



Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: October 17, 2017

Subject: APPROVE AND AUTHORIZE TERMINATION OF T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT FOR HANGAR E-11 AT BUCHANAN FIELD AIRPORT

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to terminate the T-Hangar and Shade Hangar Rental Agreement for Hangar E-11 at Buchanan Field Airport. AUTHORIZE County Counsel to pursue legal action to regain possession of the real property if tenants fail to vacate the hangar within the time allowed. Pacheco Area)

**FISCAL IMPACT:**

There is no impact on the General Fund. The Airport Enterprise Fund will cover the cost of any legal action.

**BACKGROUND:**

On July 18, 2014, the County entered into a T-Hangar and Shade Hangar Rental Agreement with two individuals, Grace Ellis and Jack Bernardini for the use of T-Hangar E-11. The hangar is located on the East Ramp of Buchanan Field Airport. Under the terms of the rental agreement, the primary use of the hangar is for storing an aircraft or homebuilding or restoring an aircraft. It is the policy of the Airport that any aircraft stored in a hangar rented

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: 10/17/2017 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 17, 2017

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Beth Lee, (925)  
681-4200

cc:

from the County

## BACKGROUND: (CONT'D)

must be owned by the individual(s) named on the rental agreement. Title to the aircraft is confirmed by Airport staff obtaining a copy of the current aircraft registration. The rental agreement also requires that insurance information be provided that names the tenant(s) on the policy. When Ms. Ellis and Mr. Bernardini rented Hangar E-11, they provided a copy of the FAA Aircraft Registration Application for aircraft N49GE, which listed Ms. Ellis and Mr. Bernardini as co-owners of the aircraft.

In June 2017, Airport staff requested a current certificate of insurance for aircraft N49GE, as the prior one had expired. In response, Mr. Bernardini advised Airport staff that aircraft N49GE was no longer in the hangar and that a different aircraft was being stored there. Mr. Bernardini then provided the registration and insurance for the substitute aircraft. A review of the information provided by Mr. Barnardini revealed that, contrary to Airport policy, the substitute aircraft is not jointly-owned by both tenants. Both the registration and the insurance information identify only Mr. Barnardini as the owner of the aircraft. Airport staff then notified both tenants that they are not in compliance with the Airport policy requiring an aircraft stored in a hangar to be owned by the individual(s) named on the rental agreement.

Airports staff has since had numerous telephone and in-person discussions with Ms. Ellis and Mr. Bernardini about the need to comply with Airport policy regarding title to the aircraft stored in Hangar E-11. Based on these discussions, it appears that there is some disagreement between the two tenants as to what is, and what should be, stored in Hangar E-11.

On September 5, 2017, Mr. Bernardini submitted a written termination of his tenancy of Hangar E-11, effective October 5, 2017. Since receiving Mr. Barnardini's termination notice, Airport staff has offered to meet with Ms. Ellis on a number of occasions to discuss the terms of the rental agreement and relevant Airport policies. Unfortunately, Ms. Ellis has not returned calls or replied to Airport staff's emails.

Since Ms. Ellis is not a pilot and has not provided evidence that she has an aircraft for which she can provide a current registration and proof of insurance, Airport staff is requesting authority to terminate the rental agreement and to pursue legal action, if necessary, to regain possession of the hangar. Such actions are consistent with adopted Airport policies. In addition, by recovering possession of the hangar, the Airport will be able to make the space available to the next person on the Buchanan Field Airport T-hangar waiting list.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to terminate the rental agreement and pursue legal action to regain possession of the hangar would result in the Airport being unable to enforce adopted Airport policies and procedures.