RESOLUTION NO. 2015-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A CONDITIONAL AIRPORT USE PERMIT FOR SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM TO CONDUCT NON-AVIATION RELATED PUBLIC SAFETY CADET AND OFFICER AUTOMOBILE TRAINING ACTIVITIES ON SOUTH TARMAC AT MARINA MUNICIPAL AIRPORT AND AUTHORIZING CITY MANAGER TO EXECUTE THE CONDITIONAL AIRPORT USE PERMIT ON BEHALF OF CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, South Bay Regional Public Safety Training Consortium, a joint powers agency, has utilized the south tarmac at the Marina Municipal Airport in the past; and

WHEREAS, South Bay Regional Public Safety Training Consortium (South Bay) is an organization that provides public safety training to approximately 2,700 full-time equivalent students each year, including professionals from more than seventy (70) city and county agencies, and is the certified police academy (for entry level police officers) for the San Francisco Bay area. South Bay certifies training in law enforcement, fire service, corrections, dispatch, probation, and other public safety areas; and

WHEREAS, the area used for the South Bay training is the south tarmac of the Marina Municipal Airport, which is planned for aviation development in the 2008 Airport Layout Plan Map and is zoned Airport District (A-1); and

WHEREAS, since 2012 , the FAA has made requests via the following letters of the City to discontinue and relocate the non-aeronautical (non-aviation) motorsport activities at the north and south tarmacs because the activities are considered contrary to the use of Airport infrastructure and do not advance the public's investment in civil aviation:

- February 13, 2013 ("**EXHIBIT A**")
- June 14, 2013 ("**EXHIBIT B**")

In these letters and in oral communications regarding motorsport activities conducted at the Marina Municipal Airport, the FAA had not disapproved of the use of the south tarmac by South Bay nor had they requested the relocation of their activities to a different on- or off-airport location; and

WHEREAS, the City recognizes motorsports activities and public safety training positively, supports their use within the City and values the contribution these activities and organizations provide to the community and region; and

WHEREAS, at the regular meeting on November 19, 2013, the Marina City Council adopted Resolution No. 2013-171, approving a Conditional Airport Use Permit for a two-year period. On January 16, 2014, the FAA required as a condition precedent that the term of the Permit be reduced to a one-year period expiring on December 31, 2014; and

WHEREAS, at the regular meeting of December 2, 2014, the City Council adopted Resolution No. 2014-125, approving a Conditional Airport Use Permit for South Bay Regional Public Safety Training Consortium to conduct non-aviation related public safety cadet and officer automobile training activities on the south tarmac at the Marina Municipal Airport. FAA approved the Conditional Airport Use Permits for one year expiring on December 31, 2015; and

WHEREAS, in a letter dated January 6, 2015, the FAA, in approving the Conditional Use Permit for 2015 Activity, determined that the City provide a corrective action plan to discontinue the non-aeronautical (motorsport) activities by the year ending (December 31, 2015) which included the public safety automobile training activities of South Bay ("**EXHIBIT C**"); and

WHEREAS, on May 16, 2015, airport staff submitted the FAA required Corrective Action Plan regarding non-aeronautical (motorsport) use of the south and north tarmac areas ("**EXHIBIT D**"); and

WHEREAS, the Corrective Action Plan:

- Acknowledges FAA's ongoing requests to discontinue and relocate the motorsport non-aeronautical activities.
- Affirms the commitment to transition the south and north tarmac areas to aviation use with future demand by aeronautical users.
- Details the efforts and progress of the motorsport users to identify alternate off airport locations for their respective activities beyond December 31, 2015.
- Provides reasoning for and requests FAA consideration of a three (3) year extension for non-aeronautical (non-aviation) motorsport activities at the north and south tarmacs.; and

WHEREAS, since submittal of the Corrective Action Plan to FAA, airport staff has continued dialog with FAA regarding a response. At the September 2015 Association of California Airports conference, the Airport Services Manager met with the FAA San Francisco recently appointed Airport District Office Manager and the Acting District Office Manager who wrote the January 6, 2015 FAA letter to discuss the Corrective Action Plan and request for consideration of a three year extension for non-aeronautical use of the south and north tarmacs. Based on this meeting, FAA indicated that consideration of a three year extension would be reasonable but there needed to be further follow up internally within FAA before an official determination would be provided; and

WHEREAS, in anticipation of a positive determination by FAA for a three (3) year extension for non-aeronautical (motorsport) use of the south and north tarmacs, the proposed Conditional Airport Use Permit for South Bay is being presented for City Council consideration ("**EXHIBIT E**"); and

WHEREAS, the Conditional Airport Use Permit allows for South Bay's use of the south tarmac for the period of January 1, 2016 through December 31, 2016 subject to the condition precedent for FAA approval prior to schedule of events for 2016. The per day fee for South Bay's use of the south tarmac is proposed as $600 per day which is consistent with the fee paid for 2015 activity; and

WHEREAS, all other aspects of the Conditional Airport Use Permit for South Bay remain similar to the 2014 City Council-approved Conditional Airport Use Permit and other tarmac users' permits. For the events, South Bay will be responsible for all permits, sanitary facilities, safety, medical personnel, and coordination of all safety issues with the Marina Municipal Airport, Police Department and Fire Department; and

WHEREAS, City staff has determined that the findings for approval of a Conditional Airport Use 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; and

WHEREAS, revenue for the one (1) year period of the Conditional Airport Use Permit will be recorded in the Airport Enterprise Fund, Lic & Permits, Account No. 555.000.000.5200.010; and

WHEREAS, the Conditional Airport Use Permit is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (Class 1 – operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses).

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

1. Approve a Conditional Airport Use Permit for South Bay Regional Public Safety Training Consortium to conduct non-aviation related public safety cadet and officer automobile training activities on south tarmac at the Marina Municipal Airport; and
2. Authorize the City Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of December 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

EXHIBIT A

U.S Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division
San Francisco ADO
1000 Marina Blvd., Suite 220
Brisbane, CA 94005

February 13, 2013

Douglas A. Yount
Interim City Manager
211 Hillcrest Avenue
Marina, CA 93933

Dear Mr. Yount:

Review of Marina Auto-Cross Racing Activity
South Ramp, Marina Municipal Airport

The Federal Aviation Administration (FAA) has received and reviewed the plans as requested from our January 23, 2013, site visit to the Marina Motorsports (Motorsports). Our site visit was to obtain information and evaluate Motorsports use of the South Tarmac area at the Marina Municipal Airport (Airport) in the City of Marina (City) for auto-cross racing and non-aeronautical uses. The 2013 conditional use permit for the use of the South Tarmac, if approved, will allow the temporary use of aeronautical designated land for non-aeronautical revenue purposes. Motorsports will be able to continue to conduct motorized vehicle racing and operate automotive related events and activities for a fee of $500.00 per day of the events in 2013.

We have reviewed the Motorsports auto-cross racing activities, operations, and automotive related events at the South Tarmac. We feel that issues regarding safety, crowd control, proximity to Taxiway "A", and the lack of Airport staff to oversee the events during a Motorsports auto-crossing racing event will negatively impact the safety and efficient operations of the Airport. We find that the use of the South Tarmac for non-aeronautical purposes such as auto-cross racing and related events does not meet the sponsor grant assurances and also does not comply with the provisions in the Quitclaim Deed for Surplus Airport Property (conveyance deed). These activities are not an appropriate use of the South Tarmac. For more details on the grant assurances, the utility of the federally obligated airport land, and FAA's determination of similar events at the North Tarmac, please refer to the FAA Letter to Marina, dated August 16, 2012, regarding FAA's, *Review of Monterey Bay Karters Use Permit*.

In accepting the surplus property from the United States Army on June 9, 1995, the City has agreed to comply with the provisions in the land conveyance deed to use the land for airport purposes for the use and benefit of the public, and that this property will be maintained at all times in a safe and serviceable condition. The use of the South Tarmac

for non-airport purposes is contrary to these provisions. We have determined that Motorsports should no longer continue its auto-cross racing operations at the South Tarmac area of the Airport. We understand that these types of non-aeronautical activities occurred on the Airport for over 15 years; however, there are no records to indicate that the FAA had ever approved the use of this part of the airport land for auto-cross racing or motor racing related events. The non-aeronautical activity is not indicated on the Airport Layout Plan. Therefore, the FAA does not support the City to approve Motorsport's permit to continue its operations at the South Tarmac after the 2013 season of events is completed. Although the FAA does not support the auto-cross racing activities and related racing events, we do not object to the temporary use of the South Tarmac for this type of events in 2013 to allow the Motorsports company sufficient time to find another location to run its activity.

Recommended Safety Precautions for Auto-Cross and related racing events

We have reviewed the information obtained during our site visit and discussion with the Motorsports representatives on January 23, 2013. For these events to take place in 2013, in addition to the controls as implemented in past events, we recommend putting temporary 6-foot fences 60 feet from the western edge of the South Tarmac running parallel to Taxiway "A" to the north edge of the road north of the tarmac. Additional fencing should be placed at the end of the "tarmac fence" to run across the length of the tarmac. These fences should be put in place for each event and taken out after each event. Three monitors should also be assigned at areas without fencing for control purposes. A diagram on the recommended fencing and monitors are attached for clarity.

Recommended Safety Precaution for Swap Meet Event

The Motorsports representatives also described about the automotive swap meet event that occurs at the South Tarmac area once or twice a year. The representatives described that hundreds of visitors and participants visit the South Tarmac area to be involved in the swap meet as well as for community gatherings. Although security and safety controls will be put in place by the event organizers, we are concern that a number of the visiting public will wander into Taxiway "A" and into the northern part of the active Airport. The Airport should be kept sterile, meaning no unauthorized person or vehicles entering the operational area of the Airport. When the automotive swap meet event occurs, we recommend the same type and placement of fencing to protect the wandering public and Airport users from accidents. In addition for this type of non-aeronautical event to take place, a partial closure of the Airport involving the South Tarmac and Southern portion of Taxiway "A" is highly recommended. For temporary and partial Airport closures, the sponsor must submit a letter requesting FAA approval at least 60 days to 90 days prior to the event. The request must include assurances that:

- Adequate facilities will remain open to air traffic;
- NOTAMS will be issued in advance;
- The closed portion of the Airport will be properly marked;
- The sponsor will notify the Flight Standard District Office in advance;
- Remove all markings and repair any damages within 24 hours;

- The sponsor will coordinate the closure with all local Airport users;
- There will be no obstruction to air navigation; and
- The sponsor will be reimbursed for all expenses incurred.

The FAA is requesting the City to discontinue the auto-cross racing and related automobile racing events at the South Tarmac area as described above. This is to ensure that airport safety and efficiency are maintained in order to comply with the grant assurances and the covenants in the land conveyance deed. Violation of the grant assurances may negatively impact FAA's future grant funding for airport improvement projects. The FAA recommendations as described in this letter should be followed in order to temporarily permit the non-aeronautical business to complete its racing events for the 2013 season and to accommodate the annual swap meet event. These types of non-aeronautical activities should not be occurring on the Airport that is obligated for aeronautical purposes.

Please contact me at (650) 827-7601, or Mr. Robert Y. Lee, Airports Compliance Specialist, at (650) 827-7629 if you have any further questions.

Sincerely,

for Robin K. Hunt
Manager, San Francisco Airports District Office

cc: Christine de Iorio, Community Director; Justin Meek, Senior Planner, Marina Motorsports

Attachment

N

Safety Guards/Monitors

6 Foot Height Fence

Attachment

EXHIBIT B

U.S. Department
of Transportation
**Federal Aviation
Administration**

San Francisco Airports District Office
1000 Marina Boulevard, Suite 220
Brisbane, California 94005-1835

June 14, 2013

Mr. Layne Long
City Manager
211 Hillcrest Avenue
Marina, CA 93933

Use of South and North Tarmac Areas
Marina Municipal Airport

Dear Mr. Long:

As requested from an April 11, 2013 e-mail from the City of Marina (City), this letter is in response to our discussion with Mayor Bruce Delgado and representatives from the City, Marina Motorsports, and the Monterey Bay Karters regarding their March 7, 2013, visit to the Federal Aviation Administration (FAA) San Francisco Airports District Office (SFO ADO). As discussed in the meeting, the representatives requested FAA's approval for new fencing configurations as depicted in the diagrams (see Enclosure) and allowing for the fencing to remain set up during certain conditions regarding the go-kart and autocross racing activities that are occurring at the Marina Municipal Airport. We did not object to Marina Motorsports' suggested fencing configurations and also did not object to the temporary fencing[1] to remain set up when events take place on successive weekends. However, any fencing that remains set up during the successive weekends must be taken down and properly stored upon an aeronautical users request and need to use that area.

Specifically, we do not object to Marina Motorsports requests to:

- Install a temporary fence along Taxiway A up to the temporary fence installed by Monterey Bay Karters. (This fence would be set back 60 feet from Taxiway A);
- Allow the temporary fencing to remain in place when their events occur on successive weekends;
- Extend the temporary fencing along Taxiway A to connect with Karters's required event fencing;
- To remove the previously FAA recommended fencing parallel to the north end of the south tarmac; and
- Provide an opening in the fence, utilizing a gate, to allow Skydive to access the Interim Drop Zones required by the FAA for Monterey Bay Karters' operations.

During the meeting, Marina Motorsports representatives inquired if an FAA process exists to determine whether non-aviation uses of airport land after about 17 years of temporary use is a permanent use of airport land as in the case of Monterey Bay Karters and Marina

[1] FAA determined that the required height of the fence should be a minimum of 6 feet.

Motorsports. And if the temporary uses of the tarmacs for 17 years are determined to be permanent, what is the process to reclassify the tarmacs for permanent non-aviation use so that the racing and go-kart activities can remain at the airport?

The FAA may approve the use of land designated as airport or aviation use for short term non-aeronautical revenue generation purposes; such as for farming and storage, generally if that land is fallow, not improved, and not being use for airport purposes. The interim use of the non-aeronautic activities represents a temporary arrangement subject to renewal if it remains justified and subject to revocation when it is no longer justified. Any use of the property that is incompatible or interferes with the safe and efficient use of the airport will be prohibited and cause for termination of the agreement. This is usually the terms of an interim agreement when it is approved. The use of improved airport infrastructure for non-aeronautical purposes is not appropriate on a long-term or permanent basis. The airport was improved to serve aviation. The public investment in the airport was not meant to allow a non-aeronautical enterprise to forego the investments in necessary infrastructure. If airport infrastructure is replaced by non-aeronautical uses, it will indefinitely prevent its use for aeronautical activities.

As previously conveyed to the City, we could not find any records indicating that the go-kart or racing activities were ever approved by the FAA. FAA determination letters from the SFO ADO, dated August 16, 2012, and another dated February 13, 2013, to the City conveyed that Monterey Bay Karters' and Marina Motorsports' respective use of the north tarmac and south tarmac are not appropriate uses of airport infrastructure and not compatible with airport operations. Airport tarmacs (or aprons), runways, taxiways, and taxi lanes are improved parts of the airport for aviation use and are not intended for go-kart and automobile racing activities. Under the present circumstances, the question regarding a process for these structures to change from an interim or temporary use to a permanent use for non-aeronautical purposes is not applicable when the FAA has concluded that the go-kart and automobile racing activities are inappropriate uses of airport infrastructure. The land where the tarmacs are situated are specifically designed and improved for aviation purposes. As a result, the FAA has requested the City to discontinue the go-kart and racing activities once the permits for these activities expire.

Additionally, when non-aeronautical use of airport land or facilities is allowed, the law and grant assurances require that rental rates are based on fair market value (FMV). If the non-aeronautical use will not generate FMV rental revenue, then the non-aeronautical use is not justified and is not in compliance with federal requirements. In this circumstance, the non-aeronautical use should not be allowed, even temporarily.

The FAA request to the City of Marina to discontinue these activities is also warranted for the City to comply with Sponsor Grant Assurance 29a and 29b. Grant Assurance 29 (see below) was recently revised to reflect Public Law 112-95, the FAA Modernization And Reform Act of 2012.

a. *... The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.*

b. *If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.*

Consistent with our previous meetings and discussions with the City regarding Monterey Bay Karters and Marina Motorsports, we have worked with the City to allow these businesses the necessary time to discontinue their activities and to relocate them away from the operational area of the airport. We understand that Monterey Bay Karters is in discussion with an adjacent land owner for a new site for the go-kart activities. We are looking forward to Marina Motorsports identifying a similar opportunity. We appreciate the City's cooperation with the FAA's request on correcting these incompatible uses of airport land and its effort in protecting the public's investment of the airport.

We close by suggesting that the airport does have fallow land north of the runway that could be converted to non-aeronautical use because it is undeveloped and not presently designated for aeronautical use.

Sincerely,

Robin K. Hunt

Robin K. Hunt, Manager
San Francisco Airports District Office

Enclosure

cc:
Honorable Bruce Delgado, Mayor of the City of Marina
Antony Garcia, AWP-601
Christine di Iorio, Community Development Director
Justin Meek, Senior City Planner
Monterey Bay Karters
Marina Motorsports

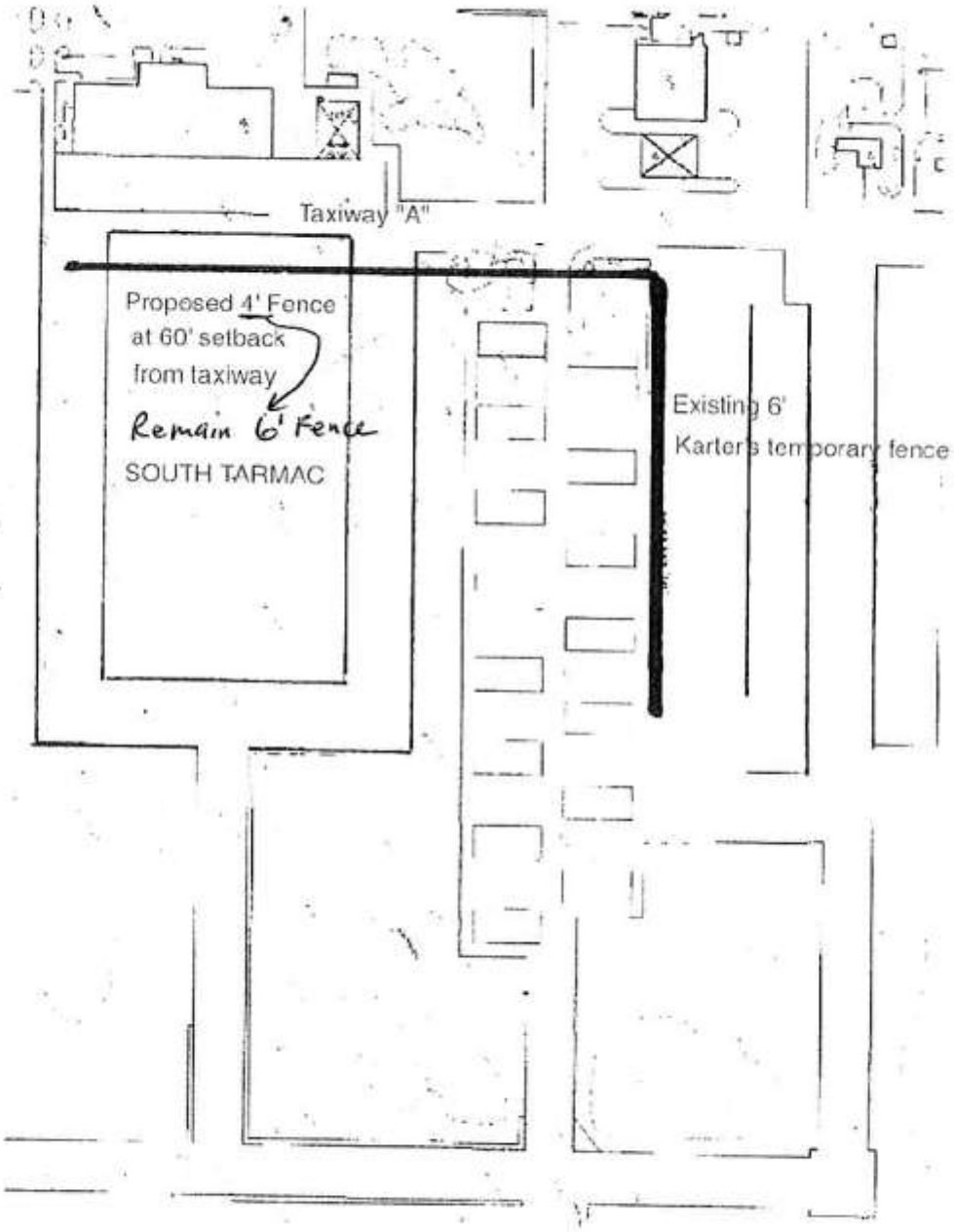

Taxiway "A"
Proposed 4' Fence
at 60' setback
from taxiway
Remain 6' Fence
SOUTH TARMAC
Existing 6'
Karter's temporary fence

EXHIBIT C

U.S. Department of Transportation
Federal Aviation Administration

Western-Pacific Region
San Francisco Airports District Office

1000 Marina Boulevard, Suite 220
Brisbane, CA 94005-1835

January 6, 2015

Ms. Christine di Iorio, AICP
Community Development Director
211 Hillcrest Avenue
Marina, CA 93933

Non-Aeronautical Use of South and North Tarmac Area
Marina Municipal Airport

Dear Ms. di Iorio:

The San Francisco Airports District Office has received your notification letters, on December 15, 2014, regarding the City of Marina's (City) approval of the conditional permits for Monterey Bay Karters' use of the North Tarmac area and Marina Motorsports and the South Bay Regional Public Safety Training Consortium's use of the South Tarmac area at the Marina Municipal Airport (Airport). The conditional permits will allow these organizations the use of the tarmac areas for non-aeronautical motorized vehicle racing or training purposes for the year 2015.

As you know, we have made several requests since 2012 to the City to discontinue and relocate the non-aeronautical activities at the North and South Tarmacs because they are contrary to the use of Airport infrastructure and do not advance the public's investment in civil aviation. From that perspective, we have reviewed the conditional permits and the Federal Aviation Administration (FAA) past correspondences on these non-aeronautical activities at the Airport. From our review of the information provided, the FAA does not object to the City's approval of the conditional permits for the year 2015 on the condition that the City, as the owner and sponsor of the Airport, enforces the provisions as listed in the permits and continues to adhere to the applicable instructions described in FAA's past guidance as attached in your December 9, 2014 notifications. In addition, the City must provide FAA by April 30, 2015, a corrective action plan to discontinue the non-aeronautical activities by the year ending 2015.

The plan must resolve the non-aeronautical use of Airport infrastructure including auto racing, testing, and speed driving of motorized vehicles, and similar non-aeronautical uses of the tarmacs. The corrective action plan must also demonstrate the Airport sponsor's commitment to a long-range solution to comply with the grant assurances on aviation-use and with the provisions of the 1995 land conveyance deed to operate Airport property for airport purposes. Additionally, every 3 months subsequent to April 30, 2015, the City must provide progress reports to our office on implementing the corrective action(s) in resolving the non-aeronautical use of Airport infrastructure.

The City must enforce the conditional permits to protect aviation activity and preserve aviation infrastructure, including the pavement of the north and south tarmacs, which are to be returned to aeronautical use at the end of 2015. As the City develops and implements its plan to return the tarmacs to aeronautical-uses, it should take care to assess the costs of pavement damage to the non-aeronautical users.

We appreciate the City's cooperation with the FAA to resolve the incompatible land use of the Marina Municipal Airport and commitment to abide by the grant assurances. However, non-compliance with the grant assurances may negatively impact future grant funding for airport improvement projects.

If you or the Airport staff need further assistance, please contact me at (650) 827-7601or Robert Lee, Airports Compliance Specialist at (650) 827-7629.

Sincerely,

David F. Cushing,
Acting Manager

cc:
Honorable Bruce Delgado, Mayor of the City of Marina
Mr. Layne Long, City Manager

EXHIBIT D

CITY OF MARINA
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; 831-384-9148 Fax
www.ci.marina.ca.us

May 16, 2015

Maverick Douglas, Acting Manager
San Francisco Airports District Office
Federal Aviation Administration
1000 Marina Blvd., Suite 220
Brisbane, CA 94005

Subject: **Corrective Action Plan**
Non-Aeronautical Use of South and North Tarmac Area, Marina Municipal Airport

Dear Mr. Douglas:

The City is in receipt of the January 6, 2015, FAA correspondence regarding the specific non-aeronautical use of the south and north tarmac and request for a corrective action plan. We acknowledge both the FAA's ongoing requests to discontinue and relocate these non-aeronautical uses, and also acknowledge the actual continued non-aeronautical use of the facility by Monterey Bay Karters, Marina Motorsports, and the South Bay Regional Public Safety Training Consortium.

The City of Marina remains committed to relocating these uses off of the north and south tarmacs and transitioning the use of the north and south tarmacs to aviation use with future demand by aeronautical users. Currently, the Airport Conditional Use Permits with these three entities culminate in December, 2015. The City continues to monitor the relocation progress by all three users through ongoing communication. To that end, we remain informed of their respective efforts toward exploring alternative sites.

User Progress

Since May, 2013, Monterey Bay Karters has engaged in efforts to relocate to the Laguna Seca Raceway/Recreational Area which is run by the Monterey County Parks Department. Their efforts include meeting with Monterey County District 4 Supervisor Dave Potter, former Monterey County Parks Director Mike Ferry and Congressman Sam Farr's office. Their efforts are active and ongoing.

Since December 2013, Marina Motorsports has opened discussions to relocate with the Monterey County Parks Department, California State University of Monterey Bay (CSUMB), Veterans Transition Center and the exploration of a site south of Salinas, California. Their discussions are in the early stages and remain active and ongoing.

Since June, 2014, South Bay Regional Public Safety Training Consortium has opened discussions to hold EVOC training with the Alameda County Sheriff's training center, Google at Moffet Airfield and

Crows Landing, California. They have also engaged the City of Hollister for a permanent training site on property adjacent to the Hollister Airport. Their discussions remain active and ongoing.

City of Marina/Airport

The Marina City Council views the activities of these three groups as positive and beneficial to both the airport and to the community. The council has expressed its strong desire to relocate these organizations to an alternate location within the city limits. To that end, the non-aviation revenue support area on the north side of the Airport is a most logical location for a joint-use motorsport recreational facility and was cited by FAA in previous communications to the Airport regarding the three entities.

The immediate challenge related to such a development on the north side is the completion of the ongoing Master Plan Update and accompanying Airport Layout Plan. Further challenges include:

- Funding a north side access road and fire protection improvements
- Funding the design and construction of the actual joint-use facility
- Timeline that is longer than what could be considered either preferred or optimal relative to planning, permitting, and construction of the joint-use facility.

In addition, at present and throughout the tenure of Marina's ownership of the airport, the list of aviation related entities and organizations wanting to operate on the north and south tarmacs remains empty.

These two realities lead the City of Marina to request a reconsideration of the response time identified in the January 6th letter. The City proposes a three year extension of the timeline to discontinue the non-aeronautical activities until year ending 2018, to support the city's continuing work with these entities to find a proper alternate site for ongoing operations. As the revenue from these operations represent approximately 10% of the airports annual income (used to maintain pavements and facilities, airfield security, and grant match), continuing extension will allow the airport further opportunity to either facilitate their relocation to the north side, secure an acceptable alternate use for the tarmac area, or both.

The City remains engaged with these three entities, and we remain focused on and committed to finding an acceptable alternative to their current location of operation. Your understanding and consideration in granting a three year extension in the timeline for discontinued use at the present site is very much appreciated.

Respectfully submitted by,

Jeff Crechriou
Airport Services Manager
City of Marina

Cc:

Bruce Delgado, Mayor of the City of Marina
Layne Long, City Manager

EXHIBIT E

MARINA MUNICIPAL AIRPORT
CONDITIONAL AIRPORT USE PERMIT
FOR THE USE OF THE SOUTH TARMAC BY
SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM

THIS IS TO CERTIFY THAT, the City of Marina City Council at a regular meeting held on December 15, 2015, considered the following request. The City Council at that meeting then approved this Conditional Airport Use Permit ("Permit) for the use of the south tarmac at the Marina Municipal Airport ("Airport") 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 Mr. Michael Lombardo, on behalf of **SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM**, a joint powers agency formed between eight California community colleges to provide law enforcement and related training, and any other entities under which the business shall do business as ("Permittee") for permission to use the south tarmac at the Airport for motorized vehicle racing and related events. Permittee has previously operated automotive-related public safety training activities and utilized the south tarmac. The Permit shall go into effect on January 1, 2016, and remain in effect for a twelve (12) month period ending on December 31, 2016.

BACKGROUND:

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 of 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:

The City Council finds that, under strict conditions of approval:

1. Permittee's automotive-related activities and Permittee's use of the south tarmac 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 automotive-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 automotive-related activities, if conducted in accordance with the Conditions of this Permit, will be consistent with the California Environmental Quality Act Statutes and Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City of Marina. 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 automotive-related activities and the use of the south tarmac will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.

5. Reasonable time periods can be and are herein designated for Permittee's automotive-related and related activities.

6. The charge established for the proposed use of the south tarmac is reasonable.

7. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. Any previous editions of these forms shall be modified to indicate the business name of the Permittee: South Bay Regional Public Safety Training Consortium.

8. Pursuant to Government Code Part 2, the City is immune from any liability to its entity and employees resulting from the proposed use because motorized vehicle racing and automotive-related training is a hazardous activity and the insurance requirements set forth in this Permit are appropriate for this use. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

TERM OF PERMIT:

Twelve months, **January 1, 2016 through December 31, 2016**.

CHARGE:

The Permittee shall pay to the City a charge for the use of the south tarmac in the amount of $600.00 per day in advance. The "days" include the days of activities and events, as well as any set up and breakdown days. This amount shall be paid for those days of use at the time Permittee informs the Airport Manager as to the days Permittee wishes to use the south tarmac. If, after payment, days are cancelled by Permittee, no refund or credit will be provided by the City.

Payment shall be made to the "City of Marina", 781 Neeson Road, Marina, California 93933, Attention: Airport Services Manager.

BUSINESS LICENSE:

Permittee shall obtain and keep current a business license issued by the City's Finance Department. Permit does not go into effect until the business license is obtained.

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 shall be deemed sufficient cause for the suspension or termination of the Permit. Such suspension of the Permit shall be by the Community Development Director.

I. Operational.

A. Permittee's automotive-related activities shall be confined to the south tarmac, as designated by the City and shown in "**Exhibit A**." Permittee, by its acceptance of this Permit, acknowledges and understands the area to be used on the south tarmac, as established by the City, is a temporary designation and that this Permit does not contain, and may not be construed to convey, any vested right in Permittee to use another area of the Airport in connection with Permittee's activities. The south tarmac is to be maintained by Permittee to Airport standards, and at all times free of any structures, vehicles (except for the training vehicles and other related vehicles), debris, trash, fencing, etc. Prior to conducting any operations, Permittee must examine the condition of the south tarmac to determine if it is in a safe condition to use. Permittee shall at all times cooperate and coordinate with the City prior to and in the possible maintenance of the south tarmac.

B. Prior to conducting any activities on the south tarmac, Permittee shall provide and receive approval of a written schedule of its activity dates to the Airport Services Manager and shall keep the Airport Services Manager fully informed on a timely basis by providing prior written notice concerning any and all changes concerning usage dates. City will attempt to accommodate Permittee's requested usage dates for activities but reserves the right to cancel, in advance and with prior written notice, or to modify the location for any event if necessary. The "usage dates" include the activity and event dates, as well as any set up and breakdown dates. Prior to the effective date of this Permit, Permittee shall provide to the Airport Services Manager a current list of names and contact information for principal persons who are responsible for the conduct of the activities and who should be contacted in the event of an emergency.

C. Permittee's automotive and related activities and operations shall be conducted only between the hours of 5:30 a.m. to 9:00 p.m., subject to wind and weather conditions as determined by the Airport Services Manager. Hours for other types of automotive-related events must be coordinated in advance with the Airport Services Manager. The City may require Permittee to temporarily cease its use of the south tarmac to accommodate other special activities permitted by the City at

the Airport. City will use its best efforts to notify Permittee within a reasonable time period prior to issuing such a requirement.

D. An accurate plan of the location of all events and related activities must be prepared by Permittee and approved in advance by the Airport Services Manager. This plan should include, but is not limited to: safety setbacks, crowd lines, parking areas for visitors and participants. All event activities shall be set back at least 60 feet from Taxiway A. A traffic management plan showing the Airport gate and route to be used for ingress and egress to the event site, and the location of directional signs, security fencing, and barricades, if needed, shall be submitted to the Airport Services Manager at least thirty (30) days before a scheduled event.

E. Traffic entering or leaving the south tarmac shall avoid crossing Taxiway A by accessing the site through the gate at Alpha Street and following the traffic route shown on "**Exhibit B**." Permittee shall provide personnel to control access to and from the south tarmac, as shown on "**Exhibit B**."

F. Set-up and break-down of equipment associated with any event may occur on the day of the event or on the day prior to and the day following an event. All equipment and materials must be removed from the tarmac areas used for an event by noon on the day following conclusion of an event and the site returned to its pre-event condition, unless other arrangements are approved in advance by the Airport Services Manager. Permittee is responsible to pay any maintenance or cleanup costs associated with the event.

G. Permittee is responsible for installing and securing any security fencing (6 feet height), traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. In the event security fencing is already in place, Permittee shall pay their fair share contribution to reimburse the party that has erected existing fencing. The fair share contribution shall be based on a per diem cost for the time Permittee uses the south tarmac.

H. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible unless potable water is required for reasons of health or safety.

I. 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 Permittee's activities on the site damages, for example, the tarmac due to a fuel spill and the tarmac softens or otherwise becomes unusable, Permittee shall be responsible for the cost of repairs to the damaged tarmac.

J. 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 Permitee's activities, the Airport Services Manager will so notify Permittee who will have an option to sweep debris from the site to the satisfaction of the Airport Services Manager or to request the City to sweep debris. In the event that City personnel are required to remove debris from the event site, a charge of $150.00 per hour with a two-hour minimum shall be assessed to Permittee and Permittee

shall pay said charge within seven calendar days of receiving the assessment from the City. All sweeping must be completed as soon as possible of the day following an event.

K. 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 5:00 p.m. of the day following any event. In the event that City personnel are required to remove garbage or refuse from the event site, a charge of $80.00 per hour with a two-hour minimum shall be assessed to Permittee, and Permittee shall pay said charge within seven calendar days of receiving the assessment from the City.

L. Adequate portable restrooms shall 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.

M. 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 automotive racing activity. Fire extinguishers fully charged and with tags affixed, shall be provided as required by the City's Fire Department. There shall be no open-air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.

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

O. Permittee by accepting this Permit acknowledges that it has received and shall abide by the rules and regulations set forth in the Airport Operating Ordinance (Marina Municipal Code Chapter 13.22), and with all other applicable federal and state statutory and decisional laws, County of Monterey and City of Marina ordinances, rules and regulations, and the requirements of any other duly authorized government agency.

P. Permittee must, within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or this Permit or requires medical attention, provide a written report of the incident to the Airport Services Manager using a form approved by the City as set forth in "**Exhibit C**."

Q. 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.

R. There shall be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the Airport Services Manager. 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 Manager.

S. Permittee shall be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport.

T. No persons shall possess or consume any alcoholic beverage or illegal drug in or around any areas of the tarmacs when Permittee's activities are taking place. No person employed by or providing services to Permittee shall posses, consume and/or have in their system any alcoholic beverage or illegal drug in or around any areas when Permittee's activities are taking place.

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

V. Permittee shall possess adequate insurance and assume full liability for its activities.

II. Release of Liability and Assumption of Risk Agreement, Insurance and Indemnification Required.

A. Release of Liability and Assumption of Risk Agreement. Each participant in motorized vehicle racing, autocross or other automotive-related activities as determined by the Airport Manager and any passenger shall, prior to such participation, sign a Release of Liability and Assumption of Risk Agreement ("Release"), a copy of which is attached hereto as "**Exhibit D**," and a copy of every such executed Release shall be provided to the Airport Manager upon request. All Releases shall be effective for a period of ONE CALENDAR YEAR ONLY. Each year a new Release must be obtained for all participants. Permittee must retain the original of all executed Releases in its files for a period of no less than three (3) years from their date of execution.

B. Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. Specifically, such insurance shall: (1) protect the City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non payment of premium; and (3) be primary with respect to City's insurance program. Permittee's insurance is not expected to respond to claims that may arise from the acts or omissions of the City. If Permittee uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage's shall be provided by Permittee and shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

C. Cancellation, Reduction, Change. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of $500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage City shall promptly notify Permittee.

D. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be no less than one million dollars per occurrence for all coverage's and one million dollars general aggregate. The City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers must be added as additional insured's using ISO additional insured endorsement form CG 20 1- 11 85 (in no event will the City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum $25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

E. Business Auto. Primary coverage must be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than one million dollars per accident. Starting and ending dates shall be concurrent. If Permittee owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

F. Workers' Compensation/Employers' Liability. Workers' Compensation and Employers' Liability insurance shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.

G. Indemnity. Permittee and City agree that City, its Airport, Council, boards and commissions, officers, employees, agents, and volunteers, should to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the activities permitted by this Permit (whether directly, indirectly or arising out of or connected in any way with the motorized vehicle racing, driver training, autocross or automotive-related activities provided for herein). Accordingly, the provisions of this

indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Permittee acknowledges that City would not grant this Permit in the absence of the commitment from Permittee to indemnify and protect City as set forth here.

To the full extent permitted by law, Permittee shall defend, indemnify and hold harmless City, its Airport, Council, boards and commissions, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the activities associated with this Permit. All obligations under this provision are to be paid by Permittee as they are incurred by the City.

Without affecting the rights of the City under any provision of law, this Permit or this section, Permittee shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement of the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Permittee is solely or partially at fault or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Permittee shall be all inclusive and City shall be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

<u>Permittee acknowledges that its obligation pursuant to this section extends to liability attributable to the City, if that liability is less than the Sole fault of City</u>. Permittee has no obligation under this Permit for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of the City.

The obligations of Permittee under this or any other provision of this Permit shall not be limited by the provisions of any workers' compensation act or similar act. Permittee expressly waives its statutory immunity under such statutes or laws as to City, its Airport Council, boards and commissions, officers, employees, agents, and volunteers.

Permittee agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor or any other person or entity involved by, for, with or on behalf of Permittee in the performance of the subject matter of this Permit. In the event Permittee fail to obtain such indemnity obligations from others as required here, Permittee agrees to be fully responsible according to the terms of this section.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights

hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Permittee and shall survive the termination of this Permit or this section.

H. Other Agreements. Permittee and City further agree as follows:

1. Insurance provisions supersede all other sections and provisions of this Permit to the extent that any other section or provision conflicts with or impairs the provisions of those sections.

2. Nothing contained in the insurance provisions is to be construed as affecting or altering the legal status of the parties to this Permit. The insurance requirements set forth in this Permit are intended to be separate and distinct from any other provision in this Permit and shall be interpreted as such.

3. All insurance coverage and limits provided pursuant to this Permit shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Permit or any other Permit relating to the City or its operations limits the application of such insurance coverage.

4. Requirements of specific coverage features or limits contained in the insurance provisions are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5. For purposes of insurance coverage only, this Permit shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Permit.

6. All general or auto liability insurance coverage provided pursuant to this Permit shall not prohibit Permittee, Permittee's employees, or agents from waiving the right of subrogation prior to a loss. Permittee hereby waives all rights of subrogation against the City.

7. Unless otherwise approved by City, Permittee's insurance shall be written by insurers authorized to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII."

8. In the event any policy of insurance required under this Permit does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Permittee.

9. Permittee agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverage's required and an additional endorsement to Permittee's

general liability and umbrella liability policies using ISO form CG 20 10 11 85 Certificate(s) are to reflect that the insurer shall provide 30 days notice of any cancellation of coverage. Permittee agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City upon request.

10. Permittee shall provide proof that policies of insurance required herein expiring during the term of this Permit have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished at least two weeks prior to the expiration of the coverage's.

11. Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Permit in no way waives any right or remedy of City or any additional insured, in this or any other regard.

12. Permittee agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insured's all parties to this Permit. Permittee agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Permittee agrees to require that no contract used by any subcontractor, or contracts Permittee enters into on behalf of City, shall reserve the right to charge back to City the cost of insurance required by this Permit. Failure of City to request copies of such contracts shall not impose any liability on City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.

13. If any of Permittee's dba entities are or should become lawfully constituted as a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured's.

14. Permittee agrees to provide immediate notice to City of any claim or loss against Permittee that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

III. Enforcement, Suspension, and Termination.

A. The conditions of this Permit may be enforced by any means and methods by which the City may secure compliance with the provisions of its Municipal Code. These include, but are not necessarily in order of or limited to the following: warning notices, administrative citations, civil or criminal enforcement or injunctive relief. Multiple enforcement remedies may be used to achieve compliance with respect to persons who commit continuing violations.

B. In lieu of or in conjunction with enforcement remedies, this Permit may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Immediate verbal notice of suspension, following within not more than 24-hours by 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 Services 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 Services Manager it will immediately cease and suspend its use of the south tarmac.

C. The Airport Services Manager agrees to cooperate with Permittee in its efforts to remedy or to address a cited violation or notice of violation for which this Permit has been suspended. If and when such violation has been addressed to the satisfaction of the Airport Services Manager, immediate verbal notice of Permit reinstatement, followed within not more than 24-hours by a written notice of Permit reinstatement shall be given to Permittee.

D. This Permit may be suspended by action of the Airport Manager and terminated by action of the City Council.

E. In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit by means of court action or administrative enforcement the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Monterey County, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.

F. In the event of a request or action by the FAA to cease or terminate the activities as set forth in this conditional use permit, such permit shall become immediately null and void without requirement of any further action by the City Council. To the extent applicable, Permittee shall comply with all FAA assurances as shown on "**Exhibit E**," attached hereto and made a part hereof.

IV. Non-Transferability, No Exclusive Right, No Right to Lease, No Long-Term Use Contemplated by the Parties.

A. This Permit is non-transferable.

B. This permit shall not be construed of interpreted as an "exclusive right" within the provisions of section 308a of the FAA Act of 1958, as amended.

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

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

E. This Permit may be amended only by a writing signed by the authorized representatives of both the City and Permittee.

V. Notice

All notices and other communications required to be given under this Permit shall be in writing, and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail, by facsimile transmission, or by e-mail, in the manner set forth below. Notice shall be deemed to have been duly given: (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address; (b) if by overnight courier, on the first business day after being delivered to a recognized overnight courier; (c) if by mail, on the third business day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid; (d) if by facsimile transmission, the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine; or (e) if by e-mail, the business day after being transmitted, as evidenced by the confirmation generated by the sender's e-mail, addressed as follows:

To the City of Marina:

Airport Services Manager
City Hall
211 Hillcrest Avenue
Marina, California 93933

Phone: 831-582-0102
Facsimile: 831-582-0104
E-mail: jcrechriou@ci.marina.ca.us

With a copy to:

City Attorney – City of Marina
Wellington Law Offices
857 Cass Street, Suite D
Monterey, California 93940

Phone: 831-373-8733
Facsimile: 831-373-7106
E-mail: attys@wellingtonlaw.com

To South Bay Regional Public Safety Training Consortium:

Mr. Michael Lombardo, V.P. of Administrative Services
South Bay Regional Public Safety Training Consortium
3095 Yerba Buena Road
San Jose, California 95135

Phone: 408-274-7900 ext. 6043
Facsimile: 408-238-0286
E-mail: mlombardo@theacademy.ca.gov

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

IV. Authority

If Permitee is a corporation, partnership or limited liability company, the individual executing this Permit on behalf of said entity represents and warrants 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 SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM that the above described Conditional Airport Use Permit was approved by the City of Marina City Council with their action and to become effective as specified in the Permit. However, requesters are notified that should any aggrieved party wish to appeal the decision of the City Council, a written appeal must be filed with the City Clerk no later than the end of the first work day which is at least ten calendar (10) days from the issuance of this Certificate, no later than 5:00 P.M. on Monday, December 28, 2015. Such appeal must set forth specifically the points at issue, the reasons for the appeal and describe why the person appealing the decision believes there was an error or abuse of discretion by the City Council. Should no appeal be filed within this time limit, this Certificate shall be valid as written. Any action for judicial review of this decision must be brought within the time limits specified in the California Code of Civil Procedure Section 1094.6.

Dated: December 15, 2015 at Marina, California

APPROVED

_____	_____
Layne Long City Manager City of Marina	Jeff Crechriou Airport Services Manager City of Marina

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

_____ Dated: _____ ___, 201__

Michael Lombardo
V.P. of Administrative Services
South Bay Regional Public Safety Training Consortium

Attest: Pursuant to Resolution No. 2015-

_____
Anita Sharp, Deputy City Clerk

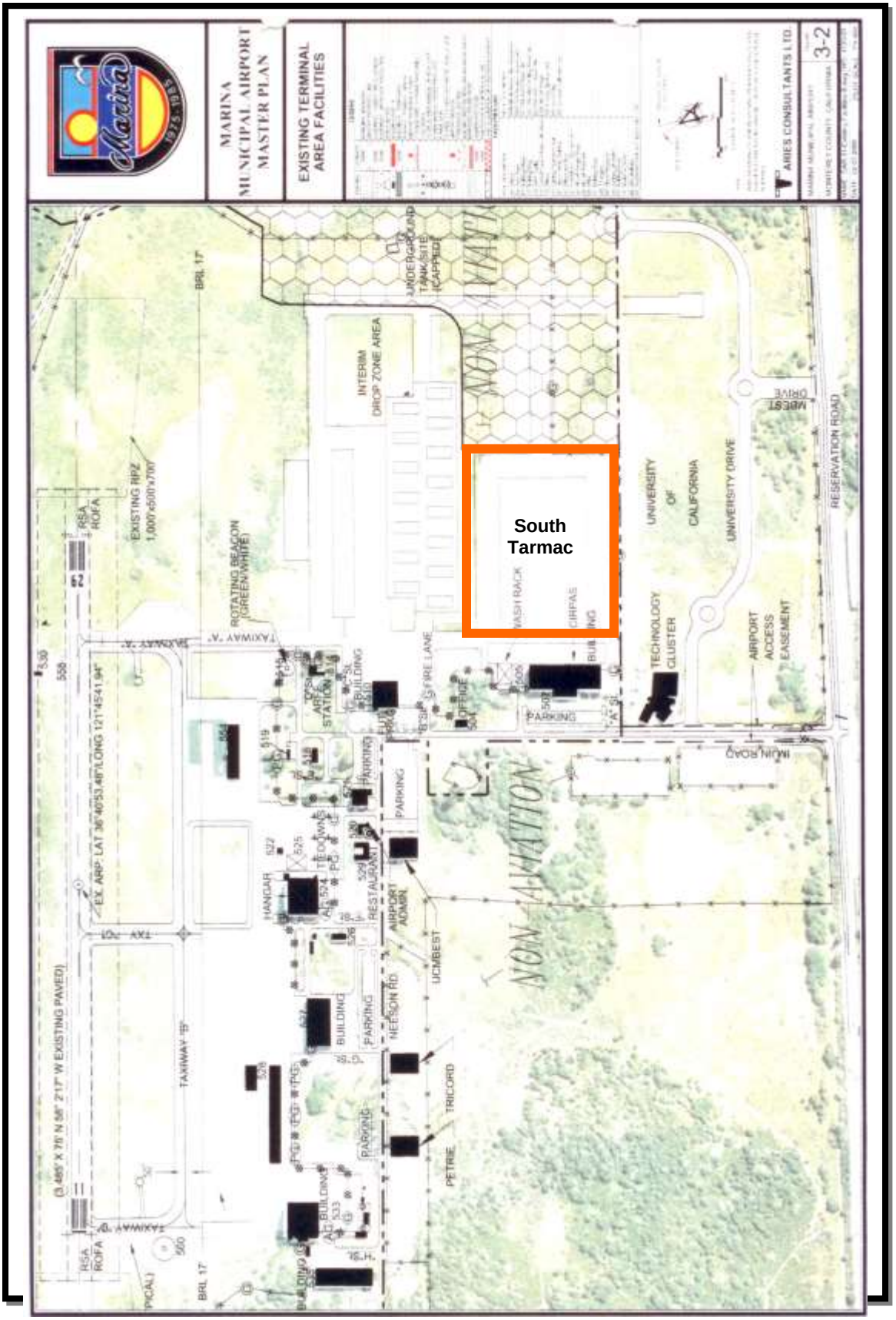
APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENTS:

EXHIBIT A	Site Plan of South Tarmac
EXHIBIT B	Access Route to Tarmac
EXHIBIT C	Incident Report Form
EXHIBIT D	Release of Liability/Assumption of Risk
EXHIBIT E	FAA Assurances

"EXHIBIT A"
Site Plan of South Tarmac



"EXHIBIT B"
Access Route to Tarmac

EXHIBIT B South Bay Access Route to South Tarmac

"EXHIBIT C"
Incident Report Form

INCIDENT REPORT FORM – FOR OFFICIAL USE ONLY

Date of Incident _____ Pilot in Command _____

Total Passengers _____ Name of Ground Observer _____

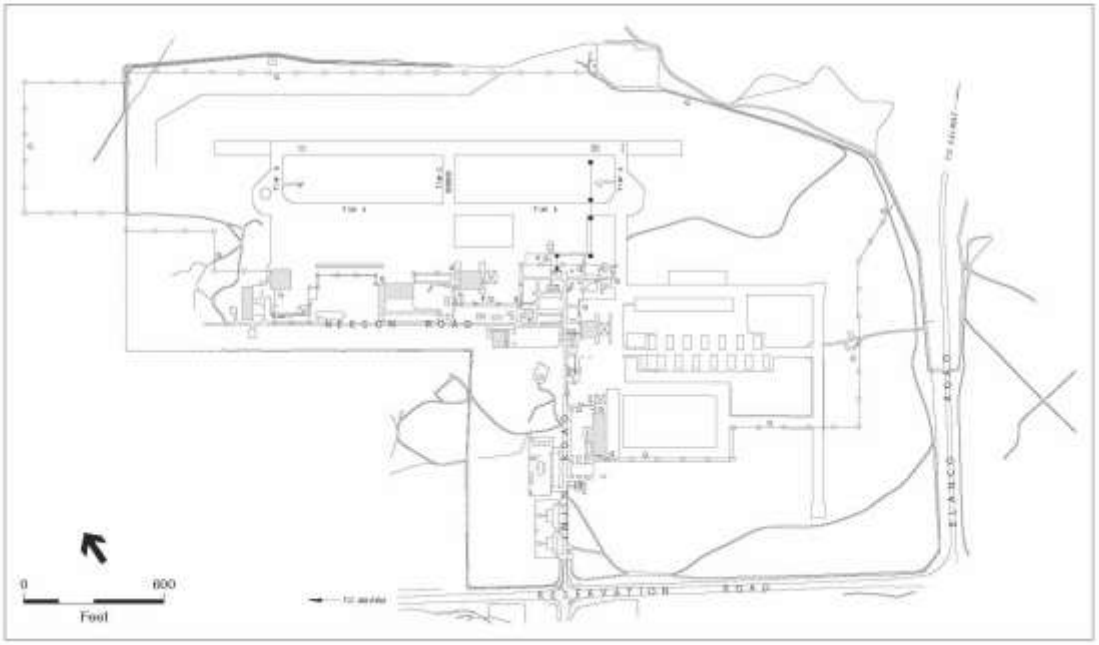
Name of Person(s) Involved: _____

Explanation: _____

Report Prepared by _____ Date _____

Received by _____ Date / Time _____

MARINA MUNICIPAL AIRPORT



"EXHIBIT D"
Release of Liability and Assumption of Risk Agreement

MARINA MUNICIPAL AIRPORT
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

_____ _____
Description and Location of Scheduled Event Date Release Signed

IN CONSIDERATION OF BEING PERMITTED TO compete, drive a motor vehicle, spectate, officiate, observe, work, or PARTICIPATE in any way IN THE ABOVE EVENT(S) OR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (defined as requiring special authorization, credentials, or permission to enter, or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, FOR HIMSELF OR HERSELF, HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN:

1. ACKNOWLEDGES, AGREES AND REPRESENTS THAT HE OR SHE HAS OR WILL immediately upon entering any such Restricted Area, and will continuously thereafter, INSPECT THE RESTRICTED AREA which he or she enters, and he or she further agrees and warrants that, IF AT ANY TIME, he or she is in or about the Restricted Areas and HE OR SHE FEELS ANYTHING TO BE UNSAFE, HE OR SHE WILL IMMEDIATELY ADVISE THE OFFICIALS OF SUCH and if necessary will leave the Restricted Area AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. HEREBY RELEASES, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the CITY OF MARINA and the Marina Municipal Airport, SOUTH BAY REGIONAL TRAINING CONSORTIUM, a California joint powers agency., INC., the U.S. Navy, the U.S. Naval Postgraduate School and the Center for Interdisciplinary Remotely-Piloted Aircraft Studies, the promoters, participants racing associations, sanctioning organizations, or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), promoters and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their councils, directors, officers, agents, and employees, all for the purposes HEREIN REFERRED TO AS RELEASEES, FROM ALL LIABILITY TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT-OF-KIN FOR ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or RELATED TO THE UNDERSIGNED'S INJURY OR DEATH WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK, KNOWN AND UNKNOWN, OF BODILY INJURY, PERMANENT DISABILITY, arising out of or related to the Event(s), INCLUDING MEDICAL OR HOSPITAL BILLS, DEATH OR PROPERTY DAMAGE arising out of or related to the Event(s) whether CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, ALSO EXPRESSLY ACKNOWLEDGES THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

CAUTION
THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING

ALL SECTIONS MUST BE COMPLETED

PRINT NAME HERE SIGN NAME HERE CAPACITY [driver, pit crew, spectator, etc.]

1._____
2._____
3._____
4._____
5._____
6._____
7._____
8._____
9._____
10._____
11._____
12._____
13._____
14._____
15._____

_____ _____ _____
Signature and Title of Witness Address of Witness Date Signature(s) witnessed

"EXHIBIT E"
Federal Aviation Administration Assurances

COMPLIANCE WITH FEDERAL AVIATION ADMINISTRATION ASSURANCES

To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agrees 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 Department of Transportation (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, COT, 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. Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agrees that (in the case of leases add "as a covenant running with the land") that: (a) 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, (b) 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, (c) 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 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. 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. 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 Permittee and without interference or hindrance.

9. The City of Marina reserves the right, but shall not be obligated to 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 of future building or structure situated on the permitted premises.

13. 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. 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 owner 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.

December 10, 2015 Item No. **8g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 15, 2015

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2015- , APPROVING A CONDITIONAL AIRPORT USE PERMIT FOR SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM TO CONDUCT NON-AVIATION RELATED PUBLIC SAFETY CADET AND OFFICER AUTOMOBILE TRAINING ACTIVITIES ON SOUTH TARMAC AT MARINA MUNICIPAL AIRPORT AND AUTHORIZING CITY MANAGER TO EXECUTE THE CONDITIONAL AIRPORT USE PERMIT ON BEHALF OF CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2015- , approving a Conditional Airport Use Permit for South Bay Regional Public Safety Training Consortium to conduct non-aviation related public safety cadet and officer automobile training activities on south tarmac at the Marina Municipal Airport; and
2. Authorizing City Manager to execute the Conditional Airport Use Permit on behalf of City, subject to final review and approval by City Attorney.

BACKGROUND:
South Bay Regional Public Safety Training Consortium (South Bay) is an organization that provides public safety training to approximately 2,700 full-time equivalent students each year, including professionals from more than seventy (70) city and county agencies, and is the certified police academy (for entry level police officers) for the San Francisco Bay area. South Bay certifies training in law enforcement, fire service, corrections, dispatch, probation, and other public safety areas.

Under a joint powers agreement, South Bay provides public safety training for eight (8) community colleges, which include the College of San Mateo, De Anza College, Evergreen Valley College, Gavilan College, Hartnell College, Monterey Peninsula College, Ohlone College and San Jose City College.

South Bay has utilized the Marina Municipal Airport in the past for non-aviation events through an approved Conditional Airport Use Permit. South Bay uses the tarmac for public safety vehicle training, which involves slow speed maneuvers (<40 mph), high speed maneuvers (40-65 mph), oversteering, understeering, parking, and backing up.

The area used for the South Bay events is planned for aviation development in the 2008 Airport Layout Plan Map and is zoned Airport District (A-1).

The Marina Municipal Airport property was transferred to the City of Marina to be used for public airport purposes (County of Monterey County, Office of Recorder, Salinas, California, Reel 3272, page 693, 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.

The FAA is also 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.

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.

Since 2012 , the FAA has made requests via the following letters of the City to discontinue and relocate the non-aeronautical (non-aviation) motorsport activities at the north and south tarmacs because the activities are considered contrary to the use of Airport infrastructure and do not advance the public's investment in civil aviation:

- February 13, 2013 ("**EXHIBIT A**")
- June 14, 2013 ("**EXHIBIT B**")

In these letters and in oral communications regarding motorsport activities conducted at the Marina Municipal Airport, the FAA had not disapproved of the use of the south tarmac by South Bay nor had they requested the relocation of their activities to a different on- or off-airport location.

The City recognizes motorsports activities and public safety training positively, supports their use within the City and values the contribution these activities and organizations provide to the community and region.

At the regular meeting on November 19, 2013, the Marina City Council adopted Resolution No. 2013-171, approving a Conditional Airport Use Permit for a two-year period. On January 16, 2014, the FAA required as a condition precedent that the term of the Permit be reduced to a one-year period expiring on December 31, 2014.

At the regular meeting of December 2, 2014, the City Council adopted Resolution No. 2014-125, approving a Conditional Airport Use Permit for South Bay Regional Public Safety Training Consortium to conduct non-aviation related public safety cadet and officer automobile training activities on the south tarmac at the Marina Municipal Airport. FAA approved the Conditional Airport Use Permits for one year expiring on December 31, 2015.

In a letter dated January 6, 2015, the FAA, in approving the Conditional Use Permit for 2015 Activity, determined that the City provide a corrective action plan to discontinue the non-aeronautical (motorsport) activities by the year ending (December 31, 2015) which included the public safety automobile training activities of South Bay ("**EXHIBIT C**").

On May 16, 2015, airport staff submitted the FAA required Corrective Action Plan regarding non-aeronautical (motorsport) use of the south and north tarmac areas ("**EXHIBIT D**").

The Corrective Action Plan:

- Acknowledges FAA's ongoing requests to discontinue and relocate the motorsport non-aeronautical activities.
- Affirms the commitment to transition the south and north tarmac areas to aviation use with future demand by aeronautical users.
- Details the efforts and progress of the motorsport users to identify alternate off airport locations for their respective activities beyond December 31, 2015.
- Provides reasoning for and requests FAA consideration of a three (3) year extension for non-aeronautical (non-aviation) motorsport activities at the north and south tarmacs.

Since submittal of the Corrective Action Plan to FAA, airport staff has continued dialog with FAA regarding a response. At the September 2015, Association of California Airports conference, the Airport Services Manager met with the FAA San Francisco recently appointed Airport District Office Manager and the Acting District Office Manager who wrote the January 6, 2015 FAA letter to discuss the Corrective Action Plan and request for consideration of a three year extension for non-aeronautical use of the south and north tarmacs.

Based on this meeting, FAA indicated that consideration of a three year extension would be reasonable but there needed to be further follow up internally within FAA before an official determination would be provided.

ANALYSIS:

In anticipation of a positive determination by FAA for a three (3) year extension for non-aeronautical (motorsport) use of the south and north tarmacs, the proposed Conditional Airport Use Permit for South Bay is being presented for City Council consideration ("**EXHIBIT E**").

The Conditional Airport Use Permit allows for South Bay's use of the south tarmac for the period of January 1, 2016 through December 31, 2016 subject to the condition precedent for FAA approval prior to schedule of events for 2016. The per day fee for South Bay's use of the south tarmac is proposed as $600 per day which is consistent with the fee paid for 2015 activity.

All other aspects of the Conditional Airport Use Permit for South Bay remain similar to the 2014 City Council-approved Conditional Airport Use Permit and other tarmac users' permits. For the events, South Bay will be responsible for all permits, sanitary facilities, safety, medical personnel, and coordination of all safety issues with the Marina Municipal Airport, Police Department and Fire Department.

City staff has determined that the findings for approval of a Conditional Airport Use 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.

FISCAL IMPACT:

Should the City Council approve this request, revenue for the one (1) year period of the Conditional Airport Use Permit will be recorded in the Airport Enterprise Fund, Lic & Permits, Account No. 555.000.000.5200.010.

CONCLUSION:
This request is submitted for City Council consideration and direction to staff.

Respectfully submitted,

_____
Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina