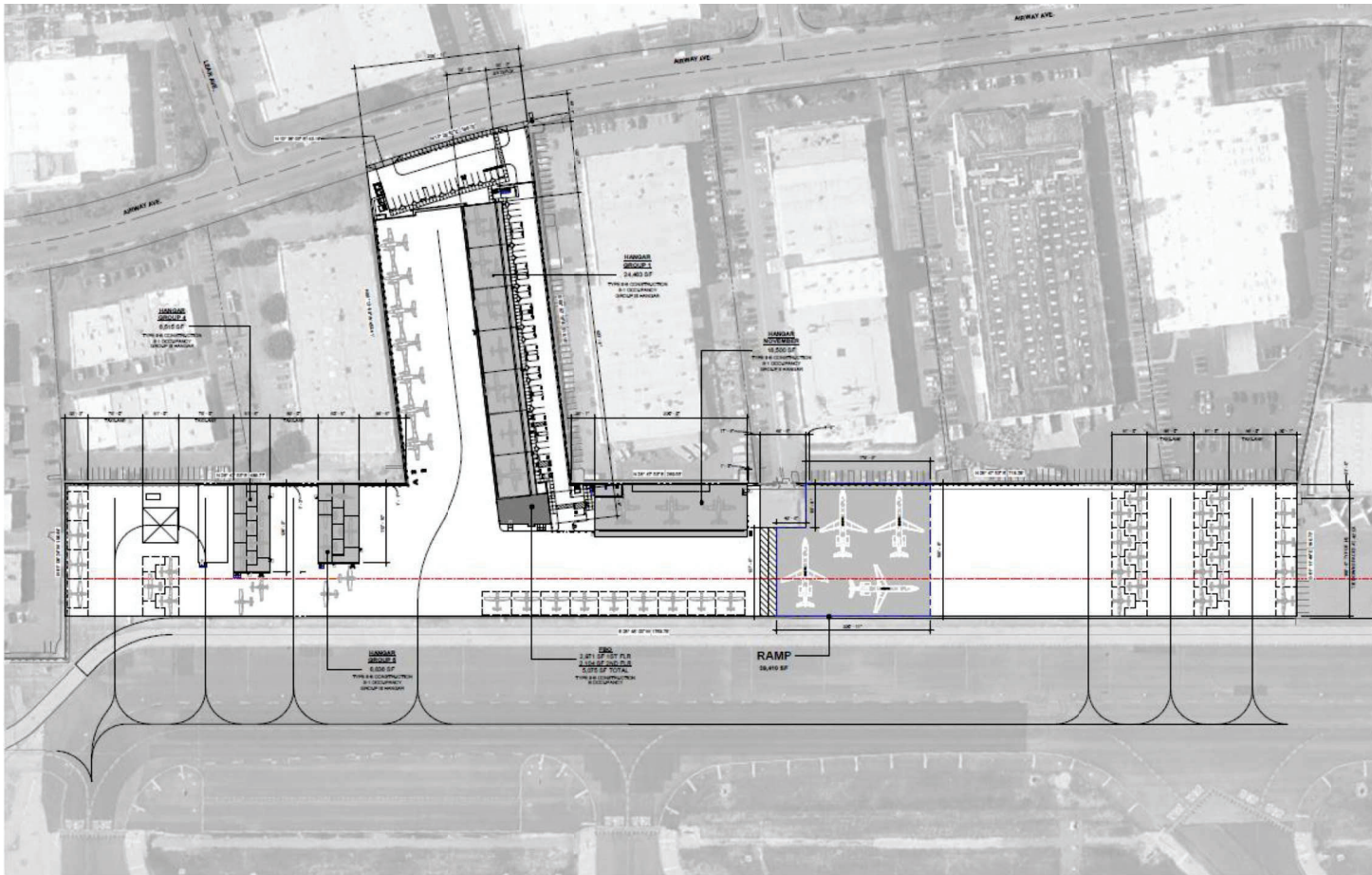
Jay’s Air Center LLC,
a California limited liability company

By: Alex Wilcox
Name: Alex Wilcox
Title: CEO
Date: January 27, 2025

By: George Sumner
Name: George Sumner
Title: Managing Partner
Date: January 27, 2025

EXHIBIT A

AIRCRAFT RAMP AREA
(outlined in blue)



Jay's Air Center, LLC
Ramp Agreement



SITE DIAGRAM
JAY'S AIR CENTER, LLC
JOHN WAYNE AIRPORT
SANTA ANA, CA

Job No. 4083-A
10/10/24
© ASMA 2024 All Rights Reserved

SK1

Exhibit A

EXHIBIT C

Ramp Agreement

Attachment A

EXHIBIT B

INSURANCE REQUIREMENTS

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO /Risk management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Tenant shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Aircraft Liability	\$10,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Including coverage for owned, non-owned and hired vehicles	

Required Coverage Forms

The Aircraft Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

All insurance policies required by this Agreement shall contain one of the following endorsements, which shall accompany the Certificate of insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming Landlord, the County, its elected and appointed officials, officers, employees, agents as Additional Insureds.

EXHIBIT C

Ramp Agreement

Attachment A

All insurance policies required by this Agreement shall waive all rights of subrogation against Landlord, the County, and their respective managers, members, officials, officers, agents and employees when acting within the scope of their appointment or employment.

All insurance policies required by this Agreement shall give Landlord thirty (30) days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Aircraft Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the Landlord's address provided in the Agreement. Tenant has ten (10) business days to provide adequate evidence of insurance or this Agreement may be cancelled.

Landlord expressly retains the right to require Tenant to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by Landlord's Risk Manager as appropriate to adequately protect Landlord.

Landlord shall notify Tenant in writing of changes in the insurance requirements. If Tenant does not deposit copies of acceptable certificates of insurance and endorsements with Landlord incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to Tenant, and Landlord shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Jay's Air Center Leasehold



JOHN WAYNE
AIRPORT
ORANGE COUNTY

SECTION 8 – PENALTIES AND PROHIBITIONS

8.1.7 USE OF AIR TERMINAL FOR PASSENGERS OR BAGGAGE REQUIRED

- (a) Except as may be allowed under the authority of subsection (b), no *Air Carrier* or *Commuter Carrier* shall provide services or engage in activities related to the service of air passengers and their baggage except through and in facilities designated for that purpose by the *County* in the THOMAS F. RILEY TERMINAL.
- (b) Any *Qualified Commuter Carrier* may apply to the *Airport Director*, in writing, for permission to conduct passenger or related operations at the location of a Fixed Base Operator (“FBO”) which is a tenant of the *County*. The application shall provide such information as may be required or requested by the *Airport Director*. If the *Airport Director* or the *Board of Supervisors* authorizes *Commuter Carrier* operations at a FBO location, the authority of the applicant to conduct such operations shall be subject to such conditions as the *Airport Director* or the *Board* may impose on such operations.

HISTORICAL NOTE

December 1990 Amendments. This section was added by the December 1990 amendments, although it is simply a restatement of preexisting policy of the *County* (and existing limitations on the carriers through their leases and otherwise). This limitation on use is an element of the City of Newport Beach “settlement agreement,” and amending the PLAN to include this restatement of existing limitations is intended principally to make the PLAN itself a more complete and self-contained statement of *County* regulation of commercial use of JWA.

8.2 AFFILIATE OPERATIONS – PROHIBITION

Except as expressly permitted by this section, and except as permitted by Sections 3.9 and 3.10 of this PLAN and any other relevant provisions of the PLAN relative to the operation of *Associated Operating Groups*, *Affiliated Carriers* shall not simultaneously conduct *Regularly Scheduled Air Service* at JWA.

HISTORICAL NOTE

October 1994 Amendments. On October 4, 1994, the Orange County *Board of Supervisors* approved a series of amendments to the affiliate policy provisions of the ACCESS PLAN. These amendments included a number of regulations which apply to the formation of, allocations to, and general operation of *Associated Operating Groups*. This section was revised consistent with these approved amendments.