

RESOLUTION NO. 2015-02

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT FOR A
CITY-SPONSORED EVENT HOSTED ON SATURDAY, FEBRUARY 21, 2015, BY
THE MARINA RECREATION & CULTURAL SERVICES DEPARTMENT FOR
TEMPORARY USE OF AIRPORT FACILITIES, INCLUDING HANGAR 510 AND
PARKING AREAS, AT THE MARINA MUNICIPAL AIRPORT FOR A
SCHEDULED NON-AVIATION EVENT AND RELATED ACTIVITIES; AND
AUTHORIZING CITY MANAGER TO EXECUTE THE CONDITIONAL AIRPORT
SPECIAL ACTIVITY PERMIT ON BEHALF OF CITY, SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, on December 19, 2014, the Marina Recreation & Cultural Services Department, on behalf of the San Francisco Giants, requested use of Hangar 510 at 3240 Imjin Road and designated parking areas at the Marina Municipal Airport for the “2015 San Francisco Giants World Championship Trophy Tour,” an event to share the 2010, 2012 and 2014 trophies with boys and girls participating in the Junior Giants program and Giants fans in the community, and;

WHEREAS, on January 12, 2015, City of Marina staff including representatives from the Recreation & Cultural Services Department, Police Department, Fire Department, Airport Services Division, Building Services Division, Planning Services Division and Public Works Division met at Hangar 510 to discuss event logistics, such as layout design, security, staffing, vehicle parking and pedestrian circulation, and;

WHEREAS, on January 6, 2015, the FAA was notified of the opportunity for the City of Marina to host the “2015 San Francisco Giants World Championship Trophy Tour” at the Airport, and;

WHEREAS, UC MBEST representatives have agreed to allow parking for event participants on their property in front of the Flight Simulator Building at the southwest corner of Imjin Road and Neeson Road, and;

WHEREAS, fees would not be charged for use of Airport or UC facilities, and;

WHEREAS, the proposed Conditional Airport Special Activity Permit (“EXHIBIT A”) is based on other City Council-approved Conditional Airport Special Activity and Use Permits for temporary, non-aviation uses of Airport facilities, and;

WHEREAS, the Marina Recreation & Cultural Services Department shall be responsible for all permits, sanitary facilities, safety, medical personnel, and coordination of all safety issues with the Marina Municipal Airport, Community Development Department (Planning, Building, Public Works), Police Department and Fire Department, and;

WHEREAS, the City’s Human Resources and Risk Management Department has consulted with the Monterey Bay Area Self Insurance Authority (MBASIA) and has received assurances that the proposed City-sponsored event will be covered by the liability coverage provided by MBASIA, and;

WHEREAS, the City Council finds that the Conditional Airport Special Activity Permit is consistent with the goals, policies and programs of the Marina General Plan, in that the Conditional Airport Special Activity Permit provides temporary opportunities for non-aviation uses and exposure of the public to the Airport and aviation-related activities, and;

WHEREAS, the Conditional Airport Special Activity Permit is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, section 15301, Existing Facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve Conditional Airport Special Activity Permit (“EXHIBIT A”) for a City-sponsored event hosted on Saturday, February 21, 2015, by the Marina Recreation & Cultural Services Department for temporary use of Airport facilities, including Hangar 510 and parking areas, at the Marina Municipal Airport for a scheduled non-aviation event and related activities, and;
2. Authorize the City Manager to execute the Conditional Airport Special Activity Permit on behalf of the City, subject to final review and approval by the City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of January, 2015, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Morton, O’Connell, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**MARINA MUNICIPAL AIRPORT
CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT CERTIFICATE
FOR THE USE OF DESIGNATED AREAS OF THE AIRPORT BY MARINA
RECREATION & CULTURAL SERVICES DEPARTMENT FOR THE 2015 SAN
FRANCISCO GIANTS WORLD CHAMPIONSHIP TROPHY TOUR IN MARINA, CA**

THIS IS TO CERTIFY THAT, the City Council (“Council”) of the City of Marina (“City”), at a regular meeting held on January 21, 2015, considered the following request at a public meeting. The City Council at that meeting then approved this Conditional Airport Special Activity Permit (or “Permit”) for use of Airport facilities, including Hangar 510 and certain designated parking areas, at the Marina Municipal Airport for a scheduled non aviation-related event and activities in conjunction therewith under authority provided by Chapter 13.22 of the Marina Municipal Code, the Airport Operating Ordinance, and subject to the following conditions and restrictions.

REQUEST:

Request by the Marina Recreation & Cultural Services Department, a department of the City of Marina (hereinafter referred to as “Permittee”), on behalf of the San Francisco Giants, for permission to use Hangar 510 at 3240 Imjin Road and designated parking areas (as indicated on **Exhibits A and B** attached hereto and made a part hereof).

BACKGROUND:

On December 19, 2014, a request was received from the Permittee to utilize areas of the Airport on Saturday, February 21, 2015, for the “2015 San Francisco Giants World Championship Trophy Tour” event, an event to share the 2010, 2012 and 2014 trophies with boys and girls participating in the Junior Giants program and Giants fans in the community.

The members of the City Council serve as members of the Airport Commission. The Airport Commission is authorized to enact policies and regulations governing operations and the conduct of business on the Airport subject to the approval of the City Council. In order to keep the administrative record of the Airport Commission separate from the action of the City Council, the Commission’s role is to recommend to the Council approval or disapproval of a request.

COUNCIL ACTION:

The City Council adopted the following findings in justification of granting this Permit and granted the Permit as described herein subject to each of its Conditions of Approval and authorized the City Manager to execute same as described herein.

FINDINGS:

In issuing this Permit, the City Council hereby finds that, under strict conditions of approval:

1. Permittee’s non aviation-related event and activities and use of Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.

2. Permittee's non aviation-related activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Permittee's non aviation-related activities, if conducted in accordance with the Conditions of this Permit will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City. The long-term use of the property is designated for aviation-related development in the Airport Master Plan and Airport Layout Plan.
4. Permittee's non aviation-related activities and the use of Airport facilities will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. Reasonable time period can be and are herein designated for Permittee's non aviation-related activities.
6. The form and amount of the City's liability insurance is reasonably related to the Airport's liability exposure. It is further found that, because the City's insurance coverage is appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for required insurance coverage for any other use.

FAA NOTIFICATION:

Notification of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit.

EVENT DESCRIPTION:

The Event is a one-time event for hosting the "2015 San Francisco Giants World Championship Trophy Tour" in the City of Marina. The event will occur on Saturday, February 21, 2015, from 11 AM to 1 PM. As shown on **Exhibits A and B**, the Event will be located inside Hangar 510, but not beyond Airport fencing on apron or taxiway areas. In partnership with their Junior Giants Leagues, the Giants will offer public viewing opportunities in the 2010, 2012 and 2014 World Championship trophies. Event activities will include the chance to have one's photograph taken with the trophies. The Event is open to the public. Approximately 1,000 participants are anticipated to attend the Event, who will park in designated nearby parking lots, as permitted by UC MBEST. Designated parking areas are shown on **Exhibit B**.

Setup at Hangar 510 for the Event will occur the morning of February 21, 2015. All equipment will be disassembled and loaded out immediately after the Event.

In its advertising and promotional materials for the event, Permittee shall promote and aid the commerce of the Marina Municipal Airport and the City of Marina and use of City facilities by positive publicity for the City through its association with the event and to aid commerce and tourism within the City.

TERM OF THE PERMIT: For the date of Saturday, February 21, 2015, for the one-time "2015 San Francisco Giants World Championship Trophy Tour" Event.

FEE: There is no fee for the proposed use.

AIRPORT STAFF ROLES AND RESPONSIBILITIES: The City Manager or his/her designee serves as the Airport Manager. The Airport Manager represents the City at all times in regard to Airport matters and has the duties and powers listed below. As designated by the Airport Manager, the Airport Services Manager is empowered to oversee the day-to-day operations of the Airport and to apply and enforce the rules and regulations for the Airport, pursuant to Chapter 13.22 of the Marina Municipal Code. The City's rules and regulations for the Airport are supplemental to the Federal Aviation Regulations.

1. The Airport Manager shall at all times have authority to take such actions as may be deemed necessary to safeguard the public in attendance at the Airport.
2. The Airport Manager may suspend or restrict any or all operations at the Airport whenever such action is deemed necessary in the interest of safety.
3. The Airport Manager may suspend, as a means of safeguarding the Airport and the public, the privileges of the Airport and its facilities to any person refusing to comply with these rules and regulations.
4. The Airport Manager shall have authority to restrict Airport operations to such portion(s) of the Airport as he/she may deem necessary or desirable.
5. The Airport Manager may issue permits or written permission for use of the Airport as authorized in Chapter 13.22 of the Marina Municipal Code.
6. The Airport Manager, in any contingency or emergency not specifically covered by these rules and regulations, is authorized to make such decisions as to him/her may seem proper.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions and the breach of any said terms, covenants or conditions will be deemed sufficient cause for the suspension or termination of the Permit.

I Operational

1. Permittee's non aviation-related activities shall be confined to the areas of the Airport facilities designated by the City and shown in **Exhibits A and B**. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the Airport Services Manager or his or her designate. The City shall have final approval of all site plans as provided herein and Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend any event at any time if, in the opinion of the Airport Services Manager, such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.
2. Pre- and post-event site inspections will be conducted by representatives of the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. The cost to the City to repair or replace any post-event damage, or to effect removal and cleanup of any material or oil or gas spill remaining on the Event site after the end of the term of the permit (as defined herein) shall be paid by the City. Permittee's use of the Airport must not affect access to or the use of premises leased to the City's tenants at the Airport.
3. Prior to conducting any activities on the Airport, Permittee will provide a final written schedule of its proposed activities to the Airport Services Manager and will keep the Airport Services Manager fully informed on a timely basis by providing prior written notice concerning any and all changes concerning events listed in that schedule. Prior to the event, Permittee will provide to the Airport Services Manager a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct of that event both on- and off-site and who should be contacted in the event of an emergency. Prior to the scheduled event, Permittee will attend a pre-event briefing with City staff to ensure coordination of the event and emergency procedures.
4. Permittee's non aviation-related and other activities and operations (e.g., set-up, breakdown) shall be conducted only from 7:00 AM to 5:00 PM.
5. If required by the Airport Services Manager, an accurate plan of the location of all events and related activities must be prepared by Permittee.
6. Permittee's event logistic staff shall utilize designated parking areas as shown on **Exhibit B**.
7. Set-up of equipment associated with any event shall occur on February 21, 2015. Break-down of equipment associated with any event shall occur later the same day on February 21, 2015. Permittee is responsible for installing, securing and removing any trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. All equipment and materials must be removed from the Airport facilities used for the event before 5:00 PM on February 21, 2015, and the site returned to its pre-event condition, unless other arrangements are approved in advance by the Airport Services Manager.

City is responsible to pay any repair, maintenance or cleanup costs associated with the event. In the event of any damages from the Permittee's activities, the responsible party(s) must pay for and repair all damages to Airport facilities in a timely manner. If, in the sole determination of the Airport Services Manager, the event site requires sweeping for rocks and small debris following any event as a result of Permittee's activities, the Airport Services Manager will sweep debris from the site. All sweeping must be completed no later than 5:00 PM on the day following event activities.

8. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the Airport Services Manager. Garbage and refuse containers must be emptied as necessary during any event so as not to overflow during or after an event. All trash must be removed from the site and the Airport no later than the day following the event.

9. Adequate portable restrooms will be provided for any event in such numbers and locations as may be required by the Monterey County Health Department and the Airport Services Manager and these portable restrooms must be serviced and pumped by a sanitation truck as required. There must be no dumping of any materials into existing sewers serving the Airport.

10. No later than 48-hours prior to the event, Permittee must contact the City's Fire Department to arrange for a fire safety inspection prior to the commencement of the event. Any deficiencies identified by the fire safety inspection must be corrected prior to commencement of the event. Fire extinguishers fully charged and with tags affixed, will be provided as required by the City's Fire Department. There will be no open air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.

11. First aid kits and supplies as approved in advance by the Airport Services Manager and the City's Fire Department shall be available on-site for the duration of any event activities.

12. Any accident requiring medical attention must be reported in writing to the Airport Manager and copied to the Airport Services Manager within 24 hours from the time of the accident.

13. Permittee by accepting this Permit acknowledges that it has received and will abide by the rules and regulations set forth in the Airport Operating Ordinance.

14. Permittee's must, within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or this Conditional Airport Special Activity Permit, provide a written report of the incident to the Airport Manager and copied to the Airport Services Manager using a form approved by the City.

15. Permittee will provide security personnel for any event, as approved by City's Police Department. If the City's Police Department is not utilized, security company personnel shall be certified under the State of California and all security personnel shall possess a California Guard Card.

16. Permits must be obtained from the Monterey County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to an event.

17. Parking for motor vehicles, including utility trucks, shall be as designated on the site plan in areas outside the fenced airside operations areas of the Airport. Except as permitted in connection with the Event and approved in advance by the Airport Services Manager, there must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property. Any circumstances which arise during an event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be immediately communicated to the Airport Services Manager.

18. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in **Exhibits A and B**.

19. To the extent applicable Permittee shall comply with all FAA assurances as shown on **Exhibit C** attached hereto and made a part hereof.

20. Permittee shall cooperate with the Airport Services Manager in notifying pilots, users and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations.

21. Sponsorship banners and signs are allowed within the designated event area in locations approved by the Airport Services Manager and indicated on the site plan. Banners and signs shall be promptly removed after the event.

22. No person shall possess or consume any alcoholic beverage or illegal drug in or around any event areas when Permittee's activities are taking place. No person employed by or providing service to Permittee shall possess, consume, and/or have in their system any alcoholic beverage or illegal drug in or around any areas where Permittee's activities are taking place.

23. The opening and closing of hangar doors shall be supervised by Airport staff. Only doors on the north side of the hangar shall be opened, and doors on the south side shall remain closed.

24. City shall possess adequate insurance and assume full liability for its activities.

II SUSPENSION OR TERMINATION

This Permit for non aviation-related activities may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee's activities on the Airport, by the Airport Manager. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the Airport Manager, it will immediately cease and suspend all their activities on the Airport.

Airport Manager agrees to cooperate with Permittee in its efforts to remedy or to address the violation cited in the notice of suspension. If and when such violation has been addressed to the

satisfaction of the Airport Manager, a written notice of Permit reinstatement shall be given to Permittee.

This Permit may be terminated by action of the Airport Manager.

**III NON-TRANSFERABILITY, NO EXCLUSIVE RIGHT, NO RIGHT TO LEASE,
NO LONG-TERM USE CONTEMPLATED BY THE PARTIES**

This Permit is non-transferable.

This Permit shall not be construed or interpreted as an “exclusive right” within the provisions of section 308a of the FAA Act of 1958, as amended.

This Permit is not and may not be construed as a lease of any City property, nor does it convey any right to such a lease.

In the event of a request or action by the FAA to cease or terminate the activities as set forth in this Special Activity Permit, such permit shall become immediately null and void without requirement of any further action by the City Council.

IV AUTHORITY

The individuals executing this Airport Special Activity Permit on behalf of the City of Marina and Marina Recreation & Cultural Services Department represent and warrant that he or she is duly authorized to execute and deliver this permit on behalf of said entity and that this Permit is binding upon said entity in accordance with its terms.

THIS CERTIFICATE IS TO NOTIFY requester Marina Recreation & Cultural Services Department that the above described Conditional Airport Special Activity Permit was approved by the City Council/Airport Commission of the City of Marina.

Dated: January ____, 2015

Marina, California

APPROVED

Layne Long
City Manager/Airport Manager

ACKNOWLEDGED

Christi di Iorio
Community Development Director

ACKNOWLEDGED

Jeff Crechriou
Airport Services Manager

Approved as to form:

City Attorney
City of Marina

ACCEPTED

The individual(s) executing this Conditional Airport Special Activity Permit on behalf of the Marina Recreation & Cultural Services Department represent and warrant that he or she is executing and delivering this Conditional Airport Special Activity Permit on behalf of Marina Recreation & Cultural Services Department and that Conditional Airport Special Activity Permit is accepted by Marina Recreation & Cultural Services Department in accordance with its terms.

I HAVE READ, UNDERSTAND AND ACKNOWLEDGE AND AGREE TO THE CONDITIONS SET FORTH IN THIS PERMIT:

Dated: _____, 2015.

Terry Siegrist, Director
Marina Recreation & Cultural Services Department

ATTACHMENTS

- EXHIBIT A SITE PLAN
- EXHIBIT B ACCESS ROUTE & DESIGNATED PARKING AREAS
- EXHIBIT C FAA ASSURANCES

EXHIBIT B



Map prepared by Justin Meek (1/13/2015) | S:\GIS\Clean GIS Files\MXDs\Airport\Giants Special Event at Airport.mxd

EXHIBIT B Access Routes and Designated Parking Areas

EXHIBIT C
FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Marina shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event

of such non-compliance the City of Marina shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Marina or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Marina reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Marina reserves the right, but shall not be obligated to the Permittee 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 Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Marina and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Marina, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Marina Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the

expense of the Permittee.

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

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

January 15, 2015

Item No. **8f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 21, 2014

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2015-, APPROVING A CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT FOR A CITY-SPONSORED EVENT HOSTED ON SATURDAY, FEBRUARY 21, 2015, BY THE MARINA RECREATION & CULTURAL SERVICES DEPARTMENT FOR TEMPORARY USE OF AIRPORT FACILITIES, INCLUDING HANGAR 510 AND PARKING AREAS, AT THE MARINA MUNICIPAL AIRPORT FOR A SCHEDULED NON-AVIATION EVENT AND RELATED ACTIVITIES; AND AUTHORIZING CITY MANAGER TO EXECUTE THE CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT ON BEHALF OF CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

REQUEST:

It is requested that the City Council:

1. City Council consideration of Resolution No. 2015- , approving a Conditional Airport Special Activity Permit for a City-sponsored event hosted on Saturday, February 21, 2015, by the Marina Recreation & Cultural Services Department for temporary use of Airport facilities, including Hangar 510 and parking areas, at the Marina Municipal Airport for a scheduled non-aviation event and related activities; and
2. Authorize City Manager to execute the Conditional Airport Special Activity Permit on behalf of City, subject to final review and approval by the City Attorney.

BACKGROUND:

On December 19, 2014, the Marina Recreation & Cultural Services Department, on behalf of the San Francisco Giants, requested use of Hangar 510 at 3240 Imjin Road and designated parking areas at the Marina Municipal Airport for the “2015 San Francisco Giants World Championship Trophy Tour,” an event to share the 2010, 2012 and 2014 trophies with boys and girls participating in the Junior Giants program and Giants fans in the community.

On January 12, 2015, City of Marina staff including representatives from the Recreation & Cultural Services Department, Police Department, Fire Department, Airport Services Division, Building Services Division, Planning Services Division and Public Works Division met at Hangar 510 to discuss event logistics, such as layout design, security, staffing, vehicle parking and pedestrian circulation.

The Marina Municipal Airport property was transferred to the City of Marina by quitclaim deed to be used for public airport purposes (County of Monterey County, Office of Recorder, Salinas, California, Reel 3272, page 696, filed September 6, 1995, document no. 47266). According to section C of the deed, no property shall be used for other than airport purposes without the written consent of the Federal Aviation Administration (FAA) which consent shall be granted only if the FAA determines that the property can be used for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the airport. In addition, pursuant to section G, the City will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the FAA, the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport, and will not permit any activity thereon which would interfere with its use for airport purposes.

The FAA is vested with jurisdiction over monitoring and enforcing grant agreements, including grant agreements from the Airport Improvement Program (AIP). As a condition of receiving AIP funds, the City is obligated to comply with 39 grant assurances, which provide a means for the federal government to ensure that public use airports are developed, operated, and maintained in a safe, secure, efficient, compatible, and compliant manner.

The FAA Compliance Manual (Order 5190.6B) provides guidance for FAA personnel in interpreting and administering the various continuing commitments airport owners make to the United States as a condition for the grant of federal funds or the conveyance of federal property for airport purposes.

On January 6, 2015, the FAA was notified of the opportunity for the City of Marina to host the “2015 San Francisco Giants World Championship Trophy Tour” at the Airport.

The Airport facilities are dedicated for aviation use in the approved Airport Layout Plan (ALP) Map and zoned Aviation-Related (A-1) Airport Zoning District.

UC MBEST representatives have agreed to allow parking for event participants on their property in front of the Flight Simulator Building at the southwest corner of Imjin Road and Neeson Road.

Fees would not be charged for use of Airport or UC facilities.

ANALYSIS:

The proposed temporary, non-aviation activities by Marina Recreation & Cultural Services Department involves a one-time City-sponsored event for the “2015 San Francisco Giants World Championship Trophy Tour.” This community-benefit event would occur on Saturday, February 21, 2015, from 11 AM to 1 PM. The event would be located inside Hangar 510, but not beyond Airport fencing on apron or taxiway areas. In partnership with their Junior Giants Leagues, the Giants would offer public viewing opportunities in the 2010, 2012 and 2014 World Championship trophies. Event activities include the chance to have one’s photograph taken with the trophies. The event is open to the public. Approximately 1,000 participants are anticipated to attend the Event. All setup and teardown activities for the event would occur immediately before and after the event on Saturday, February 21, 2015. Designated parking areas and vehicular and pedestrian ingress/egress routes are included in the proposed Conditional Airport Special Activity Permit.

The proposed Conditional Airport Special Activity Permit (“**EXHIBIT A**”) is based on other City Council-approved Conditional Airport Special Activity and Use Permits for temporary, non-aviation uses of Airport facilities. As such, the Marina Recreation & Cultural Services Department shall be responsible for all permits, sanitary facilities, safety, medical personnel, and coordination of all safety issues with the Marina Municipal Airport, Community Development Department (Planning, Building, Public Works), Police Department and Fire Department.

The City’s Human Resources and Risk Management Department has consulted with the Monterey Bay Area Self Insurance Authority (MBASIA), which provides risk sharing services to municipalities in the region, and has received assurances that the proposed City-sponsored event will be covered by the liability coverage provided by MBASIA.

The approval of a temporary non-aviation use would not conflict with the primary General Plan policies encouraging economic opportunities and development at the Marina Municipal Airport. General Plan Policy 2.4 (14) is met in that the proposed Permit provides temporary opportunities for non-aviation uses and exposure of the public to the Airport and aviation-related activities. As such staff finds that this project is consistent with the Marina General Plan.

City staff has determined that the findings for approval of a Conditional Airport Special Activity Permit can be made, in that the proposed project as conditioned will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

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Senior Planner
City of Marina

REVIEWED/CONCUR:

Christine di Iorio, AICP
Community Development Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina