



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

Office of the Associate Administrator
for Airports

800 Independence Ave., SW.
Washington, DC 20591

RECEIVED

NOV 30 2021

November 30, 2021

PART 16 DOCKETS

Mr. Glynn P. Falcon
900 East Hamilton Avenue, NW Suite 100
Campbell, CA 95008

City Clerk
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Mr. Robert Rathie
Wellington Law Offices
857 Class Street, Suite D
Monterey, CA 93940

Jeff Crechriou
Airport Services Manager
Marina Municipal Airport
781 Neeson Road, Building 540
Marina, CA 93933

Ms. Lori D. Ballance
Ms. Yana Ridge
Gatzke Dillon & Ballance LLP
2762 Gateway Road
Carlsbad, CA 92009

The Honorable Bruce Carlos Delgado
Mayor of City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Re: FAA Docket 16-21-13

Dear Mayor Delgado, City Clerk of City of Marina, Mses. Ballance and Ridge, and
Messrs. Falcon and Rathie and Messrs. Falcon and Crechriou:

Enclosed is a copy of the Order of the Director of the Federal Aviation Administration
(FAA) with respect to the above-referenced matter.

The Motion for Summary Judgment is granted, and the reasons are set forth in the enclosed Order.

Sincerely,

**KEVIN
WILLIS**

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KEVIN WILLIS
Date: 2021.11.30
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Kevin C. Willis
Director, Office of Airport Compliance
and Management Analysis

Enclosure

**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, DC**

MIKE WILSON

COMPLAINANT,

v.

FAA Docket No. 16-21-13

**CITY OF MARINA
CALIFORNIA,**

RESPONDENT.

ORDER

I. INTRODUCTION

Mr. Mike Wilson (Wilson) filed a Complaint on September 24, 2021, under 14 CFR Part 16 against the City of Marina, California (City), the sponsor of the Marina Municipal Airport (Airport). Mr. Wilson states that his Complaint is premised upon the failure of the City to grant him a lease to build and rent T-hangars. (FAA Exhibit 1, Item 1, p. 7).

Specifically, Mr. Wilson alleges the City violated Grant Assurance 23, *Exclusive Rights*, Grant Assurance 29, *Airport Layout Plan* and Grant Assurance 38, *Hangar Construction*. (FAA Exhibit 1, Item 2, p. 9).

Mr. Wilson argues that, “not only have the delays [in negotiations] allowed for the prices for pre-fabricated hangars to increase but complainant has lost profit and return on investments had the hangars been allowed to be timely constructed. Therefore, the Complainant has suffered unjust economic discrimination by the... City of Marina.” (FAA Exhibit 1, Item 2, pp. 8-9).

On October 22, 2021, the City filed a Motion to Dismiss and/or for Summary Judgment. The Motion states that the “City has not rejected any proposal from Mr. Wilson and instead has been evaluating Mr. Wilson’s ever-changing and incomplete proposals” The Motion states “Mr. Wilson does not state a claim for violation of federal grant assurances because it does not show the City failed to negotiate in good faith with Mr. Wilson.” (FAA Exhibit 1, Item 4, p. 5).

On October 29, 2021, Mr. Wilson filed an untimely request for additional time to in which to respond to the Motion to Dismiss, and without seeking concurrence from opposing counsel. 14 CFR § 16.19(e) (requiring requests for extensions to be made 3 business days in advance, and requiring concurrence be sought from opposing counsel). Mr. Wilson’s request also erroneously charges that the Motion to Dismiss was filed late, and also indicates that his counsel had not

checked his emails for several days, during which time the motion had been served, which delayed his review of the Motion. (FAA Exhibit 1, Item 5).

On October 29, 2021, the City filed an Objection to the request for additional time. (FAA Exhibit 1, Item 6).

On November 1, 2021, before the FAA had an opportunity to rule on the belatedly filed motion for extension, Mr. Wilson filed his response to the motion, consisting of the following documents:

- Declaration of Mike Wilson in Opposition to Motion to Dismiss the Complaint / for Summary Judgment. (FAA Exhibit 1, Item 7)
- Wilson's Opposition to City's Motion to Dismiss and/or Motion for Judgment. (FAA Exhibit 1, Item 8)
- Objections to [Respondent's] Evidence. (FAA Exhibit 1, Item 9)
- Certificate of Electronic Service (FAA Exhibit 1, Item 10)

The City's Motion for Summary Judgment is GRANTED, and the Complaint is DISMISSED.

II. THE PARTIES

A. The Airport

The Marina Municipal Airport is a public use airport with approximately 32 based aircraft and averages 115 operations per day. <https://adip.faa.gov/agis/public/#/airportData/OAR>

The development of the airport was financed, in part, with FAA Airport Improvement Program (AIP) funding, authorized by the Airport and Airway Improvement Act of 1982, as amended, 49 U.S.C. § 47101, *et seq.* The AIP provides grants to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems. As a condition of receiving Federal funding, the City must comply with the FAA Sponsor grant assurances and related Federal law. The Grant Assurances are mandated by statute and are part of the terms of the Grant Agreement. The City of Marina has been the recipient of approximately \$8,709,516.00 in AIP funding since 1992.

B. The Complainant

Mr. Wilson is an individual and a California resident. Mr. Wilson is a pilot, aircraft owner and a hangar tenant at the Marina Municipal Airport.

III. BACKGROUND AND PROCEDURAL PROCESS

A. Complainant's Position

Mr. Wilson states that from September 2017 until September 20, 2021 he engaged in negotiations with the Airport Services Manager, acting on behalf of the City, to obtain a lease to build 10 T-hangars on existing tarmac. Mr. Wilson states that "Complainant has been attempting, earnestly and in good faith, to construct hangars at the Marina Municipal Airport, but

has been unable to get the City of Marina to openly negotiate a ground lease with him.” (FAA Exhibit 1, Item 2, pp. 7-8). Mr. Wilson acknowledges that he was attempting to obtain a ground lease before submitting a full proposal for the hangar construction. (FAA Exhibit 1, Item 7, p. 2).

B. Airport’s Position

The City filed a Motion to Dismiss and/or for Summary Judgment on October 22, 2021. In its Motion, the City states:

Mr. Wilson presented to the City in writing two different proposals, one on August 20, 2020 and the other in October 2020, although the complaint lacks any reference to the October 2020 proposal. Despite the City’s request in July 2020 for Mr. Wilson’s background information and description of the hangars, his proposals were lacking certain vital information, without which the City is unable to evaluate either proposal in a meaningful way. The communications between the Airport Services Manager, Mr. Wilson, and Mr. Stefan Braken-Guelke, attached as exhibits to the complaint, demonstrate the Airport Services Manager engaged with City engineers, building officials, the planning department, and the City Manager who is also the Airport Manager to evaluate the proposals. The Airport Services Manager kept Mr. Wilson apprised of the progress of the City’s consideration and due diligence, posed questions, and provided requested information and documents. Thus, the City negotiated with Mr. Wilson in good faith, without delay, and in a reasonable manner. (FAA Exhibit 1, Item 2, p. 7).

The City states that on April 2, 2021, the Airport Services Manager informed Mr. Wilson and Mr. Braken-Guelke¹ that the City was preparing the Airport budget at which time the City would be able to make a determination on the proposal. On May 8, 2021, Mr. Wilson informed the Airport Services Manager that Mr. Braken-Guelke no longer had an interest in building hangars at the Airport but confirmed he was still interested in building the hangars.

On June 25, 2021, the Airport Services Manager provided another update to Mr. Wilson, in which the Airport Services Manager stated that he would be meeting with the City Manager to discuss the Airport budget and building of hangars at the Airport and asked a few follow-up questions about the terms of Mr. Wilson’s October 2020 proposal. (FAA Exhibit 1, Item 4, p. 9).

The City states that Mr. Wilson’s counsel sent a letter to the Mayor, City Manager, and Airport Services Manager on September 20, 2021, in which he requested a response by September 23, 2021. Following the filing of the complaint on September 24, 2021, the Assistant City Attorney contacted Mr. Wilson’s counsel by email on September 29, 2021 offering to have a discussion with the goal of making progress on Mr. Wilson’s proposal, but received no response. (FAA Exhibit 1, Item 4, p. 9).

¹ Mr. Braken-Guelke was apparently a partner with Mr. Wilson, for some period of time, in efforts to obtain a ground lease.

C. Complainant's Response to City's Motion

Mr. Wilson filed a Declaration in Opposition to the City Motion to Dismiss or for Summary Judgment on November 1, 2021. In this Declaration, Mr. Wilson states that "Because the City stonewalled me and refused to meet to discuss the construction of the hangars, I had no KOAR² ground lease agreement to pursue the construction of the hangars." Mr. Wilson also alleges that the City offered an exclusive right to Joby Aviation for hangar rights. (FAA Exhibit 1, Item 7, p. 2).

D. Standard of Review of Motion to Dismiss and Motion for Summary Judgment

Under 14 CFR § 16.23, a person directly and substantially affected by any alleged noncompliance may file a complaint with the FAA. The burden of proof is on Mr. Wilson to show noncompliance with a statute, regulation, order, agreement, or document of conveyance. 14 CFR § 16.23(k)(1). The proponent of a motion (including a motion to dismiss, or for summary judgment), request, or order has the burden of proof. See 14 CFR § 16.23(k)(2). Under 14 CFR § 16.26(a), a respondent may file, in lieu of an answer to a complaint, a motion to dismiss the complaint or a motion for summary judgment on the complaint.

A motion to dismiss a complaint must state the reasons for seeking dismissal of either the entire complaint or of specified claims in the complaint. To prevail, the City must show either (1) the complaint, appears on its face, to be outside the FAA's jurisdiction; (2) the complaint, on its face, does not state a claim that warrants an investigation or further FAA action; or (3) the complainant lacks standing, under 14 CFR §§ 16.3 and 16.23, to file a complaint. The respondent is expected to file a supporting memorandum of points and authorities. The complainant is permitted to file an answer to a motion to dismiss with a statement of reasons for opposing dismissal, per 14 CFR § 16.26(b)(3).

A motion for summary judgment may seek dismissal of the entire complaint or of specified claims and issues. To prevail, the respondent must show there is no genuine issue of material fact for Part 16 adjudication and that the complaint, when viewed in the light most favorable to the complainant, should be summarily adjudicated in the respondent's favor as a matter of law. The respondent is expected to file a statement of the material facts as to which respondent contends there is no genuine issue of material fact, and may include affidavits and documentary evidence. 14 CFR § 16.26(c)(1)(2). The complainant is permitted to file an answer to a motion summary judgment with a statement of the material facts as to which the complainant contends there is a genuine issue per 14 CFR § 16.26(c)(3).

IV. ANALYSIS AND DISCUSSION

Mr. Wilson contends that the City "engaged in a series of acts designed to privatize the airport into an exclusive rights airport for the benefit of just one tenant, to the exclusion of all other SASOs,³ Fixed Based Operators (FBOs), tenants, hangar owners, pilots and aircraft owners seeking to use and maintain a permanent presence at the Marina Municipal Airport." Mr. Wilson

² KOAR means Marina Municipal Airport

³ SASO means a Specialized Aviation Service Operation

also argues that in spite of his efforts to obtain a lease to build aircraft hangars, he has been unable to get the City of Marina to openly negotiate a ground lease with him. (FAA Exhibit 1, Item 2, p. 8). Mr. Wilson alleges that the City has violated Grant Assurances 22, 23, 29, and 38 by not offering a ground lease. These Grant Assurances are summarized below.⁴

Grant Assurance 22, Economic Nondiscrimination

The owner of any airport developed with Federal grant assistance is required to operate the airport for the use and benefit of the public and to make it available to all types, kinds, and classes of aeronautical activity on fair and reasonable terms, and without unjust discrimination.

Grant Assurance 23, Exclusive Rights

An airport sponsor is prohibited from granting an exclusive right for the use of the airport, including granting an exclusive right to any person or entity providing or intending to provide aeronautical services to the public.

Grant Assurance 29, Airport Layout Plan

Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, an airport sponsor will keep up to date at all times an airport layout plan of the airport.

Grant Assurance 38, Hangar Construction

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

The FAA is treating the City's Motion to Dismiss or, in the alternative, for Summary Judgment as a Motion for Summary Judgment. The Director, therefore, analyzes the Motion for Summary Judgment from the perspective of Grant Assurance compliance and as provided in 14 CFR § 16.26. The FAA does not arbitrate or mediate lease negotiations through Part 16. Nor does the FAA enforce lease terms between parties to an agreement. Rather, the FAA enforces contracts between an airport sponsor and the federal government. (See *AmAv v. Maryland Aviation Administration*, FAA Docket No. 16-05-12, (March 20, 2006) (Director's Determination)).

Issue 1: Whether the City is in violation of Grant Assurance 22, *Economic Nondiscrimination* by not granting a lease to build T-Hangars.

Mr. Wilson states that he has made substantial, repeated and reasonable good faith efforts to resolve the disputed matter informally prior to filing the complaint. Mr. Wilson argues, "Instead

⁴ The link to the Grant Assurances is included at FAA Exhibit 1, Item 1.

of negotiating in good faith, the City of Marina engaged in a long series of excuses and delays, avoiding attempts to meet and negotiate with Complainant for the construction of hangars and for the necessary ground lease.” (FAA Exhibit 1, Item 2, p. 8).

Mr. Wilson also argues that:

at no time during the many conversations that I had with the ASM⁵, Jeff Crechriou, from 2017 to the present day, did he request a ‘proposal’ to build hangars it was never my intent, nor was I ever requested by the City or its agents, to submit a detailed proposal to do so...I would have done so, and will do so, when requested and when I have received from the City engineers the specifications, details, and plan requirements, along with a ground lease at the airport....” (FAA Exhibit 1, Item 7, p. 2).

In its Motion, the City asserts that, “[d]espite the City’s request in July 2020 for Mr. Wilson’s background and description of the hangars, his proposals were lacking certain vital information, without which the City is unable to evaluate either proposal in a meaningful way.” (FAA Exhibit 1, Item 4, p. 7).

The City states, “In the August proposal, Mr. Wilson expressed interest in building two hangars for himself and three hangars under the contract with the City, under a fifty-year lease with the City.” The City also stated that on October 27, 2020, Mr. Wilson and Mr. Braken-Guelke submitted to the Airport Service Manager a one page proposal in which they proposed to build five box hangars under a thirty-year lease of 15,000 sq. ft. of tarmac at 3.5 cents per sq. ft., with the request that the City pay for water, sewer and electrical connections.

“This is the first time the Airport Services Manager heard of Mr. Braken-Guelke, but no additional information was provided in the proposal as to Mr. Braken-Guelke, the nature of his involvement, or his background, despite the prior request from the Airport Services Manager for this information in July 2020.” (FAA Exhibit 1, Item 4, pp. 7- 8).

The City states, “However, the City has not rejected any proposal from Mr. Wilson’s ever-changing and incomplete proposals, most of which have not been presented in writing, by conducting its due diligence and investigation to determine the viability and feasibility of Mr. Wilson’s proposals.” (FAA Exhibit 1, Item 4, p. 6).

The City states that Mr. Wilson’s counsel sent a letter to the Mayor, City Manager and Airport Services Manager on September 20, 2021, in which he requested a response by September 23, 2021. “Following the complaint on September 24, 2021, the Assistant City Attorney contacted Mr. Wilson’s counsel by email on September 29, 2021, offering to have a discussion with the goal of making progress on Mr. Wilson’s proposal, but received no response. (FAA Exhibit 1, Item 4, p. 9).

In this case, it appears that the parties were in the process of negotiating the concept of building hangars on the airport. It also appears from the pleadings that Mr. Wilson wanted a ground lease before providing engineering and other construction information. (FAA Exhibit 1, Item 7, p. 2).

⁵ ASM means Airport Services Manager (FAA exhibit 1, Item 4, p 6)

What is clear is that negotiations were ongoing, albeit not complete. Grant Assurance 22 does not require an airport sponsor to respond to a proposal in a certain time period. In this case, there was regular communication on Mr. Wilson's proposal; but as noted above, the proposals changed over time. The fact that it was not in the time frame preferred by Mr. Wilson does not rise to a violation of Grant Assurance 22.

Grant Assurance 22, *Economic Nondiscrimination*, obligates the airport sponsor to provide airport access. It does not obligate the airport sponsor to provide specific hangars or hangar types. Nonetheless, the airport sponsor does have an obligation to make available suitable areas or space on reasonable terms to those who are willing and otherwise qualified to offer flight services to the public or support services to aircraft operators. [See *Thermco Aviation, Inc., and A-26 Company v. City of Los Angeles, Los Angeles Board of Airport Commissioners, and Los Angeles World Airports*, FAA Docket No. 16-06-07, (June 21, 2007) (Director's Determination).]

It is apparent that Mr. Wilson has not submitted specific information on the type of hangar development he is proposing. Mr. Wilson demands a ground lease before providing this information. The City is under no obligation to grant a ground lease for a proposal that has not been made with clarity or in sufficient detail – it is clear that Mr. Wilson has changed his proposals several times. Although the Director finds the City in compliance with Grant Assurance 22, it would be helpful for the City to develop minimum standards or lease requirements for potential tenants to review and avoid a situation where it may be unclear what is required to obtain a lease on the Airport.

Upon review of the Motion for Summary Judgment and Marina's Opposition to the Motion, the Director finds that the City has not violated Grant Assurance 22 by not concluding negotiations for a ground lease in a period of time acceptable to Mr. Wilson.

Issue 2: Whether the City is in violation of Grant Assurance 23, Exclusive Rights by not granting a ground lease to Complainant.

Mr. Wilson alleges that:

[I]t is undisputed by the City that the City has now given exclusive rights and use of the airport to only one entity, Joby Aero (Aviation)...providing Joby with the airport's large, former military hangars, evicting the GA aircraft that were previously stored and hangered therein, and exclusively negotiating with, and then ground leasing to Joby a 500,000 sf area for a hangar and manufacturing facility, all the while refusing to meet or negotiate a ground lease with Wilson for the much-needed GA hangars at the Marina airport.

(FAA Exhibit 1, Item 8, p. 3).

In its Motion, the City argues that:

Mr. Wilson failed to provide the City with adequate information as to any of his several proposals upon which to form an agreement to lease land as requested by Mr. Wilson ... The City is not obligated to lease space for aeronautical activity without first determining if the activity would be beneficial to the Airport and would meet the minimum standards of its Airport.

The complainant fails to support its claim that the City has granted an exclusive right to any party to use the Airport. Five separate entities have been permitted to develop private hangars at the Airport.

(FAA Exhibit 1, Item 4, p. 20).

In order for the FAA to find a sponsor in violation of its federal obligations under a Part 16 proceeding, not only must the complainant include sufficient factual evidence to support its allegations, but also establish by a preponderance of substantial and credible evidence that the sponsor has violated its federal obligations. In a formal Part 16 complaint, the complainant has the burden of proof to establish the complaint's allegations by a preponderance of substantial and reliable evidence. (See *BMI Salvage Corporation & Blueside Services, Inc., v. Miami-Dade County, Florida*, FAA Docket No. 16-05016, July 25, 2006, (Director's Determination) p. 12).

Mr. Wilson has argued, but has not substantiated, its allegation that the City is in violation of Grant Assurance 23. There is no evidence presented that land is not available for additional development. It is clear the City was in discussions with Mr. Wilson to build hangars. The fact that the discussions were either incomplete or terminated does not prove that the City granted an exclusive right or is in violation of Grant Assurance 23.

Issue 3 – Whether the City is in violation of Grant Assurance 29, Airport Layout Plan.

Although Mr. Wilson alleges the City violated Grant Assurance 29, *Airport Layout Plan*, (ALP) he provided no additional information or evidence to allow the Director to review this allegation. The only statement made in the Complaint states, "The City of Marina's existing ALP and the City's Resolution 2001-157 provides for private ownership and leaseholds for hangar owners, developers, and other members of the public. However, the City has chosen to ignore its ALP and Resolution preventing private ownership and leaseholds...without a public hearing or modification to the ALP. [FAA Exhibit 1, Item 1, p. 9]

Mr. Wilson has not provided any evidence that the City is in violation of Grant Assurance 29, which requires the City to keep an updated ALP, other than to allege that enforcement of the Resolution is somehow connected to the ALP. No part of Grant Assurance 29 requires the City to document the types of hangar ownership and leaseholds the City provides. There is insufficient evidence to investigate or substantiate an allegation of a violation under Grant Assurance 29. Therefore, the Director finds that the claim warrants no further action by this office.

Issue 4 – Whether the City is in violation of Grant Assurance 38, Hangar Construction.

Mr. Wilson has not provided any evidence that the City violated Grant Assurance 38, which requires that the “airport owner or operator and a person who owns an aircraft agree that the hangar is to be constructed at the airport for the aircraft at the owner’s expense” Mr. Wilson has stated numerous times in his complaint that he and the City have not entered into an agreement. Without an agreement there cannot be any action required to provide for a long term lease. Therefore, there is no argument or evidence presented that would allow the Director to examine this allegation.

In order for the FAA to find a sponsor in violation of its federal obligations under a Part 16 proceeding, not only must the Complainant include sufficient factual evidence to support its allegations, but also establish by a preponderance of substantial and credible evidence that the sponsor has violated its federal obligations. (See *BMI Salvage Corporation & Blueside Services, Inc. v. Miami-Dade County, Florida*, FAA Docket No. 16-05-16, (July 25, 2006) (Director’s Determination), p. 12.) First person accounts of conversations and argumentative opinion and criticism do not equate to substantial and credible evidence.

Accordingly, upon review of the Motion for Summary Judgment and the Complainant’s Response in Opposition, the Director finds under Issues 1-4 that there are no issues of material fact, and that the complaint, when viewed in a light most favorable to Mr. Wilson, should be summarily adjudicated in the City's favor as a matter of law.

V. FINDINGS AND CONCLUSION

After consideration of the pleadings and record, and viewing the Complaint in the light most favorable to the Mr. Wilson, the Director finds no indication that the City has violated Grant Assurance 22, *Economic Nondiscrimination*, Grant Assurance 23, *Exclusive Rights*, Grant Assurance 29, *Airport Layout Plan* or Grant Assurance 38, *Hangar Construction*. The Director finds that there are no claims that warrant further action, and that the complaint should be dismissed in its entirety as a matter of law.

ORDER

ACCORDINGLY, it is ordered that:

1. Respondent's Motion for Summary Judgment is GRANTED;
2. The Complaint is DISMISSED; and
3. All other Motions not specifically granted herein are DENIED.

RIGHT OF APPEAL

This Order of the Director is an initial agency determination and does not constitute a final agency action and order subject to judicial review. 14 CFR § 16.247(b)(2). A party to this proceeding adversely affected by the Director's Order may appeal the initial determination to the FAA Associate Administrator for Airports under 14 CFR § 16.33(c)(e) within 30 days after service of the Director's Order.

KEVIN WILLIS

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WILLIS
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Kevin C. Willis
Director, Office of Airport Compliance
and Management Analysis

Date

**Index of Administrative Record
FAA Docket No. 16-21-13
FAA Exhibit 1**

Mike Wilson, Complainant

v.

City of Marina, CA, Respondent

Item 1 – Federal Aviation Administration Airport Sponsor Assurances, dated February, 2020. (https://www.faa.gov/airports/aip/grant_assurances/)

Item 2 – Complaint, dated September 24, 2021. Exhibits include:

Ex. A – 2002 Marina 2002-157 Establishing a Policy for the terms of Ground Leases at Marina Municipal.

Ex. B -2017 Marina AMP Executive Summary.pdf.

Ex. C – ASM’s Souang Concepts 1 & 2 for hangars.pdf.

Ex. D-1 – 2019 11 November emailed letter to ASM.pdf.

Ex. D-2 -2020 10 24 October emails regarding letter of intent.pdf

Ex. D-3 2020 10 28 October Letter of Intent to ASM.pdf

Ex. D-4 2020 11 Marina Airport Hangar wait list Nov. 2020.pdf

Ex. D-5 2020 11 November email exchanges with SAM re hangars.pdf

Ex. D-6 2020 11 November email exchange ASM with Wilson & Assoc.pdf

Ex. D-7 2021 1 January emails re hangar locations.pdf

Ex. D-8 2021 4 April-May emails exchange delays causing increases in construction costs for steel.pdf

Ex. D-9 2021 6 June email exchange – no word yet from City on private build hangars.pdf

Ex. E. 2020 8 letter to ASM.pdf

Ex. F 2021 9 20 September letter to City of Marina.pdf

Item 3 – Notice of Docketing for 16-1-12, dated October 5, 2021

Item 4 – Mike Wilson vs. City of Marina Motion to Dismiss and/or for Summary Judgment, dated October 22, 2021. Includes as exhibits:

Exhibit 1 -Mike Wilson vs. City of Marina, Declaration of Jeffrey Crechrious

Exhibit 2 – Mike Wilson vs. City of Marina, Declaration of Robert Rathie

Item 5 – Complainant’s Request for Additional Time to Respond to City’s Motion to Dismiss, dated October 29, 2021.

Item 6 – City’s Objection to Request for Additional time to File a Response to the City’s Motion to Dismiss and/or for Summary Judgment, dated October 29, 2021.

Item 7 – Declaration of Mike Wilson in Opposition to Motion to Dismiss the Complaint/for Summary Judgment, dated November 1, 2021.

Exhibit A to the Part 16 Complaint “City Resolution 2002-157”

Exhibit G Marina’s web site “Leasing Opportunities”

Exhibit H Merriner/Marina Aviation hangar ground lease 1996

Exhibit I Selby/Nolan hangar ground lease - 1999

Exhibit J Frank Lewis/Tait-Forsyth hangar ground lease 1999

Exhibit K Joby Aviation hangar ground lease 2020, and related documents

Exhibit L FAA Registry for Cessna N714XB

Exhibit C to the complaint “Souang Drawings”

Exhibit E to the complaint “Wilson Letter August 2, 2020”

Exhibit M City Manager’s (Layne) allocation of City time and resources

Item 8 – Wilson’s Opposition to City’s Motion to Dismiss &/or Motion for Judgment, dated November 1, 2021.

Item 9 – (Wilson) Objection to Evidence, dated November 1, 2021.

Item 10 – Certificate of Electronic Service, dated November 1, 2021.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 30, 2021, I sent via electronic mail and via FedEx a true copy of the foregoing document addressed to:

FOR COMPLAINANT

Mr. Glynn P. Falcon
900 East Hamilton Avenue, NW Suite 100
Campbell, CA 95008
Glynn.Falcon@FalconLawOffice.com

FOR RESPONDENT

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Ms. Yana Ridge
Gatzke Dillon & Ballance LLP
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Mayor Bruce Carlos Delgado
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Jeff Crechriou
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Marina Municipal Airport
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jcrechriou@cityofmarina.org

Copy to:
FAA Part 16 Airport Proceedings Docket (AGC-600)
FAA Office of Airport Management and Management Analysis (ACO-100)



Natalie Curtis
Office of Airport Compliance
and Management Analysis

Walenga, Pat (FAA)

From: Curtis, Natalie S-CTR (FAA)
Sent: Tuesday, November 30, 2021 8:59 AM
To: Glynn.Falcon@FalconLawOffice.com;
attys@wellingtonlaw.com; lballance@gdandb.com;
yridge@gdandb.com; marina@cityofmarina.org;
ashepard@cityofmarina.org; Bdelgado62@gmail.com;
jcrechriou@cityofmarina.org; 9-AWA-AGC-Part-16
(FAA); 'AWA-ARP-ACO-100
Subject: Order of the Director for Docket No. 16-21-13
Attachments: P16_Docket 16-21-13_AWP_City of Marina_OAR_
MSJ_Signed_2021 11 30.pdf

Importance: High

Please see the attached Order of the Director for Docket No. 16-21-13.

Best Regards,

Natalie Curtis
Administrative Support to
Airport Compliance and Management Analysis
202-267-3085