

**NB-1 ADDITIONAL DOCUMENTS
USE AGREEMENT WITH THE
HARBOR SOARING SOCIETY**

**USE AGREEMENT BETWEEN THE HARBOR SOARING SOCIETY AND THE CITY
OF COSTA MESA FOR THE USE OF A PORTION OF FAIRVIEW PARK
(2019-2020)**

This Use Agreement ("AGREEMENT") is entered into and made this _____ day of _____ month of 2019 by and between the City of Costa Mesa ("CITY"), a municipal corporation, and the Harbor Soaring Society ("HSS"), an unincorporated association pursuant to Code of Civil Procedure section 369.5 and a Chartered Club of the Academy of Model Aeronautics ("AMA").

RECITALS

WHEREAS, CITY is the owner of Fairview Park, a public park in the City of Costa Mesa; and

WHEREAS, HSS is committed to promoting and improving the enjoyment of model aircraft flying in Orange County, has determined that the use of Fairview Park would further this purpose, and desires for a portion of Fairview Park to be used for the flying of certain model aircraft; and

WHEREAS, the approved Fairview Park Master Plan allows for the flying of model aircraft and provides for model aircraft launching/landing sites at Fairview Park.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

4. As used in this AGREEMENT, the term "model aircraft" means all forms of radio controlled gliders, electric motor gliders, and electric powered model airplanes, electric helicopters and/or drones, but does NOT include internal combustion engine powered aircraft, rockets, or model aircraft exceeding ten pounds. No person shall be permitted to fly an internal combustion engine powered aircraft or rocket at Fairview Park. All model aircraft must comply with all applicable provisions of the AMA Safety Code and all other applicable AMA specifications and safety codes and as defined as a model aircraft (including drones) by the Federal Aviation Administration (FAA).

2. CITY shall allow the taking off and landing of model aircraft in the area of Fairview Park marked "Silent Flyer Launch/Land Site (Lawn)" (the "Site") on the City of Costa Mesa Fairview Park Master Plan attached hereto as Exhibit "A" and incorporated herein by this reference. Model aircraft may only take off from and land in the Site. Model aircraft may be flown during posted hours. Model aircraft may be flown over permitted areas as far as unaided visual contact will allow, which means distance-wise from the pilot, as opposed to altitude. Such use of the Site shall be non-exclusive. Membership in HSS shall not be required to fly model aircraft at Fairview Park.

HSS shall coordinate with CITY to install and maintain a Frequency Board at or near the Site and a system to post and monitor which potential frequencies

may be used for remote control model aircraft operation and which frequencies are currently in use. All persons flying model aircraft at Fairview Park ("flyers") shall use either "Spread Spectrum" transmissions or discrete frequencies that are not already being used as demonstrated by the Frequency Board. Pilots shall only use radio-controlled frequencies allowed for model aircraft by the Federal Communications Commission (FCC).

3. Flyers shall comply with 1) the Fairview Park rules posted; 2) the most recent version of HSS's "Fairview Park Flying Field Rules" ("HSS Flying Rules") (including the provision requiring an active AMA license for liability insurance purposes or proof of homeowner's or other type of liability insurance with a limit of no less than \$500,000 covering flying of model aircraft), which HSS shall keep posted at the kiosk next to the flying field launch area of the Site, and which are attached hereto as Exhibit "B" and incorporated herein by this reference; 3) all applicable sections of the AMA Safety Code and all other applicable AMA specifications and safety codes; 4) all applicable FAA regulations, guidelines, and advisory circulars; 5) all applicable sections of the Costa Mesa Municipal Code, and 6) this AGREEMENT. In particular, HSS acknowledges that FAA Advisory Circular 91-57~~BA~~ ~~advises as a safety operating standard that model aircraft in Class C Airspace, such as John Wayne Airport, should have prior authorization from the Administrator or Designee before operating, and shall comply with all airspace restrictions and prohibitions. fly according to "best practices" and not be flown over 400 feet above ground level, and~~ HSS affirms that its members shall not fly their model aircraft higher than 4200 feet above ground level unless and until HSS has entered into a written Letter of Agreement with Air Traffic Control Facilities at John Wayne Airport which would allow flight at a higher level.
5. All flyers shall "pre-flight check" their model aircraft on the ground before they are flown in order to assure that all controls are working properly. Flyers shall not engage in combat flying at Fairview Park. Flyers shall take all actions necessary to avoid flying near other park users. Model aircraft may not be flown over residences, schools, parking areas, or designated trails. Model aircraft shall remain clear of other (model and full size) aircraft at all times, in a safe manner to the extent possible.
6. HSS shall mow, weed, and otherwise maintain the Site in a clean and safe manner. Any maintenance activities performed at the Site will require prior electronic mail notification to the City and biological clearance from same before work begins. HSS may submit to CITY for consideration any proposals to make any modification to the Site, such as plantings, irrigation or modifications to buildings or grounds or any construction or improvements. All such requests must be made in writing to the City of Costa Mesa's Parks and Community Services Department, Fairview Park Administrator. Such modifications may be undertaken by HSS only with prior written approval of CITY, shall be subject to all applicable laws and regulations, and shall comply with all applicable laws and regulations in using the Site, including but not limited to Chapter V of Title 12 of the Costa Mesa Municipal Code and the Fairview Park Master Plan.

7. CITY shall provide HSS with no less than fourteen (14) days' notice in the event that a third party obtains a permit for an event at or in the vicinity of Fairview Park which model aircraft flying might disrupt or which might cause danger to the participants thereof. In response, HSS will postpone and reschedule any flying activity that might disrupt the event or endanger participants thereof, as determined by CITY. CITY may at any time and without advance notice close the SITE to all flying activities in the event of an emergency or other circumstance which may pose any immediate threat to health and public safety or environmentally sensitive areas of Fairview Park.
8. HSS shall, upon City approval, have permission to hold scheduled events at Fairview Park, such as model aircraft competitions, which may occur over a period of not more than two days and which may include not more than 25 participants. HSS shall provide CITY with notice of such events at least forty-five (45) days prior to the event by electronic mail to the Fairview Park Administrator. Notice of these events will be advertised in the HSS monthly newsletter and on the HSS kiosk at Fairview Park at least thirty (30) days prior to the event. For events involving 25 or more participants, a Special Events Permit Application must be obtained, filled out, and approved by the CITY a minimum of forty-five (45) days prior to the start of the event. Applications may be obtained at City Hall.
9. The pre-existing on-site storage facility licensed by the License Agreement dated December 2, 1996 between the City and HSS (the "License Agreement") attached hereto as Exhibit "C" and incorporated herein by this reference, may remain in place for the duration of this AGREEMENT. The License Agreement shall terminate, and be of no further force and effect, upon the termination and/or expiration of this AGREEMENT, unless the License Agreement is separately renewed and/or extended by action of the City Council.
10. This AGREEMENT will commence on July 1, 2019 and will continue for a period of one (1) year, unless earlier terminated. Either party may terminate this AGREEMENT at any time, with or without cause, by providing 30 days' written notice of such termination to the other party. Upon or just prior to the expiration of the one-year term, this AGREEMENT may be considered for renewal by the Costa Mesa City Council, at the request of HSS, for an additional term, the length of which will be determined by the City Council.

Termination or expiration of the AGREEMENT will not relieve any individual member of the public from the insurance requirements referenced in Section 4 of this AGREEMENT when utilizing Fairview Park for model aircraft purposes, provided that CITY allows such model aircraft activity. CITY may terminate this AGREEMENT, effective immediately upon notice to HSS, at any time, if HSS breaches this AGREEMENT in any way and/or if CITY determines that HSS'S use of Fairview Park creates a safety or biological hazard. Upon termination of this AGREEMENT, HSS must remove all structures and improvements from the SITE under the supervision of the City within 45 days. The cost of removing said structures and improvements shall be the responsibility of HSS.

HSS may not assign or transfer any of its rights or duties hereunder, either in whole or in part, in any manner whatsoever.

- 11.1 Minimum Scope and Limits of Insurance. HSS shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
 - 11.1.1 Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- 11.2 Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
- 11.3 Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the HSS pursuant to its contract with the City; products and completed operations of the HSS; premises owned, occupied or used by the HSS.
 - 11.3.1 Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - 11.3.2 Other insurance: "The HSS's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
 - 11.3.3 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
 - 11.3.4 The HSS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 11.4 Deductible or Self Insured Retention. If any of such policies provide for a deductible

or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

- 11.5 Certificates of Insurance. HSS shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.
- 11.6 Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which HSS may be held responsible for payments of damages to persons or property.
12. Indemnification and Hold Harmless. HSS agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at HSS's sole expense, from and against any and all claims, actions, suits or other legal proceedings (collectively, "Claims") brought against the City, its elected officials, officers, agents and employees arising out of the actions or inactions of HSS, its members, volunteers, employees, and/or contractors, including, but not limited to, the operation of model aircraft pursuant to this AGREEMENT. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by HSS, its volunteers, employees, and/or contractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of HSS, its volunteers, employees, and/or contractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon or in any way related to HSS, its volunteers, employees, and/or contractors actions and/or inactions pursuant to this AGREEMENT, whether or not HSS, its volunteers, employees, and/or contractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, HSS shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.
13. Whenever possible, each provision of this AGREEMENT will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT is held by a court to be invalid under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this AGREEMENT. This AGREEMENT, and all documents attached hereto or made reference to and incorporated herein, constitutes the entire agreement between CITY and HSS to the subject matter of this AGREEMENT. No addition to, or alteration of, the terms of this AGREEMENT shall be valid unless made in writing and executed by both parties. This AGREEMENT is made and entered into in

the State of California and the laws of said State will govern the validity and interpretation hereof and the performance hereunder by the parties herein. In the event of any legal action to enforce or interpret this AGREEMENT, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

14. All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

CITY:
Parks and Community Services Director
City of Costa Mesa, California
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200

HSS:
President, Harbor Soaring Society
P.O. Box 1673
Cost Mesa, CA 92626

15. This Agreement is entered into for the sole benefit of CITY and HSS and no other parties are intended to be direct or incidental beneficiaries of this AGREEMENT and no third party shall have any right in, under or to this AGREEMENT.
16. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
17. The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers.

Harbor Soaring Society

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Tammy LaTourette
Acting City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Cynthia D'Agosta
Fairview Park Administrator

Date: _____

DEPARTMENTAL APPROVAL:

Justin Martin
Parks and Community Services Director

Date: _____

APPROVED AS TO PURCHASING:

Kelly Telford
Finance Director

Date: _____

Subject: RE: Powered Aircraft and a Graded runway

From: Patricia Martz <p.martz@cox.net>
Sent: Tuesday, June 11, 2019 12:35 PM
To: CITY CLERK <CITYCLERK@costamesaca.gov>
Cc: 'Cc: 'Joyce Perry" <kaamalam@gmail.com>
Subject: Powered Aircraft and a Graded runway

Honorable Costa Mesa City Council,

I am writing to express our concern regarding the continual grading of the runway and powered aircraft use agreement. This is not consistent with the Master Plan which is designed to protect cultural and natural resources within Fairview Park. Fairview Park contains unique and significant archaeological sites that are listed on the National Register of Historic Places and the California Native American Heritage Commissions Sacred Site Inventory. Fairview Park was established in part to protect these unique and significant cultural resources as well as significant and important natural resources. Because of the cultural sensitivity, we are against any unnecessary ground disturbance. Please respect and enforce your Master Plan. It is the right thing to do.

Sincerely,

Patricia Martz, Ph.D.
California Cultural Resources Preservation Alliance, Inc.



Hermosa Beach Office
Phone: (310) 798-2400

San Diego Office
Phone: (858) 999-0070
Phone: (619) 940-4522

Chatten-Brown, Carstens & Minter LLP

2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
www.cbcearthlaw.com

Michelle Black
Email Address:
mnb@cbcearthlaw.com
Direct Dial:
310-798-2400 Ext. 5

June 17, 2019

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Via Email citycouncil@costamesaca.gov, cityclerk@costamesaca.gov

Re: 2019-2020 Use Agreement with Harbor Soaring Society for Use of a Portion of
Fairview Park
City Council Meeting, June 25, 2019

Dear Mayor Foley and Members of the City Council:

We submit these comments on behalf of the Fairview Park Alliance (Alliance). The Alliance's mission is to restore the Fairview Park and educate community members about its unique resources. The Alliance has learned that the City will soon consider approval of the Harbor Soaring Society's contract for use of the airfield at Fairview Park as well as a comprehensive evaluation of the compatibility of flying activity with the Fairview Park Master Plan and Measure AA. The Alliance supports a comprehensive evaluation of flying's inherent incompatibilities with governing Park policies and urges the City to reject the contract for the reasons outlined below.

First and foremost, Fairview Park was created to protect important and unique habitat in the City of Costa Mesa. The 1997 Fairview Park Citizens Advisory Committee's statement of the Park's goals is clear: "Areas will be developed with appropriate vegetation and physical conditions to *create and enhance* varied native habitats such as grassland, woodlands, riparian, alluvial scrub, sand dunes, coastal sage and vernal pools." Native habitats are to be created and enhanced, not diminished in any way. The statement of goals explicitly addresses group activities, including flying, in the Park:

Group activities such as track meets, kite flying, model airplanes, team games, or educational programs are to be confined to the designated trails or turfed areas. This is in keeping with a major concern of the Committee which is the enhancement and protection of the native flora and fauna within the park.

Unfortunately, the use of the Park for flying activities has not kept in line with City goals. The original master plan designated a launch point for silent gliders on the bluff. (2008 Revised Master Plan, Figure 1.) This launch included a “small take-off area” and provided, “Any clearing required for the launch string is not to exceed one foot in width. The plan calls for moving the current site to the east in order to remove the launch string systems from the vernal pools.” (2008 Revised Master Plan, p. 33.)

Since that time, however, the expansion and operation of the airfield have adversely impacted sensitive wildlife and plant species in Fairview Park. The 2005 construction of the airfield graded an area surrounded by mapped vernal pools. While a smaller clearing for string launching was included in the Master Plan, the much larger runway was not. It is incompatible with the governing Master Plan. Vernal pools have long been considered “waters of the United States” under the Clean Water Act and require protection. Fairview Park’s vernal pools contain several species of fairy shrimp listed under the Endangered Species Act, including Riverside and San Diego fairy shrimp. In fact, Fairview Park would have been designated as critical habitat for the San Diego fairy shrimp, pursuant to the Endangered Species Act, if not for the City’s promise to protect this important habitat in Fairview Park. The runway has since been expanded further, to approximately 93,000 square feet.

Aircraft associated with the airfield have been documented harassing birds, resulting in the avoidance of the area by raptors and other species protected by both the federal Migratory Bird Treaty Act and California law. Even unpowered kites adversely affect bird behavior and result in abandonment of nesting and foraging sites. The added noise of airplane motors likely worsens this affect. Pilots must also walk on vegetation to retrieve crashed or powerless planes. As the airfield is surrounded by important vernal pools, the retrieval of aircraft can result in the trampling of individuals of very rare species. The largest collection of the prostrate navarretia (*Navarretia prostrate*) in California, a CNPS category 1B (Plants rare, threatened, or endangered in California and elsewhere), grows near the runway. The area also hosts the only known occurrence of the imperiled little mouse tail (*Myosurus minimus*) plant in Orange County. Even if unintentional, expanded human uses of the vernal pool areas implicate the Clean Water Act and Endangered Species Act, at a minimum.

Notably, the City has never conducted review of the significant biological impacts of the expanded runway pursuant to the California Environmental Quality Act (CEQA). The mitigated negative declaration prepared for the Master Plan discussed construction only at the Placentia Drain. Nor did CEQA review occur when Ordinance 07-01 was passed to permit radio-controlled motorized aircraft and grading of the area.

Moreover, the continued use of the large, graded runway area prevents habitat restoration contained in the 2008 Master Plan. (2008 Revised Master Plan, Section

Mayor Foley and City Councilmembers
City of Costa Mesa
June 17, 2019
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3.5.1.) The Plan provides, “The pools and basins are to be retained, restored, and protected.” (2008 Revised Master Plan, p. 33.) The 1997 statement of goals speaks of creating and enhancing habitat – not grading or fragmenting it. The Master Plan contains an entire chapter about habitat restoration and the importance of vernal pools. The runway sits in the hydrological connection between vernal pools 1 and 4. United States Fish and Wildlife Service has recommended the construction of a boardwalk to protect the vernal pool complex and rare plants from human damage. These restoration plans cannot be accomplished with a 93,000-square foot graded area for motorized airplane use.

The runway and its use are incompatible with the purpose of Fairview Park and the Fairview Master Plan, and the contract for the runway’s continued use should be rejected. The runway, vegetation trampling, and use by motorized airplanes also likely result in violations of the Endangered Species Act, Clean Water Act, and Migratory Bird Treaty Act, among others. It is critical that the City conducts a comprehensive evaluation of the existing runway and flying uses in the Park and that the City conduct this evaluation with the input of the U.S. Fish and Wildlife Service and California Department of Fish and Wildlife. By voting not to renew the Harbor Soaring Society’s contract to use the airfield, and by restoring the airfield’s biological significance, the City has the opportunity to correct its past missteps and preserve Fairview Park’s unique natural resources. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Black". The signature is fluid and cursive, with a large loop at the end.

Michelle Black, on behalf of
Fairview Park Alliance

Subject: FW: Fairview Park Alliance Comments on Harbor Soaring Society User Agreement

From: webmaster@costamesaca.gov <webmaster@costamesaca.gov>

Sent: Wednesday, May 22, 2019 1:53 PM

To: GREEN, BRENDA <brenda.green@costamesaca.gov>

Subject: Fairview Park Alliance Comments on Harbor Soaring Society User Agreement

Message submitted from the <City of Costa Mesa> website.

Site Visitor Name: Debby Koken

Site Visitor Email: deborah.koken@gmail.com

Brenda, please forward the following message to all five members of the Parks, Arts and Community Services Commission. There are functional e-mail addresses for only two of them. Please ensure that they receive it before the meeting tomorrow.

The Fairview Park Alliance asks the Parks, Arts and Community Services to recommend against the Harbor Soaring Society User Agreement as written. We support the low impact use of quiet unpowered RC gliders in Fairview Park, which is listed as an acceptable use in the original Fairview Park Master Plan (FPMP pg. 33). We do not support the use of powered remote control aircraft which present noise and safety issues for other park users as well as for the wildlife that call Fairview Park home.

There is no need for a runway with the model glider airplanes permitted in the Fairview Park Master Plan (FPMP). The two launch sites for such gliders would not exceed one foot in width and 600 feet in length. (FPMP pg. 33) The current runway has increased to now encompass 1.2 acres. It occupies a vernal pool which filled with endangered plants and animals, in an area which is prime hunting ground for threatened birds. No required EIR's were carried out when the city authorized the runway expansion in 2011.

The HSS area does not comply with Academy of Model Aircraft (AMA) Safety Codes which require a distance of 250 feet between high powered airplanes and the public. The HSS area is less than 25 feet from the public right of way.

The Harbor Soaring Society should not be permitted, much less required, to grade or mow within Fairview Park. The passage of Measure AA in 2018 means that no grading can be carried out in Fairview Park without a public vote.

The Fairview Park Alliance urges the Parks, Arts and Community Services Commission to recommend against the HSS agreement, which violates both the Fairview Park Master Plan and Measure AA.

Debby Koken
Secretary
Fairview Park Alliance

From: james hambly <wormwood29@hotmail.com>
Sent: Saturday, June 22, 2019 7:26 PM
To: CITY COUNCIL; CITY COUNCIL; CITY CLERK
Cc: Brian Bucknell
Subject: 2019-2020 Use Agreement with Harbor Soaring Society for Use of a Portion of Fairview Park City Council Meeting, June 25, 2019

I would like the city to deny the soaring group flying priveledges until a new agreement is drawn up that adhere's to the master plan. Somehow, electric planes were ok'd illegally in 2005 and they are chasing out the local bird population. Gliders and no noise planes were o.k. With me as they were non intrusive. Drones and electric planes are a violation of the code in the master plan. My family enjoys going to the park and bird watching. Lately we have seen hawks and other birds being chased for fun by electric drones and planes at the park. This has to stop. I dont know how the electric planes were ok'd in the first place, but the area was not designed and the park use is NOT for drones and electric planes. Furthermore, it is horrible noise pollution to go to the ponds and listen for birds and hear loud rc plane engines. I go to back bay and have to deal with john wayne planes, i go to fairview and have to deal with remote control planes.

Please protect fairview park and go back to abiding by the master plan.

Thank You,

The Hambly Family,

Residents and home owners in the College Park neighborhood since 1958.

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From: Lena Jones <lena.jones.nz@gmail.com>
Sent: Sunday, June 23, 2019 12:30 PM
To: LETOURNEAU, TAMARA; GREEN, BRENDA; CITY CLERK
Cc: BARLOW, KIMBERLY HALL
Subject: Harbor Soaring Society Use Agreement

Dear City Manager,

I have a few questions about the Harbor Soaring Society Use Agreement.

The FAA says that RC aircraft can't fly over 200' in altitude with a boundary of 660' at Fairview Park. Why does the city tell people 400' with a much larger boundary?

Also, I don't see anywhere in the master plan this activity is allowed. Who put the runway in? How did they get it approved? Who is responsible for the runway? Who wrote the use agreement?

Here is information about the runway in Fairview Park from a link on an FAA site.

SITE NAME Harbor Soaring Society 2
SITE ID 23822
LATITUDE 33.66
LONGITUDE -117.94
CITY Costa Mesa
STATE CA
ZIP CODE 92627
CEILING 200
BOUNDARY 660
UNIT Feet
POC More info
LAST EDIT DATE 4/1/2019

<https://udds-faa.opendata.arcgis.com/>

Lena

From: Lena Jones <lena.jones.nz@gmail.com>
Sent: Monday, June 24, 2019 9:28 AM
To: GREEN, BRENDA; CITY CLERK; LETOURNEAU, TAMARA; BARLOW, KIMBERLY HALL
Subject: CEQA Review For Runway June 25th Agenda Item

Dear City Manager,

If a runway was illegally graded in the park in 2005 without any public notice or meeting or environmental review like other illegal projects that have taken place over the years, why was there no CEQA review for the Harbor Soaring Society Use Agreement on the June 25th city council agenda?

This represents a significant CEQA change as the aircraft they are flying are different than when it was first graded. The FAA ceiling limit is different, the decibels of the aircraft are different, the park has more endangered species now. That represents an increase in the environmental resources of the park.

Where can I find documents that show the city followed the law with regards to the runway?

Lena



*Sea and
Sage Audubon*

P.O. BOX 5447, IRVINE, CA 92616-5447

(949) 261-7963

June 23, 2019

Honorable Mayor, Katrina Foley
City of Costa Mesa
695 W. 19th Street
Costa Mesa, CA 92627

Cc: Cynthia D'Agosta, Fairview Park Administrator

Subject: Comments to the Proposal to Update HSS Permit at Fairview Park

Dear Mayor. Foley,

We are writing on behalf of Sea and Sage Audubon Society (Sea and Sage) regarding the proposal to approve an updated, one-year use agreement with the Harbor Soaring Society (HSS) at Costa Mesa Fairview Park. Sea and Sage is a local chapter of the National Audubon Society with many members residing in Costa Meas. We are particularly interested in the open spaces in Costa Mesa because of the city's commitments to protecting and restoring natural habitats and because the relatively small area supports multiple threatened, endangered and other rare species.

First we commend for its intent and commitment to restoring the area and for its efforts to balance wildlife protection with recreation opportunities.

A considerable amount of information collected by residents and volunteers supports concerns that at least some of the powered aircraft use in the park conflicts with the well-being some or all of the sensitive species, including the California Gnatcatcher, Burrowing Owl, White-tailed Kite various other raptors, fairy shrimp and plants. At least one Sea and Sage member (and Costa Mesa resident) has personally witnessed aircraft operation that seemed to have been intentionally disturbing nesting White-tailed Kites and California Gnatcatchers by flying and hovering directly over the top of nests, while the birds were making obvious attempts to chase away the aircraft. Reports such as these give us a concern that there must be at the least a good deal of misinformation about what disturbance is and little understanding or no concern on

*Sea & Sage Audubon Society's mission is to protect birds, other wildlife,
and their habitats through education, citizen science, research, and public policy advocacy.*

www.seaandsageaudubon.org

the part of some that the activities may be illegal and certainly harmful to the birds. This also suggests that oversight and policing of the airfield should be increased for better protection of the birds and other protected species. We understand that one or more event does not necessarily reflect everyone's actions, but bad behavior does seem to be occurring frequently.

We would like to clear up a few misconceptions we have been hearing about disturbances to birds from model aircraft:

1. It is not in any way "good" for birds to spend time chasing off, or flying with, model aircraft. This is simply harassment, potentially physically harmful and always drain on energy resources
2. Birds are not attracted to airports because the aircraft are good for them. Many birds, including many raptor species inhabit the open spaces adjacent to runways at airports because the open spaces are protected areas. The flight paths themselves are very dangerous, but are often avoided, somewhat like a bird avoiding a river or freeway but surviving precariously along the edges. This is not comparable to a radio-controlled air park because the aircraft do not use an avoidable flight pattern, but rather use most of the open space adjacent to runways and launch ways – where there is no safe zone.
3. Habitat restoration of the natural habitats has brought back sensitive species that have recently been absent or rare in the park, such as California Gnatcatchers. They are however not new to the area. Burrowing Owls, White-tailed Kites and probably gnatcatchers were relatively common when HSS and others began flying in the area.
4. The term "Take" of a special status species can have a number of interpretations. Under the Federal Endangered Species Act Take is; "*to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.*" Intent that is required to meet some of the definitions of Take and some Take can be considered incidental under a permit when it is unintentional and not expected. However, when disturbance or harm occurs repeatedly, even when it is unintended but is reasonably predictable, it can be considered negligent and deemed the same as intentional. Disturbance that causes the failure or death of eggs, chicks or adult sensitive species, especially when it is predictable is Take.

Birds like most wildlife exist mostly the edge of survival. They often do not have large energy reserves and need to spend the majority of their time securing food, protecting their territory, raising young and resting. For most rare or sensitive species, energetics (the balance between intake and expenditure of energy) is critically tight. This is especially true during the nesting season and most important for specialized species with complicated life histories, such as White-tailed Kites. When any bird, particularly predatory birds (raptors) and insectivorous birds such as gnatcatchers spend precious time and energy staving off threats from things like RC model aircraft, they are at a significant risk of harm and potentially death. Their nests and chicks can be impacted and even caused to fail.

Sea & Sage Audubon Society's mission is to protect birds, other wildlife, and their habitats through education, citizen science, research, and public policy advocacy.

www.seaandsageaudubon.org

Also, we have been attempting to piece together and understand multiple city plans, permits, and voter measures regarding Fairview Park. We repeatedly come across policies that seem contradictory. For instance, Measure AA and the Master Plan seem to account for the use of Glider Planes only. The introduction of gas-powered aircraft, helicopters and drones seems to have been in direct conflict with these policies. We are confused as to how this came about and how approving an updated agreement with HSS can occur before the various policies and other permits are sorted out.

In order to assure that sensitive species are protected and management planning is consistent with the city's stated goals, we ask that Costa Mesa work with the appropriate wildlife agencies, including USFWS and CDFW. Also, we encourage you to engage local conservation organizations with specific expertise's, such as Sea and Sage Audubon Society, California Native Plant Society, Orange County Society for Conservation Biology and others to help improve or replace current policies with a new more inclusive model such as a Habitat Conservation Plan.

We have spoken briefly with USFWS and share some of their concerns. Whether or not HSS receives a new permit immediately, we request that at a minimum the following basic steps be implemented.

1. Require a permit or license for all users of the airspace at Fairview Park
2. Provide adequate signage and public education about rules protecting plants, birds, fairy shrimp and all sensitive species at the park.
3. Place limitations or restrictions on the use of loud aircraft either permanently or seasonally to avoid the peak nesting season for birds at the park.
4. Improve city oversight and enforcement of all aircraft and activities in Fairview Park.
5. Clearly identify and mark with signage or fencing sensitive habitats.
6. Monitor and study the daily use of aircraft and how guidelines, regulations and policies can be improved to protect sensitive resources while enhancing the aviation experience.
7. Work with experts in corresponding fields to explore the feasibility of studying impacts to sensitive species from aircraft and other activities in the park.
8. Determine and clarify what activities are appropriate for the park and eliminate those that do not fit – and rectify that list with the Master Plan and Measure AA.
9. Develop or improve existing conservation plans to protect the natural resources balanced with appropriate recreation activities as possible.
10. Eliminate or reduce activities that cause predictable and negligent impacts and/or Take of sensitive species.

Sea & Sage Audubon Society's mission is to protect birds, other wildlife, and their habitats through education, citizen science, research, and public policy advocacy.

www.seaandsageaudubon.org

11. Seek and acquire the appropriate permits, potential through an HCP process, for incidental Take of sensitive species.

12. Provide city and wildlife agency oversight for maintenance and/or improvements by HSS.

Thank you for your consideration. We look forward to working with the city and have offered our assistance with developing and potentially participating in wildlife studies if they are deemed feasible and appropriate. Please contact us if you have any questions,

Thank you,



Susan Sheakley, Conservation Committee Chair

949 552-5974



Scott Thomas, Raptor Research Committee Chair

949 293-2915

*Sea & Sage Audubon Society's mission is to protect birds, other wildlife,
and their habitats through education, citizen science, research, and public policy advocacy.*

www.seaandsageaudubon.org

From: Ranell Nystrom <private-idaho@comcast.net>
Sent: Tuesday, June 25, 2019 1:03 PM
To: CITY COUNCIL; FOLEY, KATRINA; STEPHENS, JOHN; GENIS, SANDRA; CHAVEZ, MANUEL; MARR, ANDREA; MANSOOR, ALLAN; REYNOLDS, ARLIS
Cc: CITY CLERK
Subject: 2019-2020 Use Agreement with Harbor Soaring Society for Use of a Portion of Fairview Park City Council Meeting, June 25, 2019
Attachments: 65194645_2391610900897481_5973081382996410368_o.jpg; 64975121_2391603450898226_6147708547024027648_o.jpg; 65551706_2391603907564847_5738547173310595072_o.jpg; 65230717_2391604387564799_335131187095797760_o.jpg

Dear Council Members,

Please accept this email as a formal statement of opposition on the subject proposal and make this statement a part of the public record.

I urge the Council to deny this 1 year use agreement which includes operating a graded runway and electric powered aircraft in Fairview Park. This is not an appropriate park for such a use, nor is it legal to use it as such. Electric planes were erroneously allowed many years ago and it's time to correct the mistake. The grading of a runway and allowing electric powered aircraft also violates the Fairview Park Master Plan (FPMP). The FPMP does not allow grading of a runway or flying anything other than gliders and kites. It specifically states *glider and kite activity must be done in a location away from vernal pool habitat*. **The City of Costa Mesa promised the U.S. Fish and Wildlife Service that it would follow the FPMP, and further the City of Costa Mesa convinced the USFWS to not define 43 - 74 acres of the park as critical habitat per the Endangered Species Act.**

It also does not appear there was a biological monitor present to protect biological resources when the runway was graded for the first time **or multiple times thereafter (90,000 square feet in 2009 alone)**. The same is true for a Native American monitor to protect cultural resources even though the park was part of one of the largest Native American villages in Orange County.

Denying the use agreement does not mean people can't fly gliders or kites as they are already listed in the FPMP. It doesn't even mean a runway or powered electric aircraft can't operate somewhere in the park in the future. **The City of Costa Mesa would just need to follow the law like any other use.**

Specific to public safety, a previous Parks Commission meeting brought up how the runway does not appear to conform to AMA guidelines. For many years, residents and park users have cited the noise, speed of aircraft, size of aircraft, runway being next to a bike and pedestrian trail, flight path that goes over trails, lack of enforcement of fly rules, high numbers of **unpermitted** flyers from outside the city, low numbers of permitted flyers (only 28 are residents of Costa Mesa), vernal pool habitat damage, predatory birds not being able to forage for food in their former habitat, resident birds not being able to nest in the area, and migratory birds not being able to use the park as a stopover in Spring because the flight path is directly over the vernal pool habitat. There are many photos of white-tailed kites hunting and finding nesting materials in the runway area while aircraft are flying (see attached photo). White-tailed kites (as well as many other park dwellers) are a fully protected species.

Many people, including my family, have bird watched at Fairview Park for years. This park is a sensitive area.....an area that requires non-intrusive use **without noise pollution** from loud remote control plane engines. Recently, we have witnessed vultures, hawks and other birds being harassed and chased for fun by electric drones and planes! **Drones and electric planes are a violation of the code in the FPMP. This is so not acceptable!** This is habitat for all the wildlife and birds of prey. It is there only for us to enjoy and protect.

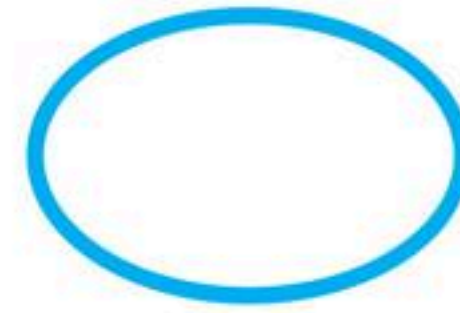
Fairview Park needs to be protected as a nature park, along with the 30 rare or endangered species that have been documented. Please protect Fairview Park and go back to abiding by the Fairview Park Master Plan. Denying the 1 year use agreement is the right thing to do.

Thank you for your consideration.

Ranell Nystrom
420 Bucknell Road
Costa Mesa, CA 92626

Attachments

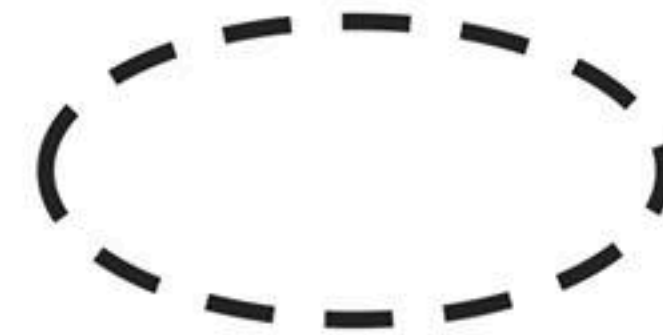




Vernal pools



Fly field



Flight area of influence



Fairview Park boundary

11/2009



Ruler

Line Path **Polygon** Circle 3D path 3D polygon

Measure the distance or area of a geometric shape on the ground

Perimeter: 1,449.23 Feet

Area: 92,990.05 Square Feet

Mouse Navigation

Save Clear

Google Earth

1994

Imagery Date: 11/14/2009 33°39'37.80" N 117°56'26.16" W elev 0 ft eye alt 762 ft



APPROVAL OF THE USE AGREEMENT WITH HARBOR SOARING SOCIETY FOR THE USE OF A PORTION OF FAIRVIEW PARK

June 25, 2019

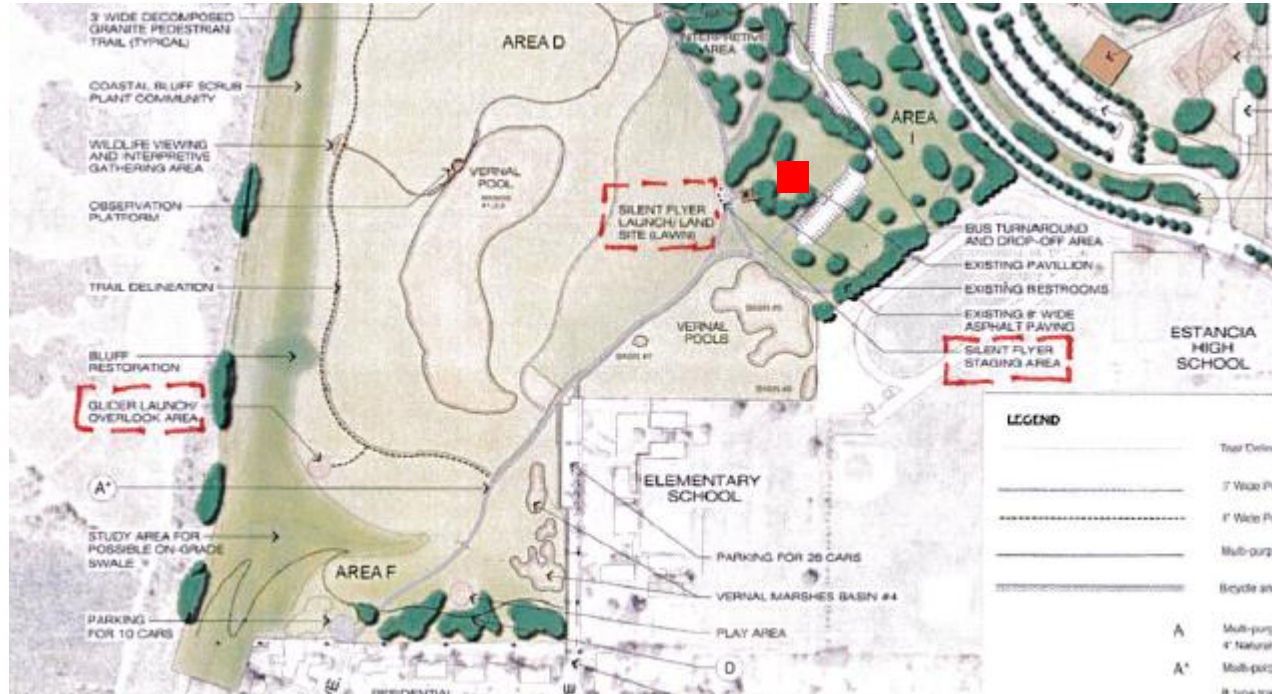


BACKGROUND

- 2005 - fly field strip 150' x 450' created for safe landing/take offs
- 2006 - 1st 1 year Use Agreement
- 2007 - 3 year Use Agreement; Ordinance, Rules & Permits adopted by PACS Commission and City Council
- 2011 - 3 year Use Agreement
- 2014 - HSS Agreement with City for 5 year term
- 2019 - New agreement for one year while we evaluate compatible uses



FAIRVIEW PARK MASTER PLAN ILLUSTRATION



FAIRVIEW PARK MODEL FLYING FIELD FLIGHT AREAS, PATTERNS & RULES

PREPARED BY THE HARBOR SOARING SOCIETY
APPROVED BY THE CITY OF COSTA MESA 4/21/10



SLOPE

E-POWER NO-FLY ZONE
OVER PATHS, WINCH LINES, PIT AREA
AND SOUTH OF SCHOOL FENCE LINE
(EXTENDED AS SHOWN)

SLOPE SOARING AREA — GLIDER FLYING AREA
(NO POWER FLYING)

GENERAL NO-FLY ZONE
SOUTH OVER RESIDENTIAL AREA

GENERAL E-POWER/GLIDER FLYING AREA*
(GLIDERS HAVE RIGHT-OF-WAY)

WINCH TURNAROUND

HAND LAUNCH AREA**

HISTART AREA**

VERNAL PONDS

PARKING AREA
CANYON DRIVE

GENERAL NO-FLY ZONE
SOUTH OVER SCHOOL, PARKING, CANYON DRIVE
WALDORF SCHOOL

FIELD RULES - SUMMARY
(SEE WWW.1HSS.ORG FOR COMPLETE TEXT)

- NO FLYING BEFORE 7:00 am
1. Applicable AMA Safety rules apply to all pilots and models.
 2. All pilots (except qualified visiting contestants) must have a valid permit. Permits are issued by the City of Costa Mesa: Weekdays: 77 Fair Dr., 3rd floor, Rec. Counter (8am-4:30 pm) 714-754-5300
 3. Maximum altitude is 400 feet.
 4. Maximum take-off weight is 10 lbs.
 5. All pilots must use an appropriate clip on the frequency board - prior to turning on any transmitter except (2.4 GHz).
 6. All e-power pilots must use the pilot stations adjacent to the pit area.
 7. All pilots must fly within the appropriate areas as show on the map.
 8. All pilots must use the appropriate flying patterns as shown on the map.
 9. All pilots, visitors, and models shall remain out of the vernal ponds if possible.
 10. All pilots must fly at a safe distance from park users and wildlife.

NOTES:
* Except for take-offs and landings, all e-powered flying must be conducted northwest of the runway - including acrobatics, low-passes, and general flying.
** Hand launch/multi-start glider pilots should coordinate specific launch locations with any winch operators present.

PICNIC SHELTER
REST ROOMS
PARKING AREA

PILOT STATIONS
PIT AREA/TABLES
FREQUENCY BOARD

VERNAL PONDS

NO-FLY ZONE

HSS CONTAINER

PAVED PATH

UNPAVED PATH

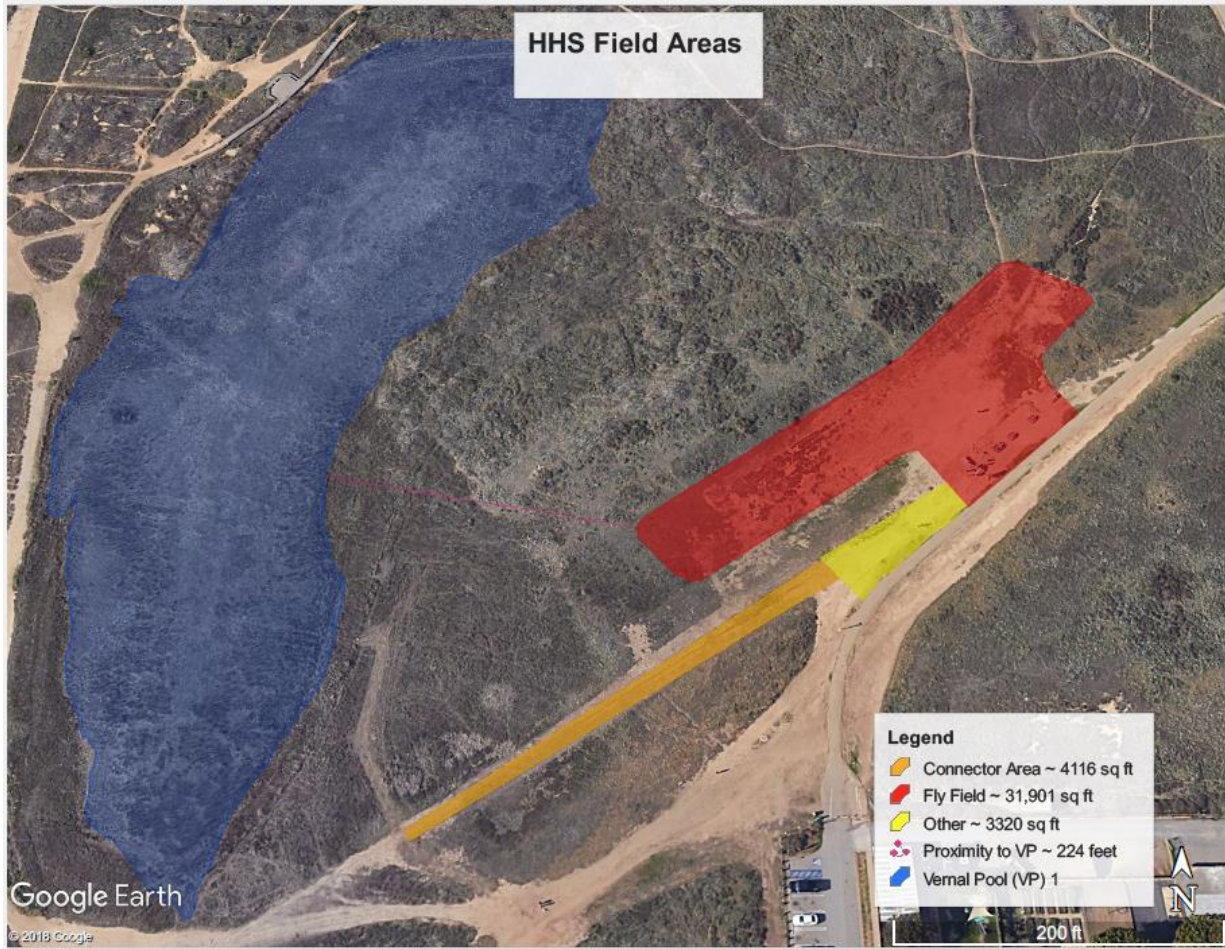
WINCH LAUNCH AREA

RUNWAY (50' x 350')

TAKE-OFF/LANDING FLIGHT PATH
(BASED ON PREVAILING WIND)

LIMITED HELICOPTER FLYING AREA







Pl



– Parks and Community Services

+ Adoptable Animals

+ Adult sports

Mobile Recreation Program

Aquatics program

+ Community centers, Golf Course, Senior Center, Tennis Center

Community Gardens

Contact your Parks and Community Services commissioner

Lions Park Events Calendar

Map of city facilities

+ Map of city parks

Model aircraft/drone flying permits

+ Park rentals

Parks, Arts & Community Services Commission

Parks and Recreation FAQ's

Parks & Community Services Staff and Programs Directory

Photo Contest

Recreation classes sign-up

[City Hall](#) » [City departments](#) » [Parks and Community Services](#) »

MODEL AIRCRAFT/DRONE FLYING PERMITS

Font Size: [+](#) [-](#) [+](#) [Share & Bookmark](#) [Feedback](#) [Print](#)

Model airplane flying site is at Fairview Park, 2525 Placentia Ave. in Costa Mesa.

Fairview Park is a public flying site for model aircraft. The City of Costa Mesa's Model Aircraft Flying Regulations for Fairview Park defines a model aircraft as, "all forms of radio controlled gliders, electric motor gliders, electric powered model airplanes, electric helicopters, but does NOT include free flight models or toy planes." No internal combustion engine powered aircraft, rockets, and aircraft exceeding 10 pounds may be flown in the city. Parking for the flying site is at the end of Canyon Drive. Fairview Park is open during daylight hours. The flying field is subject to closure for special events a few times per year.



A permit to fly radio-controlled model aircraft is required to operate model aircraft at Fairview Park. You must also show proof of adequate liability insurance in the form of a current Academy of Model Aeronautics (AMA) membership card or a current homeowners/personal liability policy specifically covering model aircraft operation with a minimum limit of \$500,000. Rules and regulations for flying the model aircraft can be found in the City of Costa Mesa Municipal Code, Title 12, Chapter II, Articles 2 & 3.

- [FAA Unmanned Aircraft Rules, Regulations and FAQ's](#)

- [Register your Unmanned Aircraft](#)

- [Harbor Soaring Society's Information](#)

- [AMA safety code](#)

- [Parks and Community Services Department flying rules](#)

- [Costa Mesa Model Aircraft Ordinance](#)

- [Harbor Soaring Society flying field rules](#)



FAIRVIEW PARK STEERING COMMITTEE AND PARKS, ARTS AND COMMUNITY SERVICES COMMISSION ACTIONS

- **APRIL 10, 2019 FAIRVIEW PARK STEERING COMMITTEE APPROVED, AND**
- **MAY 23, 2019 THE PARKS, ARTS, AND COMMUNITY SERVICES COMMISSION APPROVED:**
- **A COMPREHENSIVE EVALUATION OF THE VALUE OF PARTNERSHIP BETWEEN HSS AND THE CITY, AND THE COMPATIBILITY OF ALL FLYING ACTIVITY WITH THE MASTER PLAN FOR FAIRVIEW PARK AND MEASURE AA, BE DONE BY THE CITY STAFF, CITY ATTORNEY, HSS, AND THE STEERING COMMITTEE WITHIN THE NEXT YEAR (JUNE 2019-JUNE 2020)**



ONE YEAR EVALUATION OF PARTNERSHIP VALUE & COMPATIBILITY OF USE AT FAIRVIEW PARK

- Same timeline as Steering Committee's Master Plan review
- Provides for seasonal reviews of both public use and avian patterns
- Collect data on use patterns; opportunities for use modification may come out of study (limit days open, types of flyers, seasonal, etc.)
- Public participation (2-3 general meetings) with all types of park users
- Coordination of research with agencies, organizations, and academia
- Conduct research analysis on compatibility of use with continued restoration plans



RECOMMENDATIONS:

1. Approve a new updated use agreement with the Harbor Soaring Society (HSS) for a period of one year, July 1, 2019-June 30, 2020 (Attachment 1); and
2. Direct staff to conduct a comprehensive evaluation of the value of the partnership between HSS and the City, and to assess the compatibility of all flying activity with the Master Plan for Fairview Park and Measure AA, as recommended by the Fairview Park Steering Committee (FVP SC) and the Parks, Arts and Community Services Commission (PACS), within a one-year period (July 2019-June 2020).



Harbor Soaring Society at Fairview Park City of Costa Mesa, California

(Once Known As The Max Freed Memorial Field)

A presentation made to the:
City Council
City of Costa Mesa, California
June 25, 2019

Topics to be presented:

Harbor Soaring Society (HSS) History

Current Flying Field Operations

Statistics and Membership

Community Benefits



Founded 1964

First AMA Chartered Soaring Club

Silver Leader Club 2009

Gold Leader Club 2011



Harbor Soaring Society at Fairview Park

★ *History* ★

- Club Founded with 10 members, in 1962.
- Model Flying Started at Fairview Park in 1963.

- No park in 1963
- Land belonged to CA state
- Before the two schools were built.
- Huge area bounded by Fairview State Hospital on East
- Before Placentia Ave divided area.



Harbor Soaring Society at Fairview Park

★ *History* ★

- In the Early Years, all Flying was Done off the Bluffs.
- In 2000, trees planted in Talbert park below bluff reduced wind and air lift.



Harbor Soaring Society at Fairview Park

★ *History* ★

- Winch-Lofted “Thermal Flying” becomes Popular in the 1980’s.
- Gliders are also “tossed” to chase thermals.



Harbor Soaring Society at Fairview Park

★ *History* ★

Beginning of Electric Power

- In the early 80's flyers started to develop airplanes with electric power.



Harbor Soaring Society at Fairview Park

★ *History* ★

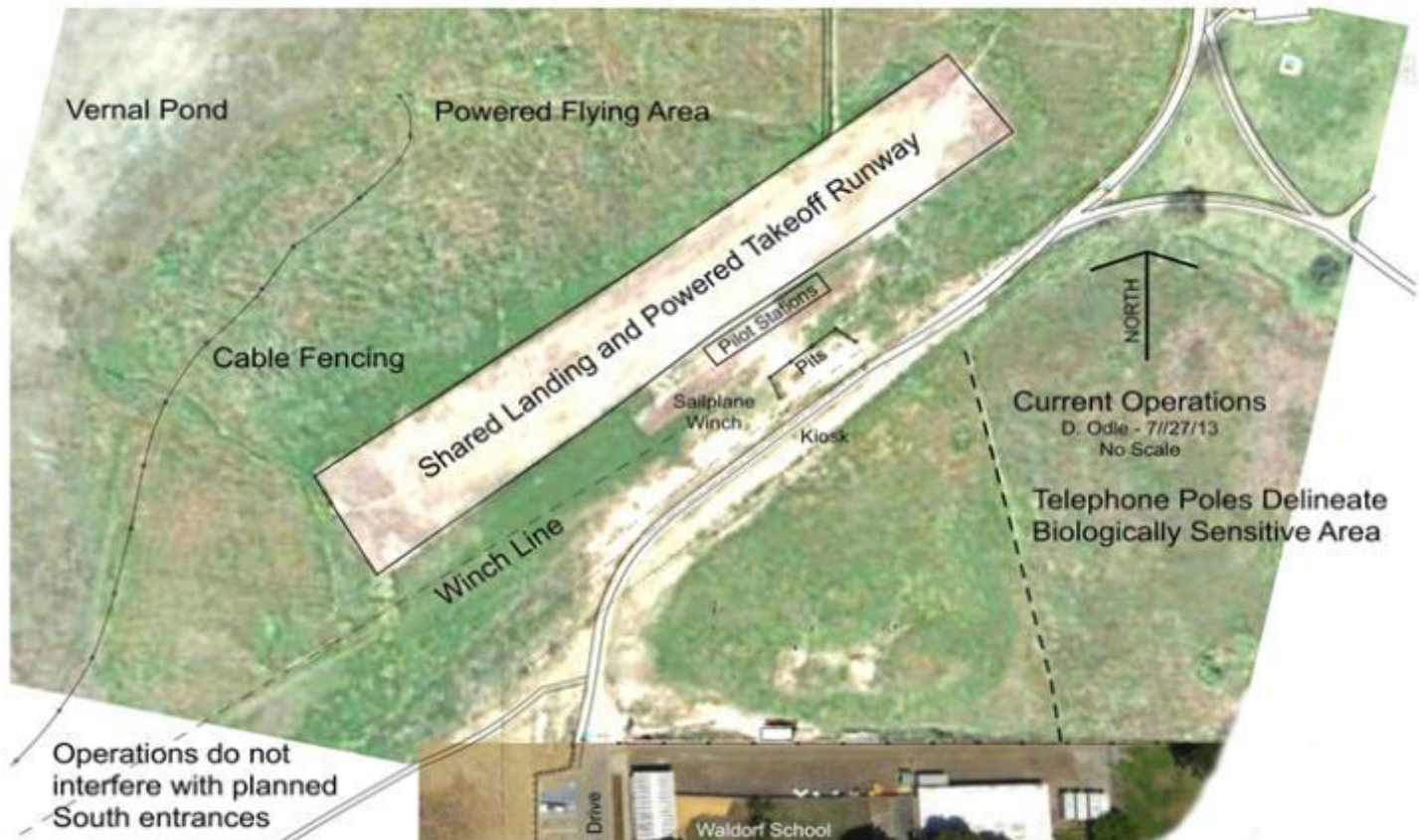
- Early 2006, Harbor Soaring Society Plans and Develops a Runway.
- Beginning of a New Era... Electric Powered Aircraft!



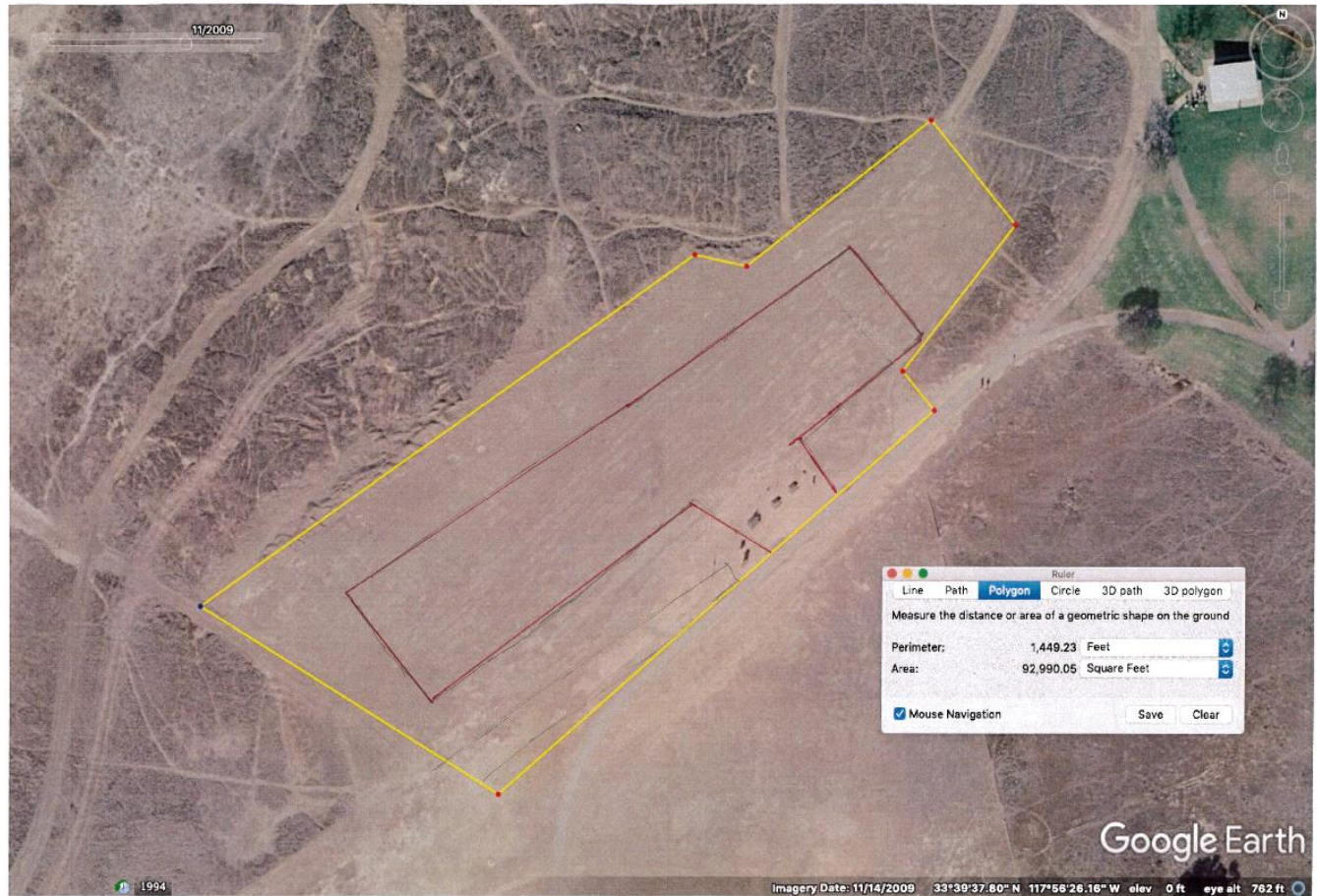
Harbor Soaring Society at Fairview Park

★ *Part of the Fairview Park Master Plan* ★

- ✧ Runway Area – 0.9 Acres, Ancillary Areas (Pits, Pilot Stations, Sailplane Launch Area) - 0.3 Acres.
- ✧ A total of 1.2 Acres, or 0.5% of the 208 total acres within Fairview Park.



Relative Size of Current Runway



Yellow is runway area in 2009
Red outline is approximate current runway.

Harbor Soaring Society at Fairview Park

★ *Current Flying Field Operations* ★

- ✧ Rules in accordance with AMA regulations, restricted to suit local conditions as imposed by the HSS and the city including: Electric power or gliders only, 10 pound limit and flight area and altitude restrictions. Rules are posted at the field for instruction of new fliers.
- ✧ Extensive flight training program to maintain flight proficiency.
- ✧ HSS members, when present, offer oversight of flight operations.
- ✧ Constant stewards of the Fairview Park
- ✧ Field maintenance done on volunteer basis with no cost to city.
- ✧ Communicates all notices regarding field operations to members.

Harbor Soaring Society at Fairview Park

★ *Statistics and Membership* ★

The Harbor Soaring Society is first AMA chartered Soaring Club in the United States

- ✧ All HSS members must hold AMA membership plus pay required city permit of \$55.
- ✧ All AMA members must fly by strict safety guidelines and best practices.
- ✧ All AMA members are covered by **\$2.5 million liability insurance.**
- ✧ **Current** number of paid HSS members: 60 to 80

- ✧ Number of non – HSS members using the runway: Approximately **100.**
Non member fliers must have city permit and provide proof of insurance.

- ✧ HSS is not aware of any safety or injury issues as a result of its operations.

Harbor Soaring Society at Fairview Park

★ *Community Benefits* ★

- ✧ HSS maintains the flying field and associated equipment at no cost to the city or any cost to those permitted fliers not members of the club.
- ✧ All users of the field pay a city permit fee of \$55 per year. It is estimated that provides ~\$10,000 income to the city.
- ✧ HSS contributes to the environs through its continuing park cleanup events and we look forward to doing so in the future.
- ✧ HSS has no desire to expand its operations and is **opposed** to paving any portion of the park land and **opposed** past solicitations from the City to asphalt a joint use runway / parking lot.
- ✧ HSS offers free flying lessons to all, batteries included!
- ✧ HSS operations actively occupy approximately **1.2 acres of park land out of the 208 acres of total park land, or approximately 0.5%**. HSS believes this is a very worthwhile benefit the community.

Harbor Soaring Society at Fairview Park

★ *Community Benefits* ★

- During daylight hours, for the last 55 years, HSS has been a constant adult presence in Fairview Park. Reducing crime and policing cost to the City.
- Over the decades, HSS has been the **only organized entity opposed to commercial development of the park**... preserving the property in its original state... HSS has been park guardian/savior, not nuisance/detriment!

Harbor Soaring Society at Fairview Park ★ *Community Benefits – Youth Participation* ★

Construction of HSS Kiosk. A joint effort between HSS members and Boy Scout Troop 711. Team effort at it's Best !



★ Harbor Soaring Society at Fairview Park
Community Benefits – HSS Installation of Park Signage ★



Circa 2008

Harbor Soaring Society at Fairview Park *Community Benefits – Park Cleanup*



HSS ACTIVITIES: And We Actually Do Real Work, No Cost To City



Thanks To E-blast & Dedication, Big Group For Park Cleanup



Many Loads Of Trash, General Director Henry,
Son and President Jesse In The Thick Of Things!

★ Harbor Soaring Society at Fairview Park *Community Benefits – HSS Aerial Photography* ★



Aerial photo taken to assist the Orange County River Park Committee, determine degree of storm water intrusion into “Wetlands” adjacent to HB power plant.




Aerial photo taken to document completion of water features in North end of Fairview Park.

Harbor Soaring Society at Fairview Park


★ Community Benefits – HSS Participation in Imaginology ★





IMAGINOLOGY

o FULL S.T.E.A.M. AHEAD o



Friday, April 12 : 9 am - 3 pm
Saturday, April 13 : 10 am - 5 pm
Sunday, April 14 : 10 am - 5 pm

Save the Date! Please join us as a Feature Demonstrator as we celebrate the positive accomplishments of Orange County's youth.

IMAGINOLOGY: Encouraging young people to explore, discover and connect with Science, Technology, Engineering, Arts and Mathematics (STEAM). Harbor Soaring Society's model aircraft exhibit and simulator demonstration.


Imaginology is a free three-day, family-friendly event featuring STEAM-related exhibits, hands-on activities and workshops for all ages, contests, entertainment, food and more.

We are inviting organizations like yours and individuals to share their work or hobby and educate our youth as a Feature Demonstrator. The participation of crafters, hobbyists, artists and educators contributes greatly to the success of Imaginology. This is an exceptional opportunity to have fun, interact with people and promote your craft or hobby.


To learn more about Imaginology go to ocfair.com/steam.

The link for the online Demonstrator Form will be emailed to you.

WE HOPE YOU WILL JOIN US!



For additional information contact Chris at (714) 308-1815 or cgur@ocfair.com



This annual non-profit educational event is sponsored and underwritten by the OC Fair & Event Center.



Harbor Soaring Society at Fairview Park

★ *Community Benefits – Introduction to the Miracle of Flight* ★



Ted Broberg with Art, Doing Well



Future Airline Pilots Learn from a Pro



Model Airplanes... A Family Affair



Tina After First Flight, Big Grin

★ Harbor Soaring Society at Fairview Park
Young Members of HSS Get Flight Training ★



Jack Rass with his Panther model



Justin Tam won the Youth Leadership Award from AMA including all-paid 7 day trip to Muncie, Indiana, for Camp AMA training and flying.

★ Harbor Soaring Society at Fairview Park
Community Benefits – Educational Outreach ★

HSS members teaching local students the elements of aircraft design.



Davis, Whittier and Wilson schools have all benefited from HSS-taught aeronautical programs.

STEM curricula in High Schools curricula (**S**cience – **T**echnology –
Engineering – **M**athematics)

★ Harbor Soaring Society at Fairview Park *Community Benefits – Respect for the Environment* ★



HSS members probably spend more time in Fairview Park than any other constituent group. As such, we are keenly aware of the unique and fragile ecology therein.

To better educate ourselves... we on occasion, invite local experts to our monthly lecture series.

Harbor Soaring Society at Fairview Park

Plans for the Future

HSS is asking for a one year renewal of the current use agreement.

During the coming year the Costa Mesa Parks and Community Services staff and Harbor Soaring Society will work toward improving the operation of the flying field. Our goal is an improved agreement benefiting the park environment and all park users.

The Harbor Soaring Society recognizes that our presence at Fairview Park is a privilege, not a right... Our membership is profoundly thankful to the citizens of Costa Mesa for the 50 years you have allowed us to call Fairview Park, our home.

