Development Standards

Napa County

Napa County Airport (APC)

May 7, 2019
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1. INTRODUCTION

1.1. Purpose

By adopting these Development Standards as well as through its other policies, Napa County desires to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport’s long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

The purpose of these Development Standards is to (a) set forth design and construction standards, policies, and procedures for the development (including construction, modification, and/or renovating) of aeronautical and non-aeronautical land and/or Improvements at the Airport; (b) promote attractive, high-quality, consistent, compatible, and sustainable development; (c) protect persons and Property; and (d) preserve and/or enhance the Airport.

1.2. Goal and Objectives

It is the goal of the County to preserve and/or enhance the Airport for the benefit of Lessees, Sublessees, Operators, customers, users, and the community and to ensure the Airport is developed in a high-quality manner consistent with sound fiscal management and best practices while ensuring the provision of essential infrastructure, Improvements, and amenities. The County has established the following objectives to help achieve this goal.

- **Economic** – Preserving property values and enhancing investments and Airport revenues
- **Environmental** – Conserving natural resources and features while minimizing adverse impacts on the environment
- **Function** – Encouraging imaginative and innovative development of land and Improvements while maintaining high standards and being able to respond to changes at the Airport, in the market, and within the industry
- **Visual** – Incorporating variety, interest, and high-quality standards for architectural and landscape design and construction
- **Social** – Maintaining an amenable relationship between the Airport and the surrounding community

1.3. PMCD General Provisions

These Development Standards incorporate, by reference, the Primary Management and Compliance Documents (PMCDs) General Provisions set forth in Appendix A of the Rules and Regulations.

1.4. PMCD Definitions

The terms defined in Appendix B of the Rules and Regulations and identified by use of a capital letter, whenever used in these Development Standards, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.5. Compliance

These Development Standards shall not preclude any entity associated with development of land and/or Improvements at the Airport from adhering to any State of California and Napa County codes, ordinances, or other Legal Requirements.
1.6. **Applicability**

These Development Standards specify the requirements which must be met by any entity associated with development of land and/or Improvements at the Airport.

- No entity shall be permitted to develop land and/or Improvements under conditions that do not, in the County’s sole discretion, comply with these Development Standards, unless an exemption or variance has been granted in advance and in writing by the County.

If these Development Standards are amended after an entity associated with development of land and/or Improvements enters into an Agreement, the entity shall not be required to comply with the amended Development Standards, except as provided for in such Agreement, until such time as the:

- existing Agreement is amended;
- the County approves an assignment to another entity; or
- entity enters into a new Agreement.

1.7. **General Requirements**

No Improvement shall be developed (and no natural vegetation shall be planted or allowed to grow) that does not comply with the Airport’s Master Plan, Airport Layout Plan, Airport Land Use Compatibility Plan, and/or other Legal Requirements. Notwithstanding any other provisions of these Development Standards, land and Improvements may not be developed or used in such a manner as to:

- create electrical interference with Aircraft radios or other navigational equipment;
- make it difficult for Aircraft crew members to distinguish between airport lighting or signage;
- create glare or blockage that impairs the visibility of Aircraft crew members or Air Traffic Control (ATC) personnel; or
- otherwise endangers the arrival, departure, or maneuvering of Aircraft.

1.8. **Restricted Improvements**

**Temporary Building** – Buildings which are intended to be located in place for 6 months or less shall be deemed to be temporary. Temporary buildings, including but not limited to mobile homes, offices, or storage facilities, shall not be installed or maintained at the Airport without the prior written approval of the County.

- All requests for approval of any temporary building shall be submitted to the Airport Manager and must include the proposed location, size, construction material, purpose, and provisions for dismantling and/or removal no later than 30 calendar days after development of permanent Improvements are completed.

Temporary buildings may only be utilized for engaging in Commercial Aeronautical Activities during development of permanent Improvements.

**Marking and Lighting** – The owner of any nonconforming Improvement or natural vegetation shall be required to install, operate, and maintain the markers and/or lights which are deemed necessary by the County, Federal Aviation Administration (FAA), and any other Agency having jurisdiction to indicate the hazard is present.

Such markers and lights shall be installed, operated, and maintained at the owner’s sole risk, cost, and expense. No development shall be permitted or approved by the County that establishes a hazard or creates a nonconforming Improvement or natural vegetation that increases the hazard to air navigation.
2. **LAND DEVELOPMENT**

2.1. **General**

These Development Standards do not necessarily address every type of condition or detail that may be encountered during the design and construction process. As such, entities are encouraged to maintain an on-going review process with the County (beginning early in the design stage) to ensure that the entity's Development Plan (discussed in Section 4.4 of these Development Standards) is acceptable to the County.

Where a specific material is identified (or specifications are provided for a specific type of material), a material having equivalent specifications may be utilized if approved in advance and in writing by the County. No occupancy of any Improvement shall be permitted before completion of the Improvement, including receipt of a Certificate of Occupancy (CO) by the Agency having jurisdiction.

2.2. **Environmental Quality**

The County encourages: (a) orientation of Improvements to take advantage of natural sunlight and prevent Improvements from blocking direct sunlight to other Improvements, (b) the use of barriers as a defense against wind, (c) the use of landscaping to maximize cooling in the summer and retention of heat in the winter, and (d) design features and the use of construction methods, techniques, and/or processes that conserves energy and natural resources.

The County shall not permit development or land use that (a) adversely affects the quantity, quality, or reliability of water resources; (b) occurs at the expense of established water dependent activities; (c) results in increased alkalization of water, loss of stream flows, or the unnecessary destruction of wildlife habitat; or (d) entails future major expenditures on the part of the public to reacquire or redistribute water resources. The County will not permit development or land use that accelerates erosion of soil and rock (including stream sedimentation, dust, and gullying), alters drainage and/or floodwater patterns, exacerbates flood hazards, reduces natural vegetation, creates visual scars, leaches minerals, destroys animal habitats, or increases maintenance and/or repair costs.

2.3. **Provision of Necessary Airport Land and/or Improvements**

The County shall encourage development that fully utilizes, but does not overburden, existing land and/or Improvements. In cases where existing land and/or Improvements are not fully utilized, the County encourages development that:

- minimizes Aircraft, Vehicle, and pedestrian congestion and promotes safety, security, and efficiency;
- includes facilities to collect, treat, and dispose of the types and quantities of anticipated stormwater runoff and ensures that such facilities have the capacity, quality of discharge, point of discharge, and reliability to support the intended use;
- has a water supply of the quality, quantity, pressure, and reliability that is required to support the intended use;
- has Paved road access for Emergency Services; and
- consists of Improvements that are optimal for (i.e., make highest and best use of) the land area.
2.4. **Manmade and Natural Hazards**

The County requires development that does not expose others to avoidable natural and manmade hazards. As such, the County encourages development which:

- is designed, constructed, and located in a manner that is compatible with existing hazards and does not create any additional hazards and
- is not located in floodplains, geologically hazardous areas, or other natural hazard areas that could threaten the development, the Airport, or the health, safety, security, or welfare of the public.

2.5. **Reuse of Resources**

The County encourages development which uses recycled materials, promotes recycling of materials used in construction, and reuses wastewater.
3. DESIGN CRITERIA

3.1. General

All submittals included in a Development Application shall be prepared by, or under the direction of a licensed professional within the specific discipline area and subject to the County’s approval.

Development of any FBO terminal building and/or FBO complex shall be subject to architectural design review and approval. At the discretion of the Airport Manager, a design review committee consisting of members of the Board of Supervisors, County staff, and/or consultants may be convened.

3.2. Accessory Buildings

All accessory buildings shall be identified on the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to construction. Accessory buildings include any building other than the main building(s) that is intended to be located in place for more than six months. Accessory buildings shall match the architectural design and materials of the main Improvement.

3.3. Changes, Additions, and Deletions

Prior to making any changes, additions, or deletions to existing land and/or Improvements, the Development Plan (as outlined in Section 4.4 of these Development Standards) shall be submitted to the Airport Manager and approved in writing by the County. Changes, additions, or deletions shall match the architectural design and materials of the main building(s). Changes, additions, and/or deletions shall conform to all applicable codes, ordinances, or other Legal Requirements.

3.4. Aircraft Accesses

To allow for the safe, secure, and efficient operation of Aircraft and to minimize potential conflicts with Vehicles and pedestrians:

➢ all Aircraft access points (i.e., Taxiways and Taxi lanes) shall meet the design standards stipulated in Advisory Circular (AC) 150/5300-13A Airport Design, as amended;

3.5. Antennae

All required antennae, satellite dishes, and similar equipment shall be identified in the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to construction. No antennae, satellite dish, or similar equipment shall be allowed that interferes with existing or future Airport, Aircraft, or Vehicle operations. When possible, all antennae, satellite dish, or similar equipment shall be screened from view. FAA Form 7460-1 shall be completed and all antennae, satellite dishes, and similar equipment must comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace.

3.6. Ramps

Operators providing rotary wing Aircraft parking shall adhere to the design standards described in AC 150/5390-2C Heliport Design, as amended. Operators providing fixed wing Aircraft parking shall adhere to the design standards described in AC 150/5300-13A Airport Design, as amended.

3.7. Improvement Height

The overall height of any Improvement shall be proportionate with surrounding land uses and Improvements and shall be dependent on the type of use of the Improvement (or activity) and/or the size of
the Aircraft using the Improvement. Only those Improvements that are not considered an obstruction under 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as determined by the FAA and approved by the County, shall be made.

3.8. **Doors**

Hangar doors shall be sliding, overhead, or bi-fold doors, consistent with best practices, based on the size of the Hangar. Hangar doors shall be constructed of pre-finished aluminum, pre-finished steel, or flexible fabric curtain (designed specifically for Hangars) and shall complement the building from a design and color standpoint.

- Wood, plastic, corrugated fiberglass, tin, or other unfinished materials are prohibited.
- Translucent panels may be incorporated into pre-finished aluminum or pre-finished steel doors to provide additional lighting.
- Pedestrian doors shall comply with all applicable codes, ordinances, and Legal Requirements. All pedestrian doors shall be pre-finished metal construction in metal jambs and shall complement the building from a design and color standpoint.

Vehicle access doors shall be overhead construction and shall complement the building from a design and color standpoint.

3.9. **Exterior Lighting and Security**

A lighting plan describing the exterior illumination layout and fixture selection shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to construction. The lighting plan shall meet the following requirements:

- lights shall not be placed to cause glare; interfere with Airport, Aircraft, or Vehicle operations; or illuminate areas outside of the intended area including adjacent land and/or Improvements;
- Vehicle parking areas, driveway, and roadway lighting shall provide uniform illumination;
- accent lighting is recommended at key points such as entrances, exits, and loading zones;
- Vehicle parking and outdoor pedestrian areas must utilize cutoff lighting fixtures installed in a horizontal position;
- security light sources shall be operational during hours of darkness and shall illuminate entrances and exits to the site and all buildings;
- exterior lighting shall be color-corrected for true white with allowances for modest amounts of blue or green;
- exterior lighting shall be LED;
- distance between exterior lighting fixtures shall be predicated upon the lumens to adequate coverage; and
- height of exterior light poles shall comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace.

Appropriate security camera systems may be installed on the exterior of all facilities if approved in advance and in writing by the County.
3.10. Exterior Materials
Exterior building materials shall be compatible with adjacent buildings and shall not affect Airport, Aircraft, or Vehicle operations. Building glazing shall not cause glare or reflections that will interfere with Airport, Aircraft, or Vehicle operations. Reflective glass and/or other reflective materials will not be approved by the County.

3.11. Exterior Storage
Outside storage of any article, good, material, machinery, equipment (excluding Refueling Vehicles and ground support equipment), tools, trees, shrubs, plants (except approved landscaping), or similar items shall be visually screened from public view if located between the building setback line (as identified in Section 3.20 of these Development Standards) unless approved in advance and in writing by the County.

Outside storage shall be enclosed with an architectural screen at least six feet in height, with appropriate and approved landscaping, or other screening devices or materials. No storage shed or accessory building other than the main building shall be permitted except during construction or unless approved in writing by the County prior to construction or installation. Objects such as water towers, storage tanks, processing equipment, cooling towers, communications towers, vents, and other buildings or equipment shall be compatible with the main building(s) or effectively shielded from view and shall be approved in writing by the County prior to construction.

3.12. Fences, Gates, and Buffers
Required fencing, gates, and buffers shall be identified in the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to construction. Submittals shall include identification of the (a) location of fences, gates, and buffers, (b) the type, height, and color of the materials used for construction, and (c) other unique design features or considerations. Fencing and gates shall be the same type of material and style of the existing Airport perimeter fence and gates and shall be properly maintained, fully functional, and in good appearance.

When possible, fences, gates, and buffers shall not be permitted directly adjacent to Aircraft Movement Areas and Non-Movement Areas unless identified with markers, lights, or other devices (e.g., reflectors on all sides). Fences, gates, and buffers directly adjacent to Aircraft Movement Areas and Non-Movement Areas must have a security card or key pass access control mechanism to restrict access to authorized personnel only. The height of all buffers of unsightly areas (e.g., storage area) shall be at least equal to the material being stored or screened.

3.13. Garbage and Recycling Containers
Exterior garbage and recycling containers must be located within an approved covered trash enclosure. Access for pick-up shall occur only from the landside. Containers must be equipped with securely fastened lids. All areas utilized for garbage and recycling container locations shall be Paved, accessible from the streetside, and consistent with adjacent development.

3.14. Flagpoles
All flagpoles shall be located in such a manner and distance from Ramps, Taxiways, or Taxilanes to prevent being a hazard to Airport, Aircraft, or Vehicles operations. The height of flagpoles shall comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace. The flag of the United States shall only be displayed in accordance with Title 4 of the United States Code.
3.15. **Grading and Drainage**

Site plans must be prepared by a licensed engineer with airport development experience. Site plans indicating proposed grading and drainage (including drainage flow, contours, and elevations) shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to construction. Compatible grading and drainage between adjacent land and Improvements shall be established to control drainage and erosion and shall meet the following requirements:

- Grading permits shall be obtained from the County prior to performing any grading.
- Grades, berms, channels, and swales shall be an integral part of the grading, drainage, and Paved surface design.
- Paved area grades shall not exceed two percent (2.0%) slope for concrete and asphalt paving.
- Drainage (and all related facilities) shall be designed to prevent standing water and accommodate all storm water generated by the land in accordance with the Construction Storm Water Pollution Prevention Plan (SWPPP) and the County’s SWPPP.
- All grading and drainage shall meet the design standards described in AC 150/5320-5C Airport Drainage Design, as amended.

Drainage shall not adversely impact adjacent land and Improvements and shall flow into natural or developed drainage. The elevation of the land shall not be changed so as to materially affect the surface elevation or grade of the surrounding land. Gutters and downspouts shall be used to facilitate drainage from roofs.

Interior Hangar drainage shall flow through an oil/water separator and shall be connected to the sanitary sewer system.

3.16. **Landscaping**

The County encourages landscaping that creates a compatible and continuous relationship between the land and the Improvements, minimizes the use of irrigation water, maintains an aesthetically pleasing appearance in all areas not covered by Improvements, Ramps, Vehicle parking areas, maintains consistency with the Airport’s Wildlife Hazard Management Plan (WHMP), and enhances the existing character of a site. Any portion of the site that is not improved shall be landscaped according to a landscaping and irrigation plan prepared by a professional designer. The plan shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to construction.

- Landscaping materials shall be installed within 30 calendar days of receipt of Certificate of Occupancy.
- All landscaping shall be maintained and repaired and kept in good appearance, as determined by the Airport Manager, on a year-round basis.
- The Lessee (Sublessee, if applicable) shall be solely responsible for landscape maintenance and repair including weed control and removal and replacement of diseased or dead vegetation.

Landscaping shall also be used, consistent with all applicable codes, ordinances, and Legal Requirements, to screen unsightly items such as heating and air conditioning units, trash and recycling containers, loading docks, utility boxes, etc. Landscaping design and materials shall be Xeriscape and compatible with the Airport’s WHMP. Small landscaping rock may be permitted provided it does not create a hazard to persons or Property including Aircraft. Decorative bark, seed, and fruit bearing trees are prohibited.
All landscaped areas shall be irrigated by a permanent, underground irrigation system that can support the type and amount of landscaping installed. The landscape plan shall minimize the use of irrigation water and comply with the applicable laws and codes established by the Water Purveyor. Landscaping materials shall not pose a hazard to the Airport, Aircraft movement, or Vehicle operations. At all times, landscaping shall (a) comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, (b) not obscure ATC line of sight, and (c) not exceed 25 feet above ground level.

3.17. Loading and Service Areas
In addition to being functional and aesthetically pleasing, loading and service areas shall meet the following requirements:

- Loading areas, loading docks, Vehicle parking areas, and service areas shall be planned so the use of any one of these areas does not interfere with the use of any of other areas.
- All areas utilized for loading and service area shall be Paved.
- Loading docks or service areas shall not be visible from the street unless approved in writing by the Airport Manager. If necessary, to restrict visibility from the street, a landscaped buffer shall be installed.
- Loading areas shall be denoted by a yellow painted curb with the words “Loading Zone” in black lettering.

3.18. Open Sided Buildings
Buildings shall be fully enclosed. No open sided buildings shall be permitted with the exception of Aircraft shade ports and/or wash racks.

3.19. Pedestrian Circulation
Pedestrian movement shall be safe, convenient, and orderly. Pedestrian walkways shall be constructed of concrete. Pedestrian access to land and Improvements shall be designed and constructed in accordance with the Americans with Disabilities Act of 1990, as may be amended from time to time, and any other applicable Legal Requirements.

3.20. Residence
No building, Vehicle, Equipment, or Aircraft shall be used as a place of residence either on a temporary or permanent basis unless consistent with the terms of an Agreement.

3.21. Setbacks
To provide sufficient space between Improvements and streets, to ensure adequate lighting, privacy, and sound control, and to allow for landscaping and access (including Aircraft, Vehicle, and Emergency Vehicle access), the following setbacks shall be met and maintained:

Minimum Building Setback Requirements

- Landside: minimum of 30 feet from the edge of building to the lease line.
- Airside: shall be based on the largest Aircraft permitted in the area (as identified on the Airport Layout Plan) plus 15 feet.
- Sides: minimum of 15 feet from the edge of building to the lease line.
Vehicle Parking Area Setback Requirements

- Street edge of travel way: minimum of 15 feet landscaped and bermed (where possible) except for that portion which is used for Vehicle or pedestrian access.
- Side of leasehold: minimum of 10 feet (not applicable if adjacent lots have a contiguous Vehicle parking area).
- Facilities: minimum of five feet from walkways or landscaped areas.

Utility Transformer or Meter Setback Requirements

- Street edge of travel way: minimum of five feet.
- Side of leasehold:
  - With Ramp – minimum of 10 feet
  - Without Ramp – minimum of 40 feet

No part or portion of any Improvement shall be erected, constructed, or extended closer than the distance from the Movement Areas as depicted by the building restriction line in Exhibit A of the Airport Layout Plan. The County shall determine the required setback distances for each Lessee (Sublessee, if applicable) from any adjacent Ramp, Taxi lane, or Tax iway edge.

Different setbacks may be required based on a number of factors such as: lot size, shape, or configuration; Improvement use; Aircraft Design Group; location on the Airport; and adjacent land and/or Improvements.

3.22. Signage

Signage shall conform to applicable codes, ordinances, and Legal Requirements. Signage shall be uniform and the graphics shall (a) balance identification with image; (b) communicate information in a straightforward and aesthetically pleasing manner; and (c) be compatible with surrounding Improvements, the natural environment, and the overall character of a lot. Directional signage shall improve and/or enhance the safety, security, and efficiency of Aircraft, Vehicle, and pedestrian movement.

A signage plan shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to installation of signage.

General

The ratio for streetside identification signs shall be 4 feet horizontal to 1 foot vertical (4:1) and shall not exceed 7.5 square feet total. The minimum setback from the back of the curb shall be three feet and the top of the sign shall not be more than six feet from the top of the curb.

- No signs shall be located closer than three feet to the edge of the leasehold.

Wall signs shall not comprise more than five percent of the wall area. Wall signs shall be fixture signs, signs painted directly on the surface of the wall, or projection signs with individual letters not exceeding 12 inches. No more than three directional signs shall be permitted on any lot. Directional signs can be used to give directions or provide special instructions to the operators of Aircraft or Vehicles or to pedestrians.

Identification signs are restricted to conveying the names of Lessees (Sublessee, if applicable). All signs must be located on the Leased Premises unless authorized in writing by the County.

Business Signs – FBOs and SASOs, by virtue of the activities of these Operators, shall be permitted to advertise (as applicable): (a) the name of the business, (b) the brand of Fuel sold, and/or (c) Aircraft service center, dealership, or manufacturer affiliations. These signs may be double faced. FBOs and SASOs shall
obtain written approval of the County prior to making any changes, additions, and/or deletions to business signs. The County shall review written requests on an individual basis.

Individual businesses other than FBOs who deal primarily with Transient Aircraft and/or infrequent visitors to the Airport may have an identification sign on the sides of the building(s) occupied by the business or a free-standing sign located in the landscaped areas between the Aircraft and Vehicle parking and the building occupied. Free-standing signs shall not exceed four feet by eight feet and the top of the sign shall not exceed six feet above ground level. Signs conveying logos shall not exceed 32 square feet. Individual letters shall not exceed two feet in height. Signs may be internally or externally lit, but in no case shall the lighting interfere with Airport, Aircraft, or Vehicle operations.

Lessees (Sublessee, if applicable) may have an identification sign located in the landscaped area between the Vehicle parking area and the building. These signs shall not exceed four feet by eight feet (six feet by eight feet including the base) and the top of the sign shall not exceed six feet above ground level. Decorative logos may also be included in the entrance way(s) to the building.

Lessees (Sublessee, if applicable) utilizing an entrance other than the main entrance to a building may place a business identification sign on or adjacent to the entrance door. The sign shall not exceed six square feet.

Lessees (Sublessee, if applicable) who lease an office or Hangar may place a business identification sign on the door, adjacent to the door in the entrance way, on the closest window, or on the wall between the window and the entrance way. The size and shape of the sign shall be determined at the time of request, but in no case shall the sign exceed 12 square feet or extend higher than the top of the entrance door. The sign on the wall shall be illuminated internally or indirectly.

**Directory Signs** – Directory signs shall be located inside the main entrance door and shall complement the materials and colors used inside the building.

**Vehicle Parking Signs** – Individual, visitor, and handicap spaces shall be identified by a standard sign and the top of the sign shall not to exceed six feet above ground level.

No Vehicle parking zones shall be denoted by a red painted curb with the words “No Parking” in white lettering.

**Address Signs** – Individual address signs shall consist of street numbers and street names and be located in close proximity to the main entrance of the building. The color of the street numbers and street names shall contrast with the background color of the sign and be a minimum of four to a maximum of seven inches in height.

**Temporary Signage** – Temporary signage shall be approved in writing by the County prior to installation. Applicants shall provide a sketch or rendering of the sign, identify the sign on a location map, and identify the desired length of time for the signage to be in place.

**Project Identification Signs** – Project identification signs may be installed during construction and for a period of up to 30 calendar days following issuance of the Certificate of Occupancy. Signage is limited to the side of the construction office plus one free-standing sign not exceeding four feet by eight feet and six feet above ground level. Signs may include leasing or rental information.

**Miscellaneous Signs** – Miscellaneous signage, not included in these Development Standards, shall be approved in writing by the County prior to installation.
Vacated Property – Signs pertaining to activities or occupants no longer using or occupying the Leased Premises shall be removed within 30 calendar days from the date the activity is discontinued or the occupant vacates the Leased Premises. If signs are not removed within 30 calendar days, the County may remove and dispose of signs at the sole risk, cost, and expense of the Lessee (Sublessee, if applicable).

Prohibited Signs – Any illuminated sign not intended for navigation that is visible from the airfield:

- Moving or flashing signs or lights.
- Rooftop signs.
- Electronic message boards used for advertising.

3.23. Buildings

Buildings shall be masonry, concrete, or steel frame load bearing construction. Wood framed buildings will not be approved by the County.

3.24. Utilities

A utilities plan identifying all utilities shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to construction. All utility improvements shall meet the requirements of the Agencies having jurisdiction and all applicable Legal Requirements.

Lessee is responsible for the maintenance and repair of all utility lines to the site and for keeping all shutoffs readily accessible and fully functional. Lessee shall preserve existing utility easements and recognize that the potential exists to change existing easements and/or add future easements.

No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained on any lot (outside of any building) above the surface of the ground with exception of hoses, movable pipes for irrigation, or transformers used during construction.

- Transformers shall be co-located with utility meters and screened with landscaping and setback at a safe distance.

Utility costs and expenses for any equipment (including meters) and services (including temporary service) for the Leased Premises shall be the sole responsibility of Lessee from the date of Notice to Proceed with construction.

- Extension of utilities to proposed facilities shall be the sole responsibility of Lessee.
- Lessee or contractor shall be responsible for returning any areas disturbed by excavation and installation of any utilities or related equipment to the condition before construction.

3.25. Vehicle Parking

A Vehicle parking area plan describing the Vehicle parking layout shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the County prior to construction.

All Vehicle parking areas shall be Paved with a weight bearing capacity that accommodates anticipated usage and the heaviest expected load.

Number of Vehicle Parking Spaces – Vehicle parking areas shall be able to accommodate the Vehicles of all users of all Improvements and comply with the Minimum Standards.
> One Vehicle parking space per 250 square feet of building area which is used by employees including leasable office area whether or not such area is leased.
> One Vehicle parking space per 500 square feet of building area which is used by customers.
> One Vehicle parking space per 1,000 square feet up to 20,000 square feet of building area which is used for Aircraft storage and/or maintenance. One Vehicle parking space per 2,000 square feet of building area in excess of 20,000 square feet.
> One handicapped space is required for every 25 spaces and one of every 8 handicapped accessible parking spaces, but always at least one, must be “van-accessible”.

**Other** – At a minimum, landscaping islands shall be provided at intervals of 15 Vehicle parking spaces.

> A poured-in-place concrete curb shall be provided at the perimeter of planted areas to prevent vehicular intrusion. Curbs shall be continuous.
> An access driveway (20 feet wide minimum or as required by fire code, whichever is greater) shall be provided and maintained between each Vehicle parking area.
> All Vehicle parking spaces shall be a minimum of 10 feet wide by 20 feet long.
> All Vehicle parking spaces shall be designated by painted lines or other approved methods.
> The perimeter of Vehicle parking areas shall have concrete curb and gutter.
4. PROCEDURES FOR APPROVAL

4.1. Pre-Submittal Meeting

Applicants are required to schedule a pre-submittal meeting with the Airport Manager. This meeting shall provide the Applicant with the opportunity to discuss available land, designated land uses, utility extensions, and the proposed design and development concept. This meeting also provides the opportunity for the Applicant to obtain general comments regarding the feasibility of the proposed design and development concept and identify any potential issues, problems, or challenges associated with the concept.

4.2. Concept Plan

Following the pre-submittal meeting, a completed General Aviation Operator and Lessee Application (Application) and five copies of the Concept Plan shall be submitted to the Airport Manager. The completed application shall be accompanied by a Lease/Sublease Execution Deposit. The Airport Manager shall review the Concept Plan and the Application and address all preliminary questions or concerns with the Applicant within 30 calendar days of receipt.

At a minimum, the Concept Plan shall include the following information:

- name of the proposed development (project name);
- vicinity map within the airport property with scale (1” = 2,000 feet preferred), north arrow facing the top of the page, and date of preparation;
- location and proposed uses of Improvement areas to include estimated dimensions and square footages;
- location and dimensions of required setbacks;
- proposed parking area(s);
- fencing and security gates;
- preliminary utilities plan depicting existing and proposed location of all utilities;
- preliminary architectural elevations with maximum building heights;
- proposed landside and/or airside access;
- proposed schedule for completion of the Development Plan.

For proposals specific to FBO terminal buildings and/or FBO complexes, the Applicant or designated representatives shall be required to meet with the Airport Manager as well as the design review committee to present and discuss the Concept Plan.

4.3. Agreement

Following the written approval of the Concept Plan by the County, the parties shall negotiate an Agreement, consistent with the County’s General Aviation Leasing/Rents and Fees Policy for the Airport.

If a Sublessee of an existing Lessee is making the development on the existing Leased Premises, prior written approval shall be obtained from the County.

- Under no circumstances shall construction begin before an Agreement is executed.

4.4. Development Plan

Following the approval of the Agreement by the County, the Development Plan shall be submitted to the Airport Manager and the County’s Director of Planning within 60 calendar days, or other timeframe as determined in the sole discretion of the County. The Development Plan shall be a complete set of plans and specifications that fully define the proposed land use including identifying the location of all existing and
proposed Improvements and signage, the maximum height of proposed Improvements, and the proposed minimum building setbacks. The Development Plan shall address the function, right(s)-of-way, and widths of roadways within and adjacent to the site. The Development Plan shall identify the location, type, and extent of access to/from Airport roadways and the necessary traffic controls (if any) for each of the development’s access points.

The County will not accept incomplete submittals. One original and four copies of the Development Plan shall be organized into five self-contained packets.

To be considered complete by the County, the Development Plan shall include the following items.

**Letter of Intent** – This letter shall describe the proposed development and convey the anticipated construction schedule for the proposed development.

**Letter from Utility Providers** – Based on written notification to the providers from the Applicant of the intent to develop the site, applicant shall receive Will-Serve letters from each applicable utility provider.

**County Submittal Checklist** – Following the pre-submittal meeting and/or as requested by the County, Applicant shall provide the required County submittals which may include the following:

- **Traffic Study** – This analysis shall identify the impact of the proposed development on vehicular traffic. Information to be included, but not limited to, traffic generation rates, peak hour counts, trip distribution. Studies shall be prepared in accordance with the Institute of Transportation Engineers ( ITE) and the Napa County Public Works Traffic Impact Study Policies.
- **Drainage Report** – A Drainage Report shall address the site area only and identify the potential impact of the proposed development on local and regional facilities. If required by the County, such report and Development Plan shall include post construction stormwater improvements meeting Bay Area Stormwater Management Agencies Association (BASMAA) requirements.
- **California Environmental Quality Act/State Environmental regulations** – An appropriate document demonstrating full compliance with the California Environmental Quality Act/State Environmental regulations shall be provided.

**Construction Drawings** – See “Construction Drawing Requirements” (discussed in Section 4.4 of these Development Standards).

**Engineer/Architect Stamp** – All plans and drawings shall be stamped by an engineer or architect certified or licensed in the State of the California for their respective discipline(s).

**Agreement** – Copy of executed Agreement.

**Completed FAA Form 7460-1** – Notice of Proposed Construction or Alteration.

**Construction Drawing Requirements**

The Development Plan shall be provided in a 24” x 36” format and may contain the following drawings. Required information will vary depending on the location and complexity of the project. Where applicable, all improvement plans shall be vertically tied to an airport benchmark converted to the North American Vertical Datum of 1988 (NAVD88), and horizontally to the North American Datum of 1983 (NAD83).
PROCEDURES FOR APPROVAL

Cover – Project name, vicinity map (within airport property) with scale (1” = 2,000’ preferred) with north arrow facing the top of page, date of drawing, and identification of the major roadway system within one mile of the proposed site.

Site Plan – Identification of existing and proposed Improvements, architectural features, setbacks, Vehicle parking areas and ratios, curb cuts, Aircraft parking areas, land and Improvement use with square footages, distances between buildings, maximum building heights, existing and proposed right(s)-of-way widths for all existing and proposed internal and external roadways, existing and proposed public and/or private roadways and conceptual points of access to adjacent and/or external roadways, unobstructed open space, utility locations, and fencing, gates, and buffers.

Landscaping and Irrigation Plan – Location, dimensions and detailed description of fences, walls, walkways, driveways, plazas, decks, planters, screens, construction materials used, plant materials and any other landscaping features as well as grassed areas (include type), slope stabilization, berms and mounds, grading, planting schedule, lighting and signage.

Grading Plan – Existing contours (solid) to 100 feet outside property line or the distance that is necessary depending on the property grade; proposed contours (dashed) tied to existing contours; finish floor elevations; building heights, drainage and storm retention and detention facilities.

Erosion and Sediment Control Plan – In compliance with requirements set forth by the California State Water Resources Control Board.

Lighting Plan – Graphic layout, locations, light specifications, and photometric plan.

Signage Plan – Graphic layout, size, location, color, materials, and construction details.

Owner of Record signature block

Signature and stamp block for engineer

Signature block for County approval

Building Elevations and Sections – Building heights, dimensions, materials, colors, finishes, sign locations and dimensions, and all antennae, satellite dishes, and similar equipment.

Fire Sprinkler/Fire Alarm Plans – Plans shall include all submittal requirements established by the Napa County Fire Department.

Floor Plans – Names, dimensions, and depiction of all areas and rooms and roof plan.

All building plans shall be subject to review and approval by the Agencies having jurisdiction and shall be prepared in accordance with the requirements set forth by the Napa County Building Division.

The County may impose any condition or requirement deemed necessary to protect the safety, security, health, and welfare of the public; to prevent a nuisance or hazard to Property; and to ensure the proper and timely completion of the development project.

The County, in its sole discretion shall, with or without conditions (or contingencies), approve the submittal, deny the submittal, or defer action on the submittal pending completion of revisions.

Following approval of the Development Plan and prior to applying for a building permit, the Applicant shall deliver to the County one complete set of final construction drawings, signed by an architect or engineer certified or licensed in the State of California.
4.5. **Requirements of the Federal Aviation Administration**

**Non-Aeronautical Uses** – FAA approval shall be obtained for any project involving non-aeronautical uses.

**Possible Obstructions in the Navigable Airspace** – 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace establishes the maximum allowable heights of objects on or in the vicinity of Airport. These regulations define “imaginary surfaces” which, if penetrated by an object, would be considered an obstruction. Any planned development that would penetrate these imaginary surfaces would, most likely, not be approved by the FAA in which case, it is unlikely that the County would approve the project as well.

**Notice of Proposed Construction or Alteration** – Once the Development Plan has the support of the County and once FAA Form 7460-1, Notice of Proposed Construction or Alteration has been completed by the Applicant, the Applicant shall submit the form to the FAA.

- FAA Form 7460-1, Notice of Proposed Construction or Alteration is the official notification to the FAA of the proposed construction or alteration.
- The Applicant shall complete FAA Form 7460-1, Notice of Proposed Construction or Alteration, and provide any additional or supplemental information requested by the FAA or the County to facilitate the approval process.
5. CONSTRUCTION PHASE

5.1. Pre-Construction Meeting

Prior to initiating construction, the County shall arrange a pre-construction meeting with the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities involved with the development at the Airport to review the County’s safety, security, efficiency, operational, and coordination requirements including any limitations, restrictions, and/or prohibitions relating to same.

5.2. Permits, Licenses, Inspections, and Certifications

Lessees (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entity involved with the development shall obtain and incur the expense of all required permits, licenses, inspections, certifications, and approvals/authorizations associated with the development.

➢ No construction shall be undertaken without first receiving a building permit.

5.3. Bonds

Contractors Bond – Prior to the issuance of notice to proceed, Lessee’s (Sublessee’s, if applicable) contractor shall deliver to the County and shall maintain in full force and effect throughout the entire construction period a contractor construction bond and a labor and material payment bond, each in a sum not less than 100% of the construction contract amount. These bonds shall guarantee prompt and faithful payment by contractor to all persons supplying labor, materials, sustenance, provisions, supplies, rental machinery, tools, and equipment used directly or indirectly by the contractor, subcontractors, vendors, and suppliers in the prosecution of the work provided for in the construction contract and shall indemnify, hold harmless, protect, and defend the County from any liability, loss, or damage associated with the project. These bonds shall name the Lessee (Sublessee, if applicable) as the obligee with the County being named on the dual obligee rider.

Tenant Payment Bond – Prior to the issuance of notice to proceed, the Lessee (Sublessee, if applicable) shall provide the County with a tenant payment bond in a sum not less than 100% of the construction contract amount. The tenant payment bond shall guarantee prompt and faithful payment to the contractor by the Lessee (Sublessee, if applicable) for the work performed by the contractor under the construction contract.

Surety Company’s Financial Rating Requirement – All bonds shall be issued by a surety company certified or licensed to transact business in the State of California and satisfactory to the County. If a bond is executed by an attorney-in-fact of the surety, a power of attorney shall be attached to the bond.

The surety company shall have a Best rating of A or better or be approved in advance and in writing by the County.

5.4. Insurance

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth herein and as may be required by Legal Requirements. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of California with a Best rating of A or better or be approved in advance and in writing by the County.
CONSTRUCTION PHASE

- **Commercial General Liability** – Coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury and Property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form Property damage, products/completed operations, explosion, collapse, underground, broad form blanket contractual, and $100,000 fire legal liability.

- **Commercial or Business Automobile Liability** – Coverage in the minimum amount of $1,000,000 CSL bodily injury and Property damage for all Vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired Vehicles.

- **Personal Vehicle Liability** – Coverage in the amounts of $250,000 per person and $500,000 each Accident Bodily Injury and $100,000 each Accident Property Damage for each Vehicle to be operated in association with the contract that is not insured under Commercial Vehicle Liability.

- **Workers’ Compensation (WC)** – Coverage, in full compliance with California’s statutory requirements, for all employees of contractor and Employer’s Liability in the minimum amount of $1,000,000.

- **Professional Liability (Errors and Omissions) Engineers and Architects** – Coverage in the minimum amount of $500,000 each occurrence and $1,000,000 aggregate.

- **Property Coverage** – Course of Construction (Builder’s Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction, against all perils including flood until the project is completed and accepted by the County. Should the work being constructed be damaged by fire or any other causes during construction, contractor shall replace it in accordance with the requirements of the plans and specifications without additional cost or expense to the County.

All insurance required will be primary coverage and any insurance or self-insurance maintained by the County shall be excess of contractor’s insurance coverage and shall not contribute to it. The County shall be notified immediately if any aggregate insurance limit is exceeded. Additional coverage shall be purchased to meet requirements.

All insurance, which contractor is required to carry and keep in full force and effect, shall name the County and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

Contractor agrees to waive all rights of subrogation against the County and the Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers for losses arising directly or indirectly from the activities and/or work performed by contractor (applies only to Commercial General Liability and Workers’ Compensation).

Policies shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the County.

Contractor agrees to provide the County with the following insurance documents before the start of construction:

- certificates of insurance for all required coverages;
- additional insured endorsements;
- waiver of subrogation endorsements (e.g., waiver of transfer rights of recovery against others, waiver of our right to recover from others, etc.); and
60 calendar day notice cancellation clause endorsements.

It is the responsibility of the contractor to ensure that any and all subcontractors comply with all terms and conditions of the insurance provisions stipulated herein.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve contractor for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under the law.

**Claims Made Insurance** – If the Professional Liability coverage is “claims made”, contractor shall, for a period of three years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage).

**Contamination and Pollution** – Contractor, at its own cost and expense, shall provide clean-up of the site, any other Property, or any natural resources that are contaminated or polluted as a result of contractor’s activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the contractor shall be borne entirely by the contractor.

5.5. **Clean-Up During Construction**

The construction site and other associated areas shall be kept free of accumulated waste materials, dirt, and surplus materials. Waste materials, dirt, and surplus materials shall not be permitted to (a) create a safety, security, health, or welfare hazard to persons; (b) harm Property; (c) interfere with any activity normally occurring on the Airport; and (d) shall be disposed of in a prompt and appropriate manner, consistent with best practices. Barriers shall be used to ensure debris does not leave the construction area.

- The construction site shall be maintained in a clean, neat, orderly, safe, secure, efficient, and functional condition, consistent with best practices and as determined by the Airport Manager or County Construction Inspector.
- Failure to properly maintain the construction site may result in the County conducting or contracting the clean-up at the Lessee’s (Sublessee, if applicable) or contractor’s sole risk, cost, and expense.
- This is not to be construed as a duty or obligation of the County to provide or arrange for such clean up services.

5.6. **Damages During Construction**

Lessee (Sublessee, if applicable) shall be fully responsible for and shall replace, or in the County’s sole discretion, shall reimburse the County for all damages to land, Improvements, Vehicles, Aircraft, equipment, tools, and any other Property and related appurtenances at the Airport caused by Lessee (Sublessee, if applicable) or its employees, agents, customers, visitors, vendors, contractors, and suppliers.
5.7. **Inspections**

The County or its designated representative may observe the activities and/or inspect the work being performed by the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development to determine whether or not the requirements of the approved plans, specifications, drawings, and related documents (as submitted in the Development Plan outlined in Section 4.4 of these Development Standards and approved by the County) are being met (and the work is being accomplished) in a safe, secure, efficient, and prompt manner and in accordance with the Airport’s operational and coordination requirements.

Alternatively, depending on the nature and complexity of the project, Lessee may be required to retain the services of a third-party construction inspection firm to inspect the project, or portion thereof to ensure compliance with the plans and specifications. Ultimate project approval will be provided by the County based on agreement with all reports, findings, and recommendations of the third-party inspection firm.

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development shall provide these inspectors and any other inspectors from Agencies having jurisdiction with unlimited access and provide the means for accessing any area of the construction site. Such inspections shall not relieve the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development of any responsibilities, obligations, and/or other requirements.

5.8. **Protection of Property and Work in Progress**

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities associated with the development shall take all reasonable precautions to protect and ensure the safety, security, health, and welfare of persons on or near the construction site and shall take all reasonable measures to prevent injury to persons or damage to Property on or near the construction site including:

- all work and materials, Vehicles, equipment, tools, fixtures, and furnishings at the site, whether in storage on or off the site, under the care, custody, or control of the contractor, subcontractors, or any other entities associated with the development; and
- all other Property at the site or adjacent to the site, including, but not limited to, lawns, vegetation, pavements, walkways, roadways, driveways, buildings, and utilities not designated for removal, relocation, or replacement.

5.9. **As-Built Drawings**

Within 30 calendar days of project completion, the Applicant shall submit reproducible as-built 24”x 36” plan sheets, as well as electronic CAD & GIS files of all Improvements including existing and constructed underground utilities. Vertical and horizontal locations shall be referenced to NAVD88 and NAD83 respectively. The as-built drawings shall be signed by the engineer or land surveyor of Record.