# Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

**NOTICE AND AGENDA**

**Wednesday, March 17, 2021**
**6:00 p.m.**

**Council Chambers**
**City Hall**

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 934 6747 5454# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

**CALL TO ORDER:**

**ROLL CALL:** Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Vacant, District 5

**INVOCATION:** Pam Grewal, Madera Sikh Temple

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PUBLIC COMMENT:**
*The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.*

**WRITTEN COMMUNICATIONS:** None

**PRESENTATIONS:**

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing Madera High Softball Coach Judy Shaubach
3. Proclamation Recognizing The United Way of Fresno and Madera Counties Free Tax Preparation Service (VITA)

**INTRODUCTIONS:** None

**A. WORKSHOP:**

**A-1 Mid-Valley Disposal Quarterly Update** (Report by Joseph Kalpakoff, Mid-Valley Disposal)

**B. CONSENT CALENDAR:**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.*

**B-1 Minutes – 12/16/20**

**Recommendation:** Approve the City Council Minutes of December 16, 2020

**B-2 Informational Report on Register of Audited Demands for February 20, 2021 to March 5, 2021**

**Recommendation:** No Action Required (Report by Roger Sanchez)

**B-3 Informational Report on Personnel Activity**

**Recommendation:** No Action Required (Report by Wendy Silva)

**B-4 Appointment to the City's ADA Advisory Council (MADAAC)**

**Recommendation:** Adopt a Resolution Approving Mayor Garcia's Appointment of Gabriela Gonzalez to the ADA Advisory Council (Report by Wendy Silva)

**B-5 Appointment to the City's Beautification Committee**

**Recommendation:** Adopt Resolutions

1) Approving Councilmember Montes' Appointment of Debra M. Basila to the Beautification Committee; and
2) Approving Mayor Pro Tem Villegas' Appointment of Cynthia Moreno-Procopio to the Beautification Committee (Report by Arnoldo Rodriguez)

**B-6 Ratification of COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay and Revisions to COVID-19 Emergency Policy No. 2: Families First Coronavirus Response Act**

**Recommendation:** Adopt a Minute Order Ratifying Issuance of the following by the City Manager in his role as Director of Emergency Services:

1) COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay

2) Revised COVID-19 Emergency Policy No. 2: Families First Coronavirus Response Act (Report by Wendy Silva)

**B-7 Grant from the California Department of Justice Authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 in the Amount of $286,314**

**Recommendation:** Adopt Resolutions

1) Authorizing the City Manager to Execute the Memorandum of Understanding with the Department of Justice and Related Documents Accepting Grant Award in the Amount of $286,314; and

2) Amending the City's 2020/21 Budget to Reflect Revenues and Expenditures Related to the Grant (Report by Dino Lawson)

**B-8 Airport Coronavirus Response Grant Program (ACRGP) Funding in the Amount of $23,000**

**Recommendation:** Adopt a Resolution Approving the Agreement for Airport Coronavirus Response Grant Program (ACRGP) (Report by Daniel Foss)

**B-9 Antenna and Equipment Space Lease Renewal at the Madera Municipal Airport**

**Recommendation:** Adopt a Resolution Approving the Antenna and Equipment Space Lease Renewal with the Federal Aviation Administration at the Madera Municipal Airport (Report by Daniel Foss)

**B-10 Assignment of Airport Engineering and Construction Management Services Agreement**

**Recommendation:** Adopt a Resolution Approving the Assignment of Airport Engineering and Construction Management Services Agreement from Reinard W. Brandley Consulting Airport Engineers to Brandley Engineering, Inc. (Report by Daniel Foss)

**B-11 Amendment No. 1 to Agreement with Colgan Consulting Corporation for Professional Engineering Services Related to the Preparation of a Development Impact Fee Program Update**

**Recommendation:** Adopt a Resolution Approving Amendment No. 1 to Agreement with Colgan Consulting Corporation for Professional Services Related to the Preparation of a Development Impact Fee Program Update (Report by Keith Helmuth)

**B-12 Letter in Opposition to Federal Office of Management and Budget (OMB) Proposed Change to Metropolitan Statistical Area (MSA) Threshold**

**Recommendation:** Approve a Minute Order Approving a Letter in Opposition to OMB Proposed Change to MSA Threshold (Report by Arnoldo Rodriguez)

**C. PUBLIC HEARINGS:** None

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:**

**D-1 Sixth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc.**

**Recommendation:** Adopt a Resolution Approving the Sixth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. (Report by Arnoldo Rodriguez)

**D-2 Consideration of a Minute Order Approving the City of Madera Response to Madera County Grand Jury Final Report 1920-05: "Unveiling Truths of Local Law Enforcement"**

**Recommendation:** It is recommended Council review the proposed response to the Grand Jury Report and approve the response as presented or provide direction of changes to the proposed response (Report by Arnoldo Rodriguez)

**D-3 Response to Madera County Grand Jury Final Report 1920-06: "Madera County and City of Madera Governments Public Servants or Self-Serving; Part III: Madera Municipal Airport Closure of Runway 8-26"**

**Recommendation:** It is recommended the City Council review the proposed response to the Grand Jury Report and approve the response as presented or provide direction on changes to the proposed response (Report by Arnoldo Rodriguez)

**D-4 Update to the Code of Conduct for the Madera City Council, Boards, Commissions and Committees**

**Recommendation:** Adopt a Resolution Approving Amending and Restating the Code of Conduct, Adopted September 18, 2019 (Report by Arnoldo Rodriguez)

**D-5 Budget Amendment Related to the November 3, 2020 Consolidated Presidential Election**

**Recommendation:** Adopt a Minute Order Approving a Budget Amendment related to the November 3, 2020, Consolidated Presidential General Election in the Amount of $101,322.15 (Report by Alicia Gonzales)

**E. ADMINISTRATIVE REPORTS**: None

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**
*This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.*

**G. CLOSED SESSION**:

**G-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6**
**Agency Designated Representatives:**
Arnoldo Rodriguez, Wendy Silva, and Che Johnson
**Employee Organizations:**
General Bargaining Unit/Madera Affiliated City Employees Association
Mid-Management Employee Group
Madera Police Officers' Association
Law Enforcement Mid Management

**G-2 Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code §54956.9(d)(2)**
Worker's Compensation Claim: Juventino Cantu

**G-3 Conference with Real Property Negotiators - Pursuant to Government Code Section §54956.8**
Property: 1 Parcel
City of Madera APN: 035-080-026
Agency Negotiator(s): Keith Helmuth
Negotiating Party: Jason Sanders
Under Negotiations: Price and Terms

**G-4 Conference with Legal Counsel – Anticipated Litigation: Initiation of Litigation Pursuant to Government Code Section §54956.9(d)(4)**
One Case: City of Madera v. High Speed Rail Authority

**ADJOURNMENT:** – Next regular meeting on April 21, 2021

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for March 17, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 1:00 p.m. on March 12, 2021.

Alicia Gonzales, City Clerk

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|---|---|
| Item: | B-1 |
| Minutes for: | 12/16/2020 |
| Adopted: | 03/17/2021 |

**Minutes of a Regular Meeting of the Madera City Council**

**December 16, 2020** **Council Chambers**
**6:00 p.m.** **City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 978 7265 7853# followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

**CALL TO ORDER:** Meeting was called to order at 6:00 p.m.

**ROLL CALL:**

**Present:** Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4

**Absent:** District 5 is currently vacant.

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Fire Battalion Chief Jim Forga, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, Deputy City Engineer Randy Bell, Deputy City Engineer Ellen Bitter, Administrative Analyst II Mary Church, Communication Specialist Joseph Carrello, and Assistant Planner Adam Klier.

**INVOCATION:** Rev. Sammie Neely, Mt. Zion Missionary Baptist

**PLEDGE OF ALLEGIANCE:** Roger Sanchez, Financial Services Director

**APPROVAL OF AGENDA:**
**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**PUBLIC COMMENT:**
*The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.*

Jazmin Rueda of Los Girasoles Restaurant spoke on the utility bill.

No further Public Comment was submitted. Public Comment was closed.

**WRITTEN COMMUNICATIONS:** None

**PRESENTATIONS:**

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

2. Proclamation Recognizing December as General Aviation Appreciation Month

3. Proclamation Recognizing Battalion Chief James Forga for 39 Years of CAL FIRE Service and Service to the City of Madera Fire Department

**INTRODUCTIONS:** None

**A. WORKSHOP:** None

**B. CONSENT CALENDAR:**
*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.*

**ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**B-1 Informational Report on Register of Audited Demands for November 21, 2020 to December 4, 2020.**
**Recommendation:** No Action Required (Report by Roger Sanchez)

**B-2 Informational Report on Personnel Activity**
**Recommendation:** No Action Required (Report by Wendy Silva)

**B-3 Antenna and Equipment Space Lease Renewal at the Madera Municipal Airport**

**Recommendation:** Adopt a Resolution Approving the Antenna and Equipment Space Lease Renewal with the Federal Aviation Administration at the Madera Municipal Airport (Report by Daniel Foss)

**RES 20-164** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN ANTENNA AND EQUIPMENT SPACE LEASE RENEWAL WITH THE FEDERAL AVIATION ADMINISTRATION AT THE MADERA MUNICIPAL AIRPORT

**B-4 Madera Metro Public Transportation Agency Safety Plan**

**Recommendation:** Adopt a Resolution Adopting the Madera Metro Public Transportation Agency Safety Plan (Report by Ivette Iraheta)

**RES 20-165** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE MADERA METRO PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

**B-5 Acceptance of Off-Site Improvements Associated with the Love's Travel Stops and Country Stores for the Madera Travel Center Project**

**Recommendation:** Adopt a Resolution Accepting Improvements Required to be Installed in Connection with the Madera Travel Center Project per the terms of the Development Agreement between the City, Lisa M. Guzman, Trustee of the Bypass Trust Under the Guzman Living Trust Dated May 13, 2013 and Love's Travel Stops and Country Stores, Inc. (Report by Keith Helmuth)

**RES 20-166** A RESOLUTION ACCEPTING IMPROVEMENTS FOR LOVE'S TRAVEL STOPS AND COUNTRY STORES FOR THE MADERA TRAVEL CENTER PROJECT AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID DEVELOPMENT IMPROVEMENTS AND AUTHORIZING STAFF TO RECORD THE NOTICE OF ACCEPTANCE

**B-6 Extension of Streambed Alteration Agreement**

**Recommendation:** Approve a Minute Order Authorizing the City Engineer to Request Extension and Execute Streambed Alteration Agreement with California Fish and Wildlife (CDFW) Relating to Routine Maintenance of City-owned Bridges (Report by Keith Helmuth)

**C. PUBLIC HEARINGS:** None

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:**

**D-1 Proposition 68 Per Capita Grant Funds**

**Recommendation:** Adopt a Resolution Approving the Program Application(s) for Proposition 68 Per Capita Grant Funds (Report by John Scarborough)

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**RES 20-167** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE APPLICATION(S) FOR PER CAPITA GRANT FUNDS

**D-2 Gateway Drive-Central Ave-3rd Street-E Street Sidewalk Improvements Project, Federal Project No. CML-5157(095), City Project No. R-38**

**Recommendation:** Adopt a Resolution Approving the Contract Award for Gateway Drive-Central Ave-3rd Street-E Street Sidewalk Improvements Project, Federal Project No. CML-5157(095), City Project No. R-38, in the amount of $383,857.00 to Witbro, Inc. dba Seal Rite Paving and Grading (Report by Keith Helmuth)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**RES 20-168** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR GATEWAY DRIVE - CENTRAL AVE - 3RD STREET - E STREET SIDEWALK IMPROVEMENTS PROJECT, FEDERAL PROJECT NO. CML-5157(095), CITY PROJECT NO. R-38, IN THE AMOUNT OF $383,857.00 TO WITBRO, INC. DBA SEAL RITE PAVING AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

**D-3 Madera Municipal Airport Runway 8-26 Runway Closure Markings**

**Recommendation**: Adopt a Resolution Approving an Agreement with Anderson Striping and Construction, Inc. relating to the Madera Municipal Airport Runway 8-26 Closure Markings (Report by Daniel Foss)

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**RES 20-169** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AGREEMENT WITH ANDERSON STRIPING AND CONSTRUCTION INC. RELATING TO MADERA MUNICIPAL AIRPORT RUNWAY 8-26 CLOSURE MARKINGS

**D-4 Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. to Update the Waste Discharge Permit for the City's Wastewater Treatment Plant**

**Recommendation:** Adopt a Resolution Approving Contract Amendment No. 1 for Professional Engineering Services to Update the Waste Discharge Permit for the Wastewater Treatment Plant in the amount of $157,000 (Report by Daniel Foss)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-4 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**RES 20-170** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPDATE OF THE WASTE DISCHARGE PERMIT FOR THE CITY OF MADERA WASTEWATER TREATMENT PLANT

**D-5 Submittal of Local Early Action Planning Grants Program (LEAP) Grant Application in the Amount of $300,000**

**Recommendation:** Adopt a Resolution Authorizing for, and receipt of, Local Government Planning Support Grant Program Funds (Report by Gary Conte)

**ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-5 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**RES 20-171** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

**D-6 Appointing a Third Councilmember to the City's Cannabis Ad-Hoc Committee**

**Recommendation:** Approve a Minute Order Appointing a Third Councilmember to Serve on the Cannabis Ad-Hoc Committee (Report by Arnoldo Rodriguez)

City Attorney Hilda Cantu Montoy indicated that the Ad-Hoc committees cannot be comprised of half or more than half of the Council. Since the seat for District 5 is currently vacant, appointing another councilmember would make it half, so they are unable to appoint at this time.

City Manager Arnoldo Rodriguez stated this Ad-Hoc Committee can still meet with the two current members which are Mayor Garcia and Councilmember Rodriguez until the seat for District 5 is filled and another councilmember is appointed.

Council tabled this item and directed staff to bring back once the seat for District 5 is no longer vacant.

**E. ADMINISTRATIVE REPORTS**:

**E-1 Discussion on Savings Achieved by Refinancing the City's 2006 California Infrastructure and Economic Development Bank (CIEDB) Wastewater Loan in the amount of $6,497,000, with a Potential Annual Savings of $23,000 to the Sewer Enterprise Fund**

**Recommendation:** Deliberation and Direction Given from Council (Report by Roger Sanchez)

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM E-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**E-2 Seek Direction Regarding the 2021 Regular City Council Meeting Schedule**

**Recommendation:** Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM E-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 6 – COUNCILMEMBER GALLEGOS**
**COUNCILMEMBER RODRIGUEZ**
**COUNCILMEMBER MONTES**
**COUNCILMEMBER EVANS**
**MAYOR PRO TEM VILLEGAS**
**MAYOR GARCIA**

**E-3 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic**

**Recommendation:** Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**
*This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.*

Councilmember Gallegos could not find her notes on what to report. Mayor Garcia said they would come back to her to give her a chance to find her notes.

Councilmember Rodriguez stated that he and City Manager Arnoldo Rodriguez presented Supervisor Max Rodriguez with a Certificate of Appreciation for his tenure with Madera County as he retired.

Councilmember Rodriguez would like City Manager Arnoldo Rodriguez to present a future agenda item with City Employee Remote Work data which includes cost savings to the City, costs associated with equipment at employee homes, and addressing remote work as a component of business after pandemic.

Councilmember Rodriguez advised new councilmembers that he is available if they need assistance.

Councilmember Rodriguez asked City Manager Arnoldo Rodriguez if Assistant Planner Adam Klier wanted to introduce himself. Mr. Klier introduced himself.

Councilmember Montes asked everyone to stay safe and wished everyone a Merry Christmas and Happy Holidays.

Councilmember Evans wished everyone a Merry Christmas and Happy New Year. She thanked everyone for welcoming her to the Council. She thanked City Manager Arnoldo Rodriguez, City Clerk

Alicia Gonzales, and Human Resources Director Wendy Silva for being there for her. She truly appreciates it. She thanked Council for being supporting to her. She asked that everyone stay safe.

Mayor Pro Tem Villegas wished everyone a safe Merry Christmas. He thanked City Manager Arnoldo Rodriguez and City Clerk Alicia Gonzales for their assistance.

Mayor Garcia stated he attended the ADA meeting through Zoom. He didn't address them but was in the background. He thanked ADA for continuing to meet through the pandemic.

Mayor Garcia reminder everyone that applications are available to fill vacancies in City committees and commissions, as well as the Council District 5 seat. He encouraged people to apply.

Mayor Garcia wished Staff and their families safe and happy holidays. He stated that staff is not thanked enough for the work they do. Council does appreciate that work that staff does day-in and day-out for the people of Madera.

Mayor Garcia asked that everyone wear masks, practice social distancing and if possible that they get the flu shot.

Councilmember Gallegos thanked the Madera Evening Lions and Madera District Fairgrounds who put together a Hometown Christmas Parade last Thursday – Saturday. They had and sold out 400 tickets each night. They also took extra cars that wanted to come. She stated she saw happy faces, and kids singing, dancing, and laughing.

Councilmember Gallegos wished everyone a Merry Christmas and Happy Holidays.

**G. <u>CLOSED SESSION</u>:**

**G-1 Conference with Legal Counsel – Anticipated Litigation**
Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)
One Case: City of Madera v. High Speed Rail Authority

**G-2 Conference with Legal Counsel – Anticipated Litigation**
Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)
One Case

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 8:23 p.m.

Council returned from closed session at 9:04 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

City Attorney Hilda Cantu Montoy stated there was no action taken on Item G-1.

Ms. Montoy stated there was no action taken to initiate litigation on Item G-2.

Ms. Montoy stated there was action to proceed with signing onto a letter that MID (Madera Irrigation District) will submit to the Department of Water Resources that objects to New Stone's GSP (Groundwater Sustainability Plan).

**ADJOURNMENT:** The meeting was adjourned at 9:06 p.m. Next regular meeting on January 6, 2021.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Department Director

City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-2

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for February 20, 2021 to March 5, 2021.

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of February 20, 2021 to March 5, 2021 is contained in the attachment and summarized in the following tables.

| ***Table 1:*** *Warrant Distribution Summary* | | |
|---|---|---|
| *Description* | *Check #'s* | *Amount* |
| *General Warrant* | 28800 - 28880 | $594,013.93 |

| ***Table 2:*** *Wire Transfer Summary* | | |
|---|---|---|
| *Description* | *Vendor* | *Amount* |
| *Payroll and Taxes* | Union Bank | $569,289.23 |
| *SDI* | EDD | $2,485.08 |
| *CalPERS Payment* | CalPERS | $128,353.37 |

**DISCUSSION:**

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

**FINANCIAL IMPACT:**

Demands for payments are made within the constraints of the approved 2020/2021 budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**

**REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT**

**March 17, 2021**

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 28800 | 02/23/2021 | PD | PD OPERATIONS | KER'S GAS & LUBE, INC. | JANUARY 2021 PD CAR WASHES | $ 260.00 |
| 28801 | 02/23/2021 | PD | PD OPERATIONS | HARRY D. WILSON INC. | MOTORCYCLE TIRE RIM PARTS | $ 484.84 |
| 28801 | 02/23/2021 | PD | PD OPERATIONS | HARRY D. WILSON INC. | SET OF FRONT BREAK PADS | $ 140.70 |
| 28801 | 02/23/2021 | PD | PD OPERATIONS | HARRY D. WILSON INC. | OIL FILTER & OIL | $ 58.44 |
| 28801 | 02/23/2021 | PD | PD OPERATIONS | HARRY D. WILSON INC. | COOLANT | $ 8.65 |
| 28801 | 02/23/2021 | PD | PD OPERATIONS | HARRY D. WILSON INC. | FLUID 10W | $ 22.70 |
| 28801 | 02/23/2021 | PD | PD OPERATIONS | HARRY D. WILSON INC. | CONTACT CLEANER | $ 10.28 |
| 28802 | 02/23/2021 | PD | PD OPERATIONS | RAUL R. HERRERA JR. | POLYGRAPHS | $ 200.00 |
| 28803 | 02/23/2021 | PD | PD OPERATIONS | DIEBERTS CREATIVE COPY INC | BUSINESS CARDS | $ 37.89 |
| 28804 | 02/23/2021 | PD | PD OPERATIONS | JOSE MADRIGAL | TOWING SERVICES | $ 250.00 |
| 28805 | 02/23/2021 | ENGINEERING | MEAS T - RTP | RMA GEOSCIENCE, INC. | TS-17 TRAFFIC SIGNAL INTERSECTION OF HOWARD | $ 2,930.50 |
| 28806 | 02/23/2021 | CITY ADMIN | CITY ATTORNEY | MONTOY LAW CORPORATION | CITY ATTORNEY CONTRACTED LEGAL SERVICES | $ 25,259.50 |
| 28807 | 02/23/2021 | CITY CLERK | CITY CLERK | GENERAL LOGISTICS SYSTEMS US INC | OVERNIGHT SHIPPING | $ 13.71 |
| 28807 | 02/23/2021 | CITY CLERK | FINANCE | GENERAL LOGISTICS SYSTEMS US INC | OVERNIGHT SHIPPING | $ 6.87 |
| 28808 | 02/23/2021 | HR | PAYROLL TRUST | HALCYON BEHAVIORAL, LLC | EAP/WELLNESS FEBRUARY 2020 | $ 783.18 |
| 28809 | 02/23/2021 | PD | PD OPERATIONS | BAZ ALLERGY ASTHMA & SINUS CENTER | TREATMENT | $ 395.00 |
| 28810 | 02/23/2021 | GRANTS | HOME PROGRAM | ARMANDO VALENZUELA | HOME OOR PI-308 MONTEREY TOP NOTCH | $ 10,669.50 |
| 28811 | 02/23/2021 | WATER | WATER QUALITY | DELLAVALLE LABORATORY,INC. | WEEKLY SAMPLING | $ 1,596.00 |
| 28811 | 02/23/2021 | WATER | WATER QUALITY | DELLAVALLE LABORATORY,INC. | MONTHLY SAMPLING | $ 224.00 |
| 28812 | 02/23/2021 | PD | PD OPERATIONS | AT&T | 01/21 CALNET 3 SERVICE 9391031566 | $ 166.16 |
| 28812 | 02/23/2021 | PD | PD OPERATIONS | AT&T | 01/21 CALNET 3 SERVICE 9391031578 | $ 174.18 |
| 28812 | 02/23/2021 | PD | PD OPERATIONS | AT&T | 01/21 CALNET 3 SVS 9391064552 | $ 301.86 |
| 28813 | 02/23/2021 | FINANCE | CITY CLERK | AT&T | 11/20 FIRSTNET SERVICE 287302656036 | $ 44.12 |
| 28813 | 02/23/2021 | FINANCE | CITY CLERK | AT&T | 12/20 FIRSTNET SERVICE 287302656036 | $ 97.27 |
| 28813 | 02/23/2021 | FINANCE | CITY COUNCIL | AT&T | 12/20 FIRSTNET SERVICE 287302656036 | $ 364.63 |
| 28813 | 02/23/2021 | FINANCE | COMPUTER MAINT | AT&T | 11/20 FIRSTNET SERVICE 287302656036 | $ 4,738.82 |
| 28813 | 02/23/2021 | FINANCE | ENGINEERING | AT&T | 11/20 FIRSTNET SERVICE 287302656036 | $ 128.04 |
| 28813 | 02/23/2021 | FINANCE | ENGINEERING | AT&T | 12/20 FIRSTNET SERVICE 287302656036 | $ 224.16 |
| 28813 | 02/23/2021 | FINANCE | FACILITIES MAINT | AT&T | 12/20 FIRSTNET SERVICE 287302656036 | $ 509.50 |
| 28813 | 02/23/2021 | FINANCE | FINANCE | AT&T | 12/20 FIRSTNET SERVICE 287302656036 | $ 169.82 |
| 28813 | 02/23/2021 | FINANCE | PD OPERATIONS | AT&T | 12/20 FIRSTNET SERVICE 287302965625 | $ 12,922.46 |
| 28813 | 02/23/2021 | FINANCE | PD OPERATIONS | AT&T | 11/20 FIRSTNET SERVICE 287302965625 | $ 5,869.93 |
| 28814 | 02/23/2021 | PD | PD OPERATIONS | CA DEPARTMENT OF JUSTICE | JANUARY 2021 FINGERPRINTING | $ 285.00 |
| 28814 | 02/23/2021 | PD | PD OPERATIONS | CA DEPARTMENT OF JUSTICE | DECEMBER 2020 BLOOD ALCOHOL ANALYSIS | $ 1,470.00 |
| 28815 | 02/23/2021 | BUILDING | BUILDING | FIRE SAFETY SOLUTIONS, LLC | FIRE PROTECTION ENG SVS 2/1/21-2/14/21 | $ 9,506.25 |
| 28816 | 02/23/2021 | FINANCE | FINANCE | FRESNO BEE, THE | RECRUITMENT AD | $ 871.00 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 28816 | 02/23/2021 | HR | ENGINEERING | FRESNO BEE, THE | RECRUITMENT AD | $ 881.00 |
| 28817 | 02/23/2021 | FINANCE | FINANCE | MUNISERVICES, LLC | SUTA SVS FOR TAX QTR ENDING SEPTEMBER 30, 2020 | $ 2,925.18 |
| 28818 | 02/23/2021 | FINANCE | WATER CONSERV | CITY OF MADERA | TOILET REPLACEMENT REBATE- ACCT 9919272 | $ 200.00 |
| 28818 | 02/23/2021 | GRANTS | INTERMODAL BLDG | CITY OF MADERA | 11/20 UTILITY SERVICE 3040431 | $ 72.77 |
| 28819 | 02/23/2021 | PD | PD OPERATIONS | MADERA TRIBUNE | RECRUITMENT AD | $ 64.60 |
| 28819 | 02/23/2021 | PD | PD OPERATIONS | MADERA TRIBUNE | POLICE OFFICER TRAINING AD | $ 49.40 |
| 28820 | 02/23/2021 | FLEET | CODE ENF | MADERA UNIFIED SCHOOL DISTRICT | JANUARY CNG FUEL USAGE | $ 13.01 |
| 28820 | 02/23/2021 | FLEET | ENGINEERING | MADERA UNIFIED SCHOOL DISTRICT | JANUARY CNG FUEL USAGE | $ 109.91 |
| 28820 | 02/23/2021 | FLEET | MOTOR POOL | MADERA UNIFIED SCHOOL DISTRICT | JANUARY CNG FUEL USAGE | $ 6.37 |
| 28820 | 02/23/2021 | FLEET | PARKS | MADERA UNIFIED SCHOOL DISTRICT | JANUARY CNG FUEL USAGE | $ 170.04 |
| 28820 | 02/23/2021 | FLEET | STREETS | MADERA UNIFIED SCHOOL DISTRICT | JANUARY CNG FUEL USAGE | $ 126.89 |
| 28821 | 02/23/2021 | PD | PD OPERATIONS | MADERA UNIFORM & ACCESSORIES | RAZOR BODY ARMOR | $ 849.76 |
| 28821 | 02/23/2021 | PD | PD OPERATIONS | MADERA UNIFORM & ACCESSORIES | BRASS NAME PLATE | $ 14.02 |
| 28822 | 02/23/2021 | PARKS | AQUATICSS | MAMMOTH OXYGEN | CO2 FOR POOL | $ 338.82 |
| 28823 | 02/23/2021 | FINANCE | ZONE 34B | PACIFIC GAS & ELECTRIC | 02/21 SERVICE 0443905948-8 | $ 9.86 |
| 28823 | 02/23/2021 | FINANCE | PRIOR BONDS | PACIFIC GAS & ELECTRIC | 11/20 SERVICE 2000655655-7 | $ 890.63 |
| 28823 | 02/23/2021 | FINANCE | PRIOR BONDS | PACIFIC GAS & ELECTRIC | 12/20 SERVICE 2000655655-7 | $ 1,064.88 |
| 28823 | 02/23/2021 | FINANCE | PRIOR BONDS | PACIFIC GAS & ELECTRIC | 01/21 SERVICE 2000655655-7 | $ 1,421.01 |
| 28824 | 02/23/2021 | ENGINEERING | STREETS CAPITAL | AVISON CONSTRUCTION INC | R-77 PROJECT CONSTRUCTION CONTRACT | $ 206,570.64 |
| 28825 | 02/23/2021 | SEWER | SEWER OPS | PITNEY BOWES, INC. | POSTAGE REFILL | $ 737.42 |
| 28826 | 02/23/2021 | PD | PD OPERATIONS | CENTER FOR EDUCATION & EMPLOYMENT LAW | 1 YR SUBSCRIPTION | $ 159.00 |
| 28827 | 02/23/2021 | PD | PD OPERATIONS | SPEAKWRITE LLC | TRANSLATION SERVICES | $ 65.27 |
| 28828 | 02/23/2021 | PW ADMIN | AIRPORT OPS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 131.30 |
| 28828 | 02/23/2021 | PW ADMIN | ANIMAL CONTROL | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 65.16 |
| 28828 | 02/23/2021 | PW ADMIN | BUILDING | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 91.90 |
| 28828 | 02/23/2021 | PW ADMIN | BUILDING | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 110.33 |
| 28828 | 02/23/2021 | PW ADMIN | CODE ENF | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 75.39 |
| 28828 | 02/23/2021 | PW ADMIN | CODE ENF | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 122.70 |
| 28828 | 02/23/2021 | PW ADMIN | DRAINAGE | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 204.97 |
| 28828 | 02/23/2021 | PW ADMIN | DRAINAGE | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 50.71 |
| 28828 | 02/23/2021 | PW ADMIN | ENGINEERING | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 77.00 |
| 28828 | 02/23/2021 | PW ADMIN | ENGINEERING | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 50.91 |
| 28828 | 02/23/2021 | PW ADMIN | FACILITIES MAINT | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 193.41 |
| 28828 | 02/23/2021 | PW ADMIN | FACILITIES MAINT | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 53.40 |
| 28828 | 02/23/2021 | PW ADMIN | MOTOR POOL | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 42.72 |
| 28828 | 02/23/2021 | PW ADMIN | MOTOR POOL | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 163.55 |
| 28828 | 02/23/2021 | PW ADMIN | GRAFFITI ABATE | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 189.22 |
| 28828 | 02/23/2021 | PW ADMIN | GRAFFITI ABATE | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 262.82 |
| 28828 | 02/23/2021 | PW ADMIN | PARKS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 1,056.67 |
| 28828 | 02/23/2021 | PW ADMIN | PARKS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 1,010.17 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 28828 | 02/23/2021 | PW ADMIN | PD OPERATIONS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 2,337.99 |
| 28828 | 02/23/2021 | PW ADMIN | PD OPERATIONS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 1,831.50 |
| 28828 | 02/23/2021 | PW ADMIN | STREETS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 281.12 |
| 28828 | 02/23/2021 | PW ADMIN | STREETS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 744.07 |
| 28828 | 02/23/2021 | PW ADMIN | SEWER OPS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 73.56 |
| 28828 | 02/23/2021 | PW ADMIN | SEWER OPS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 179.28 |
| 28828 | 02/23/2021 | PW ADMIN | STREET CLEANING | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 850.27 |
| 28828 | 02/23/2021 | PW ADMIN | STREET CLEANING | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 869.07 |
| 28828 | 02/23/2021 | PW ADMIN | TRANS - FIXED | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 1,171.23 |
| 28828 | 02/23/2021 | PW ADMIN | TRANS - FIXED | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 1,151.64 |
| 28828 | 02/23/2021 | PW ADMIN | TRANS - DAR | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 1,065.65 |
| 28828 | 02/23/2021 | PW ADMIN | TRANS - DAR | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 1,047.81 |
| 28828 | 02/23/2021 | PW ADMIN | WATER OPS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 304.09 |
| 28828 | 02/23/2021 | PW ADMIN | WATER OPS | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 472.99 |
| 28828 | 02/23/2021 | PW ADMIN | WATER QUALITY | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 02/01/21-02/10/21 | $ 84.98 |
| 28828 | 02/23/2021 | PW ADMIN | WATER QUALITY | TESEI PETROLEUM INC. | FUEL FOR CITY VEHICLES 01/11/21-01/20/21 | $ 31.81 |
| 28829 | 02/23/2021 | PD | PD OPERATIONS | TRANSUNION RISK & ALTERNATIVE DATA SOL. | DATABASE ACCESS JANUARY 2021 | $ 207.30 |
| 28830 | 02/23/2021 | FINANCE | AIRPORT OPS | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 1,691.49 |
| 28830 | 02/23/2021 | FINANCE | AQUATICSS | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 49.97 |
| 28830 | 02/23/2021 | FINANCE | BUILDING | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 174.14 |
| 28830 | 02/23/2021 | FINANCE | CENTRAL ADMIN | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 92.76 |
| 28830 | 02/23/2021 | FINANCE | CITY CLERK | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 2.55 |
| 28830 | 02/23/2021 | FINANCE | CITY COUNCIL | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 9.25 |
| 28830 | 02/23/2021 | FINANCE | CODE ENF | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ (593.54) |
| 28830 | 02/23/2021 | FINANCE | COMM & REC | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 516.09 |
| 28830 | 02/23/2021 | FINANCE | COMM PROMO | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 417.90 |
| 28830 | 02/23/2021 | FINANCE | COMPUTER MAINT | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 2,858.47 |
| 28830 | 02/23/2021 | FINANCE | DRAINAGE | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 1,575.58 |
| 28830 | 02/23/2021 | FINANCE | ENGINEERING | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 1,483.77 |
| 28830 | 02/23/2021 | FINANCE | FACILITIES MAINT | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 2,552.16 |
| 28830 | 02/23/2021 | FINANCE | FINANCE | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 735.42 |
| 28830 | 02/23/2021 | FINANCE | FIRE | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 2,045.28 |
| 28830 | 02/23/2021 | FINANCE | FLEET MAINT | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 8,526.09 |
| 28830 | 02/23/2021 | FINANCE | GENERAL FUND | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 173.20 |
| 28830 | 02/23/2021 | FINANCE | GRANT OVERSIGHT | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 75.00 |
| 28830 | 02/23/2021 | FINANCE | GRAFFITI ABATE | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 289.71 |
| 28830 | 02/23/2021 | FINANCE | HR/RISK MGT | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 397.18 |
| 28830 | 02/23/2021 | FINANCE | INS/RISK MGT | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 320.00 |
| 28830 | 02/23/2021 | FINANCE | MEAS K - FIRE | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 1,970.36 |
| 28830 | 02/23/2021 | FINANCE | PARKS | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 5,324.70 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 28830 | 02/23/2021 | FINANCE | PARKS ADMIN | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 56.38 |
| 28830 | 02/23/2021 | FINANCE | PD OPERATIONS | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 1,396.27 |
| 28830 | 02/23/2021 | FINANCE | PLANNING | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 682.67 |
| 28830 | 02/23/2021 | FINANCE | STREETS | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 2,413.52 |
| 28830 | 02/23/2021 | FINANCE | RECREATION | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 367.00 |
| 28830 | 02/23/2021 | FINANCE | SEWER OPS | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 1,869.12 |
| 28830 | 02/23/2021 | FINANCE | SR CITIZEN COMM | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 56.36 |
| 28830 | 02/23/2021 | FINANCE | STREET CLEANING | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 4.31 |
| 28830 | 02/23/2021 | FINANCE | SUPP LAW ENF | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 123.85 |
| 28830 | 02/23/2021 | FINANCE | TIRE CLEAN UP | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 927.00 |
| 28830 | 02/23/2021 | FINANCE | TRANS - FIXED | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 552.78 |
| 28830 | 02/23/2021 | FINANCE | TRANS - DAR | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 9.66 |
| 28830 | 02/23/2021 | FINANCE | WATER OPS | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 2,746.05 |
| 28830 | 02/23/2021 | FINANCE | WATER QUALITY | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 209.29 |
| 28830 | 02/23/2021 | FINANCE | WWTP | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 547.83 |
| 28830 | 02/23/2021 | FINANCE | MEAS K - PD | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 281.29 |
| 28830 | 02/23/2021 | FINANCE | CITY MANAGER | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 99.00 |
| 28830 | 02/23/2021 | FINANCE | PURCHASING | US BANK CORPORATE PAYMENT SYSTEMS | 01/21 CAL-CARD CHARGES | $ 938.64 |
| 28831 | 02/23/2021 | GRANTS | INTERMODAL BLDG | VILLA GARDENING SERVICE INC | JANUARY LAWN SERVICE | $ 500.00 |
| 28832 | 02/23/2021 | PD | SUPP LAW ENF | VE24/7 PETVETS | EUTHANASIA SERVICES | $ 214.00 |
| 28833 | 02/23/2021 | PD | MEAS K - PD | WATCHGUARD VIDEO | DUTY BELT CLIP, SLIDE LATCH, & HEX KEY | $ 340.99 |
| 28834 | 02/23/2021 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | SPORTS CANCELLATION DUE TO COVID | $ 50.00 |
| 28834 | 02/23/2021 | PARKS | PARKS | OTP- PARKS REFUNDS | SPORTS CANCELLATION DUE TO COVID | $ 170.00 |
| 28834 | 02/23/2021 | PARKS | PARKS ADMIN | OTP- PARKS REFUNDS | SPORTS CANCELLATION DUE TO COVID | $ 25.00 |
| 28835 | 02/23/2021 | UB -WATER | WATER FUND | OTP- UB REFUNDS | UTILITY BILLING DEPOSIT REFUND | $ 44.95 |
| 28836 | 03/02/2021 | WWTP | WWTP | TERRAFORM POWER, LLC. | SOLAR ELECTRIC UTILITIES | $ 7,751.64 |
| 28837 | 03/02/2021 | FINANCE | PAYROLL TRUST | COURT ORDERED DEBT COLLECTIONS | COURT ORDERED DEBT COLLECTION | $ 211.44 |
| 28838 | 03/02/2021 | FINANCE | PAYROLL TRUST | CA DEPARTMENT OF CHILD SUPPORT | CHILD SUPPORT DEDUCTIONS | $ 1,989.19 |
| 28839 | 03/02/2021 | FINANCE | PAYROLL TRUST | MID-MGMT EMPLOYEE GROUP | FEBRUARY 2021 MONTHLY DUES | $ 620.00 |
| 28840 | 03/02/2021 | ENGINEERING | FAU CMAQ | A S DEZIGN, INC. | ALLEY PAVING VARIOUS LOCATIONS | $ 31,857.56 |
| 28840 | 03/02/2021 | ENGINEERING | LTF - STREETS | A S DEZIGN, INC. | ALLEY PAVING VARIOUS LOCATIONS | $ 1,418.30 |
| 28840 | 03/02/2021 | ENGINEERING | MEAS T - ENVIRO | A S DEZIGN, INC. | ALLEY PAVING VARIOUS LOCATIONS | $ 1,551.02 |
| 28841 | 03/02/2021 | FINANCE | PAYROLL TRUST | MADERA CO SHERIFF-CIVIL DIVISION | SHERIFF GARNISHMENT ORDER | $ 174.00 |
| 28842 | 03/02/2021 | ENGINEERING | WATER CAPITAL | DAVIDS ENGINEERING, INC. | PROFESSIONAL SERVICES | $ 5,902.81 |
| 28843 | 03/02/2021 | FINANCE | PARKS | ELITE MAINTENANCE AND TREE SERVICE | LANDSCAPE MAINTENANCE JANUARY 2021 | $ 5,070.00 |
| 28843 | 03/02/2021 | PARKS | PARKING DIST OPS | ELITE MAINTENANCE AND TREE SERVICE | MONTHLY LANDSCAPE MAINT DOWNTOWN DISTRICT | $ 455.00 |
| 28843 | 03/02/2021 | PARKS | MEDIAN LANDS | ELITE MAINTENANCE AND TREE SERVICE | MONTHLY LANDSCAPE MAINT JANUARY 2021 | $ 11,215.00 |
| 28844 | 03/02/2021 | FINANCE | CITY MANAGER | HINDERLITER, DE LLAMAS AND ASSOCIATES | CANNABIS CONSULTING SERVICES- JANUARY 2021 | $ 1,125.00 |
| 28845 | 03/02/2021 | FINANCE | AIRPORT OPS | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 589.42 |
| 28845 | 03/02/2021 | FINANCE | BUILDING | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 119.94 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 28845 | 03/02/2021 | FINANCE | CENTRAL ADMIN | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 39.07 |
| 28845 | 03/02/2021 | FINANCE | CITY ATTORNEY | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 39.07 |
| 28845 | 03/02/2021 | FINANCE | CITY CLERK | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 32.90 |
| 28845 | 03/02/2021 | FINANCE | CODE ENF | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 657.28 |
| 28845 | 03/02/2021 | FINANCE | COMM & REC | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 1,836.12 |
| 28845 | 03/02/2021 | FINANCE | COMPUTER MAINT | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 124.05 |
| 28845 | 03/02/2021 | FINANCE | ENGINEERING | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 275.52 |
| 28845 | 03/02/2021 | FINANCE | FINANCE | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 93.90 |
| 28845 | 03/02/2021 | FINANCE | FIRE | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 1,179.53 |
| 28845 | 03/02/2021 | FINANCE | GRANT OVERSIGHT | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 115.14 |
| 28845 | 03/02/2021 | FINANCE | HR/RISK MGT | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 78.13 |
| 28845 | 03/02/2021 | FINANCE | PD OPERATIONS | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 657.28 |
| 28845 | 03/02/2021 | FINANCE | PLANNING | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 100.75 |
| 28845 | 03/02/2021 | FINANCE | UB - GARBAGE | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 228.91 |
| 28845 | 03/02/2021 | FINANCE | UB - SEWER | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 228.92 |
| 28845 | 03/02/2021 | FINANCE | UB - WATER | AT&T | 01/21 SERVICE 831-000-6408 576 | $ 457.83 |
| 28846 | 03/02/2021 | FINANCE | COMM & REC | AT&T | 01/21 CALNET 3 SERVICE 9391026396 | $ 138.83 |
| 28846 | 03/02/2021 | FINANCE | SEWER OPS | AT&T | 01/21 CALNET 3 SERVICE 9391031570 | $ 210.49 |
| 28846 | 03/02/2021 | FINANCE | SEWER OPS | AT&T | 02/21 CALNET 3 SERVICE 9391031570 | $ 210.49 |
| 28846 | 03/02/2021 | FINANCE | SR CITIZEN COMM | AT&T | 01/21 CALNET 3 SERVICE 9391026398 | $ 23.49 |
| 28846 | 03/02/2021 | FINANCE | SR CITIZEN COMM | AT&T | 01/21 CALNET 3 SERVICE 9391026403 | $ 26.36 |
| 28846 | 03/02/2021 | FINANCE | MEAS K - PD | AT&T | 01/21 CALNET 3 SERVICE 9391059143 | $ 1,096.86 |
| 28846 | 03/02/2021 | FINANCE | MEAS K - PD | AT&T | 02/21 CALNET 3 SERVICE 9391020514 | $ 166.16 |
| 28847 | 03/02/2021 | FINANCE | PD OPERATIONS | AT&T | 01/21 FIRSTNET SERVICE 287302965625 | $ 3,980.26 |
| 28848 | 03/02/2021 | WWTP | WWTP | BSK ASSOCIATES | PERMIT COMPLIANCE LAB | $ 834.00 |
| 28848 | 03/02/2021 | WWTP | WWTP | BSK ASSOCIATES | SLUDGE MONITORING/COMPLIANCE LAB | $ 566.00 |
| 28849 | 03/02/2021 | HR | CITY MANAGER | BLUE SHIELD OF CALIFORNIA | CITY PAID RETIREE MED BILL MARCH 2021 | $ 183.00 |
| 28850 | 03/02/2021 | PD | PD OPERATIONS | CA DEPARTMENT OF JUSTICE | JANUARY 2021 BLOOD ALCOHOL ANALYSIS | $ 1,540.00 |
| 28851 | 03/02/2021 | FACILITIES | FACILITIES MAINT | CA DEPARTMENT OF TRANSPORTATION | SIGNALS & LIGHTING BILLING OCT 2020- DEC 2020 | $ 6,845.88 |
| 28852 | 03/02/2021 | FINANCE | PD OPERATIONS | CANON FINANCIAL SERVICES | COPIER LEASE- CHIEF'S OFFICE | $ 232.16 |
| 28853 | 03/02/2021 | FINANCE | PAYROLL TRUST | COLONIAL LIFE & ACCIDENT INSURANCE CO | EE LIFE INSURANCE | $ 889.44 |
| 28854 | 03/02/2021 | CODE ENF | CODE ENF | CORELOGIC INFORMATION SOLUTIONS INC | REALQUEST JANUARY 2021 | $ 175.00 |
| 28855 | 03/02/2021 | FINANCE | UB - GARBAGE | DATAPROSE, LLC | JANUARY 2021 NEWSLETTER | $ 2,054.55 |
| 28855 | 03/02/2021 | FINANCE | UB - GARBAGE | DATAPROSE, LLC | FEBRUARY 2021 NEWSLETTER | $ 295.79 |
| 28855 | 03/02/2021 | FINANCE | UB - SEWER | DATAPROSE, LLC | JANUARY 2021 NEWSLETTER | $ 2,054.55 |
| 28855 | 03/02/2021 | FINANCE | UB - SEWER | DATAPROSE, LLC | FEBRUARY 2021 NEWSLETTER | $ 295.79 |
| 28855 | 03/02/2021 | FINANCE | UB - WATER | DATAPROSE, LLC | JANUARY 2021 NEWSLETTER | $ 4,109.10 |
| 28855 | 03/02/2021 | FINANCE | UB - WATER | DATAPROSE, LLC | FEBRUARY 2021 NEWSLETTER | $ 591.59 |
| 28856 | 03/02/2021 | FINANCE | PAYROLL TRUST | ADMINISTRATIVE SOLUTIONS | ADMIN FEES FOR FEBRUARY 2021 | $ 72.00 |
| 28857 | 03/02/2021 | FINANCE | PAYROLL TRUST | ADMINISTRATIVE SOLUTIONS | MEDICAL & CHILD CARE EXP ACCT | $ 1,076.70 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
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| 28858 | 03/02/2021 | FINANCE | PAYROLL TRUST | ADMINISTRATIVE SOLUTIONS | ASI MEDICAL PART A FOR CLAIMS FEB 2021 PAYROLL | $ 28,342.45 |
| 28859 | 03/02/2021 | FINANCE | PAYROLL TRUST | M A C E A | FEBRUARY 2021 MONTHLY DUES | $ 1,900.00 |
| 28860 | 03/02/2021 | PD | SUPP LAW ENF | MADERA ANIMAL HOSPITAL | VETERINARY SERVICES | $ 987.20 |
| 28861 | 03/02/2021 | FINANCE | WATER CONSERV | CITY OF MADERA | DRIP IRRIGATION REBATE APPLY TO UB ACCT | $ 49.76 |
| 28862 | 03/02/2021 | FINANCE | PAYROLL TRUST | M.C.E.A. | FEBRUARY 2021 MONTHLY DUES | $ 350.00 |
| 28863 | 03/02/2021 | FINANCE | PAYROLL TRUST | M P O A | DECEMBER 2020 MONTHLY DUES | $ 7,685.44 |
| 28863 | 03/02/2021 | FINANCE | PAYROLL TRUST | M P O A | FEBRUARY 2021 MONTHLY DUES | $ 7,485.44 |
| 28864 | 03/02/2021 | PLANNING | PLANNING | MADERA TRIBUNE | DRC PUBLIC NOTICE - PLANING | $ 133.25 |
| 28865 | 03/02/2021 | FINANCE | PAYROLL TRUST | N.P.C.-ORCHARD TRUST COMPANY | EE DEFERRED COMPENSATION CONTRIBUTIONS | $ 8,739.68 |
| 28866 | 03/02/2021 | FINANCE | PAYROLL TRUST | N.P.C.-ORCHARD TRUST COMPANY | EE DEFERRED COMPENSATION CONTRIBUTIONS | $ 1,180.62 |
| 28867 | 03/02/2021 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 02/21 SERVICE 1619119913-8 | $ 91.49 |
| 28867 | 03/02/2021 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 02/21 SERVICE 6690755760-8 | $ 67.89 |
| 28867 | 03/02/2021 | FINANCE | INTERMODAL BLDG | PACIFIC GAS & ELECTRIC | 02/21 SERVICE 1950349675-4 | $ 1,138.60 |
| 28867 | 03/02/2021 | FINANCE | PRIOR BONDS | PACIFIC GAS & ELECTRIC | 02/21 SERVICE 2000655655-7 | $ 985.63 |
| 28868 | 03/02/2021 | FACILITIES | GENERAL CAPITAL | SALEM ENGINEERING GROUP | CITY OF MADERA SOLAR PROJECT | $ 21,121.00 |
| 28869 | 03/02/2021 | WWTP | WWTP | POLYDYNE INC. | WATER AND WASTEWATER TREATING CHEMICALS | $ 6,722.33 |
| 28870 | 03/02/2021 | PD | GENERAL TRUST | PROFORCE | AMMUNITION | $ 411.30 |
| 28871 | 03/02/2021 | HR | SEWER OPS | REGENCE BLUECROSS BLUESHIELD OF UT | CITY PAID RETIREE PRESCRIPTION BILL MARCH 2021 | $ 177.75 |
| 28871 | 03/02/2021 | HR | WATER OPS | REGENCE BLUECROSS BLUESHIELD OF UT | CITY PAID RETIREE PRESCRIPTION BILL MARCH 2021 | $ 177.75 |
| 28872 | 03/02/2021 | WWTP | WWTP | SYNAGRO WEST, INC. | BIOSOLIDS HAULING & DISPOSAL | $ 9,787.61 |
| 28873 | 03/02/2021 | WWTP | WWTP | TESEI PETROLEUM INC. | FUEL FOR EQUIPMENT | $ 1,389.98 |
| 28874 | 03/02/2021 | ENGINEERING | LTF - STREETS | UNION PACIFIC RAILROAD CO. | PLAN REVIEW OLIVE ST / MILE POST 184.5-185.0 | $ 641.26 |
| 28875 | 03/02/2021 | FINANCE | PAYROLL TRUST | VANTAGEPOINT TRANSFER AGENTS-457 | EE DEFERRED COMPENSATION CONTRIBUTIONS | $ 25,956.02 |
| 28876 | 03/02/2021 | FINANCE | AIRPORT OPS | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 66.11 |
| 28876 | 03/02/2021 | FINANCE | BUILDING | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 155.25 |
| 28876 | 03/02/2021 | FINANCE | CITY COUNCIL | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 304.08 |
| 28876 | 03/02/2021 | FINANCE | CODE ENF | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 109.76 |
| 28876 | 03/02/2021 | FINANCE | COMPUTER MAINT | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 18.41 |
| 28876 | 03/02/2021 | FINANCE | ENGINEERING | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 89.76 |
| 28876 | 03/02/2021 | FINANCE | FACILITIES MAINT | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 23.81 |
| 28876 | 03/02/2021 | FINANCE | FINANCE | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 89.27 |
| 28876 | 03/02/2021 | FINANCE | FIRE | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 114.03 |
| 28876 | 03/02/2021 | FINANCE | FLEET MAINT | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 2.29 |
| 28876 | 03/02/2021 | FINANCE | GRANT OVERSIGHT | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 51.75 |
| 28876 | 03/02/2021 | FINANCE | HR/RISK MGT | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 112.23 |
| 28876 | 03/02/2021 | FINANCE | PARKS | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 104.56 |
| 28876 | 03/02/2021 | FINANCE | PD OPERATIONS | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 1,249.09 |
| 28876 | 03/02/2021 | FINANCE | PLANNING | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 103.50 |
| 28876 | 03/02/2021 | FINANCE | STREETS | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 175.55 |
| 28876 | 03/02/2021 | FINANCE | RECREATION | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 0.53 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 28876 | 03/02/2021 | FINANCE | SEWER OPS | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 49.60 |
| 28876 | 03/02/2021 | FINANCE | STREET CLEANING | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 0.53 |
| 28876 | 03/02/2021 | FINANCE | UB - WATER | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 11.98 |
| 28876 | 03/02/2021 | FINANCE | WATER OPS | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 271.03 |
| 28876 | 03/02/2021 | FINANCE | WATER QUALITY | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 64.80 |
| 28876 | 03/02/2021 | FINANCE | WWTP | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 163.87 |
| 28876 | 03/02/2021 | FINANCE | MEAS K - PD | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 42.75 |
| 28876 | 03/02/2021 | FINANCE | CITY MANAGER | VERIZON WIRELESS | CITY CELL PHONE CHARGES 01/11/21-02/10/21 | $ 85.12 |
| 28877 | 03/02/2021 | BUILDING | BUILDING | BLDING/PLAN REFNDS | CANCELLATION REQUEST, REIMB OF FEES PAID | $ 81.74 |
| 28877 | 03/02/2021 | BUILDING | GENERAL FUND | BLDING/PLAN REFNDS | CANCELLATION REQUEST, REIMB OF FEES PAID | $ 1.50 |
| 28878 | 03/02/2021 | BUILDING | BUILDING | BLDING/PLAN REFNDS | CANCELLATION REQUEST, REIMB OF FEES PAID | $ 58.60 |
| 28878 | 03/02/2021 | BUILDING | GENERAL FUND | BLDING/PLAN REFNDS | CANCELLATION REQUEST, REIMB OF FEES PAID | $ 1.50 |
| 28879 | 03/02/2021 | BUILDING | BUILDING | BLDING/PLAN REFNDS | CANCELLATION REQUEST, REIMB OF FEES PAID | $ 153.50 |
| 28879 | 03/02/2021 | BUILDING | GENERAL FUND | BLDING/PLAN REFNDS | CANCELLATION REQUEST, REIMB OF FEES PAID | $ 6.15 |
| 28880 | 03/02/2021 | PARKS | COMM & REC | OTP- PARKS REFUNDS | FACILITY CANCELLATION DUE TO COVID 19 | $ 735.00 |
| 28880 | 03/02/2021 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | FACILITY CANCELLATION DUE TO COVID 19 | $ 200.00 |
| 28880 | 03/02/2021 | PARKS | PARKS ADMIN | OTP- PARKS REFUNDS | FACILITY CANCELLATION DUE TO COVID 19 | $ 25.00 |
| | | | | **BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL** | | **$ 594,013.93** |

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-3

**SUBJECT:**

Informational Report on Personnel Activity

**RECOMMENDATION:**

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

**SUMMARY:**

The purpose of this report is to provide the Council a monthly informational update on employment matters, including new hires, transfers, and terminations.

**DISCUSSION:**

The Civil Service Commission met March 4, 2021, and approved eligibility lists for the following classifications.

- Procurement Services Manager
- Administrative Analyst I
- Police Officer Trainee

The following employees began employment with the City since our last report.

**Table 1:** *New Hires and Re-hires*

| *Name* | *Position* | *Department* | *Status** | *Effective Date* |
|---|---|---|---|---|
| Mona Gonzalez (re-hire) | Accounting Technician I | Finance – Utility Billing | PT | 3/1/21 |
| Alexis Raymundo | Engineering Intern | Engineering | PT | 3/3/21 |

*Status: PT = Part Time, FT = Full Time

The following employees separated from employment since our last report.

| **Table 2:** *Separations* | | | | |
|---|---|---|---|---|
| *Name* | *Position* | *Department* | *Status** | *Effective Date* |
| Noy Hong | Assistant Engineer | Engineering | FT | 2/26/21 |
| Andrew Martinez | Neighborhood Preservation Specialist II | Police – Code Enforcement | FT | 2/28/21 |

*Status: PT = Part Time, FT = Full Time

**FINANCIAL IMPACT:**

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-4

**SUBJECT:**

Appointment to the City's ADA Advisory Council (MADAAC)

**RECOMMENDATION:**

Adopt a resolution approving Mayor Garcia's appointment of Gabriela Gonzalez to the City's ADA Advisory Council

**SUMMARY:**

Mayor Garcia desires to appoint Gabriela Gonzalez to MADAAC as the Mayor's representative.

**DISCUSSION:**

MADAAC was established by the City Council in 2006 to advise the City on matters relating to providing accessible facilities, services, programs, and infrastructure. MADAAC consists of seven members appointed by the City Council. Each member of the City Council may recommend an appointment, with the appointment to be confirmed by the City Council as a whole.

Gabriela Gonzalez has submitted an application to serve on MADAAC; and Mayor Garcia desires to appoint her to the Advisory Council as his representative.

**FINANCIAL IMPACT:**

Appointees to MADAAC serve in a volunteer capacity.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

MADAAC plays an integral role in helping the City to achieve vision action items related to accessibility. Specifically:

113.1 After update of General Plan, update existing City Accessibility Plan.
113.4 Provide parking with easy access for the handicapped.
138.1 Update the City of Madera's ADA program.

138.2 Inventory those public structures currently not in ADA compliance and develop a plan to bring them into compliance.

**ALTERNATIVES:**

The City Council may approve the appointment recommended by Mayor Garcia or may choose to not take action on the resolution.

**ATTACHMENTS:**

1. Resolution
2. Application from Gabriela Gonzalez to serve on MADAAC

**Resolution No. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING GABRIELA GONZALEZ TO THE CITY OF MADERA ADA ADVISORY COUNCIL**

**WHEREAS**, the City of Madera has established an ADA Advisory Council to serve in an advisory capacity to the City Council and City staff; and

**WHEREAS**, the ADA Advisory Council is comprised of seven citizens appointed by members of the City Council and subject to confirmation by the Council as a whole; and

**WHEREAS**, Mayor Garcia desires to appoint Gabriela Gonzalez to the ADA Advisory Council for a term concluding December 2024 or as otherwise provided in the Madera Municipal Code; and

**WHEREAS**, Ms. Gonzalez has expressed her desire to serve on the ADA Advisory Council.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. Gabriela Gonzalez is appointed to the ADA Advisory Council for a term ending December 2024, unless otherwise indicated by the Madera Municipal Code.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * * * *

RECEIVED
OFFICE OF THE CITY CLERK

FEB 26 2021

BY L.Gonzales

cc: HR
Mayor

# CITY OF MADERA
# COMMISSION, BOARD, AND COMMITTEE

## APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- [X] ADA Advisory Council
- [ ] Airport Advisory Commission
- [ ] Beautification Committee
- [ ] Civil Service Commission
- [ ] CDBG Review and Advisory Committee
- [ ] Loan Review Committee
- [ ] Planning Commission
- [ ] Transit Advisory Board
- [ ] Other:_____

*Please type or print in ink.*

| LAST NAME | FIRST NAME | M.I. |
|---|---|---|
| Gonzalez | Gabriela | |

| HOME ADDRESS | CITY, STATE, ZIP | HOME PHONE |
|---|---|---|
| [redacted] | Madera Ca. 93638 | [redacted] |

| MAILING ADDRESS | CITY, STATE ZIP | E-MAIL ADDRESS |
|---|---|---|
| | | [redacted] |

| EMPLOYER | JOB TITLE | BUSINESS PHONE |
|---|---|---|
| CAPMC | Master Teacher | |

| LENGTH OF RESIDENCE IN CITY OF MADERA | ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? | HAVE YOU EVER BEEN CONVICTED OF A FELONY? |
|---|---|---|
| 29 YEARS ____ MONTHS | [X] YES [ ] NO | [ ] YES [X] NO |

EDUCATIONAL BACKGROUND:

| |
|---|
| |

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I want to participate in the desicion maker in Madera Ca.

REFERENCES (Optional):

Roberto Vazquez [redacted]

Gabriela Rodriguez

Gutierrez Diana

Santos Garcia Mayor [redacted]

02/03/2021
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

John Scarborough, Parks & Community Services Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-5

**SUBJECT:**

Appointments to the City of Madera Beautification Committee

**RECOMMENDATION:**

Adopt Resolutions:

1. Approving Mayor Pro Tem Artemio Villegas' appointment of Cynthia Moreno-Procopio to the Beautification Committee
2. Approving Councilmember Steve Montes' appointment of Debra M. Basila to the Beautification Committee; and

**SUMMARY:**

Mayor Pro Tem Villegas desires to appoint Cynthia Moreno-Procopio to the City's Beautification Committee, while Councilmember Montes desires to appoint Debra M. Basila.

**DISCUSSION:**

The City of Madera's Beautification Committee (Committee) is a City Council appointed advisory body that focuses its efforts to enhance the aesthetic appearance of the Madera community. The Committee supports and encourages public participation and advocates for beautification activities throughout the City. Committee members are nominated by an individual Councilmember and serve a term of four years, concurrent with the Councilmember.

The seat nominated by District 6 is also currently vacant. Mayor Pro Tem Villegas has indicated a desire to nominate and would like to appoint Cynthia Moreno-Procopio to the Committee to serve a term concurrent with his own. Ms. Moreno-Procopio would be a new member to the Committee.

The seat nominated by District 3 is currently vacant. Councilmember Montes has indicated a desire to nominate and would like to appoint Debra M. Basila to the Beautification Committee to serve a term concurrent with his own. Ms. Basila would be a new member to the Beautification Committee.

**FINANCIAL IMPACT:**

Appointees to the Beautification Committee serve in a volunteer capacity.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Many elements in the adopted vision and action plans represent efforts to beautify Madera. Therefore, the recommended action supports the following Vision Madera 2025 strategies:

- 134.1 - Consider establishment of design/landscape standards for neighborhoods and business construction.
- 126.2 – Analyze best practices for street and median island beautification program.
- 134.2 – Consider establishment of Tree Canopy Standards and shading requirements.
- 413 – Develop volunteer opportunities to help maintain and enhance community spaces.

**ALTERNATIVES:**

The City Council may approve the appointments recommended by Councilmember Montes and Mayor Pro Tem Villegas or may choose to not take action on the Resolutions.

**ATTACHMENTS:**

1. Resolution – Cynthia Moreno-Procopio
2. Resolution – Debra M. Basila
3. Beautification Committee Application – Cynthia Moreno-Procopio
4. Beautification Committee Application – Debra M. Basila

**RESOLUTION NO. 21 - _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING CYNTHIA MORENO-PROCOPIO TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE**

**WHEREAS,** the City Council, in previous action, has adopted an Ordinance that specifies nomination procedures, appointment procedures, and terms of office for members of City Boards and Commissions; and

**WHEREAS,** a vacancy exists on the City of Madera Beautification Committee; and

**WHEREAS,** Cynthia Moreno-Procopio has been duly nominated by Mayor Pro Tem Artemio Villegas to fill the vacancy of District 6; and

**WHEREAS,** the nominee has the requisite experience and desire to fulfill the responsibilities of the post.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA** finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. Cynthia Moreno-Procopio is appointed to the City of Madera Beautification Committee for a term ending December 2024, unless otherwise indicated by the Madera Municipal Code.
3. This Resolution is effective immediately upon adoption.

**********

**RESOLUTION NO. 21 - _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING DEBRA M. BASILA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE**

**WHEREAS,** the City Council, in previous action, has adopted an Ordinance that specifies nomination procedures, appointment procedures, and terms of office for members of City Boards and Commissions; and

**WHEREAS,** a vacancy exists on the City of Madera Beautification Committee; and

**WHEREAS,** Debra M. Basila has been duly nominated by Councilmember Steve Montes to fill the vacancy of District 3; and

**WHEREAS,** the nominee has the requisite experience and desire to fulfill the responsibilities of the post.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA** finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. Debra M. Basila is appointed to the City of Madera Beautification Committee for a term ending December 2022, unless otherwise indicated by the Madera Municipal Code.
3. This Resolution is effective immediately upon adoption.

**********

RECEIVED
OFFICE OF THE CITY CLERK

FEB 26 2021

BY A. Gonzales

# CITY OF MADERA
# COMMISSION, BOARD, AND COMMITTEE

## APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☐ Airport Advisory Commission
- ☒ Beautification Committee
- ☐ Civil Service Commission
- ☐ CDBG Review and Advisory Committee
- ☐ Loan Review Committee
- ☐ Planning Commission
- ☐ Transit Advisory Board
- ☐ Other: _____

*Please type or print in ink.*

| LAST NAME | FIRST NAME | M.I. |
|---|---|---|
| Moreno-Rocopio | Cynthia | |

| HOME ADDRESS | CITY, STATE, ZIP | HOME PHONE |
|---|---|---|
| [redacted] | Madera, CA 93637 | [redacted] |

| MAILING ADDRESS | CITY, STATE ZIP | E-MAIL ADDRESS |
|---|---|---|
| Same | | [redacted] |

| EMPLOYER | JOB TITLE | BUSINESS PHONE |
|---|---|---|
| Madera Unified | Administrative Asst. | |

| LENGTH OF RESIDENCE IN CITY OF MADERA | ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? | HAVE YOU EVER BEEN CONVICTED OF A FELONY? |
|---|---|---|
| 25 YEARS ____ MONTHS | ☒ YES ☐ NO | ☐ YES ☒ NO |

EDUCATIONAL BACKGROUND:

Some College - Reedley College

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I want to make a difference & have a voice in my community. I want Madera to be a better place for our youth and make it a place people want to live in.

REFERENCES (Optional):

Vicente Moreno - [redacted]

Liz Mares - [redacted]

Santos Garcia Mayor [redacted]

2/3/2021
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

# CITY OF MADERA
# COMMISSION, BOARD, AND COMMITTEE

# APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☐ Airport Advisory Commission
- ☑ Beautification Committee
- ☐ Civil Service Commission
- ☐ CDBG Review and Advisory Committee
- ☐ Loan Review Committee
- ☐ Planning Commission
- ☐ Transit Advisory Board
- ☐ Other: _____

*Please type or print in ink.*

| LAST NAME | FIRST NAME | M.I. |
|---|---|---|
| BASILA | DEBRA | M |

| HOME ADDRESS | CITY, STATE, ZIP | HOME PHONE |
|---|---|---|
| [redacted] | MADERA CA 93637 | [redacted] |

| MAILING ADDRESS | CITY, STATE ZIP | E-MAIL ADDRESS |
|---|---|---|
| SAME | | |

| EMPLOYER | JOB TITLE | BUSINESS PHONE |
|---|---|---|
| U.S.P.S. | Retired Medical (Going through Process) | |

| LENGTH OF RESIDENCE IN CITY OF MADERA | ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? | HAVE YOU EVER BEEN CONVICTED OF A FELONY? |
|---|---|---|
| 30 YEARS + MONTHS | ☒ YES ☐ NO | ☐ YES ☒ NO |

EDUCATIONAL BACKGROUND:

2 yrs College

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

N/A

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

N/A

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

Instead of always complaining to my neighbor about the city, he suggested I do something about it

REFERENCES (Optional):

JAN 7, 2021
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-6

**SUBJECT:**

Ratification of COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay and revisions to COVID-19 Emergency Policy No. 2: Families First Coronavirus Response Act

**RECOMMENDATION:**

Adopt a Minute Order ratifying issuance of the following by the City Manager in his role as Director of Emergency Services:

1. COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay
2. Revised COVID-19 Emergency Policy No. 2: Families First Coronavirus Response Act

**SUMMARY:**

In his role as Director of Emergency Services, the City Manager has issued COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay. Under this policy, employees who receive a complete COVID-19 vaccine series will receive a one-time incentive payment of $200. Additionally, the City first issued COVID-19 Emergency Policy No. 2: Families First Coronavirus Response Act (FFCRA) in March 2020 to provide Emergency Paid Sick Leave (EPSL) and Emergency Family Medical Leave Act Public Health Emergency Leave (E-FMLA) for employees pursuant to the FFCRA. As the global pandemic continues, the policy's original expiration date has passed and a revised policy has been issued extending the availability of EPSL and E-FMLA, as well as adding side effects from receipt of the COVID-19 vaccine as an eligible reason for requesting EPSL. The requested action is for Council to ratify these policies in support and recognition of the City's dedicated workforce.

**DISCUSSION:**

*COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay*

As the world continues to navigate the global COVID-19 public health pandemic, one of the newest aspects is the availability of COVID-19 vaccination. Upon initial polling of City employees

in December 2020 regarding their desire to receive the vaccine, approximately 56% of employees indicated they would be willing to receive the vaccine. In order to support a safe and healthy workplace, the City explored options to increase the employee vaccination rate. After review of available options, including the potential for mandating vaccination, the City Manager issued COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay. Under the policy, employees who complete a COVID-19 vaccine series approved for use by the Food and Drug Administration are eligible to receive a one-time payment of $200. The policy applies to all employees, full time and part time. Under the policy as issued, the incentive pay will be offered until sixty (60) days after general government workers become eligible to receive the COVID-19 vaccine in Madera County as determined by the Madera County Department of Public Health. This term may be extended up to two (2) times by the City Manager for a maximum of thirty (30) days each extension should vaccine supply affect availability.

*COVID-19 Revised Emergency Policy No. 2: Families First Coronavirus Response Act*

COVID-19 Emergency Policy No. 2 recognizes the two federal paid leave provisions enacted by the FFCRA, EPSL and E-FMLA. As originally adopted, EPSL and E-FMLA provided the following paid leave options for employees:

1. EPSL
    - Any employee is eligible for 2 weeks of paid Emergency Sick Leave starting their first day of work
    - Full pay for those:
        - In isolation
        - Health-care provider places in self-quarantine
        - Employee is experiencing symptoms of COVID-19 and seeking medical diagnosis
    - 2/3 pay for those:
        - Caring for an individual who is quarantined or in isolation
        - Caring for a child whose school or child care is closed because of COVID-19 precautions
        - Any other substantially similar situation
2. E-FMLA
    - Eligibility: Employee has been employed for at least 30 days and has not already exhausted FMLA leave
    - Employee is eligible for up to 12 weeks of leave if they cannot be at work or telework due to a school or child care closure caused by a public health emergency
    - 10 day waiting period where an employee may use their own leave banks or E-PSL
    - After waiting period, up to 10 additional weeks of leave at 2/3 pay, not to exceed $200/day and $10,000 total

Under the original FFCRA regulations, the above mandatory leave types expired December 30, 2020. The City Manager extended the leave types through the end of February pending action on the stimulus bill proposed by President Biden. At this time, the stimulus bill is still pending and new guidance on mandatory leave types has not yet been provided. For this reason, the City Manager has updated the policy to indicate the leave types will continue to be offered until either

(1) the City Council ends the local emergency declaration related to COVID-19, or (2) the federal government passes a different mandatory leave provision, whichever occurs first. In his revision, the City Manager has also added side effects from the COVID-19 vaccine as an eligible reason to use EPSL in continued support of our employees obtaining the vaccine.

**FINANCIAL IMPACT:**

With regard to the Vaccine Incentive Pay, the City currently employs 261 individuals. If all employees obtain the vaccine within the defined timeline, the maximum exposure to the City is $52,200.

With regard to EPSL and E-FMLA leave, any financial impact will not be an additional expense, but be through loss of work time for the City. Table 1 below shows use of EPSL and E-FMLA by employees since the inception of these leave types in March 2020.

**Table 1.** *COVID-19 Leave Type Usage, March 2020 to present*

| *Leave Type* | *Employee Count* | *Hours* | *Equivalent Dollars* |
|---|---|---|---|
| EPSL | 82 | 4,852 | $127,384 |
| E-FMLA | 2 | 64 | $1,695 |

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

Council could direct staff to revise the policies. Any revisions not required by law would potentially be subject to meet and confer with represented bargaining units.

**ATTACHMENTS:**

1. COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay
2. Revised COVID-19 Emergency Policy No. 2: Families First Coronavirus Response Act

| CITY OF MADERA<br>COVID-19 Emergency Policy | Policy No. 4 |
|---|---|
| | Date Adopted: 2/11/2021 |
| | Date(s) Revised: |
| SUBJECT: COVID-19 VACCINE INCENTIVE PAY | |

## I. PURPOSE:

The purpose of the City of Madera's (City) COVID-19 Vaccine Incentive Pay Policy is to support a healthy and safe workplace by encouraging vaccination against COVID-19.

## II. SCOPE:

This policy applies to all active full time and part time employees of the City of Madera during the applicable term of this policy.

## III. TERM:

This policy will be effective upon issuance by the City Manager as of the date noted above ("Date Adopted") and will remain in effect until sixty (60) days after general government workers become eligible to receive the COVID-19 vaccine in Madera County as determined by the Madera County Department of Public Health. The term may be extended up to two (2) times by the City Manager for a maximum of thirty (30) days each extension should vaccine supply affect availability.

## IV. INCENTIVE PAY PROGRAM:

All employees who receive the recommended dosage of COVID-19 vaccine will receive a one-time payment of $200. Depending on vaccine manufacturer, this may be a two-dose vaccine or single dose vaccine; employees must complete the recommended dosage to receive the vaccine incentive pay. Such payment is subject to applicable taxes and deductions. The COVID-19 vaccine incentive pay does not meet the definition of compensation earnable and it will not be reportable as special compensation to CalPERS.

## V. PROCESS FOR REQUESTING INCENTIVE PAY:

Employees must submit the Incentive Pay Request Form (Attachment A) along with proof of vaccination to the Human Resources Department in order to receive the pay incentive. Such proof of vaccination must document the date the vaccination dosages were received, the vaccine manufacturer, and the provider that administered the vaccine. Only vaccines approved by the United States Food and Drug Administration for use and administered by a source authorized to administer the vaccine by State or Federal authorities will be considered for incentive pay. After receipt of proper documentation, incentive pay will be paid in the next regular pay cycle for which time sheets have not yet been submitted. No incentive will be paid without a completed Incentive Pay Request Form, nor for failure to submit an Incentive Pay Request Form prior to the termination of the policy per Section III. Only employees following these requirements are eligible to receive Incentive Pay. Failure to follow these requirements will be considered a declination of the Incentive Pay.

**ATTACHMENT A**
**City of Madera**
**COVID-19 Vaccine Incentive Pay Request Form**

I am requesting COVID-19 Vaccine Incentive Pay be paid in my next regular pay check for which timesheets have not yet been submitted. By signing below, I am acknowledging and certifying the following:

1. I have voluntarily received a complete COVID-19 Vaccine series. A complete series consists of receiving the number of doses recommended by the specific vaccine manufacturer.

2. The vaccine I received is approved by the United States Food and Drug Administration for use in the United States.

3. The vaccine was administered by a source authorized to administer the vaccine by State or Federal authorities.

4. I have attached proof of vaccination that includes the date the vaccination(s) was/were administered, the vaccine manufacturer, and the provider who administered the vaccine.

| | |
|---|---|
| Employee Name (please print) | Employee Signature |
| Employee ID Number | Date |

*For use by Human Resources Staff Only*

*Date Received:* _____

☐*Proof of vaccination was provided supporting criteria #1-4* _____
*Staff Initials*

*Forward this form only to Payroll for processing of incentive pay. Documentation of vaccination will be maintained as a confidential medical document in the Human Resources Department.*

| CITY OF MADERA<br>COVID-19 Emergency Policy | Policy No. 2 |
|---|---|
| | Date Adopted: 3/25/2020 |
| | Date(s) Revised: 2/10/2021; 3/5/2021 |
| **Subject: Families First Coronavirus Response Act** | |

**Introduction**

The emergence of the novel coronavirus (COVID-19) in December 2019 has elicited a major, worldwide response, and it was deemed a pandemic by the World Health Organization on March 11, 2020. The City Council of the City of Madera declared a local state of emergency March 18, 2020. The Federal government has also responded to COVID-19 and on March 18, 2020, the US Senate passed the Families First Coronavirus Response Act (the Act) and President Trump signed the bill into law a few hours later. Among other things, the Act (1) amends the Family Medical Leave Act (FMLA) by providing FMLA Public Health Emergency Leave and (2) provides Emergency Paid Sick Leave to assist employees for certain COVID-19 related reasons. The intent of this policy is to confirm the provisions of the Act related to these two new leave types and their application to City employees.

**The Families First Coronavirus Response Act**

FMLA Public Health Emergency Leave (E-FMLA)

*Summary*

Public Health Emergency FMLA (E-FMLA) is an expansion of FMLA to include leave for employees who are unable to work or telework because he/she needs to care for his/her child due to a school or day care closure related to a public health emergency.

*Applicability*

As a government employer, the City of Madera is required to provide benefits under this new law.

*Term*

The Act goes into effect April 2, 2020, unless enacted sooner by the Department of Labor, and will sunset December 31, 2020. The benefits granted by the Act apply prospectively upon the effective date of the Act. The City of Madera will continue to provide E-FMLA leave to employees following the sunset of the benefits provided by the Act. E-FMLA shall remain in effect (1) for the duration of the City's local COVID-19 emergency declaration and shall sunset at such time that the City Council terminates the local emergency, or (2) until the Federal or State government enacts new or revised mandatory paid leave provisions related to the COVID-19 pandemic, whichever occurs first.

*Eligibility and Use of Leave*

City of Madera employees who have been employed for at least 30 calendar days are eligible for E-FMLA leave.

E-FMLA leave is subject to that employee having FMLA leave available. If an employee has exhausted their FMLA leave within the last 12 months, they do not qualify for E-FMLA leave. However, once the employee is eligible for FMLA leave again, they would be eligible for the E-FMLA leave if they experience a qualifying coronavirus-related event. If an employee has used part of their FMLA leave within the last 12 months, they are entitled to use the remaining balance of their 12-week FMLA entitlement for a qualifying coronavirus-related reason as E-FMLA leave.

An employee may take E-FMLA leave if the employee is unable to work, or "telework," due to a need for leave to care for a son or daughter under 18 years of age if their school or place of care has been closed, or if the child care provider of such son or daughter is unavailable, due to a public health emergency.

Employees have the right to take up to 12 weeks of job-protected E-FMLA leave. The initial 10 days of leave may consist of unpaid leave. However, an employee may elect to substitute any accrued vacation leave, sick leave, compensatory time off, administrative leave, holiday leave, or floating holiday leave for unpaid leave during the initial 10 days of leave. The employee may also elect to substitute the two weeks of unpaid leave with the Emergency Paid Sick Leave provided under the Act, as further explained later in this Policy.

From the eleventh day of an employee's E-FMLA leave thereafter, the City will provide paid leave in an amount not less than two-thirds of an employee's "regular rate of pay" for the number of hours the employee would otherwise be normally scheduled to work during the leave time, not to exceed the Limits as outlined below. If the employee's schedule has varying hours from week to week, including part-time employees, the hours used for this calculation would be a number equal to the average number of hours that the employee was scheduled per day over the six-month period ending on the date which the employee takes the E-FMLA leave, including hours used by the employee for leave of any type. The Act permits employees to supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.

*Limits*

Consistent with the Act, there is a cap on the paid portion of the E-FMLA leave and it will not exceed $200 per day and $10,000 in total.

*Employee Responsibilities*

Employees desiring to take E-FMLA leave must make the request in writing on forms provided by the Human Resources Department.

Emergency Paid Sick Leave Act (E-PSL)

*Applicability*

As a government employer, the City of Madera is required to provide benefits under this new law.

*Term*

The Act goes into effect April 2, 2020, unless enacted sooner by the Department of Labor, and will sunset December 31, 2020. The benefits granted by the Act apply prospectively upon the effective date of the Act. The City of Madera will continue to provide E-PSL to employees following the sunset of the benefits provided by the Act. E-PSL shall remain in effect (1) for the duration of the City's local COVID-19 emergency declaration and shall sunset at such time that the City Council terminates the local emergency, or (2) until the Federal or State government enacts new or revised mandatory paid leave provisions related to the COVID-19 pandemic, whichever occurs first.

*Eligibility and Use of Leave*

City of Madera employees are eligible for E-PSL regardless of how long the employee has worked for the City. The Act that was signed into law includes an addition that requires the Secretary of Labor to issue regulations to exclude certain health care providers/emergency responders from the definition of "employee" under the Act. The City will follow any regulations issued by the Department of Labor in administering E-PSL.

Employees are entitled to E-PSL at their regular rate of pay, subject to limits as identified below, if they are unable to work or telework for the following reasons:

(1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.

(2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

(3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

(4) The employee is experiencing side effects from receiving the COVID-19 vaccine.

Employees are entitled to Emergency Paid Sick Leave at two-thirds of the employee's regular rate of pay, subject to limits as identified below, if they are unable to work or telework because:

(5) The employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

(6) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

(7) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

The Act permits employees to supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.

E-PSL is provided in addition to any other City-provided paid time off.

*Limits*

Consistent with the Act, E-PSL is subject to the following monetary caps:

<u>$511/Day and $5,110 in the Aggregate for the Following Employee-Related COVID-19 Absence Reasons</u>

1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

<u>$200/Day and $2,000 in the Aggregate for the Following Reasons Related to the Employee Taking Leave to Care for an "Individual" or "Son or Daughter"</u>

4. The employee is caring for an individual who is subject to an order by a Federal, State, or local quarantine or isolation order related to COVID-19, or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
5. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

As defined in the Act, "Son or Daughter" has the same definition as it does under the FMLA, and means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.

If an employee seeks to care for an “individual” as stated above, the employee shall provide the type of relationship when certifying the need for leave.

*Interaction with E-FMLA Leave*

E-PSL will run concurrently with E-FMLA leave if the employee has such leave available.

*Employee Responsibilities*

Employees desiring to take E-PSL leave must make the request in writing on forms provided by the Human Resources Department.

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-7

**SUBJECT:**

Grant from the California Department of Justice authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 in the amount of $286,314

**RECOMMENDATION:**

Adopt Resolutions:

1. Authorizing the City Manager to execute the Memorandum of Understanding with the Department of Justice and related documents accepting grant award in the amount of $286,314
2. Amending the City's 2020/21 Budget to reflect revenues and expenditures related to the grant

**SUMMARY:**

On December 31, 2020, the City of Madera (City) received notification from the California Department of Justice (CDOJ) it was a recipient of the California Healthcare, Research and Prevention Tobacco Tax Act grant program in the amount of $286,314.

**DISCUSSION:**

Approved by California voters in 2016, Proposition 56 increased taxes on cigarettes and other tobacco products by $2.00 beginning in April 2017. The initiative allocates a portion of annual revenue to the CDOJ. For Fiscal Year 2020/2021, $28.5 million was made available statewide to support local enforcement efforts to reduce the illegal sale of tobacco products to minors.

Grantees may use grant funds to enforce a local ordinance or state law related to the illegal sale and marketing of tobacco products, including e-cigarettes, to minors and youth including, but not limited to:

- Retailer compliance checks
- Retailer training programs
- Public education outreach
- Parent engagement and education
- Tobacco retail license inspections
- Preventing and deterring use of tobacco products on school premises

The City was awarded a total of $286,314. The funds are distributed over four fiscal years as follows:

| **Table 1:** *Award Amount for 4 years in the amount of $286,314* | | | | |
|---|---|---|---|---|
| *Category of Expenditure* | *Fiscal Budget Year* | | | |
| | *2020/21* | *2021/22* | *2022/23* | *2023/24* |
| Personal Services | $23,172 | $90,169 | $90,169 | $66,995 |
| Operating Expenses and Equipment | $200 | $725 | $725 | $525 |
| Administrative Costs (Not to Exceed 5%) | $1,168 | $4,545 | $4,545 | $3,376 |
| **Total per fiscal year** | **$24,540** | **$95,439** | **$95,439** | **$70,896** |

The requested action by Council is to authorize the City Manager to accept the grant funds and amend the adopted City budget to account for the new revenues and associated expenditures.

If accepted, these funds will be used for the following:

1. *Fiscal Year 2020/21*: One Neighborhood Preservation Specialist
2. *Fiscal Year 2021/22*: One Neighborhood Preservation Specialist
3. *Fiscal Year 2022/23*: One Neighborhood Preservation Specialist
4. *Fiscal Year 2023/24*: Three-quarters of the Neighborhood Preservation Specialist's compensation will be covered and the City will be responsible for the remaining quarter and future fiscal years.

Grant funds will also cover overtime costs for Police Department personnel to conduct Tobacco related enforcement, purchase of educational materials and cover the administrative expenses to service the grant. This expenditure plan is consistent with the grant application as submitted.

**FINANCIAL IMPACT:**

Acceptance of the grant award will provide $286,314 in funding over the next four years for education and enforcement of local ordinance or state law related to the illegal sale and marketing of tobacco products, including e-cigarettes, to minors. After the grant period, the City will be responsible for the total compensation of the Neighborhood Preservation Specialist.

The second resolution contemplated with this report contains the requested budget adjustments and provides the breakdown of proposed expenditures.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The acceptance of the grant funds supports the Vision Madera 2025 Plan as follows:

- Strategy 115
  - Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.
- Strategy 115.3
  - Seek and retain grants.

**ALTERNATIVES:**

Council may decline the grant funds or may request additional information.

**ATTACHMENTS:**

1. Resolution authorizing the City Manager to accept the grant on behalf of the City of Madera
2. Resolution amending the City of Madera FY 2020/21 Budget
   a. Line item budget amendments to the Police Department Budget
3. Memorandum of Understanding

**RESOLUTION NO. 21-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ACCEPTING THE GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF JUSTICE UNDER THE CALIFORNIA HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT IN THE AMOUNT OF $286,314**

**WHEREAS,** the City of Madera Police Department is responsible for the safety of the citizens of the community; and

**WHEREAS,** the Madera Police Department has a desire to prevent illegal sale and marketing of tobacco products, including e-cigarettes, to minors; and

**WHEREAS**, the City Council of the City of Madera supports the efforts of the Madera Police Department to secure resources by the most efficient means possible; and

**WHEREAS,** the California Department of Justice authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 has allocated $286,314 for the City of Madera Police Department to hire one additional Neighborhood Preservation Specialist, cover police personnel overtime costs for special enforcement, cover administrative costs to service the grant and purchase educational materials.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, and orders as follows:

1. The foregoing recitals are true and correct.
2. The City Manager is authorized to execute the Memorandum of Understanding (MOU) accepting the grant on the City's behalf and execute all required documents necessary for application approval and receipt of funding. A copy of the MOU is attached and incorporated by reference.
3. This resolution is effective immediately upon adoption.

* * * * * * * *

**RESOLUTION NO. 21-_____**

**CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2020/2021 BUDGET**

**WHEREAS**, the City Council has authorized the City Manager to accept a grant award in the amount of $286,314 from the California Department of Justice authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016; and

**WHEREAS**, said grant funds are to be used to pay the salary and benefits for one additional Neighborhood Preservation Specialist, cover police personnel overtime costs for special enforcement, cover administrative costs to service the grant and purchase educational materials; and

**WHEREAS**, the amendments to the City of Madera Fiscal Year 2020/2021 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds and order as follows:

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution
4. The resolution is effective immediately upon adoption.

**********

**EXHIBIT A**

**CITY OF MADERA**

**Budget Appropriation : Res.#21-xx; 03/17/21**

**2020-2021 Budget Adjustment**

| FUND | ORG CODE | OBJECT CODE | DESCRIPTION | (+) | (-) |
|---|---|---|---|---|---|
| **Coronavirus Emergency Supplemental Funding** | | | | | |
| 4791 | 47910000 | 4434 | Tobacco Grant | | 24,540.00 |
| 4791 | 47910000 | 5000 | Salaries/Fulltime | 24,340.00 | |
| 4791 | 47910000 | 6518 | Other Supplies | 200.00 | |
| | | | | **24,540.00** | **24,540.00** |

# MEMORANDUM OF UNDERSTANDING

## PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the City of Madera (hereinafter, "Grantee"), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ's Request for Proposal for activities of Local Government Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the "Act"), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated February 2021), and Grant Application are hereby incorporated by reference into this MOU.

## COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the Scope of Work included in the approved Grant Application, upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

## BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an addendum to the Grantee to reflect the reduced amount.

## ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grantee Handbook.

## MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.
Assignment – This MOU is not assignable by Grantee in whole or in part.
Indemnification – Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.
Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

## TERMS

Grant Duration: 1/1/2021 – 6/30/2024

| Award Amount | | | | |
|---|---|---|---|---|
| Category of Expenditure | Budget FY 2020-2021 | Budget FY 2021-2022 | Budget FY 2022-2023 | Budget FY 2023-2024 |
| Personal Services | $23,172 | $90,169 | $90,169 | $66,995 |
| Operating Expenses and Equipment | $200 | $725 | $725 | $525 |
| Administrative Costs (Not to Exceed 5%) | $1,168 | $4,545 | $4,545 | $3,376 |
| TOTAL AWARD AMOUNT | $286,314 | | | |

The time limit for reimbursements against this award ends 6/30/2024. Requests received after 7/15/2024 cannot be reimbursed by the DOJ.

## GRANTEE CONTACT INFORMATION

Tom Burns, Police Sergeant
Madera Police Department
330 S. C Street Madera, CA 93638
Phone Number
(559)675-4256

## AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

_____ _____
**Arnoldo Rodriguez, City Manager** Date
City of Madera

_____ _____
**Dino Lawson, Chief of Police** Date
Madera Police Department

_____ _____
**STACY HEINSEN, GRANT MGR.** Date
Division of Operations
California Department of Justice

_____ _____
**CHRIS RYAN, CHIEF** Date
Division of Operations
California Department of Justice

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Daniel Foss, Interim Public Works Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** **B-8**

**SUBJECT:**

Airport Coronavirus Response Grant Program (ACRGP) funding in the amount of $23,000

**RECOMMENDATION:**

Staff recommends adoption of the Resolution approving the Agreement for Airport Coronavirus Response Grant Program (ACRGP)

**SUMMARY:**

The Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) (Public Law 116-260), signed into law by the President on December 27, 2020, includes nearly $2 billion in funds to be awarded as economic relief to eligible U.S. airports and eligible concessions at those airports to prevent, prepare for, and respond to the COVID-19 pandemic that has plagued for the country for a year.

To distribute these funds, the Federal Aviation Administration (FAA) has established the Airport Coronavirus Response Grant Program (ACRGP). The FAA will make grants to airports that are part of the national airport system, including commercial service airports, reliever airports, and some public-owned general aviation airports.

The fully executed grant must be submitted to the FAA as soon as possible to ensure timely submission.

**DISCUSSION:**

On February 16, 2021, the Madera Municipal Airport was notified of its eligibility to receive $23,000 under the Airport Coronavirus Response Grant Program. The grant guidelines indicate

this may be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

**FINANCIAL IMPACT:**

The funds are appropriated directly from the U.S. Treasury and not from the Airport and Airway Trust Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Approval of this agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

**ALTERNATIVES:**

If Council chooses not to adopt this Resolution, the Agreement with Airport Coronavirus Response Grant Program (ACRGP), will not be executed.

**ATTACHMENTS:**

1. Resolution
    a. Exhibit 1 – ACRGP Grant Agreement

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT FOR AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) FUNDING AND AUTHORIZING EXECUTION BY PUBLIC WORKS DIRECTOR**

**WHEREAS**, the City of Madera (City) was notified on February 16, 2021 that the Madera Municipal Airport was eligible to $23,000 under the Airport Coronavirus Response Grant Program (ACGRP); and

**WHEREAS,** the Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) (Public Law 116-260), to provide eligible Sponsors with funding to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) pandemic. ACRGP grant amounts to specific airports are derived by legislative formula; and

**WHEREAS,** the purpose of the Grant is to maintain safe and efficient airport operations; and

**WHEREAS**, the City wishes to accept the terms of FAA's Grant offer.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Agreement with the Federal Aviation Administration, which is attached hereto as Exhibit 1 and incorporated herein by reference.
3. The Public Works Director is authorized to execute all documents relating to the grant offer and the grant agreement.
4. This resolution is effective immediately upon adoption.

* * * * * * * * * *

Exhibit 1

OMB Number: 4040-0004
Expiration Date: 12/31/2022

**Application for Federal Assistance SF-424**

| *1. Type of Submission: | *2. Type of Application | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☒ New | |
| ☒ Application | ☐ Continuation | *Other (Specify) |
| ☐ Changed/Corrected Application | ☐ Revision | |

| *3. Date Received: | 4. Applicant Identifier: |
|---|---|
| NA | MAE (Madera Municipal) Madera, CA |

| *5b. Federal Entity Identifier: | *5b. Federal Award Identifier: |
|---|---|
| 06-0144 | |

**State Use Only:**

| 6. Date Received by State: | 7. State Application Identifier: |
|---|---|
| | |

**8. APPLICANT INFORMATION:**

*a. Legal Name: City of Madera

| *b. Employer/Taxpayer Identification Number (EIN/TIN): | *c. Organizational DUNS: |
|---|---|
| 94-6000365 | 14-298-8646 |

**d. Address:**

*Street 1: 4020 Aviation Drive
Street 2:
*City: MADERA
County/Parish:
*State: CA
Province:
*Country: USA: United States
*Zip / Postal Code 93637

**e. Organizational Unit:**

| Department Name: | Division Name: |
|---|---|
| | |

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. *First Name: Dan
Middle Name:
*Last Name: Foss
Suffix:

Title: Director of Public Works

Organizational Affiliation:

*Telephone Number: 559-661-5494 Fax Number:

*Email: dfoss@madera.gov

OMB Number: 4040-0004
Expiration Date: 12/31/2022

## Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

**Federal Aviation Administration**

**11. Catalog of Federal Domestic Assistance Number**:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

NA

*Title:

NA

**13. Competition Identification Number**:

NA

Title:

NA

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

***15. Descriptive Title of Applicant's Project**:

$23,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

**Attach supporting documents as specified in agency instructions.**

OMB Number: 4040-0004
Expiration Date: 12/31/2022

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

*a. Applicant: 19 *b. Program/Project: 16

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project**:

*a. Start Date: NA *b. End Date: NA

**18. Estimated Funding ($):**

| | |
|---|---|
| *a. Federal | $23,000. |
| *b. Applicant | $0 |
| *c. State | $0 |
| *d. Local | $0 |
| *e. Other | $0 |
| *f. Program Income | $0 |
| *g. TOTAL | $23,000. |

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

**If "Yes", provide explanation and attach**

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. *First Name: Dan

Middle Name:

*Last Name: Foss

Suffix:

*Title: Director of Public Works

*Telephone Number: 559-661-5494 | Fax Number:

* Email: dfoss@madera.gov

*Signature of Authorized Representative: | *Date Signed:

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Daniel Foss, Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of: March 17, 2021**

**Agenda Number:** B-9

**SUBJECT:**

Antenna and equipment space lease renewal at the Madera Municipal Airport

**RECOMMENDATION:**

Adopt a Resolution Approving the Antenna and Equipment Space Lease Renewal with the Federal Aviation Administration at the Madera Municipal Airport

**SUMMARY:**

The Federal Aviation Administration (FAA) is requesting a space lease renewal for the 84"x22"x22" rack in the janitorial storage room and 4 antennae attached to each corner of the main lobby building located at the Madera Municipal Airport (see Figure 1).

The purpose of the antennae and janitorial rack area is to provide a required air navigational facility that provides critical air-to-ground communication as required by the FAA and is for the safety of air traffic and the public. The City Council previously adopted Resolution No. 20-142 approving the lease agreement; however, subsequent to that the FAA requested additional language to the agreement. The prior two resolutions will be superseded by this resolution.

*Figure 1: Subject Property*

**DISCUSSION:**

The initial lease was signed into effect on March 12, 2002 and expired September 30, 2020. The term of the lease renewal will be retroactive and commence upon October 1, 2020 and will expire September 30, 2040. Provided by the FAA, this is also a no cost land lease. Therefore, the renewal of this lease will ensure the airport is providing the necessary aeronautical communications at the Madera Municipal Airport for the next 20 years.

**FINANCIAL IMPACT:**

There is no fiscal impact related to the adoption of the antenna and equipment space lease renewal at the Madera Municipal Airport due to the lease being a no cost land lease.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Approval of this item is not directly addressed in the Vision or Action Plans.

**ALTERNATIVES:**

Council may choose to not approve the antenna and equipment space lease renewal at the Madera Municipal Airport.

**ATTACHMENTS:**

1. Resolution
    a. Exhibit A – Antenna and Equipment Lease
    b. Exhibit B - Public Authorization Certificate

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN ANTENNA AND EQUIPMENT SPACE LEASE RENEWAL WITH THE FEDERAL AVIATION ADMINISTRATION AT THE MADERA MUNICIPAL AIRPORT**

**WHEREAS**, the City entered into an antenna and equipment space lease agreement with the Federal Aviation Administration (FAA) on March 12, 2002; and

**WHEREAS,** the initial lease agreement expired on September 30, 2020; and

**WHEREAS**, the FAA is requesting to lease space in the janitorial storage room and adequate space to install four antennae attached to each corner of the main lobby building; and

**WHEREAS**, this is a no cost lease agreement; and

**WHEREAS,** repeal of the prior two resolutions approving the lease is necessary due to incorporation of new security language implementation requested by FAA; and

**WHEREAS**, the FAA has identified the need to renew the lease and extend the term by 20 years commencing on October 1, 2020 and extending through October 1, 2040; and

**WHEREAS,** the lease renewal will be retroactive to the date of expiration of the initial lease; and

**WHEREAS,** the City agrees that the lease needs to be extended.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the antenna and equipment space lease with the FAA. A copy of said lease is attached as Exhibit A and is incorporated by reference. A copy of a requested Public Authorization Certificate is attached as Exhibit B.
3. Resolution No. 20-142 is repealed and superseded by this resolution.
4. This resolution is effective immediately upon adoption.

**********

Exhibit A

**ANTENNA AND EQUIPMENT SPACE LEASE**

**Between**

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF MADERA**

**Lease No. 690EG4-20-L-00059**
**(MAE) RTR**
**MADERA, CA**

**SECTION 1 - OPENING**

**6.1.1 Preamble (JAN 2017)**

This Lease is hereby entered into by and between the CITY OF MADERA, a Municipal Corporation of the State of California, whose address is 205 West 4th Avenue, Madera, CA 93637, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

**6.1.2 Succeeding Lease (JAN 2015)**

This Lease succeeds Lease No. DTFA08-00-L-20419 and all other previous agreements between the parties for the leased property described in this document.

**6.1.3 Witnesseth (JAN 2015)**

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

**6.1.4 Description (OCT 1996)**

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations (Premises):

**A space for the 84"x22"x22" rack in the janitorial storage room and 4 antenna attached to each corner of the building located at the Madera Municipal Airport, 4020 Aviation Drive, Madera, CA also known as (MAE) RTR.**

**SECTION 2 - TERMS**

**6.2.5 Term (AUG 2002)**

To have and to hold, for the term commencing on October 01, 2020 and continuing through September 30, 2040 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

**6.2.6.3 Consideration (JAN 2019)**

The Government shall pay the Lessor no monetary consideration in the form of rent. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Lessor in its establishment, operation and maintenance of facilities upon the premises hereby leased.

**6.2.7 Cancellation**

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 90 days before the effective termination date.

Government understands Lessor has the right to replace the Premises, in whole or in part, with equivalent premises similarly situated at the Airport. If the change is solely for the benefit of Lessor, Lessor agrees to pay all reasonable relocation costs and expenses associated with relocating Government.

**6.2.14 Holdover (JUL 2017)**

If after the expiration of the Lease, the Government shall retain possession of the Premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the Premises.

**6.2.16 Lessor's Successors (JUL 2017)**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

**SECTION 3 - GENERAL CLAUSES**

**3.2.5-1-RE Officials Not to Benefit (OCT 1996)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

**3.3.1-15-RE Assignment of Claims (OCT 1996)**

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

**6.3.10 Maintenance of Premises (JAN 2017)**

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety

and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

**6.3.17 No Waiver (OCT 1996)**

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

**6.3.18 Non-Restoration (JUL 2017)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

**6.3.26 Damage by Fire or Other Casualty (OCT 1996)**

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rent will be due.

**6.3.28 Interference (OCT 2008)**

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

**6.3.29 Alterations**

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government and may be removed or otherwise disposed of by the Government.

**6.3.30 Hold Harmless**

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee or agent of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

**6.3.31 Default by Lessor (OCT 1996)**

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

**6.3.32 Compliance with Applicable Laws (OCT 1996)**

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

**6.3.33 Covenant Against Contingent Fees (AUG 2002)**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

**6.3.34 Anti-Kickback (JAN 2017)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

**6.3.35 Examination of Records (AUG 2002)**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

**6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to

the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**6.3.39 Integrated Agreement (OCT 1996)**

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

**6.3.44 Inspection (OCT 1996)**

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

**6.3.45 Contract Disputes (JAN 2017)**

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323

Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**SECTION 4 - FINANCIAL CLAUSES**

**6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)**

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

**6.4.2 Payment by Electronic Funds Transfer (JAN 2017) NOT APPLICABLE**

**SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE**

**6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)**

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

**SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS CLAUSES – NOT APPLICABLE**

**SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES**

**6.7.1-1 Services and Utilities (JAN 2017)**

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

A. ELECTRICIT

**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES – Not Applicable**

**SECTION 9 - SECURITY CLAUSES**

**6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment 10/2020**

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or 5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**6.9.5-1 Covered Telecommunications Equipment or Services- Representation (09/2020)**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the clause 6.9.5 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

**(c) Representation. The offeror represents that it ☐ does, ☒ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, to other contractual instrument.**

**6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment 10/2020**

(a) Definitions. As used in this provision--
*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

**(d) Representations.**

**(1) The Offeror represents that it ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.**

**(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does ☐ does not ☒ USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates "does".**

(e) Disclosures.
Disclosure for the representation in paragraph (d)(1) of this provision- If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision

**SECTION 10 – CLOSING**

**6.10.1 Notices (JUL 2017)**

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
CITY OF MEDERA
205 West 4th Avenue
Madera, CA 93637

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch,
2200 S. 216th Street
Des Moines, WA 98198
REF# MAE-RTR 690EG4-20-L-00059

**6.10.3 Signature Block (JUL 2017)**

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF MADERA, a Municipal Corporation of the State of California

By: _____ ATTEST:_____

Print Name: Santos Garcia Print Name: Alicia Gonzales

Title: MAYOR Title: City Clerk

Date: _____ Date: _____

Approved as to Form: _____

Print Name: Hilda Montoy

Title: City Attorney

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: Damon McGruder

Title: Real Estate Contracting Officer

Date: _____

**SECTION 11 – ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS**

***Attachment/Exhibit List***

| Number | Title | Date | Number of Pages |
|---|---|---|---|
| 1 | Public Authorization Certificate | | 1 |

**Exhibit B**
**PUBLIC AUTHORIZATION CERTIFICATE**

On this _____ day of _____, 20___, I **Alicia Gonzales** certify that I am the **City Clerk** of the **City of Madera** named in the attached agreement; that **Santos Garcia** who signed said agreement on behalf of the **City of Madera** is **Mayor** of said **City**; that said agreement was duly signed for and on behalf of **City of Madera** by authority of its governing body, and is within the scope of its powers.

Signed _____

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

_____
Daniel Foss, Interim Public Works Director

_____
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-10

**SUBJECT:**

Assignment of Airport Engineering and Construction Management Services Agreement

**RECOMMENDATION:**

Adopt a Resolution Approving the Assignment of Airport Engineering and Construction Management Services Agreement from Reinard W. Brandley Consulting Airport Engineers to Brandley Engineering, Inc.

**SUMMARY:**

The City currently has an agreement for airport consulting services with Reinard W. Brandley Consulting Airport Engineers. The firm prepares Federal Aviation Association (FAA) and Caltrans grant applications and documentation; prepares design and project plans and specifications for FAA grant projects related to the airport. In addition to the above-listed duties, Brandley Engineering also assists the City with day-to-day interaction with FAA and any specific consulting needs that may arise during the term of any airport projects. The City has worked with Brandley Engineering for several years and they have been integral in the completion of several FAA-funded capital projects at the Airport. The firm has undergone a change from a Sole Proprietorship to an S Corporation and is seeking approval of the assignment of its current agreement. No other terms of the agreement would be altered.

**DISCUSSION:**

In 2020, Brandley Engineering had been undergoing changes in their business structure and ownership, which resulted in their engineering firm from a Sole Proprietorship, “Reinard W. Brandley Consulting Airport Engineer” to a Corporation “Brandley Engineering, Inc.” They are now a S-Corporation operating under the name of “Brandley Engineering, Inc.” FAA is aware of this change and has confirmed with me that this does not constitute a “change of consultant.”

All terms and conditions of the agreement remain in place; they just now have a different name. The proposed resolution approves the assignment.

**FINANCIAL IMPACT:**

There will be no financial impact associated with this request for assignment.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Approval of this agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

**ALTERNATIVES:**

If Council chooses not to adopt this Resolution, the request for assignment with Brandley Engineering, Inc., will not be executed.

**ATTACHMENTS:**

1. Resolution – Approving the request for assignment
    a. Exhibit 1 – Request for Assignment

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE ASSIGNMENT OF AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FROM REINARD W. BRANDLEY CONSULTING AIRPORT ENGINEERS TO BRANDLEY ENGINEERING, INC.**

**WHEREAS**, the City of Madera ('City') entered an agreement with Reinard W. Brandley Consulting Airport Engineers ('Brandley Engineering') on March 4, 2020; and

**WHEREAS**, in 2020, Brandley Engineering changed from a Sole Proprietorship, "Reinard W. Brandley Consulting Airport Engineer" to an S Corporation "Brandley Engineering, Inc."; and

**WHEREAS**, Brandley Engineering, Inc., is seeking approval of the assignment of its current agreement with the City; and

**WHEREAS**, the FAA is aware of this change and has confirmed to City that this does not constitute a "change of consultant" as this is solely a name change; and

**WHEREAS**, all terms and conditions of the agreement remain in place; they just now have a different name.

**WHEREAS**, the current agreement requires approval of an assignment.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the assignment of Airport Engineering and Construction Management Services Agreement from Reinard W. Brandley Consulting Airport Engineers to Brandley Engineering, Inc.
3. This resolution is effective immediately upon adoption.

* * * * * * * * * *

**Exhibit 1**

# Brandley Engineering, Inc.

6125 King Road, Suite 201
Loomis, California 95650

Telephone: (916) 652-4725
Fax: (916) 652-9029

February 8, 2021

Mr. Adam Gonzales
Administrative Analyst
City of Madera
Public Works Department
1030 South Gateway
Madera, CA 93637

Subject: City of Madera
Request for Assignment

Dear Mr. Gonzales:

Currently our office has an Agreement for Airport Engineering and Construction Management Services dated March 4, 2020, and a Task Order No. 1 dated November 10, 2020, with the City of Madera under the name of Reinard W. Brandley, Consulting Airport Engineer. On January 1, 2021, this company underwent a structure change from a sole proprietorship to an S-Corp under the name of Brandley Engineering, Inc. The principals of this firm are Damon Brandley and Melissa Brandley.

In accordance with Section 11 of the Agreement, we are hereby requesting that all interests in this Agreement be assigned to Brandley Engineering, Inc. It is requested that any future notices, payments, or queries regarding this Agreement be sent to Brandley Engineering, Inc., at 6125 King Road, Suite 201, Loomis, California 95650.

For your information in making this change, we have attached our W-9, which includes our new EIN number, and the Certificate of Insurance for Brandley Engineering, Inc. We are currently working with the City of Madera to obtain a new business license.

We appreciate your assistance in this matter.

Sincerely,

Melissa S. Brandley

Melissa S. Brandley
CFO and Secretary

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

**Print or type.** **See Specific Instructions on page 3.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Brandley Engineering, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**6125 King Road, Suite 201**

6 City, state, and ZIP code

**Loomis, CA 95650**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 5 | – | 3 | 0 | 2 | 2 | 6 | 5 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person ▶** [signature] **Date ▶** 1/11/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675

License#: 0020739
REINWBR-01

**CONTACT NAME:** Jo Lusk
**PHONE (A/C, No, Ext):** 510-465-3090 **FAX (A/C, No):** 510-452-2193
**E-MAIL ADDRESS:** certificates@dealeyrenton.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Property Casualty Company of America | 25674 |
| INSURER B : Travelers Casualty and Surety Co of America | 31194 |
| INSURER C : Hartford Accident and Indemnity Company | 22357 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Brandley Engineering, Inc.
6125 King Road, Suite 201
Loomis CA 95650

**COVERAGES** **CERTIFICATE NUMBER:** 1646598149 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contractual Liab<br>[ ] Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 6806P979947 | 3/1/2020 | 3/1/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 57UEGVI8279 | 3/1/2020 | 3/1/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** [X] OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | Y | Y | CUP6P985930 | 3/1/2020 | 3/1/2021 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 2,000,000<br>$ 2,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | UB6P985665 | 3/1/2020 | 3/1/2021 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Professional Liability | | | 105415961 | 3/13/2020 | 3/13/2021 | Per Claim<br>Annual Aggregate | $2,000,000<br>$4,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.
RE: All Operations of the Named Insured. The City of Madera, its officers, officials, employees and volunteers are named as additional insureds as respects general and auto liability for claims arising from the operations of the named insured, per policy form wording. Insurance is primary and non-contributory.

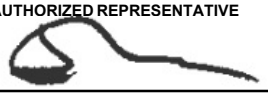
**CERTIFICATE HOLDER**

City of Madera
Attn: Mary Church
1030 South Gateway Drive
Madera CA 93637

**CANCELLATION** 30 Days Notice of Cancellation

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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NAMED INSURED: Brandley Engineering, Inc.

POLICY NUMBER: 6806P979947

## ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

**This is a summary of the coverages provided under the following forms** (complete forms available):

### Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

### Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or
b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

TRAVELERS

**WORKERS COMPENSATION**
**AND**
**EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) –**

**POLICY NUMBER:** UB6P985665

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

**Schedule**

| **Person or Organization** | **Job Description** |
|---|---|
| Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver. | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

**DATE OF ISSUE:** 1/11/2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

**1. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

**D. Additional Insured if Required by Contract**

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

**9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-11

**SUBJECT:**

Amendment No. 1 to Agreement with Colgan Consulting Corporation for Professional Engineering Services Related to the Preparation of a Development Impact Fee Program Update

**RECOMMENDATION:**

Adopt a Resolution Approving Amendment No. 1 to Agreement with Colgan Consulting Corporation for Professional Services Related to the Preparation of a Development Impact Fee Program Update.

**SUMMARY:**

As part of a discussion on economic development tools and programs in the spring of 2017, the City Council (Council) authorized staff to proceed with an update to the City's Development Impact Fee (DIF) Program. A request for proposals was distributed and four proposals were received. The proposal by Colgan Consulting Corporation (Colgan) was found to offer the best services at the most efficient cost. A total contract cost of $46,250 was approved at the July 19, 2017 Council meeting.

A draft report was provided to City. Given the passage of time staff has asked Colgan for a proposal (Proposal) to update the Report to address items that may require adjustment to account for those items that are affected by such passage. Staff has reviewed the Proposal and agrees with scope and fee of $27,100.

**DISCUSSION:**

The basic structure of the DIF program was established through Council action in July of 2003. The program called for annual adjustments to the fees to reflect changes in construction costs for public improvements as identified by the Engineering News Record Construction Cost Index. However, just two adjustments had been approved since 2003 prior to selection of Colgan, the most recent of which was completed in 2007. An update to the fee study was completed in 2010 and reviewed by the Council in early 2011. Due to poor economic conditions, the study was not adopted, and no changes were made to the fee schedule.

As part of a discussion on economic development tools and programs in the spring of 2017, the Council authorized staff to proceed with an update to the DIF Program. A request for proposals (RFP) was prepared and circulated, resulting in proposals from four firms, each with significant experience in similar work efforts. The submittal by Colgan was identified as the best overall proposal.

The original proposed scope of work included an evaluation of the City's existing fee program and the identification of new fees or adjusted fee categories. As planned, the Council would have the opportunity to review the full cost of development-related facilities, including alternate levels of facilities in some cases. After evaluating the final draft fee study, the Council may elect to set the actual fee amounts that will be applied to new development. The final fee study will also outline a series of implementation recommendations that address accounting and reporting requirements, administrative appeals, waivers and exemptions, updating and indexing the fees, and recovery of administrative costs.

Colgan completed the Final draft of the DIF Report (Report) in November of 2018. While this Report was considered complete at the time and ready for consideration by Council, staff has determined that the passage of time since it was originally completed resulted in the need to update a number of items. Examples of those items include:

- Cost of Living Adjustment (COLA) or other adjustments associated with current cost data
    - COLA – Where reasonable, a simple COLA utilizing the Engineering News Record's Construction Cost Index (CCI) will be applied to increase 2018 costs to 2021
    - Other Time Relevant Adjustments
        - Changes in Equipment Inventories and Replacement Values (i.e. street sweepers, vehicles, etc.)
        - Changes in Building Inventory – City has added or occupied several buildings including Engineering (Old RDA), Transit Facility, Fire Station 58
        - Changes in Building Replacement Value as derived from regularly updated City records
- Status of Development within the City – The 2018 Report assumed an inventory of completed residential, commercial, industrial facilities. These assumptions will be adjusted as determined necessary.
- Impact Fee Comparison of up to 10 cities/counties

In addition to the items cited above, all departments were given the opportunity to review and comment on the Report given many of them were not in their current positions when the report was completed. This review has resulted in a number of reasonable comments that should be reviewed by Colgan for possible Report revision.

As previously noted, the proposed fee is $27,100. The proposed fee is not simply an update of the study. This fee includes $7,200 to provide a fee comparison with ten other cities and counties. The original study included four other agencies. That comparison is considered out of date as some agencies conduct regular updates or provide annual updates based on application of a CCI. The fee also includes two days of on-site meetings and two public meetings. While this time has been included, it is unclear at this time how many of the proposed meeting will be required.

Once executed, Colgan has indicated that an update to the report can be completed within two to three months subject to how quickly data can be provided.

**FINANCIAL IMPACT:**

Funding for the Amendment is available from the various impact fee revenue accounts. Costs of Amendment will be funded from accounts in the proportions as that determined for the original agreement.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The 2025 Action Plan calls for an update to the impact fee program at least every two years or less. The recommended action is consistent with that direction, as well as with the various strategies which call for the provision of infrastructure to accommodate population growth, and the development of a financial plan to prepare for future growth.

The Report itself calls for fees to be reviewed annually and updated as necessary based on changes in the cost of park land, park improvements and other assets. The Report also recommends that studies be updated entirely every few years. Staff concurs with the recommendation contained within the Report.

**ALTERNATIVES:**

Should Council not to approve this Amendment, Council can direct staff to negotiate with Colgan on any or all terms included within the Colgan's Proposal.

**ATTACHMENTS:**

1. Resolution for Contract Amendment
    a. Exhibit 1 – Amendment No. 1

**ATTACHMENT 1**

Contract Amendment Resolution

**RESOLUTION NO. 21-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH COLGAN CONSULTING CORPORATION FOR PROFESSIONAL SERVICES RELATED TO THE PREPARATION OF A DEVELOPMENT IMPACT FEE PROGRAM UPDATE**

**WHEREAS,** Title X, Chapter 8 of the Madera Municipal Code provides for a Development Impact Fee Program, which allows fees to be levied to mitigate impacts attributable to new development; and

**WHEREAS**, the Municipal Code requires that the periodic updates of the Fee Program be prepared to reflect changes in construction costs, development schedules, availability of other funds, and other factors; and

**WHEREAS**, the City entered into an agreement with Colgan Consulting Corporation on July 17, 2017 to prepare an update to the existing Development Impact Fee Program; and

**WHEREAS**, Colgan Consulting Corporation completed a draft of a Development Impact Fee Study Report (Report) on November 18, 2018 which has not been adopted; and

**WHEREAS**, the City desires to update Report to reflect changes in costs, completed development projects and other items of relevance that may require adjustments given passage of time; and

**WHEREAS,** the City requested changes to consultant's scope of work for the preparation of update Report; and

**WHEREAS,** Colgan submitted an acceptable scope of work and cost proposal for the desired work.

**WHEREAS**, Amendment No. 1 to Agreement is necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.

2. The Council approves Amendment No. 1 to Agreement with Colgan Consulting Corporation for Professional Engineering Services Related to the preparation of a Development Impact Fee Program Update.

3. Council further authorizes Extra Services of up to 10 percent as approved by the City Engineer.

4. This resolution is effective immediately.

*******

EXHIBIT 1

Amendment No. 1

**AMENDMENT NO. 1 TO AGREEMENT WITH COLGAN CONSULTING CORPORATION FOR PROFESSIONAL SERVICES RELATED TO THE PREPARATION OF A DEVELOPMENT IMPACT FEE PROGRAM UPDATE**

This Amendment No. 1 to the Agreement with Colgan Consulting for Professional Engineering Services Related to the Preparation of a Development Impact Fee Program Update (hereinafter called "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY" and Colgan Consulting Corporation. hereinafter called "CONSULTANT" is entered into this 17th day of March 2021.

**R E C I T A L S**

**WHEREAS,** on July 19, 2017, CITY and CONSULTANT entered an Agreement to Prepare a Development Impact Fee Program Update, hereinafter called "Update"; and

**WHEREAS,** City has determined that an update to Update is necessary given the passage of time since the original Update was completed approximately two years ago; and

**WHEREAS**, Amendment No. 1 to Agreement is necessary to revise the scope of work, compensation and schedule for the additional professional services.

**A G R E E M E N T**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

**2.** **<u>SCOPE OF WORK</u>**:

CONSULTANT shall provide the professional services necessary to update the 2018 Draft Impact Fee Study Report as set forth in EXHIBIT A, "Proposal to Update the 2018 Draft Impact Fee Study" (EXHIBIT A), attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by himself or any sub-consultants, if found necessary, for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

**SECTION 2.** Section 5 of the Agreement shall be amended to read as follows:

**5. COMPENSATION**

The basic fee for work listed in EXHIBIT A, attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is $27,100.00.

**SECTION 3.** Section 7 of the Agreement shall be amended to read as follows:

**7. EXTRA SERVICES**

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation of $150.00 per hour or for necessary expenses over that listed in the Exhibit A, provided, however, the City Engineer's authority under this provision is limited to expenditures not to exceed the amount of two thousand seven dollars ($2,700).

**SECTION 4.** Section 11, Subsection A of the Agreement shall be amended by adding the following:

**11. TIME OF COMPLETION**

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work listed in EXHIBIT A attached hereto and incorporated by reference within 3 months from the date of this Agreement.

**SECTION 5.** Section 11, Subsection D of the Agreement shall be amended to read as follows:

D. CONSULTANT shall complete all services required under this Agreement and Amendment 1 to this Agreement and this Agreement shall expire 12 months from full execution of this Amendment.

**SECTION 6.** Except as set forth in this Amendment No. 1, all other terms and condition in the Agreement shall remain in full force and effect.

**In witness whereof,** CITY and CONSULTANT have executed this Amendment No. 1 to the Agreement on the date first written above.

| **CITY OF MADERA** | **COLGAN CONSULTING CORPORATION** |
|---|---|
| By: _____<br>Santos Garcia, Mayor | By: _____<br>Joseph Colgan, President |
| APPROVED AS TO LEGAL FORM | By: _____ |
| By: _____<br>Hilda Cantu Montoy, City Attorney | Title:_____ |
| | 20-1147363 |
| ATTEST: | Taxpayer ID Number |
| By: _____<br>Alicia Gonzales, City Clerk | |

EXHIBIT A
Proposal

Colgan Consulting Corporation

March 1, 2021

Keith Helmuth, P.E.
City Engineer
City of Madera
428 East Yosemite Avenue
Madera, CA 93638

**Subject: Proposal to Update the 2018 Draft Impact Fee Study Report**

Dear Mr. Helmuth:

As you requested, I am submitting this proposal to update the final draft impact fee study report that I originally completed in November 2018. Because of staff changes around that time, the City Council did not adopt the impact fees calculated in that report, and after almost 2 ½ years, certain aspects of the study are outdated.

To briefly review my qualifications, I founded Colgan Consulting Corporation in 2004 after serving for more than 14 years as the principal impact fee consultant for David M. Griffith & Associates (DMG) and for MAXIMUS, Inc. which acquired DMG in 1998. I am the only employee of Colgan Consulting Corporation. For convenience, I may refer to myself in this proposal, but it should be understood that the City would be contracting with my company for this update.

I have specialized in impact fee nexus studies for over 30 years. Since I began work in this field in 1990, I have personally conducted over 150 impact fee studies in six states. Most of that work was done for California clients, but I have also done impact fee studies in Oregon, Utah, Arizona, New Mexico and Florida. I have served three terms on the Board of the National Impact Fee Roundtable (now the Growth and Infrastructure Consortium) and have spoken on impact fees at conferences and seminars nationally. My background also includes ten years working in local government as a planner and planning director.

Since completing the final draft report of the Madera study, I have prepared impact fee studies for a number of other agencies including several fire districts and a park district as well as the cities of Rancho Cucamonga, La Quinta, Indio, Orland and Rocklin. I am currently working on impact fee studies for the Groveland Community Services District and the cities of Victorville and Sunnyvale.

**Scope of Services.** As we have discussed, the purpose of the work addressed in this proposal is to update each chapter of the 2018 draft report to reflect any changes in land use and development data, or existing and planned facilities and estimated costs, and to edit the text of the report for consistency with those revisions and to clarify some aspects of the report in response to comments from City staff. This proposal assumes that the scope of this study does not include changing the structure and organization of the report or the methods used to calculate impact fees in that report.

As part of this update, an appendix containing a detailed list of transportation improvements and estimated costs used in the calculation of the transportation impact fees will be added to the report. Information to be included in that appendix will be provided by the City.

This update will also include a comparison of Madera's existing and proposed impact fees with impact fees charged by up to ten other agencies selected by the City. I recommend that the comparison be contained in a separate document from the study report itself.

With a few exceptions, this proposal assumes that information needed to revise the Excel tables that make up the fee calculation model used in the study, including the development data tables in Chapter 2 and all of the tables in Chapters 3 through 11, will be provided by the City as numbers that can be entered directly into those tables.

The exceptions are: (1) Colgan Consulting will obtain the most current available data from the Census Bureau to update the population-per-dwelling-unit factors shown in Table 2.1 of the report; (2) Colgan Consulting will obtain current peak hour trip generation rates from the 10th Edition of the ITE manual, *Trip Generation,* to update those factors in Table 2.1; (3) if the City chooses to provide recent logs of police calls to update the calls-per-unit-per-year factors shown in Table 4.4 of the report, Colgan Consulting will analyze a random sample of calls to update those factors.

In addition, Colgan Consulting will obtain information needed to update the population growth chart on page 2-1 of the report.

I will work closely with staff from relevant departments to discuss information needed to update the report and to resolve any issues that may arise in the course of this update.

**Cost Proposal.** The cost of the services described in this proposal are shown below.

| | |
|---|---|
| Update study report (includes 2 days of on-site meetings) | $17,500.00 |
| Travel expenses for two days of on-site meetings at $200 each | $400.00 |
| Fee comparison (10 cities/counties) | $7,200.00 |
| **Subtotal** | **$25,100.00** |
| Time and travel expenses for two public meetings at $1000 each* | $2,000.00 |
| **Total Not to Exceed Amount** | **$27,100.00** |

* No time or travel expenses will be charged for public meetings conducted remotely.

Colgan Consulting will submit monthly invoices to the City based on time and expenses charged to this project each month.

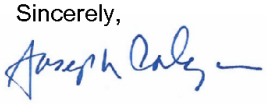
**Deliverables**. As the update proceeds, preliminary drafts of each chapter will be submitted to the City for review and comment. Once drafts of all chapters have been completed, an administrative draft of the entire report will be submitted for review and comment. A final draft report will then be prepared for review by the City Council and the public. If necessary, any additional revisions will be incorporated into the final report.

All versions of the report will be submitted electronically in .pdf format. Upon completion of the work, the original Word and Excel documents prepared as part of this study will be submitted to the City.

**Timeline.** The time required to complete the update is expected to be two-to-three months, but that time will depend on how quickly data needed for the update is provided by the departments. For contract purposes, I recommend a term of six months.

This proposal will remain valid for a period of 45 days. As president of Colgan Consulting Corporation, I am authorized to make binding commitments for the company.

Sincerely,



Joseph Colgan
President

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** B-12

**SUBJECT:**

Letter in Opposition to Federal Office of Management and Budget (OMB) Proposed Change to Metropolitan Statistical Area (MSA) Threshold

**RECOMMENDATION:**

Approve Minute Order Approving a Letter in Opposition to OMB Proposed Change to MSA Threshold

**SUMMARY:**

On January 19, 2021, the Office of Management and Budget (OMB) requested public comment on the recommendations it received from the Metropolitan and Micropolitan Statistical Area Standards Review Committee for changes to OMB's metropolitan and micropolitan statistical area standards. Among the changes proposed by the committee is a change to the definition of a metropolitan statistical area (MSA), increasing the population to qualify as an MSA from 50,000 to 100,000.

**DISCUSSION:**

The proposal to raise the minimum Urbanized Area population threshold used to establish a Metropolitan Statistical Area (MSA) from 50,000 to 100,000 people would severely impact two areas: Federal funding and transportation planning data reporting. This proposal, if implemented, will mean that the Madera Region will no longer be considered an MSA. At a minimum, the result of this action would reduce census and data reporting for the region (i.e., labor market conditions, per capita income, unemployment rates, etc.). Data is used by companies seeking to relocate to an area to project the viability and is used by real estate investors to study housing trends and population movement.

**FINANCIAL IMPACT:**

The financial impact to our community in relation to this change could result in losses in the millions of dollars annually.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

As an alternative, the Council may elect to reject submittal of the letter of opposition.

**ATTACHMENTS:**

1. Letter in Opposition to OMB Proposed Change to MSA Threshold

March 17, 2021

Mr. Dominic J. Mancini, Deputy Administrator
U.S. Office of Management and Budget
725 17th Street NW
Washington, DC 20503

**RE: Public Comment Regarding Recommendations from the Metropolitan and Micropolitan Statistical Area Standards Review Committee to the Office of Management and Budget Concerning Changes to the 2010 Standards for Delineating Metropolitan and Micropolitan Statistical Areas**

Dear Mr. Mancini,

Please consider this letter formal public comment in response to the Office of Management and Budget (OMB) proposal to change metropolitan and micropolitan statistical area standards.

The City of Madera, California, strongly opposes the OMB proposal to change the minimum urban area population to qualify as a metropolitan statistical area from the current 50,000 population to the proposed 100,000 population. This seemingly minor modification has the potential to do irreparable harm to our community.

The federal register notice published on January 19, 2021, and its associated appendix cited no specific reasoning for the proposed change. The only possible justification offered from the 2010 Metropolitan and Micropolitan Statistical Area Standards Review Committee, in the appendix of the federal register notice, stated that it was observed that the United States had increased population 2.2 times since 1950. In contrast, the population threshold to qualify as a metropolitan statistical area had not.

The proposed 100,000 population threshold recommended appears arbitrary and not based on any quantifiable or statistically valid reason. For a point of reference, the country's population nearly doubled (from 1950) by the 2000 decennial census. If the country's population's doubling was justification enough to change the metropolitan statistical area standards, one might have

assumed recommendations for change should have occurred at that point rather than waiting another 20 years for this proposal.

This modified threshold would change the status of the Urbanized Area in Madera County to a Micropolitan Statistical Area and eliminate the region's access to FTA Section 5307 funding, including the critical Small Transit Intensive Cities funding that helps provide higher levels of transit services than would otherwise be financially feasible. It would also adversely impact the funding for MPOs and transit providers in other California counties (with MSA name): Butte (Chico), Kings (Hanford-Corcoran), San Luis Obispo (San Luis Obispo-Paso Robles), and Napa (Napa).

The Madera Region also uses MSA geography data in our programs and planning that would no longer be reported, including labor market conditions, per capita income, unemployment rates, etc. This vital data is used by companies when evaluating relocation to an area to project viability. Real estate investors also use this data to study housing trends and population movement.

The recommended change states that proposed criteria are not designed "for use in program funding formulas." The reality is that this type of criteria will be used for such purposes and cannot be separated and dismissed entirely from this proposed redesignation. The proposed MSA change and other current efforts underway by the U.S. Census Bureau may create a ripple effect and have unintended harmful consequences to local communities such as ours.

MSA delineations are often used to establish eligibility for specific grant programs or as an element in program formula and matching funds requirements. If a statute mandates a particular program use of metropolitan area designations, the department or agency administering the program has no choice but to apply the designations in accordance with the law. Two primary funding sources frequently cited as being affected by MSA designations are Federal Transportation and Highway Department funds and Department of Urban and Housing Development's (HUD) community development block grants.

To provide necessary services to our region's residents, local agencies depend on a variety of federal funding programs that utilize metropolitan and urban area statistical status as a qualification. If Madera is no longer defined as an urban area or MSA, we may no longer qualify for programs that support low and moderate-income persons, public transportation, public health, and transportation planning and programming. We estimate that the financial impact to our community in relation to this change could result in losses in the millions of dollars annually.

I urge you not to adopt the Metropolitan and Micropolitan Statistical Area Standards Review Committee's recommendation to increase the minimum urban area population to qualify as a Metropolitan Statistical Area from 50,000 to 100,000.

I sincerely appreciate your consideration of our comments and how this proposal is not without severe consequence for our region.

Respectfully,

Mayor Santos Garcia
City of Madera

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** D-1

**SUBJECT:**

Sixth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc.

**RECOMMENDATION:**

Adopt a Resolution Approving the Sixth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc.

**SUMMARY:**

The current lease agreement is set to expire on April 30, 2021. Staff has met with representatives from SGM Inc. dba Sierra Golf Management, Inc. (SGM) to negotiate terms of a new agreement during the last several months. While substantial progress has been made, the ongoing COVID-19 pandemic has brought uncertainties to both parties. As a result, rather than enter into a long-term agreement which may be disadvantageous to either party, staff and SGM believe that a short-term agreement serves the interest of both parties. As a result, staff is recommending that Council approve the sixth amendment for 24 additional months which will allow SGM to continue to operate the golf course without an interruption in services with additional authority to the City Manager to agree to two 30-day extensions beyond that if significant progress is made.

**DISCUSSION:**

The City and SGM entered into an agreement on November 1, 2009, effectively transferring all municipal golf course maintenance and operations to SGM. The master agreement had an initial term of five years and an option to extend for an additional five years which was exercised on October 15, 2014. The agreement was amended on October 2, 2019, to extend the agreement 180 days from October 31, 2019, to allow the parties adequate time to negotiate a new agreement. The agreement was extended to April 30, 2020.

During those months of negotiation, staff and a City Council Ad-Hoc Committee had numerous meetings with SGM. Both parties negotiated in good faith to reach terms for a new agreement.

The City and SGM were close to finalizing a long-term agreement when the COVID-19 pandemic began to emerge in the United States. Unfortunately, the COVID-19 pandemic has had deleterious impacts and left SGM uncertain of long-term effects on operations and reduction to revenues. SGM indicated to the City that they could not move forward with the terms of a new agreement due to the unknown variables at the time. Alternatively, SGM proposed a one-year extension to quantify effects of the COVID-19 pandemic.

Unfortunately, as the pandemic continues, it is difficult to gauge where golf or the local economy will stand. As a result, staff and SGM are proposing a sixth contract amendment that allows SGM to serve as the operator. The following provides a synopsis of the proposed amendment followed by Table 1 that summarizes the original, the existing, and proposed agreements.

- The agreement would be for 24 months. Council approval of this matter effectively extends the agreement until April 30, 2023, at which time the agreement will terminate if new terms are not agreed to in advance of this date.

- The amendment allows for maintaining a reduction in base rent with an increase in round golf rates.

- SGM will remit $1.75 per round of golf to the City. Today SGM pays the City $1.25.

- Historically, SGM paid the City a base rent of $40,000 per year. The extension adopted in April 2020 reduced the base rent amount to $19,992 per year, payable each month in the amount of $1,666. The proposed extension would leave the base rent per year at the same amount.

- SGM will make capital improvements to 11 bunkers at a cost of $40,000.

- SGM will connect to an existing Madera Irrigation District (MID) water line located in Avenue 17 at a cost of approximately $15,000.

- SGM will replace 65 existing golf carts at a cost of approximately $500,000.

- The City would receive 5 percent of building rental revenue in year 1 and 10 percent in year 2, not including food and beverage revenue.

| **Table 1:** *Comparison of Original, Existing, and Proposed Agreements* [1] | | | | |
|---|---|---|---|---|
| | Original [2] | Existing [3] | Proposed [4] | |
| Terms | 10 years | 12 months | 24 months | |
| Base rent to City | $40,000 | $19,992 | $19,992 | |
| Per Round Rate to City | $2 | $1.25 | $1.75 | |
| Capital Improvements by SGM per year [5] | $50,000 | $0 | $20,000 | |
| Madera Irrigation District capital project | $0 | $0 | $15,000 | |
| Rental fees for banquet room [6] | $0 | $0 | *Year 1*: | 5% of revenue |
| | | | *Year 2*: | 10% of revenue |
| Golf Cart Replacement | $0 | $0 | 65 new golf carts at an *estimated* cost of $500,000 | |

(1) Table is not exhaustive, rather it is intended to provide an overview.
(2) Includes original agreement, Amendments 2, 3, and 4.
(3) Amendment 5 was approved at the onset of the COVID-19 pandemic. It is for 12-months.
(4) Amendment 6. Proposed 24-month agreement.
(5) Under the Proposed agreement, SGM may spend $20,000 in years 1 and 2, or $40,000 in year 1.
(6) Percent of room rental fee to the City. Does not include food and beverage revenue.

**FINANCIAL IMPACT:**

The existing agreement requires that SGM pay the City a base rent of $19,992 per year and $1.25 per round of golf. The proposed extension would maintain the base rent, however, increase the per round of golf fee to $1.75. In addition, the proposed agreement requires that SGM make Capital Improvement Projects of $40,000 during the term of the agreement and invest another $15,000 to connect to an MID water line. The proposed agreement would also generate revenue from rental fees for the banquet room; however, said revenue is difficult to project given the ongoing pandemic.

It is worth noting that there is outstanding debt for the golf course. The annual debt service for the golf course loan is approximately $328k in calendar years 2021, 2022, and 2023. The annual debt decreases to roughly $164k in 2024 at which time the debt will be retired. In addition, the golf course leases land from the Airport at an annual cost of $60k.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Strategy 411: Enhance and expand recreational activities available to Madera residents.
Strategy 404: Promote increased community wellness.
Action 121.10: Add facilities and amenities for the public.

**ALTERNATIVES:**

1. Council may elect to not approve the sixth amendment. This may result in the expiration of the current agreement.
2. Council may request staff bring additional information back to a subsequent meeting.

**ATTACHMENTS:**

1. Resolution – Approving Sixth Amendment
    a. Exhibit 1 - Sixth Amendment to the Lease Agreement
2. Master Lease Agreement adopted October 7, 2009
3. Second Amendment adopted July 3, 2013
4. Third Amendment adopted October 15, 2014
5. Fourth Amendment adopted October 2, 2019
6. Fifth Amendment adopted April 15, 2020

**Attachment 1:**

Resolution approving sixth amendment

**RESOLUTION NO. 21 - _____**

**SIXTH AMENDMENT TO THE MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT WITH SGM INC. dba SIERRA GOLF MANAGEMENT, INC.**

**WHEREAS**, the City of Madera (City) owns the Madera Municipal Golf Course, hereinafter called golf course for use and benefit of the public; and

**WHEREAS**, the City desires to provide the highest level of service to the community of Madera by providing an improved golf course facility and related operations; and

**WHERAS,** the City and SGM Inc. dba Sierra Golf Management, Inc. (SGM) entered into a five-year agreement on October 7, 2009; and

**WHEREAS**, the initial five-year agreement allowed for a five-year extension and said five- year extension was exercised on October 15, 2014; and

**WHEREAS**, on October 3, 2013, the City Council approved the second amendment to the agreement.

**WHEREAS**, on October 15, 2014, the City Council approved the third amendment to the agreement; and

**WHEREAS**, on October 2, 2019, the City Council approved the fourth amendment to the agreement; and

**WHEREAS**, on April 15, 2020, the City Council approved the fifth amendment to the agreement; and

**WHEREAS,** the existing agreement is set to expire on April 30, 2021; and

**WHEREAS**, the City and SGM have been in negotiations to develop new lease terms for full- service golf course operations; and

**WHEREAS**, the ongoing COVID-19 pandemic has brought uncertainties to both parties. As a result, rather than enter into a long-term agreement which may be disadvantageous to either party, the City and SGM believe that a short-term agreement serves the interest of both parties; and

**WHEREAS**, the City and Sierra Golf Management have agreed to extend the existing agreement for twenty-four months to allow for further negotiations; and

**WHEREAS**, all terms and conditions of the agreements shall remain unless expressly amended in the sixth amendment a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA,** finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Sixth Amendment to the Lease Agreement with SGM for Golf Course Operation and Management which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Amendment on behalf of the City.
4. This Resolution is effective immediately upon adoption.

**********

**Attachment 1a:**

Exhibit 1: Sixth Amendment to the Lease Agreement

# SIXTH AMENDMENT TO MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND SGM INC. DBA SIERRA GOLF MANAGEMENT INC.

This SIXTH Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement ("SIXTH Amendment") is made by and between the City of Madera, a California municipal corporation, ("City"), and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610 ("Sierra") both hereinafter collectively referred to as "the Parties."

## RECITALS

WHEREAS, City and Sierra entered into an agreement on October 7, 2009, to contract for the operation and management of the Madera Municipal Golf Course ("Agreement"); and

WHEREAS, the Parties executed a Second Amendment to Agreement on July 3, 2013, a Third Amendment to Agreement on October 15, 2014, Fourth Amendment to Agreement on October 2, 2019, and Fifth Amendment on April 15, 2020; and

WHEREAS, the Parties have been diligently negotiating a new long-term agreement for the last few months; and

WHEREAS, progress has been made, the COVID-19 Pandemic brought on several uncertainties for Sierra; and

WHEREAS, the Agreement is set expire on April 30, 2021; and

WHEREAS, the Parties believe a 24-month extension of the Agreement and some modifications to other terms will prevent an interruption of services, enable Sierra to make significant investment in replacing golf carts, and allow sufficient time for a new long-term agreement will meet the best interest of the Parties.

## AMENDMENT

1. Section 2 of the Agreement entitled "Term" and as amended by prior amendments is amended by adding the following to the end of Section 2:

> "Notwithstanding the above language, the term of this Agreement shall be extended twenty-four (24) months and terminate on April 30, 2023. The Council delegates to City Manager authority to agree with Sierra to extend the term for two thirty-day (30) periods if significant progress has been made for a new long-term agreement."

2. Section 5.1 of the Agreement entitled "Base Rent" and as amended by prior amendments is amended by adding the following to the end of Section 5.1:

> "Notwithstanding the above language, the base rent shall be $1,666.00 per month during the extended term of this Agreement."

3. Section 5.2 of the Agreement entitled "Per Round Rate" and as amended by prior amendments is amended by adding the following to the end of Section 5.2:

> "Notwithstanding the above language and Section 4.6 of the Agreement, the Per Round Rate shall be $1.75."

4. Section 5.6 of the Agreement, as amended, entitled Capital Improvements is amended as follows:

> "Each year of the extended Agreement as per the Sixth Amendment, Sierra shall make capital improvements to the Leased Premises in the amount of $20,000 per year or $40,000 in the initial 12 months of this 24-month agreement. Said capital improvements shall include repairing of drainage and renovation of 11 bunkers on the course. Said costs includes, but is not limited to materials, equipment, and labor.
>
> In addition, in recognition of the objectives of the Sustainable Groundwater Management Act (SGMA) and the Groundwater Sustainability Plan that specifically addresses the Madera Subbasin, Sierra agrees to certain capital improvement projects and/or programs in which reliance upon groundwater for golf course operations is reduced to the greatest extent possible. To that end, Sierra agrees to connect the existing agricultural type water well outlet pipe to the Madera Irrigation District (MID) pressure pipe located adjacent to Avenue 17 at its own cost through a capital improvement project initiated by Sierra or through payment of MID's estimated cost of $15,000 in which MID will in turn cause such connection to be made using their own forces."

5. Section 5.11 is added to the Agreement to read as follows:

> **5.11 Golf Carts Purchase**. In year one of the extended term of the Agreement per the Sixth Amendment to Agreement, Sierra shall purchase and replace 65 golf carts.

6. Section 5.12 is added to the Agreement to read as follows:

> **5.12 Building Rental Revenue Sharing**. In year one of the extended term of the Agreement per the Sixth Amendment to Agreement, Sierra shall

remit five percent (5%) of building rental revenue to the City, not including food and beverage sales. This shall increase to ten percent (10%) in year two of the Agreement. Said payment shall be made per Section 5.1 of the Agreement.

7. Section 40.A which was added to the Agreement by the Fifth Amendment is repealed and shall have no further force and effect.

8. Except as amended by this SIXTH Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

9. This SIXTH Amendment shall be effective upon execution by both parties.

**IN WITNESS WHEREOF**, the City of Madera has caused this SIXTH Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and SGM Inc. dba Sierra Golf Management Inc. has executed this SIXTH Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement on the day and year written below.

| | |
|---|---|
| **CITY OF MADERA**,<br>A municipal corporation | **SGM INC. DBA SIERRA GOLF MANAGEMENT INC.** |
| _____<br>Santos Garcia, Mayor | _____<br>Jeff Christenson |
| _____<br>Date | _____<br>Date |

APPROVED AS TO FORM:

_____
Hilda Cantu Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

**Attachment 2:**

Master Lease Agreement adopted October 7, 2009

**MADERA MUNICIPAL GOLF COURSE**
**OPERATION AND MANAGEMENT LEASE AGREEMENT**

This Operation and Management Lease Agreement ("Lease Agreement") is made and entered into this 7th day of October 2009 by and between the **City of Madera**, a municipal corporation of the State of California, hereinafter called "City" and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610, hereinafter referred to as "Sierra" both hereinafter collectively referred to as "the parties."

## RECITALS

**WHEREAS,** the City owns and operates the Madera Municipal Golf Course, hereinafter called "Golf Course," for the use and benefit of the public; and;

**WHEREAS**, the City desires to provide the highest level of service to the community of Madera by providing an improved golf course facility and related operations: and:

**WHEREAS,** the City has determined to privatize the management and operation of the Madera Municipal Golf Course by leasing the entire facility, including the clubhouse, to Sierra; and;

**WHEREAS,** The City desires to provide pro shop sales and rental of golf equipment and supplies, conduct driving range, rental of carts, provide golf lessons and instruction, collect fees for services, perform course and facility related maintenance provide food, beverages service, provide banquet and other concession services for the convenience and enjoyment of the public at Golf Course; and Sierra is engaged in the such business, and is prepared, equipped and qualified to undertake such operations and provide all services required herein, at Golf Course; and

**WHEREAS**, Sierra has submitted a proposal to operate golf course operations dated September 10, 2009, attached hereto as Exhibit "A". Sierra has responded to a Request for Qualifications and has experience in golf course operations and related concessions. City and Sierra wish to enter into a contract for such services; and

**NOW, THEREFORE,** in mutual consideration of the terms, covenants, and conditions set forth herein, the parties agree as follows:

## TERMS

**1. Leased Premises.** City hereby leases to Sierra and Sierra hereby leases from City the real property, and all the facilities and improvements situated thereon, located in the City of Madera, California, commonly known as Madera Municipal Golf Course located on Avenue 17 near the Airport in the City of Madera (the "Leased Premises") which Leased Premises consist of an eighteen-hole golf course, an adjacent parking area, a

driving range, a clubhouse, a banquet facility as well as other structures, buildings, facilities, equipment, and shop equipment (Exhibit B).

**2. Term.** This Lease Agreement shall commence on November 1, 2009 (the "Effective Date") and shall continue in full force and effect for a period of five (5) years ("Initial Term"), thereafter terminating on October 31, 2014 ("Termination Date"), unless extended sooner or otherwise terminated sooner as provided herein, save and except, Sierra's lease of the clubhouse and banquet facilities and food and beverage operation shall not commence until March 15, 2010, unless the current tenant agrees to terminate its tenancy and vacate earlier than March 15, 2010, and which shall terminate on October 31, 2014.

The City may, in its sole discretion, grant one (1) option to Sierra to extend this Lease Agreement ("Renewal Option"), for an additional five (5) year period ("Renewal Term"), which Renewal Option will only take effect upon the mutual written consent of the parties. The City shall give Sierra no less than 180 days written notice of its intent to extend the Lease for an additional five (5) year period, at which point the City shall enter into negotiations with Sierra to extend this Lease Agreement beyond the Renewal Term. The parties agree to negotiate in good faith. In the event City and Sierra are unable during such 180-day period to reach agreement on the lease terms, this Lease Agreement shall terminate and shall be of no further force and effect and except as may specifically be provided for elsewhere in this Lease Agreement, neither City not Sierra shall have any further obligations hereunder.

**3. Holding Over.** In the event Sierra shall holdover or remain in possession of the Leased Premises with the express or the implied consent of the City after expiration of the Initial Term or any Renewal Term(s) thereof, such holding over or continued possession shall create a tenancy for month-to-month only, upon the same terms and conditions as are herein set forth and in effect the last month prior to the expiration of the then current term of this Lease Agreement. Rent during any such hold over period shall be calculated as set forth in Section 5.10 of this Lease Agreement.

**4. Use of the Leased Premises.**

**4.1. Condition of the Leased Premises.** Sierra acknowledges personal inspection of the Leased Premises and the surrounding areas and evaluation of the extent to which the physical condition of the Leased Premises and of the surrounding areas will or may effect the operation of the Leased Premises. Except as otherwise provided herein, Sierra expressly acknowledges its acceptance of the Leased Premises in its "As-Is, Where-Is" condition and acknowledges existing easements for roadways, sewer, and water lines, and further acknowledges the City has made no representations or warranties as to the condition of the Leased Premises or its fitness for the use intended hereunder. Sierra shall make no demands upon the City for any improvements or alterations of the Leased premises, except as provided herein.

**4.2. Warranty of Title.** The City warrants and represents that it has sole and exclusive rights and title to the Leased Premises, subject only to the rights of the United States of America, as more specifically set forth herein, and debt service on bond

obligations for the purchase of the real property, such that it may enter into this Lease Agreement. The City further warrants and represents that the execution, delivery or performance of this Lease Agreement will not conflict with or violate any other agreement by which the City is bound, or any law, rule, regulation or ordinance by which the City is bound.

**4.3. Zoning Classification.** Sierra understands and acknowledges the Leased Premises are located within a Public/Semi-Public Zoning District and that Sierra's management and operation of the Leased Premises shall be subject to those regulations applicable to that zoning district, in addition to all other applicable standards or provisions of federal, state or local law. The City represents that the operation of a municipal golf course is consistent with this zoning classification and the permissible uses within this zoning classification.

**4.4. Permitted Use.** The Leased Premises shall be used only and exclusively for a golf facility and such other purposes including, but not limited to, operation of an eighteen-hole golf course and practice facility; fee-based use by the general public of the golf course and the practice facilities; golf instruction; pro-shop sales and activities; fee-based business sponsored golf outings, including leagues and tournaments; and operation of a restaurant and banquet facility and associated food and beverage services. Any other uses shall require the express prior written consent of the City. Sierra shall work cooperatively with the City with regard to the use of the Leased Premises for City recreational programs and activities. All revenue generated by Sierra shall be the property of Sierra including one hundred (100) percent of all gross receipts from the sale of green fees, green fees packages, golf equipment, soft goods, supplies, lessons, driving range, cart fees, and food, beverage and banquet operations

**4.5. Prohibited Uses.** Except for those articles or commodities commonly used in the operation and maintenance of a municipal golf course and restaurant and banquet facility, Sierra agrees not to keep or use upon the Leased Premises, nor permit to be kept thereon, any article or commodity which would operate to increase the rate of insurance upon the Leased Premises because of its hazardous nature unless Sierra agrees to pay any increase in any insurance premiums payable to City as a result of the placement of any article or commodity on the Leased Premises within twenty (20) days after receipt of notice of such increase.

**4.6. Price Control.** All rates and fees charged by Sierra, including green fees, cart fees, memberships, merchandise, and food and beverage shall be sold at prices comparable to those prevailing for similar public golf course facilities in the San Joaquin Valley, taking into account the size, age, demographic characteristics, rent structure, and location of the Leased Premises in relation to other public golf facilities located in San Joaquin Valley.

**4.7. Federal Aviation Regulations.** Sierra understands and acknowledges that the Leased Premises are located on land adjacent to and owned by the Madera Municipal Airport. Sierra further understands and acknowledges that the Leased Premises and all activities conducted and services performed on the Leased Premises are subject to federal oversight and control including, but not limited to, the airspace

directly above the Leased Premises. Sierra further understands and acknowledges that portions of the Leased Premises are or may be subject to runway and airspace protection zones governed by federal and state authorities. Sierra will maintain the Leased Premises, operate its equipment, and direct its personnel in airspace sensitive areas consistent with federal and state requirements.

Other than with respect to the Leased Premises, Sierra, its employees and agents are expressly prohibited from accessing or gaining entry to any facilities owned or operated by either the Madera Municipal Airport or the Federal Aviation Administration located on or near the Leased Premises without prior consent of the Airport Manager. Sierra shall also employ all reasonable efforts to prevent its invitees and guests from accessing or gaining entry to such facilities. Sierra shall fully comply and cooperate with all security alerts and emergency activities related to airport operations.

**5. Rent.**

**5.1. Base Rent.** Commencing on the Effective Date, Sierra shall pay to City monthly Base Rent for the use and occupancy of the Leased Premises, on the tenth day of each calendar month throughout the Initial Term and the Renewal Term, without deduction, offset, prior notice or demand, except as otherwise specifically set forth in this Lease Agreement. Base rent through the entire Initial Term and through the Renewal Term shall be as follows:

| | |
|---|---|
| Year 1: | $24,000 per year |
| Year 2: | $30,000 per year |
| Year 3: | $36,000 per year |
| Year 4: | $36,000 per year |
| Year 5: | $36,000 per year |
| Renewal Year 6: | $40,000 per year |
| Renewal Year 7: | $40,000 per year |
| Renewal Year 8: | $40,000 per year |
| Renewal Year 9: | $40,000 per year |
| Renewal Year 10: | $40,000 per year |

**5.2. Per Round Rate.** In addition to Base Rent, Sierra agrees to pay to the City a "per round" rate that establishes an initial rate of $1.00 per round but increases in later years as set forth below. The rate per round will be paid on the tenth day of each calendar month throughout the Initial Term and the Renewal Term, without deduction, offset, prior notice or demand, except as otherwise specifically set forth in this Lease Agreement.

| | |
|---|---|
| Year 1: | $1.00 per round |
| Year 2: | $1.00 per round |
| Year 3: | $1.50 per round |
| Year 4: | $2.00 per round |
| Year 5: | $2.00 per round |
| Renewal Year 6: | $2.00 per round |
| Renewal Year 7: | $2.00 per round |

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| Renewal Year 8: | $2.00 per round |
| Renewal Year 9: | $2.00 per round |
| Renewal Year 10: | $2.00 per round |

**5.3.** **"Per Round Rate".** For purposes of this Lease Agreement the "per round rate" shall be applied to all golf course rounds played in which Sierra actually received revenue or compensation from golfers as a result of Sierra's operation and maintenance of the Leased Premises.

**5.4.** **Reporting for Per Round Rate.** Beginning as of the Effective Date of this Lease Agreement, no later than ten (10) days following the end of each month Sierra shall submit to City monthly financial reports in a form and manner satisfactory to the City showing the total gross revenues associated with Rounds of Golf played and or credited and received by Sierra during such month.

**5.5.** **Capital Improvement Account.** Commencing on the Effective Date and continuing through the Initial Term and Renewal Term, the City shall hold in reserves $90,000 in the Golf Course Capital Improvement Account and shall make such funds available exclusively for capital improvement projects at the Leased Premises as an emergency action in case of catastrophic failure of systems at the golf course not within the maintenance and improvement responsibilities of Sierra as set forth in this Lease Agreement, including such items as well and pump stations. The distribution of funds from this Capital Improvement Account shall be at the sole discretion of the City, in consultation with Sierra, and any repairs, improvements, modifications or additions to be made using the funds maintained in this Capital Improvement Account shall have the prior written approval of the City

**5.6.** **Capital Improvements.** Commencing on the Effective Date, Sierra shall make Capital Improvements to the Leased Premises in order to improve the current condition of the golf course and clubhouse facilities, consistent with the Capital Improvement Plan identified in Exhibit A. The Capital Improvement Plan will serve as a guide for improvements; however for the purposes of this agreement, Sierra shall make an annual expenditure of not less than $50,000 per calendar year for Capital Improvements to the Leased Premises throughout the Initial Term and the Renewal Term, without deduction, offset, prior notice or demand, except as otherwise specifically set forth in this Lease Agreement.

| | |
|---|---|
| Year 1: | $50,000 per year |
| Year 2: | $50,000 per year |
| Year 3: | $50,000 per year |
| Year 4: | $50,000 per year |
| Year 5: | $50,000 per year |
| Renewal Year 6: | $50,000 per year |
| Renewal Year 7: | $50,000 per year |
| Renewal Year 8: | $50,000 per year |
| Renewal Year 9: | $50,000 per year |
| Renewal Year 10: | $50,000 per year |

**5.7. Late Charge.** Base Rent and Per Round payments are due on the tenth day of each month. In the event any payment of Base Rent is not received by the City by the twentieth calendar day of the month, Sierra shall pay to City in addition to the Base Rent and Per Round Payments a late charge of ten percent (10%) of the amount then owing for each thirty day period that such Base Rent or Per Round payments remains outstanding, to which Sierra acknowledges is a fair and reasonable estimate of the cost of the late payment to the City.

**5.8. Rent Payment and Per Round Payment.** Delay by the parties in computing or collecting the Base Rent and Per Round Payments or the acceptance by City of the incorrect amount of Base Rent or Per Round payments shall not relieve Sierra of its obligations to pay such rent to the City. Sierra waives any applicable statute of limitations which could defeat the City's right to collect the Base Rent. All rental payments due under this Section 6 shall be made payable to the City of Madera and shall be delivered to the City of Madera Finance Department at 205 W. Fourth Street Madera, California 93637. Any failure to make Base Rent Payments and/or Per Round Payments that is more than sixty (60) days delinquent shall constitute substantial breach of this Lease Agreement.

**5.9. Security Deposit.** There shall be no security deposit; however, at the expiration of this Lease Agreement, or any earlier termination thereof, Sierra shall return the Leased Premises to City in a comparable or better condition and repair as it existed as of the Effective Date, normal wear and tear, damage from casualty, and condemnation excepted.

**5.10. Hold Over Rent.** In the event Sierra fails to surrender the Leased Premises upon the termination date of the Initial Term or the Renewal Term as described in Section 3 of this Lease Agreement, the rent during such hold over term shall be equal to one hundred twenty-five percent (125%) of the last Base Rent amount payable prior to expiration of the then current term plus the Per Round Payments at the rate in effect on the termination date. Payment of this hold over rent by Sierra shall not otherwise limit the City's rights and remedies available under the law.

**6. Termination.**

**6.1. Termination for Cause.** In addition to all other remedies available to the City under the law or in equity, this Agreement may be terminated by the City as provided herein below:

**6.1.1. Impairment or Prejudice of City's Interests.** The City reasonably determines that the conduct or performance of Sierra in performing the duties and obligations imposed upon it under this Lease Agreement is such that the interests of the City may be impaired or prejudiced and Sierra has not remedied such conduct within thirty (30) days after written notice thereof as directed by City; or

**6.1.2. Sierra's Failure to Perform.** The City reasonably determines that Sierra has failed in the performance or compliance with any of the covenants, agreements, terms or conditions contained in this Agreement and such failure continues

for a period of thirty (30) days after written notice thereof or, in the case such failure cannot with due diligence be cured within such period of thirty (30) days or such reasonable time as may be required to cure such default, but in no event to exceed sixty (60) days. Non-payment of Base Rent and/or Per Round Payments shall constitute failure to perform.

**6.2. Effect of Termination.** In the event that this Agreement is terminated by City, Sierra shall:

**6.2.1. Cessation of Services.** Upon receipt of written notice of such termination promptly cease all services performed under this Lease Agreement, unless otherwise directed by City; and

**6.2.2. Delivery of Documents and Reports.** Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audiotapes, and any other materials provided to Sierra or prepared by or for Sierra or the City in connection with this Lease Agreement. Such material is to be delivered to City in completed form.

**6.3. City's Assumption of Obligations.** In the event that this Agreement is terminated, City is hereby expressly permitted but not required to assume the obligations required under this Lease Agreement and complete them by any means, including but not limited to, an agreement with another party. City is further hereby expressly permitted but not required to take possession of the Leased Premises, including all improvements, equipment, and inventory located thereon, and use the same for the purpose of satisfying or mitigating any damage arising from Sierra's breach or default of this Lease Agreement.

**6.4. City's Failure to Perform.** This Agreement may be terminated by Sierra, upon no less than one hundred-eighty (180) days prior written notice, upon the failure of City to perform any of the obligations imposed upon it under this Lease Agreement, and for no other reason.

**6.5. Rights and Remedies Not Exclusive.** The rights and remedies of the City and Sierra provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement

**7. Responsibilities of Sierra.** In addition to those duties and obligations otherwise provided for herein, throughout the entire Initial Term and any Renewal Term(s) of this Agreement, Sierra shall be responsible for the following duties and obligations:

**7.1. Facility and Equipment Maintenance Services.** Sierra shall, at its sole cost and expense, maintain the Leased Premises and all buildings, structures, improvements, fixtures, equipment, shop equipment, trade fixtures, banquet facilities and utility systems in good, safe, operable, useable and sanitary condition throughout the Initial Term and any Renewal Term(s) thereof, providing for such repairs, replacements, rebuilding or restoration as may be required to comply with the requirements of this Lease Agreement. Sierra understands and acknowledges that,

except as set forth at section 5.5 above, or as otherwise specifically set forth herein, the City does not have any duty nor shall the City be called upon to make any improvements, replacements or repairs whatsoever to the Leased Premises or to any structures, improvements, fixtures, equipment, shop equipment, trade fixtures, banquet facilities, equipment or utilities located thereon during the Initial Term or any Renewal Term(s) hereof.

Sierra, at its sole cost and expense, shall furnish and shall maintain all equipment, supplies, and material of good quality and of sufficient number to fulfill the requirements of this Lease Agreement. Any equipment listed on Exhibit "B" shall be returned to the City, and may be declared surplus under the guidelines and accounting standards established by the City, at such time as Sierra no longer requires the use of equipment for the following reasons:

- Unusable in present condition, no longer useful
- Having value but requiring repairs to make useable and repair cost is 50% of replacement value or more
- Having no future value as a useable commodity in its present condition
- Broken or worn-out to the point of having no saleable scrap value

**7.2. Grounds, Golf Course and Custodial Maintenance.** Sierra shall be solely responsible for all grounds maintenance services including, but not limited to, the obligation to mow, edge, trim, reseed, fertilize, aerate, irrigate, maintain landscaped areas, provide annual color and renovate turf areas located on the Leased Premises, as well as provide weed, disease, and pest control, turf maintenance, tree trimming, lake maintenance and maintenance of irrigation and pumping systems. Sierra shall provide the necessary maintenance of any structures and equipment associated with the Leased Premises including landscaping adjacent as part of the parking lot and clubhouse facilities, road parking lot and cart path maintenance, course cleaning and repairing. Sierra to provide all golf course facility related custodial/janitorial maintenance, including but not limited to restrooms pro shop, restaurant and banquet facility, so as to maintain and operate all concessions and golf course premises in a clean, safe, wholesome and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any and all applicable present and future laws, general rules and regulations of any governmental authority in force now or at anytime during the term of the Agreement relating to sanitation, public health, safety and welfare.

All maintenance work shall be performed at least in a manner and of a quality and in accordance with the standards of other local public golf facilities so as to maintain the aesthetic level and proper playing conditions.

Sierra at its sole expense shall coordinate an annual USGA (United States Golf Association) annual turf advisory service. The annual turf advisory service shall serve as a baseline for course conditions and will provide Sierra and the City another tool for determining and prioritizing capital improvements and maintenance delivery plans.

**7.3. Scheduling and Use of the Leased Premises.** Sierra shall provide full organization, administration, and supervision of a golf facility and golf course operations

as well as restaurant and banquet operations on the Leased Premises including, but not limited to, opening and closing the Leased Premises, setting and collecting fees and charges, taking of reservations and scheduling of tee times, monitoring play on the golf course, rental of equipment, sale of merchandise and equipment, instructional and professional golf services, and facilitation and organization of instructional programs, clinics, leagues, and tournament play.

Sierra shall insure that controls are in play to monitor, enforce rules and regulate pace of play and safe conditions. Sierra at its sole expense shall provide marshals and starters sufficient to cover the daily rounds played and shall regulate play and conduct of all persons on the golf course and related facilities. Sierra shall provide, maintain and make available a sufficient number golf carts available for rent at the Golf Course. Golf cart must be kept in good condition and must be replaced and maintained on a regularly scheduled program.

Sierra shall have the exclusive rights, license, duty and privilege to utilize the food and beverage concession facilities within the restaurant and banquet building and patio at the Golf Course. Sierra recognizes that Sierra shall, at its sole cost and expense, be required to furnish all equipment, appliances, supplies, and the items necessary or convenient to Sierra's operation hereunder Services provided by Sierra hereunder shall conform at least to the services, standards, and practices of the industry in the surrounding area.

**7.4. Public Use and Access.** Sierra shall ensure access to the Leased Facility and its programs and services to all members of the public, including those residing and/or visiting within the City of Madera and within Madera County, without regard to race, religion, color, national origin, sex or ability. Sierra shall allow access and use of by City for its Annual July 4th Celebration, including the closure of the golf course for Firework display setup. City is responsible for cleanup and security related to this event. Sierra agrees to cooperate with the City in the scheduling of air shows, public meetings, agricultural activities, tournaments and City activities that may occur on or near the Leased Facility premises.

**7.5. Cooperation With City Parks and Community Services Department** Sierra shall work cooperatively with the City in the promotion and support of golfing opportunities and programs through the City's Parks and Community Services Department.

**7.6. Hours of Operation.** Sierra shall operate and maintain the Leased Premises open from dawn to dusk every day of the year, with the exception of closures required by weather conditions and Christmas Day. Sierra shall be required to provide a minimum level of operation in compliance with standards contained herein.

**7.7. Irrigation.** Sierra shall be responsible for irrigating the necessary parts of the Leased Premises in a manner required to maintain the playability and usability of the Leased Premises and so as not to cause damage or destruction to any portion of the Leased Premises. Sierra shall monitor the quality of the irrigation water to ensure it

is acceptable to use for irrigation at the Leased Premises. Any deficiencies shall be immediately reported to City's representative in writing.

**7.8. Quality Assurance.** By executing this Lease Agreement, Sierra agrees that its management and operation of the Leased Premises pursuant to this Lease Agreement shall be performed in a fully competent manner. By executing this Lease Agreement, Sierra further agrees and represents to City that the Sierra possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Lease Agreement and that City relies upon the professional skills of Sierra to do and perform Sierra's work. Sierra further agrees and represents that Sierra shall follow the current, generally accepted practices in this area to perform the services required under this Agreement.

**7.9. Representative.** Sierra shall assign a single representative to have overall responsibility for the execution of this Lease Agreement for Sierra. An **Operations Director** will be designated as the representative for Sierra. Sierra shall provide the City with written notice of any changes in the designated representative.

**7.10. Repair and Maintenance.** Except as otherwise specifically provided in this Lease Agreement, Sierra shall be solely responsible for keeping the Leased Premises clean and in good condition and repair and for all repairs and maintenance necessary to keep the Leased Premises in good condition and repair. Sierra shall be responsible for all damage or destruction to the Leased Premises caused by any act(s) of Sierra or by Sierra's employees, agents, licensees or contractors, in addition to any invitees while such invitees are on the Leased Premises.

**7.11. Utilities and Services.** Sierra shall arrange to have furnished all utilities including electrical, power, gas, water, sewer, cable or satellite television, as well as janitorial services, and trash removal and shall pay to such person or entity providing such utilities and services during the term of this Lease Agreement. The City shall not be liable in any manner for any failure or interruption of any utility service furnished to the Leased Premises, and no such failure or interruption shall entitle Sierra to terminate this Lease Agreement.

**7.12. Failure to Maintain or To Repair.** If at any time during the Initial Term or any Renewal Term Sierra fails to maintain or to repair the Leased Premises as required under this Lease Agreement, City, upon at least ten (10) days' prior written notice (except in the case of an emergency when no such notice shall be required) may, but is not required to, perform the maintenance or make the repairs or replacements on behalf of Sierra. Any sums expended by the City in doing so shall be deemed immediately due from Sierra on demand of the City.

**7.13. Restaurant and Banquet Operations.** Sierra shall have the exclusive right to provide food and beverages at the Leased Facility throughout the term of this Lease Agreement. All revenue generated by the food, beverage and banquet operations Sierra shall be the property of Sierra. Sierra shall be authorized to sell food, beverages, and food products, including alcoholic beverages, or to subcontract for such

services, provided such services are provided in accordance with all applicable health and sanitation regulations and that all necessary permits and approvals are obtained in advance, including the necessary permits and approvals from the California Department of Alcohol and Beverage Control and Madera County. Sierra shall maintain a liquor license in accordance with applicable laws and regulations throughout the entire term of this Lease Agreement

Sierra shall provide a full level of service to the banquet facility which will include, without limitation, banquet booking, setup, food service, collection of fees and all services typical to the operation of a banquet facility. Unless agreed upon in writing, Sierra agrees to limit it's services under this agreement to the facilities at the Golf Course and will not under the auspices of this agreement provide catering services off of the Golf Course facility.

Sierra shall at its sole cost and expense perform all maintenance and repairs to kitchen and related facilities including but not limited to that necessary for proper functioning of stoves and refrigeration equipment as well as any/all septic tanks, grease fuels and traps, drains sinks and rodent and pest control.

Sierra shall remedy within forty-eight (48) hours any defective, dangerous or unsanitary conditions for which it has notice. City may, at any time at its option, do so at Sierra's sole cost and expense, for which City shall be reimbursed. Defective, dangerous or unsanitary conditions may include but need not be limited to kitchen maintenance, water leakage or other health and safety items upon demand.

**7.14. Collection of Fees and Revenues; Accounting.** Sierra shall have the sole authority and shall be solely responsible for collecting all fees and revenues generated by its operation and management of the Leased Premises during the term of this Lease Agreement. Sierra shall be solely responsible for the accounting for such revenues in accordance with accepted accounting methods and for the reporting of revenues to the City as more specifically provided herein.

**7.15. Accident Reports.** Sierra shall immediately report to the City, in writing, any accident causing more than ten thousand dollars ($10,000) worth of property damage or any serious injury to person or property that occurs on or in connection with the Leased Premises. This written report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and any other pertinent information available to Sierra.

**7.16. Americans With Disabilities Act (ADA) and Title 24 Compliance.** With respect to any capital improvements made by Sierra during the term of this Lease Agreement including, but not limited to, those capital improvements made through the use of Capital Improvement funds established pursuant to Section 5.7 of this Lease Agreement, Sierra shall ensure that all buildings, structures, and other facilities constructed or improved by it are constructed or improved in such a manner as to be in compliance with the Americans With Disabilities Act (ADA) and Title 24. With respect to all other ADA or Title 24 required improvements, City shall be responsible for making

any repairs or improvements necessary to bring the buildings, structures, and other facilities into compliance with the ADA and with Title 24.

**7.17. Staffing.** Sierra shall provide competent personnel necessary for such operations and shall supervise them in their work. Staff at a minimum must include a Class "A" Head Professional, Class "A" Golf Course Superintendent and assistant professionals and superintendents necessary for the operations and maintenance of the golf course. Head Professional and Golf Course Superintendent must be easily accessible by the golfing public and organized groups. Professional certifications must be current at all times through the contract term. Sierra shall provide a Food and Beverage Manager who will have day to day responsibility for the operation of food, beverage and banquet concessions covered by this agreement.

**8. Responsibility of City.** To the extent appropriate to the projects to be completed by Sierra pursuant to this Agreement, City shall:

**8.1. Disclosure of Information.** Assist Sierra by placing at its disposal all available information pertinent to the Leased Premises, including but not limited to, previous reports and any other data relative to the Leased Premises. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

**8.2. Entry Upon Property.** Make provisions for Sierra to enter upon public and private property as required by Sierra to perform its services.

**8.3. Examination of Records.** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Sierra, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Sierra.

**8.3. Project Director.** The **Director of Administrative Services** shall act as City's representative with respect to the work to be performed under this Lease Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Sierra's services. City may unilaterally change its representative upon notice to the Sierra.

**8.4. Notice of Defects.** Give prompt written notice to Sierra whenever City observes or otherwise becomes aware of any defect or shortcoming in the performance of any duty or obligation of Sierra under this Agreement.

**9. Signs.** Sierra shall not erect any permanent signs upon the Leased Premises unless the City has first given its prior written approval.

**10. Advertising and Promotional Materials.** Sierra shall ensure that all brochures, scorecards, and other printed advertising and marketing materials always bear the name "Madera Municipal Golf Course" with the accompanying logos of the City and the City Parks and Community Services department as provided by the City.

**11. Name Change.** Sierra understands and acknowledges the name of the Leased Premises is "Madera Municipal Golf Course" and Sierra shall not change, alter or otherwise misrepresent the name of the Leased Premises in any advertisement, brochure or other notice.

**12. Gift Certificates or Credits.** Sierra understands and acknowledges that as of the Effective Date of this Lease Agreement gift certificates or credits, including those for greens fees, merchandise, and other items of interest, have been issued by the City and remain outstanding. Sierra agrees to acknowledge and to honor and receive such gift certificates and credits at the value issued for a period of twelve (12) months following the Effective Date; however, such gift certificates and credits shall not be considered gross revenues or as rounds played as that term is defined in Section 5.4 of this Lease Agreement for purposes of calculating Sierra's rent payment obligations and the City will reimburse Sierra for all such gift certificates and credits accepted and honored by Sierra, within 30 days after presentation of a statement of the amount of such items.

**13. Complaint Resolution.** The representative of Sierra designated herein shall serve as the contact person for the City in the event complaints are received from the community or from members of the public. Sierra shall investigate all complaints received from the City and shall make a good faith effort to resolve such complaints. Within thirty (30) days of Sierra's receipt of such complaint, Sierra shall provide the City with a written summary of the disposition and resolution of the complaint.

**14. Employees.** Sierra shall maintain an adequate number of qualified staff and/or volunteers to provide the services required under this Lease Agreement and shall ensure that a manager is present at the Leased Premises during all times the Leased Premises are open to the public for business. Sierra understands and acknowledges that all its employees must act in a courteous, professional manner at all times. The City shall promptly notify Sierra of any employee who the City has determined to be incompetent, disorderly, intemperate or otherwise objectionable. Sierra shall take whatever disciplinary action is deemed appropriate with regard to such employee including termination and replacement with a satisfactory employee.

It is understood and agreed that the City shall have no authority to discipline any of Sierra's employees and any decision to terminate or otherwise discipline any employee shall be solely that of Sierra. In the event that any action is brought against the City or the City is named in any action brought against Sierra for failure to hire or terminate an employee, Sierra will indemnify, defend, and hold harmless the City for any costs, expenses, damages or liabilities incurred or alleged as a result of such action.

**15. Sierra's Labor and Wage Rate.** There shall be paid to each person employed by Sierra or sub-contractor in the work under this Agreement, not less than the minimum legal wage rate required by law. Sierra will comply with all applicable wage and hour laws and shall indemnify, defend, and hold the City harmless from any and all claims, demands, losses or damages made as a result, whether direct or indirect, of Sierra's employment of personnel pursuant to this Agreement.

**16. Equipment and Materials.** Sierra shall, at its own cost and expense, furnish, maintain, and repair all necessary equipment, supplies, and materials of good quality and in the amounts necessary to comply with this Agreement. These equipment, supplies, and materials shall include, but not be limited to:

**16.1.** All equipment necessary or appropriate for the performance of services under this Agreement, together with all necessary gas, oil, and spare parts for all equipment used and maintained by Sierra;

**16.2.** All necessary top dressing, seed, fertilizers, fungicides, insecticides, irrigation materials and supplies and herbicides;

**16.3.** Bunker rakes, trash receptacles, and other similar golf course equipment, which shall be maintained and/or replaced as needed, as set for the in the Technical Maintenance Specifications; and

**16.4.** Sand for bunkers to maintain an appropriate sand depth.

City agrees to make available for purchase by Sierra equipment owned and used by the City to maintain the Golf Course and, in the event Sierra chooses to purchase such equipment from City, agrees to enter into a separate agreement for the purchase of such equipment. In the event Sierra purchases such equipment from City, such equipment shall become the property of Sierra and Sierra shall be fully responsible for the maintenance, care, and repair of such equipment.

**17. Materials Storage.** Sierra shall not store or maintain any dead, felled or trimmed plant or other vegetative waste on the Golf Course and shall remove such waste from the Golf Course in such manner and at such times as to prevent the same from becoming a fire hazard. Sierra shall be liable in all respects for any damage, liability, loss, injury or expense incurred as a result of any fire damage proximately caused by Sierra's storage of any such waste on the Golf Course and shall indemnify, defend, and hold the City harmless from any and all such damage, liability, loss, injury or expense.

**18. Liens and Encumbrances.** Sierra shall keep the Leased Premises free and clear of any liens or encumbrances of any kind whatsoever created by Sierra's acts or omissions.

**19. Taxes.** Throughout the Initial Term and any Renewal Term of this Lease Agreement, Sierra shall pay before they become delinquent all real property tax obligations of any kind assessed against the Leased Premises in addition to all taxes and assessments imposed on any personal property, equipment or trade fixtures belonging to Sierra and located on the Leased Premises. Beginning on the Effective Date and for each year thereafter, Sierra shall also be responsible for any applicable possessory interest tax assessed or levied against the Leased Premises and shall make timely payment thereof.

**20. Improvements and Alterations.**

**20.1. Prior Consent Required.** With respect to alterations or improvements proposed by Sierra, City shall allow Sierra to complete such alterations or improvements only upon prior review and written approval of the City.

**20.2. Ownership of Tenant Improvement and Alterations.** All structural alterations or improvements made or installed on the Leased Premises by Sierra, or any other person or entity, shall be considered part of the Leased Premises and, on expiration of this Lease Agreement or sooner termination thereof, shall remain on the Leased Premises and shall become the property of the City unless City provides written notice to Sierra at the time City gives its consent to the alterations or improvements that such alterations or improvements be removed in which case Sierra shall remove the same prior to expiration or within thirty (30) days after early termination of this Lease Agreement. Notwithstanding the above, all items of equipment, machinery, furniture, furnishings, fixtures, and other personal property placed in or installed on the Leased Premises by Sierra shall remain the personal property of Sierra regardless of the manner or mode of attachment and may be removed by Sierra at any time throughout and including expiration of the then current lease term, provided that Sierra shall repair any damage caused by said removal, reasonable wear and tear excepted. Such personal property remaining after expiration of thirty (30) days after early termination of this Lease Agreement shall be deemed abandoned by Sierra and shall become the property of the City.

**20.3. Compliance with Laws.** All improvements and alterations to the Leased Premises, including those with regard to landscaping and installation of additional parking, shall be done in accordance with all applicable laws, regulations, and standards including, but not limited to, the Madera Zoning Code and all applicable development standards.

**20.4. Construction Management Fees.** There shall be no construction management fees charged by the City to Sierra for any improvements or alterations made to the Leased Premises.

**21. Liability for Damages.** Sierra shall be fully responsible for any and all damage done to the Golf Course property or equipment, damage to the personal property of private individuals or other property of the public, and for any injury to any individual, including any guest, employee, agent, licensee, invitee or member of City that results from the affirmative act and/or negligence of Sierra or Sierra's agents, employees, invitees or licenses. Except as otherwise required by local ordinances or this Agreement, lost shrubs and trees shall be replaced with shrubs and trees of appropriate same size, species and horticultural variety.

**22. Damage or Destruction of Leased Premises.** If the Leased Premises are totally or partially damaged or destroyed by fire, earthquake or other casualty not caused by the acts or omissions of Sierra, the City shall have the right, but not the obligation, to restore the Leased premises by repair or rebuilding. In the event the Leased Premises are so damaged as to materially and adversely affect Sierra's ability to conduct its

normal business operations from the Leased Premises, as reasonably determined by the City and by Sierra, Sierra shall have the right, at its option, to terminate this Lease Agreement upon written notice to City given within sixty (60) days following the date of such damage. The City shall provide to Sierra a written notice within thirty (30) days following the date of such damage stating whether the City has elected to terminate this Lease Agreement, or to repair the Leased Premises. If the City fails to provide such timely notice, Sierra may, upon ten (10) days' prior written notice, terminate this Lease. If the City provides such timely notice and therein elects to repair or rebuild, and thereafter is able to complete such restoration within ninety (90) days from the date of such damage, subject to the terms of this paragraph, this Lease Agreement shall remain in full force and effect. If the City is unable to restore the Leased Premises within this time, or if City elects not to restore, then Sierra may terminate this Lease Agreement by giving the City written notice. Upon such election to terminate, the rent due under this Lease Agreement shall be due and payable only up until the date of damage. If this Lease Agreement is not terminated, the Base Rent or per Round Rates due and payable under this Lease Agreement shall be reduced based on the extent to which the damage interferes with Sierra's reasonable use of the Leased Premises until such portion of the Leased Premises is restored.

If the City elects to repair and to restore, City shall restore the Leased Premises to substantially its condition to that prior to the occurrence or damage provided the City shall not be obligated to repair or to restore any alterations, additions, fixtures or equipment or improvements which have been installed by Sierra, whether or not Sierra has the right or obligation to remove the same or is required to leave the same on the Leased Premises as of the expiration or earlier termination of this Lease Agreement, unless Sierra, in a manner satisfactory to the city, assures payment in full of all costs as may be incurred by City in connection therewith. If there be any such alterations, fixtures, additions, equipment or improvements installed by Sierra and Sierra does not assure or agree to assure the payment of all costs of restoration or repair as aforesaid, City shall have the right to determine the manner in which the Leased Premise shall be restored so as to be substantially as the Leased Premises existed prior to the damage occurring of this Lease Agreement, as if such alterations, fixtures, equipment or improvements installed by Sierra had not then been made or installed.

In no event shall the City be responsible for any loss or interruption of Sierra's business caused by damage or destruction of the Leased Premises or during the repair or reconstruction thereof regardless of the cause of the damage or destruction or the extent of insurance coverage. The parties agree that the rights and obligations of the parties in the event of damage or destruction of the Leased Premises shall be governed by this Lease Agreement. Sierra waives the provisions of California Civil Code sections 1932 and 1933(4).

**23. Assignment and Subletting.** Except as otherwise specifically set forth herein, Sierra shall not have the right to assign, sublet, hypothecate or mortgage the Leased Premises, or any portion thereof, or to lease, license or otherwise enter into management agreements with any other individual or entity for any portion of the Leased Premises. Any attempted assignment, hypothecation, mortgage, lease, license or management without the express written consent of the City shall constitute a

material breach of this Lease Agreement and shall render this Lease Agreement void and of no longer any force and effect. Notwithstanding the foregoing, Sierra shall be permitted to sublease the restaurant and banquet facilities to an operator in accordance with the specific terms of this Lease Agreement.

**23.1. Merger or Consolidation.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Lease Agreement was, and is, the professional reputation and competence of Sierra. This Lease Agreement is personal to Sierra and shall not be assigned and no part of the Leased Premises shall be sublet by Sierra without the prior express written approval of the City, which approval and consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this Lease Agreement, the term "assignment" shall include a transfer by Sierra to any related or successor entity, whether by merger, consolidation or otherwise, or to any entity or individual that purchases all or substantially all of Sierra's assets.

**23.2. Recapture.** City shall have the right to recapture the Leased Premises in the event of any sublease or assignment and no sublease or assignment shall constitute a release of Sierra from the obligations of performance or the terms and provisions of this Lease Agreement.

**24. Insurance.**

**24.1. Commercial General Liability, Property Insurance and Miscellaneous Coverage.** Sierra shall, throughout the duration of this Lease Agreement, maintain commercial general liability, property, and miscellaneous other insurance covering all operations of Sierra, its agents and employees, performed in connection with this Lease Agreement including but not limited to premises and automobile. The cost of such insurance shall be solely born by Sierra.

**24.2. Minimum Coverage Limits.** Sierra shall maintain the following limits:

*General Liability*

*Combined Single Limit Per Occurrence.....$2 million*
*General Aggregate.....$5 million*
*(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis. The coverage shall be at least as broad as Insurance Services Office Form CG 00 01)*

*Automobile Liability*

*Combined Single Limit Per Occurrence.....$1 million*
*(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis. The coverage shall be at least as broad as Insurance Services Office Form Number CA 00 01 using Code 1, Any Auto.)*

*Worker's Compensation.....Statutory Limits*

*Employer's Liability Insurance:.....$1 million per employee and per accident for bodily injury or disease.*

*All Risk Property Insurance (Covering all real and personal property of the City and occupied or used by Sierra, and all real and personal property of Sierra utilized or stored on Leased Premises. Full replacement cost with no coinsurance penalty provision.)*

*Greens Protection.....$300,000*

*Facility Replacement Coverage (Covering the golf course and all buildings, equipment, and structures located thereon and all furnishings or equipment owned by the City and also located thereon, in no event less than the full replacement value, against the perils of fire and extended coverage, including demolition.)*

**24.3. Additional Insured By Endorsement.** All insurance companies with the exception of "Worker's Compensation" affording coverage to Sierra shall be required to add the City of Madera, its officers, employees, volunteers, and agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees, volunteers or agents

**24.4. Authorization to Conduct Business.** All insurance companies affording coverage to Sierra shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California and shall have an A.M. Best Rating of no less than A- VII.

**24.5. Cancellation or Reduction in Coverage.** Sierra shall provide no less than thirty (30) days written notice to the City should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

**24.6. Certificate of Insurance.** Sierra shall furnish the City with copies of the original certificates and endorsements, including amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms that conform to stated requirements. All certificates and endorsements are to be received and approved by the City before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including

endorsements effecting the coverage required by these specifications at any time. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Sierra, its agents or representatives" does not satisfy the requirements of this subsection. The Sierra shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

**24.7. Substitution of Insurance.** Sierra shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. In the event Sierra is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Sierra shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

**24.8. Additional Insurance Coverage.** Sierra shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein. Maintenance of insurance by the Sierra as specified in this Agreement shall in no way be interpreted as relieving the Sierra of any responsibility whatever and the Sierra may carry, at its own expense, such additional insurance as it deems necessary.

**24.9. Applicability of Insurance.** When the term "Sierra" is used, it shall be deemed to include the parent and any other subsidiaries involved in any way with this Agreement.

**24.10. Deductible and Self-Insurance Limitations.** Any self-insured retentions must be declared and approved by the City. Any policy of insurance provided to meet the requirements of this section which has a deductible over $25,000 shall not meet the requirements of this section unless it has first been approved by the City. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable.

**24.11. Periodic Review of Insurance Coverage.** All insurance coverage and limits required under this section shall be subject to periodic review on every fifth anniversary of the Effective Date at which time the City may require additional or different coverage types and limits as set forth herein in order to meet changed circumstances or conditions that exist at the time of such periodic review.

**24.12. Waiver of Subrogation.** Sierra, to the extent and limits of insurance coverage applicable under any policy of insurance procured as required under this Lease Agreement, releases the City, its officers, employees, and agents from any claims for damage to any person or to the Leased Premises, or any part thereof including the buildings, fixtures, personal property, and other improvements or alterations located thereon, of either the City or Sierra, including loss of income, that are

caused by or result from risks insured against under any insurance policies required by this Lease Agreement and in force at the time of any such damage.

Sierra shall cause each such insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against the City in connection with any damage covered by such policy. The City shall not be liable to Sierra or to any other party for any damage caused by fire or any other risk insured against under any property insurance policy carried under the terms of this Lease Agreement, to the extent and limits of coverage applicable under any policy of insurance procured as required under this Lease Agreement.

**25. Hazardous Substances.** Sierra represents and warrants that the services it will provide, the methods of application is will use, and the products it will use will not violate any federal, state or local environmental laws, statutes, ordinances, codes, rules, regulations, orders, decrees or similar authoritative pronouncements. Sierra understands and acknowledges the City is subject to a National Pollution Discharge Elimination System (NPDES) Permit. Sierra agrees to cooperate with the City in implementing best management practices and other strategies and techniques necessary to protect the quality of water runoff from the Madera Municipal Golf Course and to meet the requirements of the City's NPDES Permit including, but not limited to Integrated Pest Management (IPM) strategies.

For purposes of this Agreement "Hazardous Substances" shall have the meaning ascribed in and shall include those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §6901 et seq., as amended from time to time, and shall include any other elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state, local or quasi-governmental statute, ordinance, law, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, now existing or at any time hereafter in effect.

Sierra shall make and maintain any and all such records or reports as may be required under any federal, state or local law or regulation, in the proper form and for the proper time periods, regarding the handling, maintenance, storage or application of any pesticides or other hazardous materials whether or not specifically described in this section.

**26. Storage of Personal Property.** Sierra may store on the Leased Premises only personal property that Sierra owns, leases or rent, and shall not improperly store any flammable materials, explosives or other dangerous or hazardous materials. Notwithstanding the foregoing, Sierra shall not be in breach of this provision as a result of the presence on the Leased Premises of minor amounts of hazardous or toxic materials which are in compliance with all applicable laws, ordinances and regulations, including all applicable material data safety sheets, and which are customarily used in Sierra's normal business operations conducted from the Leased Premises.

**27. Right of Entry.** The City and its authorized officers, employees, and representatives shall have the right to enter the Leased Premises, or any part thereof, at all reasonable times, upon reasonable prior notice (except in the case of an emergency, when no such notice shall be required) for the purpose of inspecting the same and to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Lease Agreement or any other lawful purpose to include protecting the Leased Premises. No such entry shall constitute an eviction of Sierra or a disturbance of its quiet enjoyment to use and to occupy the Leased Premises. When entering upon the Leased Premises for any reason, the City and its authorized officers, employees and representatives shall use all commercially reasonable efforts to protect Sierra's property and personnel from loss and injury and to avoid interfering with the conduct of Sierra's business.

**28. Default by Sierra.** Sierra shall be in default of this Lease Agreement for any of the acts or omissions specifically set forth in this section.

**28.1. Abandonment.** Sierra's abandonment of the Leased Premises for more than thirty (30) days.

**28.2. Failure to Pay Rent.** Sierra's failure to pay rent when due.

**28.3. Failure to Operate.** Sierra's failure to perform or observe any of the other agreements, covenants or conditions of this Lease Agreement on the part of Sierra to be performed and observed and such failure shall continue for a period of thirty (30) days after written notice thereof to Sierra, or, in the case of a failure which cannot be cured by the payment of money and cannot reasonably be cured within thirty (30) days, Sierra shall fail to commence the curing thereof within said thirty (30) day period and thereafter shall fail diligently to prosecute such cure to completion.

**28.4. Failure to Maintain.** Sierra's failure to maintain the Leased Premises in accordance with the standards of this Lease Agreement, including the buildings, structures, and improvements located thereon, in a clean, sanitary, safe, and satisfactory condition, where such failure continues for a period of thirty (30) days after written notice from the City for corrections, or in the case of a failure which cannot be cured by the payment of money and cannot reasonably be cured within thirty (30) days, Sierra shall commence the curing thereof within said thirty (30) days, Sierra shall fail to commence the curing within said thirty (30) day period and thereafter shall fail diligently to prosecute such cure to completion.

**28.5. Insolvency.** Sierra shall become unable to pay its debts generally as they become due, voluntarily file a petition or other proceeding in or for dissolution or liquidation under any law or statute of any federal, state or local government, or any subdivision of either, now or hereafter in effect, make an assignment for the benefit of its creditors or consent to or acquiescence in the appointment of a receiver of itself.

**28.6. Receivership.** A court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver over Sierra over the whole or any substantial part of the Leased Premises occupied by Sierra, and such order, judgment or decree

shall not be vacated, set aside or stayed within ninety (90) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside.

**28.7. Bankruptcy.** A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Sierra under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of any federal, state or local government, or any subdivision of either, now or hereafter in effect, and such order, judgment or decree shall not be vacated, set aside or stayed within ninety (90) days from the date of entry of such order, judgment or decree, or any stay thereof be thereafter set aside, then any such events shall constitute an event of default by Sierra.

**29. City's Remedies Upon Sierra's Default.** Upon the occurrence of any such event of default by Sierra and so long as the same shall not have been remedied or cured by Sierra pursuant to the provisions of this Lease Agreement, the City shall have the following rights and remedies, in addition to all other rights and remedies of City provided hereunder or by law or in equity:

**29.1. Termination.** The right to terminate this Lease Agreement, in which event Sierra shall immediately surrender possession of the Leased Premises and pay to City all Base Rent, Rate per Rounds and all other amounts payable to the City hereunder to the date of such termination.

**29.2. Loss Recovery.** The right to bring suit or action against Sierra to recover as an award in such suit the worth at the time of award of the unpaid minimum Base Rent or Rate per Round and all other sums due hereunder which had been earned at the time of termination, or such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

**29.3. Right of Reentry.** If an event of default occurs, City shall also have the right, with or without terminating this Lease Agreement, to reenter the Leased Premises and to remove all persons and property from the Leased Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Sierra.

**29.4. Reletting of Leased Premises.** If an event of default occurs, City shall also have the right, with or without terminating this Lease Agreement, to relet the Leased Premises. If the City so elects to exercise its rights to relet the Leased Premises without terminating this Lease Agreement, then rentals received by the City from such reletting shall be applied as follows:

**29.4.1.** first to the payment of any indebtedness other than rent due hereunder from Sierra to City;

**29.4.2.** second to the payment of any cost of such reletting;

**29.4.3.** third to the payment of the cost of any alterations or repairs to the Leased Premises;

**29.4.4.** fourth to the payment of Base Rent or Rate per Round due and unpaid hereunder; and

**29.4.5.** fifth the residue, if any, shall be held by the City and applied in payment of future rent as the same may become due and payable hereunder.

Should the amount of rental received from such reletting during any month which is applied to the payment of rent hereunder be less than that agreed to be paid during that month by Sierra hereunder then Sierra shall pay such deficiency to City immediately upon the demand therefor by City. Such deficiency shall be calculated and paid monthly. Sierra shall also pay to City, as soon as ascertained, any costs and expenses incurred by the City in such reletting and not covered by the rentals received from such reletting. Such reletting costs shall not include decorations or alterations.

**29.5. Election to Terminate.** No reentry or taking possession of the Leased Premises by City pursuant to this Lease Agreement shall be construed as an election to terminate this Lease Agreement unless a written notice of such intention is given to Sierra or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Sierra because of any default by Sierra, City may at any time after such reletting elect to terminate this Lease Agreement for any such default.

**29.6. Waiver.** Any waiver by the City of any breach of any one or more of the covenants, condition, terms or agreement of this Lease Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of the City to require exact, full, and complete compliance with any of the covenants, terms, conditions or agreements herein contained be construed as in any manner changing the terms of this Lease Agreement or stopping the City from enforcing the provisions. No delay, failure or omission of the City to re-enter the Leased Premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

**29.7. No Limitation on Indemnification.** Notwithstanding the foregoing, nothing contained in this section shall be construed to limit the City's right to indemnification as otherwise provided in this Lease Agreement.

**29.8. City's Right to Cure.** Notwithstanding anything in this Lease Agreement to the contrary, the City may at any time after Sierra's uncured default under this Lease Agreement, cure the act of default for the account of and at the expense of Sierra. If City elects to pay any sum of money or to do any act that requires the payment of sum of money, or elects to incur any expenses, the sum or sums paid by the City shall be deemed to be an additional rent under this Lease Agreement and shall be due from Sierra to the City immediately upon receipt of written demand.

**30. Default by City.** If the City shall fail to fulfill any covenant or provision of this Lease Agreement on its part to be performed and fail to remedy such failure within thirty (30) days after Sierra shall have given the City written notice of such failure, then the same shall be an event of default and Sierra shall have all rights, powers, and remedies available at law or equity. Without limiting the rights described above, in the event that (i) City for any reason, other than by reason of any default by Sierra, fails to fulfill any covenant or provision of this Lease Agreement on its part to be performed, and (ii) such failure materially and adversely interferes with the conduct of Sierra's business conducted from the Leased Premises, as reasonably determined by Sierra; and (iii) such failure is not remedied within five (5) business days after the City receives actual notice of such failure, then Sierra shall have the right, but not the obligation, to remedy the City's failure and to charge the City for the reasonable cost of such remedy, which charges shall be payable by the City within ten (10) days of Sierra's demand therefor, and upon the City's failure to pay the same, Sierra shall have the right to credit against any future installments of rent until such cost is fully recouped by Sierra. In addition, if such failure is not remedied within thirty (30) days after Sierra shall have given City written notice of such failure, then Sierra shall have the right to terminate this Lease Agreement by giving the City written notice.

**31. Advisory Committee.** Sierra understands and acknowledges that an advisory committee (the "Madera Municipal Golf Course Advisory Committee") shall be formed to review services provided by Sierra pursuant to this Lease Agreement including, but not limited to, fees and rates charged by Sierra for the public's use of the Leased Premises, capital improvement projects, and other management and operations obligations performed by Sierra pursuant to this Lease Agreement. The powers and authority of the Madera Municipal Golf Course Advisory Committee shall solely advisory to the City and to Sierra and ultimate authority regarding the management and operation of the Leased Premises shall be with the Madera City Council and shall be as otherwise specifically set forth in this Lease Agreement. The City and Sierra shall work collaboratively to form and to manage the Madera Municipal Golf Course Advisory Committee.

**32. Indemnification.**

**32.1 Indemnification of City.** Sierra shall hold harmless, indemnify, and defend the City and its officers, employees, and agents from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life or damage to any property, or violation of any relevant federal, state or local law or ordinance, or other cause occurring on the Leased Premises or in connection with Sierra's specific use of the Leased Premises or in connection with any negligent or intentional acts or omissions of Sierra, its officers, employees, agents, contractors, subcontractors, and invitees, while such invitees are on the Leased Premises, including Sierra's default under this Lease Agreement. It is understood that the duty of Sierra to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code and that Sierra shall at its own expense, upon written request by the City, defend any such suit or action brought against the City, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Lease Agreement does not relieve

Sierra from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined applicable to any of such damages or claims for damages. Sierra's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease Agreement, as to claims arising or accruing prior to the expiration or termination of this Lease Agreement. Sierra's duty to indemnify the City shall survive the expiration or other termination of this Lease Agreement.

**32.2 Indemnification of Sierra.** The City shall hold harmless, indemnify, and defend Sierra and its officers, employees, and agents from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life or damage to any property, or violation of any relevant federal, state or local law or ordinance, or other cause occurring on the Leased Premises prior to Sierra's specific use and occupancy of the Leased Premises under this Lease Agreement. It is understood that the duty of the City to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code and that City shall at its own expense, upon written request by Sierra, defend any such suit or action brought against the Sierra, its officers, agents or employees.

**33. Sub-Contractors.** Sierra shall be entitled, to the extent determined appropriate by Sierra, to subcontract any portion of the work to be performed under this Agreement. Sierra shall be responsible to the City for the actions of persons and firms performing subcontract work. The subcontracting of work by Sierra shall not relieve Sierra, in any manner, of the obligations and requirements imposed upon Sierra by this Agreement.

**34. Audit and Examination of Accounts.**

**34.1. Use Reports.** Sierra shall keep and shall maintain and shall provide to City on no less than a monthly basis, monthly activity reports showing the utilization of the Golf Course. The reports shall at a minimum include the number of rounds of golf played at the Leased Premises in detail satisfactory to the City Finance Director. Concurrent with submittal of payment of the monthly rent and rate per round, Sierra shall submit to the Finance Director a written report detailing the gross receipts related to rounds played during the preceding calendar month.

**34.2. Subcontractors.** Sierra shall keep and will cause any assignee or sub-contractor this Agreement to keep accurate records and reports, as provided above.

**34.3. Accounting and Reporting Standards.** Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing. Sierra agrees to make its books, records of account and supporting document available to City, its agents, or auditors, for inspection, audit, copying, during usual business hours, as may be requested by the City from time to time throughout the term hereof, solely for the purpose of verifying information submitted by Sierra in any report or financial statement required pursuant to this agreement, and for City's purposes in verifying Sierra's compliance with the terms of this agreement.

**34.4. Availability of Records.** Sierra hereby agrees to disclose and make available any and all information, reports or books of records or accounts pertaining to this Agreement to City or state or federal government which provides support funding for the services rendered under this Agreement.

**34.5. Agreements With Assignees and Subcontractors.** Sierra hereby agrees to include the requirements of this section in any and all contracts with assignees or subcontractors under this Agreement.

**34.6. Maintenance of Records.** All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than five (5) years, additionally any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than five (5) years after final resolution of such disputes, litigation, appeals or claims.

**35. Records and Reporting.** In addition to any reporting or recordkeeping that may be required under this Lease Agreement, Sierra shall be responsible for making any regulatory reporting that may be required for any activities performed by it under this Lease Agreement and for performing all testing or monitoring that may be required for the proper performance of its obligations under this Lease Agreement. Sierra shall retain all records including, but not limited to, records and reports pertaining to the application and storage of pesticides, for the applicable time periods established under federal, state, and local law and regulations.

**36. Access to Records.** Sierra shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Lease Agreement on file for at least five (5) years. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Sierra's usual and customary business hours. Sierra shall provide proper facilities to City's representative(s) for such access and inspection.

**37. Ownership of Documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Lease Agreement shall vest with City at such time as City has compensated Sierra, as provided herein, for the services rendered by Sierra in connection with which they were prepared. Sierra acknowledges that any and all documents provided to City may become public records pursuant to California law. City agrees to hold harmless and indemnify Sierra against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications by City on any other project without written authorization of Sierra.

**38. Sierra's Assumption and Waiver.** Provided it is not caused by the City, its agents, employees or contractors, this Lease Agreement is made upon the express

condition that, and in consideration of City's leasing the Leased Premises as herein provided, Sierra voluntarily assumes all risk of loss, damage or injury to the person or property of Sierra, including the leasehold interest of Sierra herein, and of its officers, agents, employees, and invitees while such persons are on the Leased Premises, which during the term of this Lease Agreement may be caused by or arise in any manner from:

**38.1. Aircraft Flights.** flight of any aircraft of any and all kinds now or hereafter known in, through, across or about any portion of the airspace over the Leased Premises; or

**38.2. Proximity to Airport.** noise, vibration, currents or other effects of air, illumination or fuel consumption or fear thereof, arising or occurring from or during such flight, or from or during the use by such aircraft of Madera Municipal Airport facilities including, but not limited to, landing, storage, repair, maintenance, operation, warm-up, take-off of such aircraft, and the approach and departure of aircraft to or from said Airport; or

**38.3. Proximity to Agricultural Operations.** dust, fumes, agricultural spraying, or exposure to agricultural equipment and/or products and activities.

Sierra hereby waives and releases the City, its officers, employees, agents, and contractors from any and all claims or causes of action which it may now or hereafter have against the City, its officers, employees, agents or contractors, for any loss, damage or injury as outlined in this section.

**39. Lease Agreement Subordinate to Agreements with the U.S.A.** This Lease Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States of American relative to the development, operation or maintenance of the Madera Municipal Airport. The City covenants that Sierra's proposed use of the Leased Premises is not in violation of any existing agreement between the City and the United States if America and that if Sierra's use and/or access to the Leased Premises is at any time materially and adversely affected by any agreement between the City and the United States of American, Sierra has the right to terminate this Lease Agreement upon prior written notice to the City.

**40. War or National Emergency.** This Lease Agreement and all the provisions hereof shall be subject to whatever right the United States Government has affecting the control, operation, regulation, and taking over of the Madera Municipal Airport or the exclusive and non-exclusive use of the Madera Municipal Airport by the United States during the time of war or national emergency only. If Sierra's use of and/or access to the Leased Premises is at any time materially and adversely affected by such rights and activities of the United States Government, Sierra has the right to terminate this Lease Agreement upon prior written notice to the City.

**41. Use to Conform with Federal Aviation Regulations.** Sierra agrees that Sierra's use of the Leased Premises, including improvements, modifications or alterations

thereon, shall comply with applicable Federal Aviation Regulations now in force or those that may hereafter be adopted by Federal authority. City covenants that Sierra's intended use of the Leased Premises is not in violation of the Madera Municipal Airport regulations and if Sierra's use permitted under this Lease Agreement is ever prohibited by the Madera Municipal Airport regulations or Federal Aviation Regulations, Sierra shall have the right to terminate this Lease Agreement upon prior written notice to City.

**41.1. Protection of Aerial Approaches.** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Madera Municipal Airport against obstruction, together with the right to prevent Sierra from erecting, or permitting to erect, any building or other structures on the Madera Municipal Airport which, in the opinion of City, would limit the usefulness of the Madera Municipal Airport or constitute a hazard to aircraft.

**41.2. Affect on Sierra.** If City's actions in response to the foregoing materially and adversely affect Sierra's use and access of the Leased Premises, Sierra shall have the right to terminate this Lease Agreement upon prior written notice to City.

**42. Waiver.** No waivers, alterations or modifications of this Lease Agreement or any agreements in connection therewith shall be valid unless in writing duly executed by both City and Sierra.

**43. Joint and Several Liability.** If Sierra consists of more than one person or entity, then all members of Sierra shall be jointly and severally liable hereunder.

**44. Compliance with Laws, Rules, and Regulations.** Sierra's use and occupancy of the Leased Premises pursuant to this Lease Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

**45. Exhibits Incorporated.** All exhibits referred to in this Lease Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Lease Agreement and any of the terms of any exhibit to the Lease Agreement, the terms of the Lease Agreement shall control the respective duties and liabilities of the parties.

**46. Independent Contractor.** It is expressly understood and agreed by both parties that Sierra, while using and occupying the Leased Premises and complying with any of the terms and conditions of this Lease Agreement, is a tenant of the City and is not an employee or agent of the City and this Lease Agreement is not intended, and shall not be construed, to create the relationship of agent, contractor, servant, employee, partnership, joint venture or association. Sierra expressly warrants not to represent, at any time or in any manner, that Sierra is an employee or agent of the City.

**47. Integration and Agreement.** This Lease Agreement represents the entire understanding of City and Sierra as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. No prior oral or written understanding shall be of any force and effect

with respect to those matters covered in it. This Lease Agreement may not be modified or altered except by amendment in writing signed by both parties.

**48. Jurisdiction.** This Lease Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Lease Agreement shall be in the State of California, in the County of Madera, or, if in the United States District Court, within the Eastern District of California.

**49. Severability.** If any part of this Lease Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Lease Agreement shall continue to be in full force and effect.

**50. Notices.**

**50.1. Notices to City.** Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Administrator
City of Madera
205 W Fourth Street
Madera, California 93637

With a copy to:

City Attorney
City of Madera
205 W Fourth Street
Madera, California 93637

**50.2. Notices to Sierra.** Written notices to Sierra shall, until further notice by Sierra, be addressed to:

Sierra Golf Management
P.O. Box 788
Chowchilla, California 93610

**50.3. Authority of City Administrator.** The execution of any such notices by the City Manager of City shall be effective as to Sierra as if it were by resolution or order of the City Council, and Sierra shall not question the authority of the City Administrator to execute any such notice.

**50.4. Form and Manner of Notice.** All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

**51. Force Majeure.** Neither City nor Sierra shall be deemed in breach of this Lease Agreement for failure to perform any of the obligations or duties imposed upon it under this Lease Agreement as the direct result of any reason beyond its reasonable control including, without limitation, acts of God, terrorist attacks, riots, strikes, fires, storms or any regulation of any federal, state or local government or agency thereof; however, such excuse shall continue only during the pendency of the particular occurrence or force majeure.

**52. Nondiscrimination.** For purposes of this Lease Agreement and for purposes of Sierra's use and occupancy of the Leased Premises, Sierra shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability. Sierra shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability.

**53. Non-Discrimination in Employment and Hiring.** During the performance of this Agreement, Sierra shall not discriminate against any employee or applicant for employment or subconsultant, including in the procurement of materials and leases of equipment, because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Sierra shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

**54. Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Lease Agreement.

**55. Multiple Copies of Lease Agreement.** Multiple copies of this Lease Agreement may be executed, but the parties agree that the Lease Agreement on file in the office of the City Clerk is the version of the Lease Agreement that shall take precedence should any difference exist among counterparts of the document provided that the City provides to Sierra within ten (10) days of the filing thereof, a certified copy of the form of the Lease Agreement which was filed with the City Clerk.

**56. Attorney's Fees.** In case suit shall be brought to interpret or to enforce this Lease Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

**57. Rights and Obligations Under Lease Agreement.** By entering into this Lease Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Lease Agreement shall not create any rights in any party not a signatory hereto.

**58. Licenses.** If a license or permit of any kind, which term is intended to include evidence of registration, is required of Sierra, its representatives, agents or subcontractors by federal, state or local law, Sierra warrants that such licenses or permits have or will be obtained, are valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

**59. Counterparts.** This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**60. Environmental Representations.** City represents that the Leased Premises, the surrounding real property, and the existing use of the Leased Premises, and to the best of the City's knowledge, its prior uses, comply with, and the City is not in violation of, and has not violated, in connection with the ownership, use, maintenance or operation of the Leased Premises and the conduct of the business related thereto, any applicable federal, state, county, regional or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental, health or safety matters (collectively, "Environmental Laws"). City shall, at its own expense, promptly observe and comply with all present and future Environmental Law, and all regulations or standards as are or may be promulgated thereunder. City represents that there is no fact pertaining to the physical condition of the Property or the area surrounding the Property which (i) materially and adversely affects or materially and adversely will affect the Property, or the use, enjoyment or value thereof, or Landlord's ability to perform the obligations contained in this Lease, and (ii) which Landlord has not disclosed to Tenant in writing prior to the date of this Lease. City represents that it has received no notices of any violation or claimed violation of any of the matters referred to above, or of any pending or contemplated investigation, lawsuit or other action relating thereto. The representations contained in this section shall survive the expiration or earlier termination of this Lease Agreement.

**61. Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Lease Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Lease Agreement for it, to enter into this Lease Agreement.

**62. Legal Representation.** Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Lease Agreement and the matters and claims set forth herein, and that each of them has read this Lease Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Lease Agreement as an inducement to enter into this Lease Agreement.

**63. Joint Representation.** The language of all parts of this Lease Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Lease Agreement, or any part thereof, shall be applicable or invoked.

**64.** **Right to Reopen.** This Lease Agreement shall be subject to the right of either Party to reopen the terms and conditions of the Lease Agreement by written notice to the other Party within 180 days of the happening of one or more of the following events:

- The opening of North Fork Rancheria Casino within a two mile proximity to the Lease Premises;
- The catastrophic failure of wells and/or pump stations serving the Lease Premises;
- The opening and/or closing of public golf courses within a thirty (30) mile radius from the Lease Premises;
- The bankruptcy or insolvency of Sierra resulting from the operation of the Golf Course on the Lease Premises pursuant to this Lease Agreement; or
- A change in legal and/or regulatory requirements imposing a verifiable burden on the cost of Golf Course operations in excess of Fifty Thousand Dollars ($50,000.00) in any calendar year, or otherwise directly and substantially limiting the number of rounds of golf played per calendar year.

During such negotiations, each Party shall make available to the other Party all non-privileged records and information in each Party's possession related to each subject of negotiations. The Reopener will exclusively be negotiated between Sierra and the City. The written notice of request to reopen the Lease Agreement shall set forth with particularity the facts supporting the exercise of the right to reopen and the issues to be negotiated.

**IN WITNESS WHEREOF**, the undersigned as authorized representatives of the City of Madera and of SGM, Inc. have entered into this Lease Agreement as of the date first written above.

**CITY OF MADERA**

Sam Armentrout, Mayor City of Madera

**SGM INC.**

Jeffrey A. Christensen, President, SGM, Inc.

**ATTEST:**

Sonia Alvarez, City Clerk, City of Madera

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

**APPROVED AS TO FORM:**

Richard K. Denhalter, City Attorney, City of Madera

10/8/09

**EXHIBIT A**

**MADERA MUNICIPAL GOLF COURSE**

**RENT OPTIONS**

SGM proposes a rent agreement based on a combination of the following revenue centers:

1. Base Fee
2. Price Per Round
3. Capital Improvement and Investment

| Year | Base Fee | Per Round | Est Rounds | Est Rent To City | Capital Improvement |
|---|---|---|---|---|---|
| 1 | $24k | $1.00 | *40,000* | $ 64k | $50k |
| 2 | $30k | $1.00 | *50,000* | $ 80k | $50k |
| 3 | $36k | $1 .50 | *53,000* | $ 116k | $50k |
| 4 | $36k | $2.00 | *55,000* | $ 146k | $50k |
| 5 | $36k | $2.00 | *56,500* | $ 149k | $50k |
| 6 | $40k | $2.00 | *58,168* | $ 156k | $50k |
| 7 | $40k | $2.00 | *59,913* | $ 160k | $50k |
| 8 | $40k | $2.00 | *61,710* | $ 164k | $50k |
| 9 | $40k | $2.00 | *63,561* | $ 167k | $50k |
| 10 | $40k | $2.00 | *65,467* | $ 171k | $50k |

- Payments would be made on a monthly basis.
- Capital Improvements will be funded throughout the fiscal year along with a year-end report and itemizing of all improvements.
- Current Capital Improvement funds in account to be retained for future use
- Rent would include use of all current maintenance equipment

**CAPITAL IMPROVEMENT PLAN**

We develop and utilize Capital Improvement Plan lists as a guide. All items listed in this report are important, however, we feel that in order to improve the current condition of the golf course the items of most importance are irrigation, equipment replacement and improvement of the greens. Note that many of these items have additional budget line item amounts already in the Operations Budget.

Maintenance Operations will be funded at a much higher level than previously, especially in the line items of irrigation repair, fertilization, herbicides, fungicides, labor and utilities (irrigation delivery).

**YEAR 1:**

- EQUIPMENT:
  - Repair and replace existing old and dated equipment
- GREEN IMPROVEMENT
  - Begin proper scheduling of all fertilization programs
  - Begin Integrated Pest Management Program
  - Eliminate all noxious grasses. Begin herbicide program to eliminate crab grass and promote bent grass growth
  - Improve Nursery Green
- IRRIGATION:
  - Replace or repair any and all defective heads
  - Repair or replace valves
  - Repair defective wiring to satellites
  - Replace outdated satellites
  - Perform bi-annual system checks on all pump stations
  - Identify and repair drainage where needed
- LANDSCAPING:
  - Improve front landscaping, replace certain shrubs, add annual color to flower beds in front and back
- SIGNAGE:
  - Replace all Tee Markers on golf course
  - Improve and add signage to facility
- GOLF SHOP
  - Replace current POS system with new updated cash control system
  - Replace golf carts
- PRACTICE FACILITY:
  - Top dress and overseed top of hitting area
  - Develop additional target area, overseed
  - Develop and isolate "private practice area"
- TEE BOX AREAS:
  - Level, expand and add existing teeing areas where needed
  - Overseed all teeing areas in fall

- Eradicate all crabgrass and implement herbicide program
- Develop additional teeing areas on course

❖ CLUBHOUSE:
- Paint interior of bar
- Replace outside tables and Patio furniture
- Replace current POS system with new updated cash control system

❖ BUNKERS:
- Begin repair of defective drains. Add and reshape, replace sand

**YEAR 2:**

❖ LAKES:
- Remove all tulles and debris from main lake. Increase capacity

❖ SURROUNDS:
- Overseed all surrounds and approach areas

❖ CLUBHOUSE
- Improve banquet facilities
- Begin replacement of furnishings in bar
- Slurry and strip parking lot

❖ TEE BOX AREAS
- Continue to enlarge existing tees and add additional teeing areas where needed

❖ CART PATH ADDITIONS
- Identify areas for cart path extension and improvement in key high traffic areas

❖ TREE MANAGEMENT
- Remove and replace dead trees
- Prune and shape
- Develop small tree nursery

❖ BUNKERS:
- Continue repair of drains, reshaping and replacement of sand

❖ PRACTICE FACILITY
- Add covered area for enhanced teaching
- Develop additional practice area in rear of range

❖ CLUBHOUSE
- Paint exterior of building
- Develop RV parking spaces

❖ EQUIPMENT
- Add or replace key major piece of maintenance equipment

**YEAR 3:**

- IRRIGATION
  - Add additional pump station to tie into new lake
- LAKE ADDITIONS
  - Line and cap additional lake feature
- GOLF SHOP
  - Paint exterior of shop
  - Improve wash station
- EQUIPMENT
  - Add or replace key pieces of maintenance equipment
- CART PATH ADDTIONS
  - Continue to add concrete paths in key, high traffic areas
- TEE BOX AREAS
  - Expand, enlarge and add teeing areas where needed
- PRACTICE FACILITY:
  - Add additional chipping, bunker practice areas
- CLUBHOUSE
  - Paint and refresh all restrooms

**YEAR 4:**

- LAKE ADDITIONS
  - Line and cap additional lake feature
- GOLF SHOP
  - Replace carpet
  - Paint interior
  - Replace golf carts
- CART PATH ADDTIONS
  - Continue to add concrete paths in key, high traffic areas
- EQUIPMENT
  - Add or replace key pieces of maintenance equipment
- CLUBHOUSE
  - Replace flooring where needed
  - Paint interior of banquet rooms

**YEAR 5:**

- CLUBHOUSE:
  - Create "Outside Arbor" for special events
- GREENS:

- Expand square footage on all smaller greens

- **LAKE ADDITIONS**
  - Line and cap additional lake features
- **TEE BOX AREAS**
  - Expand, enlarge and add teeing areas where needed

# EXHIBIT 'B'

# INVENTORY OF EQUIPMENT

| QUANTITY | ITEM |
|---|---|
| 1 | John Deere 1000 Tractor Mounted Aerators |
| 1 | Planet Air Tow Behind Aerator |
| 2 | John Deere Diesel Utility Vehicle |
| 1 | Cushman Truckster Utility Vehicle |
| 3 | Suzuki Quad Runner |
| 1 | Super Star 2WD Trap Rake |
| 1 | Smithco Trap Rake |
| 1 | Turfco Topdressor Pull Behind Models |
| 1 | Spray Star Greens Sprayer |
| 1 | Smithco Fairway Boom Sprayer |
| 1 | 3-Yard Dump Trailer |
| 2 | Kubota L3250-TS Tractor (a with front end loader) |
| 1 | Golf Equipment Lift |
| 1 | Grinder for Reel Mowers |
| 1 | Bed Knife Grinder |
| 3 | Spare Rollers, pull behind mower |
| 3 | Spare Verticut rollers |
| 3 | Spare Cutting Units |
| 4 | Shop Work Benches 3-wood, 1-metal |
| 1 | 250 Amp Welder |
| Misc | Spare Tires |
| Misc | Equipment repairs parts and supplies |
| 1 | Air Compressor |
| 1 | Bench Grinder |
| 2 | Vise's-Bench Mount |
| 2 | Metal Racks and Shelves |
| Misc | Cup Cutters |
| Misc | Water Squeegee |
| Misc | Spare Flag Poles |
| Misc | Spare Cups |
| 1 | Ice Machine |
| 1 | Drag Mat |
| 3 | Sod Cutters |
| 1 | Trash Pump |
| 2 | Drop Spreaders |
| 1 | Power Washer |
| 1 | Flammable Storage Container |

| | |
|---|---|
| Misc | Fuel Cans |
| 1 | Oil Drum |
| 2 | Desk and Chairs, misc. office supplies |
| Misc | Irrigation Supplies |
| Misc | Concrete Tools |
| 1 | Motorized sod cutter |
| Misc | Hand Tools |
| 2 | Storage Sheds |
| 1 | Parts Washer |
| 1 | Core Harvester Unit |
| 1 | 300 Gallon Diesel Tank |
| 3 | Spreaders |
| 2 | Hand Pumps |
| 2 | Edger's |
| 1 | Pull Behind Blower |
| 2 | Hand Held Blower |
| 1 | Back Pack Sprayer |
| 1 | 24' Cargo Trailer |
| 1 | Lilly Spreader |
| 1 | Gannon Box Scrapper |
| 1 | 12' Trailer |
| 2 | Ladders |

**Attachment 3:**

Second Amendment adopted July 3, 2013

**SECOND AMENDMENT TO**
**MADERA MUNICIPAL GOLF COURSE**
**OPERATION AND MANAGEMENT LEASE AGREEMENT**

This Amendment (the "Amendment") to the previous agreement titled "Madera Municipal Golf Course Operation and Management Lease Agreement" dated October 7, 2009, as amended from time to time, (the "Agreement") is made and entered into this 3rd day of July, 2013 by and between the City of Madera, hereinafter called "City," and SGM Inc. dba Sierra Golf Management, hereinafter referred to as "Sierra."

WITNESSETH:

WHEREAS, the City owns and operates the Madera Municipal Golf Course for the use and benefit of the public; and

WHEREAS, the City and Sierra entered into a Lease Agreement dated October 7, 2009 for Operation and Management of the Madera Municipal Golf Course; and

WHEREAS, said Lease Agreement was amended November 18, 2009 by mutual consent of City and Sierra; and

WHEREAS, the City and Sierra desire to further amend said Lease Agreement to clarify each parties responsibilities regarding payment of Proposition 218 Benefit Assessments due annually to the Madera Irrigation District (MID).

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

**Amendment 1.** Section 19 of the Agreement is amended to read as follows:

19. Taxes. Throughout the Initial Term and Renewal Term of this Lease Agreement, Sierra shall pay before they become delinquent all real property tax obligations of any kind assessed against the Leased Premises in addition to all taxes and assessments imposed on any personal property, equipment or trade fixtures belonging to Sierra and located on the Leased Premises. Except as otherwise stipulated in Section 19.1, beginning on the Effective Date and for each year thereafter, Sierra shall be responsible for any applicable possessory interest tax assessed or levied against the Leased Premises and shall make timely payment thereof.

19.1 Madera Irrigation District (MID) Proposition 218 Benefit Assessments. City shall pay annual Proposition 218 Benefit Assessment as determined and invoiced by the Madera Irrigation District (MID) for Golf Course property including but not limited to that described by Madera County Assessor's Parcel # 013-010-039.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers duly authorized on the date first written above.

City of Madera

By:_____
Robert L. Poythress, Mayor

SGM Inc. dba Sierra Golf Management

By:_____
Jeffrey A. Christensen, President

ATTEST:

By:_____
Sonia Alvarez, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO FORM:

By:_____
Brent Richardson, City Attorney

**Attachment 4:**

Third Amendment adopted October 15, 2014

**THIRD AMENDMENT TO MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND SIERRA GOLF MANAGEMENT, INC.**

This 3rd Amendment to the previous Agreement titled "**MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT**", dated **October 7, 2009** is made and entered into this **15th** day of **October** 2014, by and between the CITY OF MADERA, a California municipal corporation, (hereinafter referred to as "CITY"), and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610, hereinafter referred to as "Sierra" both hereinafter collectively referred to as "the parties."

WITNESSETH:

WHEREAS, CITY and SIERRA entered into an agreement on October 7, 2009, to contract with Sierra to provide services related to the operation and management of the Madera Municipal Golf Course (the "Agreement"); and

WHEREAS, CITY and Sierra desire to modify said Agreement by changing certain terms and conditions as detailed below.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

1. Section 2. Term is amended to read as follows:

2. Term. This Lease Agreement shall commence on November 1, 2009 (the "Effective Date") and shall continue in full force and effect for a period of ten (10) years ("Initial Term"), thereafter terminating on October 31, 2019 ("Termination Date"), unless extended sooner or otherwise terminated sooner as provided herein, save and except, Sierra's lease of the clubhouse and banquet facilities and food and beverage operation shall not commence until March 15, 2010, unless the current tenant agrees to terminate its tenancy and vacate earlier than March 15, 2010, and which shall terminate on October 31, 2019.

The City may, in its sole discretion, grant one (1) option to Sierra to extend this Lease Agreement ("Renewal Option"), for an additional five (5) year period ("Renewal Term"), which Renewal Option will only take effect upon the mutual written consent of the parties. The City shall give Sierra no less than 180 days written notice of its intent to extend the Lease for an additional five (5) year period, at which point the City shall enter into negotiations with Sierra to extend this Lease Agreement beyond the Renewal Term. The parties agree to negotiate in good faith. In the event City and Sierra are unable during such 180-day period to reach agreement on the lease terms, this Lease Agreement shall terminate and shall be of no further force and effect and except as may specifically be provided for elsewhere in this Lease Agreement, neither City not Sierra shall have any further obligations hereunder.

2. Section 5.1 Base Rent is amended to read as follows:

5.1. Base Rent. Commencing on the Effective Date, Sierra shall pay to City monthly Base Rent for the use and occupancy of the Leased Premises, on the tenth day of each calendar month throughout the Initial Term and the Renewal Term, without deduction, offset, prior notice or demand, except as otherwise specifically set forth in this Lease Agreement. Base rent through the entire Initial Term and through the Renewal Term shall be as follows:

| | |
|---|---|
| Year 1: | $24,000 per year |
| Year 2: | $30,000 per year |
| Year 3: | $36,000 per year |
| Year 4: | $36,000 per year |
| Year 5: | $36,000 per year |
| Year 6: | $40,000 per year |
| Year 7: | $40,000 per year |
| Year 8: | $40,000 per year |
| Year 9: | $40,000 per year |
| Year 10: | $40,000 per year |
| Renewal Year 11: | $40,000 per year |
| Renewal Year 12: | $40,000 per year |
| Renewal Year 13: | $40,000 per year |
| Renewal Year 14: | $40,000 per year |
| Renewal Year 15: | $40,000 per year |

NOV 2009 - OCT 31 2010
2010 2011
2011 2012
2012 2013
2013 2014
NOV 2014 OCT 31 2015

3. Section 5.2 Per Round Rate is amended to read as follows:

5.2. Per Round Rate. In addition to Base Rent, Sierra agrees to pay to the City a "per round" rate that establishes an initial rate of $1.00 per round but increases in later years as set forth below. Sierra agrees to pay to the City a "per round" rate of $1.00 per round for footgolf for the term of the Agreement. The rate per round will be paid on the tenth day of each calendar month throughout the Initial Term and the Renewal Term, without deduction, offset, prior notice or demand, except as otherwise specifically set forth in this Lease.

| | |
|---|---|
| Year 1: | $1.00 per round |
| Year 2: | $1.00 per round |
| Year 3: | $1.50 per round |
| Year 4: | $2.00 per round |
| Year 5: | $2.00 per round |
| Year 6: | $2.00 per round |
| Year 7: | $2.00 per round |
| Year 8: | $2.00 per round |
| Year 9: | $2.00 per round |
| Year 10: | $2.00 per round |
| Renewal Year 11: | $2.00 per round |
| Renewal Year 12: | $2.00 per round |

| | |
|---|---|
| Renewal Year 13: | $2.00 per round |
| Renewal Year 14: | $2.00 per round |
| Renewal Year 15: | $2.00 per round |

4. Section 5.6 Capital Improvements is amended to read as follows:

5.6 Capital Improvements. Commencing on the Effective Date, Sierra shall make Capital Improvements to the Leased Premises in order to improve the current condition of the golf course and clubhouse facilities, consistent with the Capital Improvement Plan identified in Exhibits A. The Capital Improvement Plan will serve as a guide for improvements; however for the purposes of this agreement, Sierra shall make an annual expenditure of not less than $50,000 per calendar year for Capital Improvements to the Leased Premises throughout the Initial Term and the Renewal Term, without deduction, offset, prior notice or demand, except as otherwise specifically set forth in this Lease Agreement.

| | |
|---|---|
| Year 1: | $50,000 per year |
| Year 2: | $50,000 per year |
| Year 3: | $50,000 per year |
| Year 4: | $50,000 per year |
| Year 5: | $50,000 per year |
| Year 6: | $50,000 per year |
| Year 7: | $50,000 per year |
| Year 8: | $50,000 per year |
| Year 9: | $50,000 per year |
| Year 10: | $50,000 per year |
| Renewal Year 11: | $50,000 per year |
| Renewal Year 12: | $50,000 per year |
| Renewal Year 13: | $50,000 per year |
| Renewal Year 14: | $50,000 per year |
| Renewal Year 15: | $50,000 per year |

5. Section 5.8 Rent Payment and Per Round Payment is amended to read as follows:

5.8 Rent Payment and Per Round Payment. Delay by the parties in computing or collecting the Base Rent and Per Round Payments or the acceptance by City of the incorrect amount of Base Rent or Per Round payments shall not relieve Sierra of its obligations to pay such rent to the City. Sierra waives any applicable statute of limitations which could defeat the City's right to collect the Base Rent. All rental payments due under this Section 5 shall be made payable to the City of Madera and shall be delivered to the City of Madera Finance Department at 205 W. Fourth Street Madera, California 93637. Any failure to make Base Rent Payments and/or Per Round Payments that is more than sixty (60) days delinquent shall constitute substantial breach of this Lease Agreement.

6. Section 7.16 Americans With Disabilities Act (ADA) and Title 24 Compliance is amended to read as follows:

7.16 Americans With Disabilities Act (ADA) and Title 24 Compliance. With respect to any capital improvements made by Sierra during the term of this Lease Agreement including, but not limited to, those capital improvements made through the use of Capital Improvement funds established pursuant to Section 5.5 of this Lease Agreement, Sierra shall ensure that all buildings, structures, and other facilities constructed or improved by it are constructed or improved in such a manner as to be in compliance with the Americans With Disabilities Act (ADA) and Title 24. With respect to all other ADA or Title 24 required improvements, City shall be responsible for making any repairs or improvements necessary to bring the buildings, structures, and other facilities into compliance with the ADA and with Title 24.

7. Section 8.3 Project Director is amended to read as follows:

8.3. Project Director. The Director of Parks & Community Services shall act as City's representative with respect to the work to be performed under this Lease Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Sierra's services. City may unilaterally change its representative upon notice to the Sierra.

8. Exhibit "A" is replaced with new Exhibit "A" attached hereto.

9. All other terms and conditions that are not hereby amended are to remain in full force and effect.

* * * * * * * * * * * *

IN WITNESS WHEREOF, the parties authorized agents have executed this Agreement as set forth below.

CITY OF MADERA

By: _____
Robert L. Poythress, Mayor

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

By: _____
Brent Richardson,
City Attorney

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

SIERRA GOLF MANAGEMENT, INC.

By: _____
Jeff Christensen, President

# Exhibit A

**MADERA MUNICIPAL GOLF COURSE**

***RENT OPTIONS***

SGM proposes a rent agreement based on a combination of the following revenue centers:

1. Base Rent
2. Price per Round
3. Capital Improvement and Investment

| YEAR | Base Fee | Per Round Golf | Estimated Rounds | Per Round Foot Golf | Estimated Rounds | Est. Rent to City | Capital Improvement |
|---|---|---|---|---|---|---|---|
| *6. | 40k | $2.00 | 46,000 | $1.00 | 1,200 | $133,200 | $50,000 |
| 7. | 40k | $2.00 | 47,858 | $1.00 | 1,400 | $137,116 | $50,000 |
| 8. | 40k | $2.00 | 49,791 | $1.00 | 1,600 | $141,182 | $50,000 |
| 9. | 40k | $2.00 | 50,787 | $1.00 | 1,800 | $143,374 | $50,000 |
| 10. | 40k | $2.00 | 51,803 | $1.00 | 2,000 | $145,606 | $50,000 |
| 11. | 40k | $2.00 | 52,839 | $1.00 | 2,000 | $147,673 | $50,000 |
| 12. | 40k | $2.00 | 53,896 | $1.00 | 2,000 | $149,792 | $50,000 |
| 13. | 40k | $2.00 | 54,000 | $1.00 | 2,000 | $150,000 | $50,000 |
| 14. | 40k | $2.00 | 54,000 | $1.00 | 2,000 | $150,000 | $50,000 |
| 15. | 40k | $2.00 | 54,000 | $1.00 | 2,000 | $150,000 | $50,000 |

*Year 6 represents the 6th year of the Amended Lease Agreement to commence November 1, 2014.

- Payments would be made on a monthly basis.
- Capital Improvements will be funded throughout the fiscal year along with a year-end report and itemizing of all improvements.
- Current Capital Improvement funds in account to be retained for future use
- Rent would include use of all current maintenance equipment

**MADERA GOLF COURSE**

**FIVE-YEAR CAPITAL IMPROVEMENT PLAN**

We develop and utilize Capital Improvement Plan lists as a guide. Items listed in this report are important, however, we (SGM) feel that in order to improve the current condition of the golf course the items of most importance are irrigation, equipment replacement and improvement of the greens. Note that many of these items have additional budget line item amounts already in the Operations Budget.

Maintenance Operations will be funded at a much higher level than previously, especially the line items of irrigation repair, fertilization, herbicides, fungicides, labor and utilities (irrigation delivery)

**2014-15**

- Add "Target areas" and Target greens" on driving range.
- Replace old carpet in Clubhouse.
- Continue irrigation improvement plan on perimeters.
- Parking lot improvement.

**2015-16**

- Paint exterior of clubhouse
- Replace Golf Shop carpet
- Mower replacement
- Irrigation improvement

**2016-17**

- Replace foggy windows
- Well upgrade
- Irrigation pump station upgrade
- Equipment addition

**2017-18**

- Remodel ladies bathroom
- Enhance Clubhouse bathrooms
- Add liners to greenside bunkers
- Purchase utility maintenance vehicles
-

**2018-19**

- Landscape improvement around building
- Purchase Fairway mower
- Tree maintenance

**Attachment 5:**

Fourth Amendment adopted October 2, 2019

**FOURTH AMENDMENT TO MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND SIERRA GOLF MANAGEMENT, INC.**

This Fourth Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement ("Fourth Amendment") is made by and between the CITY OF MADERA, a California municipal corporation, ("CITY"), and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610 ("Sierra") both hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, CITY and SIERRA entered into an agreement on October 7, 2009, to contract for the operation and management of the Madera Municipal Golf Course ("Agreement"); and

WHEREAS, the Parties executed a Second Amendment to Agreement on July 3, 2013, and a Third Amendment to Agreement on October 15, 2014; and

WHEREAS, CITY and Sierra desire to extend the termination date of Agreement from October 31, 2019, to April 30, 2020.

AMENDMENT

1. Section 2 of the Agreement entitled "Term" is amended by adding a third paragraph. Section 2 shall now read as follows:

This Lease Agreement shall commence on November 1, 2009 (the "Effective Date") and shall continue in full force and effect for a period of ten (10) years ("Initial Term"), thereafter terminating on October 31, 2019 ("Termination Date"), unless extended sooner or otherwise terminated sooner as provided herein, save and except, Sierra's lease of the clubhouse and banquet facilities and food and beverage operation shall not commence until March 15, 2010, unless the current tenant agrees to terminate its tenancy and vacate earlier than March 15, 2010, and which shall terminate on October 31, 2019.

The City may, in its sole discretion, grant one (1) option to Sierra to extend this Lease Agreement ("Renewal Option"), for an additional five (5) year period ("Renewal Term"), which Renewal Option will only take effect upon the mutual written consent of the parties. The City shall give Sierra no less than 180 days written notice of its intent to extend the Lease for an additional five (5) year period, at which point the City shall enter into negotiations with Sierra to extend this Lease Agreement beyond the Renewal Term. The parties agree to negotiate in good faith. In the event City and Sierra are unable during such 180-day period to reach agreement on the lease terms, this Lease Agreement shall terminate and shall be of no further force and effect and except as may specifically be provided for elsewhere in this Lease Agreement, neither City not Sierra shall have any further obligations hereunder.

Notwithstanding the foregoing, the Parties are currently negotiating renewal of the Agreement for an additional period. To ensure that the Agreement does not terminate on October 31, 2019, this Agreement shall be extended until April 30, 2020.

2. Except as amended by this Fourth Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

3. This Fourth Amendment shall be effective on October 2, 2019.

IN WITNESS WHEREOF, the City of Madera has caused this Fourth Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and SGM Inc. dba Sierra Golf Management Inc. has executed this Fourth Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement on the day and year written below.

**CITY OF MADERA**,
A municipal corporation

Andrew J. Medellin, Mayor

SGM INC. DBA SIERRA GOLF MANAGEMENT

Jeff Christenson

APPROVED AS TO FORM:

Hilda Cantu Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

**Attachment 6:**

Fifth Amendment adopted April 15, 2020

# FIFTH AMENDMENT TO MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND SIERRA GOLF MANAGEMENT, INC.

This FIFTH Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement ("FIFTH Amendment") is made by and between the City Of Madera, a California municipal corporation, ("City"), and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610 ("Sierra") both hereinafter collectively referred to as "the Parties."

## RECITALS

WHEREAS, City and Sierra entered into an agreement on October 7, 2009, to contract for the operation and management of the Madera Municipal Golf Course ("Agreement"); and

WHEREAS, the Parties executed a Second Amendment to Agreement on July 3, 2013, a Third Amendment to Agreement on October 15, 2014, and Fourth Amendment to Agreement on October 2, 2019; and

WHEREAS, the Parties have been diligently negotiating a new long-term agreement for the last few months; and

WHEREAS, the events in the last few weeks relating to the COVID-19 Pandemic have created significant business losses and reductions in revenue for Sierra; and

WHEREAS, the Agreement is set expire on April 30, 2020; and

WHEREAS, the Parties believe a month to month extension of the Agreement and some modifications to other terms are in the best interest of the Parties based on the uncertainties relating to the COVID-19 Pandemic.

## AMENDMENT

1. Section 2 of the Agreement entitled "Term" and as amended by prior amendments is amended by adding the following to the end of Section 2:

   "Notwithstanding the above language, the term of this Agreement shall extend month to month for a period not to exceed twelve (12) months. The City shall have a right to reopen negotiations for a new long-term Agreement at the end of the first six months of the month to month tenancy."

2. Section 5.1 of the Agreement entitled "Base Rent" and as amended by prior amendments is amended by adding the following to the end of Section 5.1:

   "Notwithstanding the above language, the base rent shall be $1,666.00 per month during the month to month tenancy described in Section 2 of the Agreement."

3. Section 5.2 of the Agreement entitled "Per Round Rate" and as amended by prior amendments is amended by adding the following to the end of Section 5.2:

> "Notwithstanding the above language and Section 4.6 of the Agreement, the Per Round Rate shall be $1.25 during the month to month tenancy described in Section 2 of the Agreement."

4. All provisions in the Agreement relating to Capital Improvements are suspended during the month to month tenancy described in Section 2 of the Agreement.

5. Section 40.A is added to the Agreement to read as follows:

> "Sierra shall be excused from paying rent under the Agreement in the event it is required to close the golf course due to the COVID-19 Pandemic. This provision shall become effective only if Sierra notifies City within twenty-four hours of the extent and nature of the closure, limits delay in performance to that required by the event and takes all reasonable steps to minimize damages and resume performance. In the event of such closure Sierra will negotiate with City an ongoing minimum golf course maintenance plan at a to be determined cost."

6. Except as amended by this FIFTH Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

7. This FIFTH Amendment shall be effective on April 15, 2020.

IN WITNESS WHEREOF, the City of Madera has caused this FIFTH Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and SGM Inc. dba Sierra Golf Management Inc. has executed this FIFTH Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement on the day and year written below.

**CITY OF MADERA,**
A municipal corporation

Andrew J. Medellin, Mayor

04/16/20
Date

**SGM INC. DBA SIERRA GOLF MANAGEMENT**

Jeff Christenson

Date

APPROVED AS TO FORM:

Hilda Cantu Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** D-2

**SUBJECT:**

Consideration of a Minute Order Approving the City of Madera Response to Madera County Grand Jury Final Report 1920-05: "Unveiling Truths of Local Law Enforcement"

**RECOMMENDATION:**

It is recommended the City Council (Council) review the proposed response to the Grand Jury Report (Report) and approve the response as presented or provide direction of changes to the proposed response.

**SUMMARY:**

The Madera County Grand Jury (MCGJ) issued a report on December 21, 2020. The Council has 90 days to submit a written response. Written responses must be prepared and submitted within specified guidelines provided by the California Penal Code.

**DISCUSSION:**

The MCGJ issued a Report titled "Unveiling Truths of Local Law Enforcement" on December 21, 2020. The Council has 90 days to submit a written response to the Report and Submit it to the Madera Superior Court Presiding Judge. Staff has prepared a proposed response to the Report for Council's consideration, consistent with Penal Code requirements.

Note that Penal Code Section 933.05 includes a specific manner for responding to the Findings and the Recommendations provided in the MCGJ Report. That process is outlined below.

A. Response to Findings.

In response to each grand jury finding in a final report, the responding party is statutorily required to indicate one of the following:

1. The respondent agrees with the finding.

2. The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

B. Response to Recommendations.

In response to each grand jury recommendation in a final report, the responding party is statutorily required to indicate one of the following:

1. The recommendation has been implemented, in which case the responding party must include a summary of the implemented action;

2. The recommendation has not yet been implemented, but the recommendation will be implemented in the future, in which case the responding party must include a timeframe for implementation;

3. The recommendation requires further analysis, in which case the responding party must include an explanation, the scope and parameters of an analysis or study, and a timeframe, not to exceed six months from the date of the final report's publication, for the matter to be prepared for discussion by the applicable agency or department officer, head, or governing body being investigated or reviewed; or

4. The recommendation will not be implemented because it is unwarranted or unreasonable, in which case the responding party must include an explanation therefor.

**FINANCIAL IMPACT:**

The City's proposed Response does not create any new financial obligations, as the MCGJ recommendations were in line with the Police Department's anticipated plan and existing budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The requested action is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

**ALTERNATIVES:**

The Council has the following options to consider relating to this matter:

- Approve the Response to the Grand Jury as presented.
- Approve the response with amendments.
- Direct staff to return with additional information at the following Council meeting.

**ATTACHMENTS:**

1. City of Madera Response to Madera County Grand Jury Final Report 1920-05: "Unveiling Truths of Local Law Enforcement"
2. Madera County Grand Jury Final Report 1920-05

**Attachment 1:**

City of Madera Response to Madera County Grand Jury Final Report 1920-05:

"Unveiling Truths of Local Law Enforcement"

_____, 2021

The Honorable Michael Jurkovich, Supervising Judge
Supervising Judges of the Grand Jury
Madera County Superior Court
300 South G Street
Madera, California 93637

Re: **City of Madera Response to Madera County Grand Jury**
**Madera County and City of Madera Police Department: Unveiling Truths of Local Law Enforcement**
**Report 1920-05; December 21, 2020**

Dear Honorable Judge Jurkovich:

This letter is submitted on behalf of the Mayor and City Council of the City of Madera.

On December 21, 2020, the City of Madera ("City") received a letter from the Madera County Grand Jury which attached a copy of the Grand Jury's Report titled "City of Madera Police Department: Unveiling Truths of Local Law Enforcement" (hereafter "Report"). The letter states that the Report would be released to the public "three days after the date of this letter." As such, we view the release date as December 24, 2020.

Penal Code Section 933 (c) requires that the governing board of the public agency (here, the City Council) is required to respond not later than 90 days after the public release date. As required, the City Council of the City of Madera respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code.

**FINDINGS**

**F1:** The MCGJ finds that the Madera Police Department works on multiple levels to build and strengthen positive relationships with community members.

**Response 1:** The City agrees with Finding 1. The Madera Police Department works tirelessly to build and strengthen positive relationships with community members.

**F2:** The MCGJ finds there are 15 funded positions that currently are unfilled at the Madera Police Department.

**Response 2:** The City disagrees partially with Finding 2. Given that the finding does not identify the positions or dates, the City does not have adequate information to ascertain how this data was obtained. The finding, as written, provides insufficient information to either agree or disagree. Additionally, we note that the City "disagrees partially" because of the mandated method for response. Regardless, the City strives to fill vacant positions to ensure adequate service levels that the community has come to expect. While staffing may sometimes be fluid due to attrition, the Police Department currently has six vacancies. The City budgeted for these positions and is aggressively working to fill the openings.

**F3:** The MCGJ finds that Madera County is not effectively handling the individuals Madera Police Department identifies as having a mental health crisis (5150).

**Response:** The City respectfully notes that this finding pertains to a matter that is not under the control of the City.

**RECOMMENDATIONS**

**R1.** MCGJ recommends that the Madera Police Department continue to foster the relationships within the community through the efforts already in place and be open to the suggestions brought by community groups and individuals.

**Response:** This recommendation has been implemented. The City appreciates MCGJ's recognition of the City's effort to foster and strengthen relationships with our community. The City believes that when it comes to public safety, nothing is more important than trust and mutual respect between Police Officers and the community. For this reason, the Police Department will continue to explore new and innovative ways to connect with our community.

**R2.** MCGJ recommends that during Fiscal Year 21/22 currently open positions at the Madera Police Department be filled.

**Response:** This recommendation has not yet been implemented but the City plans to implement it when it adopts the Fiscal Year 21/22 Budget.

**R3.** MCGJ recommends that the Madera Police Department immediately work with the Madera County Board of Supervisors to provide adequate mental health services.

**Response 3:** This recommendation has been implemented. More specifically, earlier this year, Police Chief Lawson attended a meeting with the Madera County Mental Health Department where the focus was on improving mental health services. The Police Department is also assisting the Mental Health Department pursue mental health grant opportunities.

Thank you for your service to the community. Please let us know if you need additional information.

Sincerely,

Arnoldo Rodriguez
City Manager
City of Madera

c: Foreperson, Madera County Grand Jury, PO Box 534, Madera, CA 93637

**Attachment 2:**

Madera County Grand Jury Final Report 1920-05

RECEIVED
OFFICE OF THE CITY CLERK

DEC 21 2020

BY

# Madera County Grand Jury

P. O. Box 534, Madera, CA 93639
Tel. 559-662-0946
FAX 559-662-0848
info@maderagrandjury.org

December 21, 2020

Madera City Council
205 West Fourth Street
Madera, CA 93637

RE: City of Madera Police Department: Unveiling Truths of Law Enforcement

Report Date: December 21, 2020

Dear City Council:

Enclosed please find a copy of the above report by the Madera County Grand Jury.

Attached is a copy of excerpts from Penal Code sections 933 and 933.05. Please note that subdivision (f) of Penal Code section 933.05 specifically prohibits any disclosure of the contents of a grand jury report by a public agency or its officers or governing body prior to its release to the public, which will occur three days after the date of this letter.

Penal Code section 933.05 requires that you respond separately to specified Findings and Recommendations contained in the report. Subdivisions (a) and (b) of Penal Code section 933.05 mandate the content and format of responses. Penal Code section 933 mandates the deadline for responses.

You required to submit your response within 60 days as follows:

Send a hard copy to: Judge Michael Jurkovich
Madera County Supervising Judge
300 South G Street
Madera, CA 93637

Please also send a hard copy or electronic copy of your response to:
Foreperson, Madera County Grand Jury, PO Box 534, Madera, CA 93637

Responses are public records. The clerk must maintain a copy of your response.
Should you have any questions, please contact me at the above address.

Sincerely,

Nina Zarucchi-Mize
Foreperson, Madera County Grand Jury

Enclosures: Penal Code sections 933 and 933.05 (excerpts)

**§ 933. Findings and Recommendations (Excerpt)**

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices.....

As used in this section "agency" includes a department.

**§ 933.05. Responses to Findings (Excerpt)**

(a) For purposes of subdivision (b) of Section 933, as to **each** grand jury **finding**, the responding person or entity shall indicate one of the following:
   (1) The respondent agrees with the finding.
   (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to **each** grand jury **recommendation**, the responding person or entity shall report one of the following actions:
   (1) The recommendation has been implemented, with a summary regarding the implemented action.
   (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
   (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
   (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

**(f)** A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the Final Report.

# City of Madera Police Department
# Unveiling Truths of Local Law Enforcement

**Madera County Grand Jury**
**Final Report 1920-05**
**December 21, 2020**

## SUMMARY

The City of Madera Police Department (MPD) is facing challenges in a community that is growing economically and in racial diversity. The law enforcement officer's job is both physically and mentally challenging. In an instant, officers can be thrown into extremely stressful situations. The City of Madera Police Department is staffed by a pool of young, motivated officers and an experienced command structure. High-risk encounters coupled with a focus on community relationships in the efforts to serve and protect the City of Madera residents. How these officers cope with work related stress and maintain compassion as positive role models is what guided the MCGJ focus.

## BACKGROUND

When the Madera County Grand Jury (MCGJ) started considering what areas within public safety to investigate, it was decided to review the City of Madera Police Department (MPD) There were several reasons for this choice, including police stress reduction programs, police in community outreach programs, crime statistics, police department staffing, and procedural deficiencies.

The City of Madera Police Department is made up of 70 sworn officers (able to carry a firearm on duty) and 35 non-sworn employees. The department is organized into 3 divisions:

Administration: Community outreach, including. ( 97 Neighborhood Watch programs), dispatch, and non-sworn personnel.

Operations: The largest division of the department comprised of patrol personnel.

Investigations: Detective Unit, Special Investigations Unit, and Code Enforcement.

Code Enforcement and Animal Control are part of the police department.

The police department also has two K9 (canine) officer. One K9 is trained as a drug sniffing/identifying dog and the other one is a multi-purpose bite/attack dog. The K9 officers are issued bullet proof vests. Summertime temperatures make prolonged wearing of vests problematic for K9 officers.

The cost for each K9 officers to be service ready is $10,000 with an additional $10,000 for training. This one-time cost does not include the costs for veterinary care and food for these canine officers which can vary with each K9 officer. The K9 officers work vehicles are unique and specifically designed for K9 officers and their human partner.

## METHODOLOGY

- Researched policy and procedures manuals for Madera Police Department.
- Reviewed Peace Officers' Standards and Training (POST) requirements.
- Interviewed city and county agency personnel.
- Examined related state adopted legislation related to officer's stress. (SB 542, AB1116).
- Participated in ride along sessions with Madera Police Department.

## DISCUSSION

### DEALING WITH STRESS

The City of Madera Police Department (MPD) officers are responsible to address a wide range of situations. At any time during the work shift, the officer may respond to a violent incident, a domestic dispute, or a natural disaster. These unpredictable events may require the officer to provide emergency first aid, or act as a social worker. The officer might have to be a grief counselor or remove a child from an abusive home environment. It must be noted that the officer is never truly off duty as they are expected to respond in emergency situations. New situations facing all police agencies raised the question of how MPD deals with increased stress.

Police officers across the United States are expected to adapt daily to new challenges. One officer related how he had to experience both a child's death and a double beheading. The MCGJ examined the recovery process in place to deal with the aftermath of such a traumatic event. Most local law enforcement agencies have chaplains who ride along with patrol officers to comfort and counsel the victims of violent crimes. While chaplains primary focus is on the victims of crime, their presence is also beneficial to the officers and deputies who are the First Responders to these traumatic events. The presence of a chaplain provides a resource that, if needed, can engage in a confidential manner with the officers. The chaplain keeps these conversations private. In Madera the departments supervising officers evaluate the individual incident and the responding officer. It is then determined how to best serve the recovery of the responding officer.

Madera Police Department has a psychologist available to engage with officers and evaluate their response to traumatic events and recommend further treatment or temporary changes in assignment if determined to be necessary.

The continual daily stress imposed on first responders can manifest itself in many ways. Marital issues, job burnout, isolation, and lack of empathy, even suicide are all responses to occupational stress. Nationwide, in 2017, 103 Firefighters committed suicide and 140 Police Officers took their own lives. In contrast, 93 Firefighters and 129 Police Officers died in the line of duty in the same year. These numbers are from a nationwide study.

Internal peer support groups have been established in the Madera Police Department to provide immediate and long-term support for first responders. The guidelines for peer support are currently informal and each officer may choose whether to participate or not. The participation can vary, as some officers prefer to work out issues at the gym. Each officer is unique and may not want to share personal issues with other officers. There is some reluctance to share as it could be viewed as a weakness. They rely on themselves to be fit mentally, physically, and emotionally. Lack of sleep and working excessive overtime can be impediments to their emotional and physical health.

## State Legislative Action

It is noteworthy that the California Legislature has recently attempted to provide additional support for First Responders. SB542 entitles First Responders to Workmen's Compensation benefits for Post-Traumatic Stress Disorder. AB1116 "California Firefighter Peer Support and

Crisis Referral Services Act" provides First Responders the opportunity to seek help when they feel overwhelmed by traumatic events encountered in the workplace. (ca.gov)

**COMMUNITY RELATIONS**

The police department is continually building relationships with the community as a daily practice. The approach of the Madera Police officers is to treat every person with respect without any favoritism. The practice of mutual respect between officers and the public has resulted in no complaints lodged against the department for rude behavior. "Coffee with a Cop" allows community members to interact with officers and see how much they care about the people of the community.

The department is involved with the hospital, community development, housing authority and the school district with programs such as Gang Resistance, Education, and Training, (GREAT). This program teaches life skills, violence prevention, conflict resolution techniques, and problem-solving skills. It allows for positive interaction and teaching opportunities between officers and the citizens of Madera.

The department is trying to address peer pressure at the junior high level with the GREAT Program, and officers are actively involved in this program. This entails officers involved in school campus activities, participating in community outreach events, and continuing to use any interaction with citizens as teachable opportunities to maintain positive relationships with the citizens of Madera. The department has a Gang Task Force as well as a Special Investigations Unit. The Special Investigations Unit consists of the Madera Police, Chowchilla Police, Madera County Sheriff, and Probation officers. The Special Investigations Unit meet formally for Special Weapons and Tactics (SWAT) meetings on a regular basis to collaborate.

Members of the MCGJ were able to experience a "ride along" with officers. The diversity in what the officers experienced was wide. It could be anything from a bicyclist riding at night without a light to a suspected burglary or a DUI (driving under influence), never knowing what was coming next. The MCGJ found the officers to be accommodating dealing with offenders yet following the law.

## Key accomplishments from the 2019/2020 Fiscal Year:

According to the Madera Police Department the following Key Accomplishments were accomplished in 2019/2020.

*Growing popularity of community outreach programs as applications for the Citizens' Academy, Parent Project, and Madkids Camp exceeded the number of spots available. As a result, an additional three Citizens' Academy classes, with one in Spanish, were added.*

*Every patrol officer is now equipped with a body-worn camera, which garners public trust and the ability to quickly resolve citizens' complaints, thereby helping protect the city against frivolous complaints.*

*The department has delivered, once again, on the promise of achieving faster response times with the passage of Measure K. For the last two years, officers have lowered their response time by 30 seconds.*

*Measure K enabled the department to hire 11 new officers beginning in 2017. This new staffing has significantly increased the capacity of the department. Officer-initiated field activity has increased by over 46 percent during this time, which is critical to the department's mission since this proactive component of policing has the greatest impact on property crimes and certain violent crimes, such as street robberies.*

*The department utilizes social media to spread and receive information. The department currently has more than 44,500 social media followers, creating a network to disseminate information and work collaboratively with the public to solve crimes that may have otherwise gone unsolved. The department's weekly feature titled "WhoIsThisWednesday" promotes posts with surveillance videos of crimes, allowing the public to help identify suspects. This program has a success rate of over 60 percent.*

*Members of the department participated in 15 Neighborhood Watch meetings, with over 97 Neighborhood Watch groups and five Business Watch groups, respectively.*

*The Communications Center received and processed over 122,400 emergency and non-emergency calls for 2019.*

*Department personnel handled 60,432 events, which included calls for service and officer-initiated activity, in 2019.*

*Responded to 2,187 welfare checks, 1,448 burglar alarms, 1,605 stray animal calls, and 3,646 request-for-assistance calls in 2019.*

*Successfully integrated the Code Enforcement tracking system.*

*Code Enforcement conducted 518 rental housing inspections; a 33 percent increase compared to 2018.*

*Code Enforcement personnel handled 308 public nuisance complaints, issuing 537 notice-of-violations and citations.*

*The Investigations Unit handled 1,177 cases in 2019, a 29 percent increase from 2018, and closed over 99 percent of the cases during the calendar year.*

*Officers arrested 338 persons for driving under the influence.*

*Personnel completed 38 homeless encampment/river cleanups in coordination with Public Works.*

*MPD partnered with Criscom Company to proactively seek out grant funding for public safety. Criscom Company is currently working on a multimillion-dollar SAFER grant to hire seven fire fighters and submitted for COVID-19 grant funding for the City.*

*$130,000 added to Measure K Police Reserve Fund.*

*This is a snapshot of the work done by Madera Police Department taken from the 2020/2021 Madera City Budget.*

## CRIME STATISTICS IN THE CITY OF MADERA

| | HOMICIDE | RAPE | ROBBERY | AGGRAVATED ASSAULT | VIOLENT CRIME | BURGLARY | LARCENY | MOTOR VEHICLE THEFT | PROPERTY CRIMES |
|---|---|---|---|---|---|---|---|---|---|
| 2014 | 6 | 17 | 72 | 210 | 305 | 472 | 1007 | 207 | 1686 |
| 2015 | 3 | 16 | 94 | 334 | 447 | 462 | 1135 | 325 | 1922 |
| 2016 | 3 | 24 | 99 | 393 | 519 | 299 | 1266 | 301 | 1866 |
| 2017 | 4 | 26 | 106 | 233 | 369 | 296 | 981 | 349 | 1626 |
| 2018 | 6 | 37 | 92 | 260 | 395 | 241 | 898 | 207 | 1346 |
| 2019 | 3 | 32 | 77 | 223 | 335 | 235 | 824 | 242 | 1288 |
| Percentage decrease from 2018 | | | | | -15% | Percentage decrease from 2018 | | | -3% |

Taken from the City of Madera Police Department Annual Report 2019

https://www.madera.gov/wp-content/uploads/2020/10/PD-Annual-Report-Final.pdf

## POLICE DEPARTMENT STAFFING AND COMPENSATION:

The MCGJ discovered that currently there are 15 unfilled positions at Madera Police Department. A comparative search of average annual income for police officers revealed the difference between Fresno and Madera Police officers. Average annual income for Fresno officers is $57,000. Average annual income for Madera officers is $50,000. (Current city budget for both Fresno and Madera)

It follows that maintaining or increasing the funding for the Madera Police Department would better serve the community.

Expanded training and hiring more officers would be the recommended path forward. The current ratio is one sworn (able to carry firearm on duty) officer per 1000 citizens. At the time of this report the department has 105 employees. This number includes 70 sworn officers. The FBI recommends 1.5 officers per 1,000 residents. It also includes code enforcement, community redevelopment, and neighborhood watch.

## PROCEDURAL DEFICIENCIES

The two most common deficiencies the MCGJ heard from department personal were:

1. With recent law changes, defendants do not stay in jail. This is called the "Zero Bail" policy for non-violent offenders. An officer referenced one incident where a defendant stole four vehicles in one night and was released from jail in between each incident.

2. The time utilized to deal with California Code 5150 or an involuntary commitment of individuals who present a danger to themselves or others due to signs of mental illness.

When a call to law enforcement comes in regarding an individual who appears to be a danger to themselves or others, an officer is dispatched to evaluate the situation. In most cases the individual is not violent. The officer must determine if the individual needs to be placed on a 5150 hold despite the officer having minimal if any formal medical training in this area. If it is determined to be necessary, an ambulance is called and an EMT transports the individual to a

mental health facility with the officer following the ambulance. Madera lacks sufficient services to handle mental health crisis with Madera Community Hospital as the primary facility to receive and evaluate these patients. The police officer must remain at the hospital for extended periods of time while the individual is evaluated, resulting in the officer not being available for other duties. This has severely impacted the Madera Police Department and the unfilled positions in the department.

The cost to taxpayers for a 5150 24-hour hospital hold is $1000 per patient. Some of the cost is carried by the county and some is shared by the state. This contrasts with the program available in Fresno county where the Exodus Psychiatric Health Facility operates. Exodus is a licensed facility with 16 beds within a locked and monitored environment. The Fresno Police that have a 5150 patient can transfer custody of the person to be evaluated at the facility and return to regular duty without unnecessary loss of time. The cost of this program to Fresno County is $200 per patient. The difference in cost is due to patient care being billable to Medi-Cal or personal insurance. This reduces the cost directly absorbed by the County Of Madera. The lack of a local mental health facility or option for MPD in handling people in a mental health crisis is a problem that has no current solution. The County needs to take a closer look at this situation. One option can be a Memorandum of Understanding (MOU) between Madera County and Fresno County to cooperate in transferring patients in crisis into the Exodus facility in Fresno.

## FINDINGS

**F1.** The MCGJ finds that the Madera Police Department works on multiple levels to build and strengthen positive relationships with community members.

**F2.** The MCGJ finds there are 15 funded positions that currently are unfilled at the Madera Police Department.

**F3.** The MCGJ finds that Madera County is not effectively handling the individuals Madera Police Department identifies as having a mental health crisis (5150).

## RECOMMENDATIONS

**R1.** MCGJ recommends that the Madera Police Department continue to foster the relationships within the community through the efforts already in place. and be open to the suggestions brought by community groups and individuals.

**R.2** MCGJ recommends that during Fiscal Year 21/22 currently open positions at the Madera Police Department be filled.

**R3.** MCGJ recommends that the Madera Police Department immediately work with the Madera County Board of Supervisors to provide adequate mental health services.

## REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

From the following elected county officials within 60 days:

Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

Mayor of the City of Madera
205 4th St, Madera, CA 93637

Madera City Council
205 W 4th St, Madera, CA 93637

Madera County District Attorney
209 W Yosemite Ave, Madera, CA 93637

Madera County Sheriff
2725 Falcon Drive, Madera, CA 93637

## INVITED RESPONSES

Chief of Police, City of Madera Police Department
330 South C Street, Madera, CA 93637

Department Head, Madera County Department of Public Health
1604 Sunrise Avenue, Madera, CA 93637

Department Head, Madera County Department of Behavioral Health
209 East 7th Street, Madera, CA 93637

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

## BIBLIOGRAPY:

"*Mental Health and Suicide of First Responders.* Ruderman Family Foundation White Paper Study. April 2018"

SB542 (Section 2. Section 3212.15 "Workers Compensation" California Labor Code) amended 11/18/2019.

AB1116 (Section 2. Article 21. Section 8669.5 "California Firefighter Peer Support and Crisis Referral Act" California Government Code) amended 11/18/2019.

RETURN TO AGENDA

# REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 17, 2021

**Agenda Number:** D-3

**SUBJECT:**

Response to Madera County Grand Jury Final Report 1920-06: "Madera County and City of Madera Governments Public Servants or Self-Serving; Part III: Madera Municipal Airport Closure of Runway 8-26"

**RECOMMENDATION:**

It is recommended the City Council (Council) review the proposed Response to the Grand Jury Report (Report) and approve the Response as presented or provide direction on changes to the proposed Response

**SUMMARY:**

The Madera County Grand Jury (MCGJ) issued a report on December 21, 2020. The Council has 90 days to submit a written response. Written responses must be prepared and submitted within specified guidelines provided by the California Penal Code.

**DISCUSSION:**

The MCGJ issued a Report titled "Madera County and City of Madera Governments: Public Servants or Self-Serving" on December 24, 2020 requiring a response from the Mayor and from City Council. The Mayor and Council has 90 days to submit a written response to the Report and submit it to the Madera County Superior Court Presiding Judge. Staff has prepared a proposed Response to the Report for Council's consideration, consistent with Penal Code requirements to fulfill the required response from the Mayor and from Council.

Note that Penal Code Section 933.05 includes a specific manner for responding to the Findings and the Recommendations provided in the MCGJ Report. That process is outlined below.

A. Response to Findings.

In response to each grand jury finding in a final report, the responding party is statutorily required to indicate one of the following:

1. The respondent agrees with the finding.

2. The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

B. Response to Recommendations.

In response to each grand jury recommendation in a final report, the responding party is statutorily required to indicate one of the following:

1. The recommendation has been implemented; in which case the responding party must include a summary of the implemented action;

2. The recommendation has not yet been implemented, but the recommendation will be implemented in the future, in which case the responding party must include a timeframe for implementation;

3. The recommendation requires further analysis, in which case the responding party must include an explanation, the scope and parameters of an analysis or study, and a timeframe, not to exceed six months from the date of the final report's publication, for the matter to be prepared for discussion by the applicable agency or department officer, head, or governing body being investigated or reviewed; or

4. The recommendation will not be implemented because it is unwarranted or unreasonable, in which case the responding party must include an explanation therefor.

**FINANCIAL IMPACT:**

The City's proposed Response to the Madera County Grand Jury does not constitute a direct financial impact to the City.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

The Council has the following options to consider relating to this matter:

- Approve the Response to the Grand Jury as presented.
- Approve the Response with amendments.
- Direct staff to return with additional information at a Special Council meeting before March 24, 2021, when response is required by the MCGJ, meeting the 90-day response requirement.

**ATTACHMENTS:**

1. City of Madera Response to Madera County Grand Jury Final Report 1920-06: "Madera County and City of Madera Government Public Servants or Self Serving; Part III: Madera Municipal Airport Closure of Runway 8-26”
2. Madera County Grand Jury Report 1920-06

**Attachment 1:**

City of Madera Response to Madera County Grand Jury Final Report 1920-06:
"Madera County and City of Madera Government Public Servants or Self Serving;
Part III: Madera Municipal Airport Closure of Runway 8-26”

_____, 2021

The Honorable Michael Jurkovich, Supervising Judge
Supervising Judges of the Grand Jury
Madera County Superior Court
300 South G Street
Madera, California 93637

Re: **City of Madera Response to Madera County Grand Jury**
**Madera County and City of Madera Government: Public Servants or Self Serving**
**Report 1920-06; December 21, 2020**

Dear Honorable Judge Jurkovich:

This letter is submitted on behalf of the Mayor and City Council of the City of Madera and the Madera Municipal Airport collectively referred to as "City" in this Response.

On December 21, 2020, the City of Madera ("City") received a letter from the Madera County Grand Jury which attached a copy of the Grand Jury's Report titled "Madera County and City of Madera Government: Public Servants or Self Serving" (hereafter "Report"). The letter states that the Report would be released to the public "three days after the date of this letter." As such, we view the release date as December 24, 2020.

Penal Code Section 933 (c) requires that the governing board of the public agency (here, the City Council) is required to respond not later than 90 days after the public release date. As required, the Mayor and the City Council of the City of Madera and Madera Municipal Airport respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code.

As a preliminary matter, the responding parties respectfully note that Part I of the Report relates to the County of Madera and Part II of the Report relates to Coarsegold. Those two Parts and the associated findings and recommendations, pertain to matters that are not under the control of the City of Madera which is a public agency that is distinct and separate from the County of Madera and Coarsegold both with separate governing boards, etc. As such, the City of Madera is not the entity who would be able to provide a response to those items, nor would it have authority to implement the associated recommendations as further noted below.

We note that the City has taken the Grand Jury's Report seriously and has endeavored to address the Report comprehensively as evidenced by this Response and by the attachments comprising

1,101 pages. Great care has been taken to ensure the City responds concisely yet with appropriate details as demonstrated by references to numerous documents which the City has researched, reviewed, and attached to this Response.

Based on the above, the following constitutes the City's Response to the Grand Jury's Findings and Recommendations relating to PART III of the Report.

**FINDINGS**

**F1:** The MCGJ finds that the City of Madera and the County of Madera did not provide requested documentation.

**Response 1:** As it pertains to the City of Madera, the City disagrees partially with this Finding 1. Given the MCGJ's admonition of secrecy, current staff does not have adequate information to ascertain what was requested of the City, nor what was produced to the MCGJ for review. The finding, as written, provides insufficient information to either agree or disagree. However, we are noting that the City "disagrees partially" because of the mandated method for response. To demonstrate the City's good faith, the City is committed to providing staff training to judiciously and expeditiously provide documentation to the MCGJ in the future and to corroborate with MCGJ to enable the City to provide information requested.

**F2:** The MCGJ finds that the City of Madera and the County of Madera did not provide adequate Public Notice for the closure of Runway 8-26.

**Response 2:** As it pertains to the City of Madera, the City disagrees with this finding. The following is a list of actions and meetings that were subject to public notice requirements during all relevant times.

The closure of Runway 8-26, also known as Runway 7-25, has been planned for since 1993. The following provides a summary actions taken followed by a synopsis of each:

A. 1993 Madera Municipal Airport Master Plan (see Exhibit A, page 48)
B. 2015 Madera Countywide Airport Land Use Compatibility Plan (ALUCP) (see Exhibit B, Map MAD-3B)
C. Madera Municipal Airport Layout Plan Update Narrative (2016) (see Exhibit C, pages ES-1 and ES-49)

D. Madera Municipal Airport Layout Plan (2017) (see Exhibit D, page 2, Note 2)

E. Additional Public Outreach

A. 1993 Madera Municipal Airport Master Plan

The 1993 Madera Municipal Airport Master Plan (1993 Master Plan) listed the runway as restricted and anticipated that the runway's role would change, and that change would most likely be to abandon it as a runway (see page 48 of Exhibit A). During the adoption of the 1993 Master Plan, public notification was provided for the following:

- June 12, 1990 an Initial Study/Negative Declaration was prepared in accordance to the California Environmental Quality Act Guidelines
- November 6, 1992: Airport Advisory Commission Meeting (see Exhibit E)
- December 17, 1992: Airport Advisory Commission Meeting (see Exhibit F)
- November 24, 1992: Planning Commission Meeting (see Exhibit G)
- December 8, 1992: Planning Commission Meeting (see Exhibit H)
- March 1, 1993: Madera City Council Meeting (see Exhibit I)

B. 2015 Madera Countywide Airport Land Use Compatibility Plan (ALUCP)

While the 2015 ALUCP was not prepared under the auspices of the City, the 2015 ALUCP presented the plan to officially abandon Runway 8-26 once its agricultural aerial applicator lease expired in 2019 (see Exhibit B, Map MAD-3B). More specifically it states

> "*Compatibility zones are in effect until such time that Runway 8-26 is closed. The City anticipates to close runway 8-26, which is restricted to agricultural uses, once the FBO* [Fixed Base Operator] *lease expires in 2019.*"

While the ALUCP indicates that the runway would close in 2019, in the spirit of cooperation, the City waited until the end of 2020 to close the runway after numerous discussions with the local aviation community. Worth noting is that during the adoption of the 2015 ALUCP, the following occurred:

- August 4, 2015: Airport Land Use Commission workshop (see Exhibit J).
- August 26, 2015: Airport Advisory Commission workshop (see Exhibit K).

- September 1, 2015: Airport Land Use Commission workshop (see Exhibit L).
- September 9, 2015: Caltrans Division of Aeronautics approval (see Attachment A of Exhibit B).
- September 29, 2015: Airport Land Use Commission meeting (see Exhibit M) (references to subset are found in Exhibit M)
    - It is noted that no public comments regarding the potential closure of the runway were discussed (page 8 Exhibit E).
    - California Environmental Quality Act (CEQA): The subject plan was subject to the CEQA Guidelines. As such, an environmental assessment was prepared. Said document was circulated through the State Clearinghouse for a 30-day public review period (see Comment 5).
    - No written comments from the public were received in response to the Public Comment period (see Exhibit E).
- Worth noting is that during the adoption of the 2015 ALUCP adoption process, ALUC staff was responsible for providing public notice pursuant to the Government Code. Staff issued two notices of public hearings in the local newspaper for the September 1, 2015 (see Exhibit N) and September 29, 2015 (see Exhibit O)

C. Madera Municipal Airport Layout Plan Update Narrative (2016) (2016 MMALP)

The 2016 MMALP notes "[R]unway 8-26 is to be abandoned when the agricultural spraying operator lease expires in 5 to 6 years…" (see Exhibit C, pages ES-1 and ES-4).

The 2016 MMALP was discussed at the February 11, 2015 Airport Advisory Committee Meeting (See Exhibit P).

D. Madera Municipal Airport Layout Plan (2017) (see Exhibit D)

An Airport Layout Plan (ALP) is a scaled, graphical presentation of the existing and future airport facilities, their location on the airport campus, and pertinent clearance and dimensional information. The ALP is a major product of the Master Plan Update which contains information used by the FAA to program future funding assistance and to monitor the airport's compliance with design standards and grant assurances.

ALP noted that runway 8-26 would be abandoned at the end of its agricultural aerial applicator lease ended in 2019 (see Exhibit D, page 2, Note 2).

FAA regulations dictate that an ALP remains current for a five-year period, or longer, unless major changes at the airport are made or planned.

The item was discussed by the Airport Advisory Commission during the following meetings:

- May 27, 2015 (see Exhibit Q)
- August 26, 2015 (see Exhibit R)
- May 1, 2017 (see Exhibit S)

E. Additional Public Outreach

In addition to the efforts above, additional public meetings and workshops where commissioned to solicit feedback and to provide community updates. These efforts may be summarized as follows:

- August 21, 2019: City Council workshop regarding the closure of Runway 8-26 (see Exhibit T).
- September 9, 2019: Meeting between staff and local aviation group to discuss the impending runway closure.
- December 3, 2019: Airport Advisory Commission meeting (see Exhibit U).
- May 18, 2020: The Federal Aviation Agency (FAA) granted the City access to deactivate Runway 8-26 via a Letter of Deactivation (see Exhibit V).
- December 10, 2020: Airport Advisory Commission meeting (see Exhibit W).
    - A quorum was not established; however, the purpose was to simply provide an update similar to previous meetings.
- December 16, 2020: Madera City Council Meeting (see Exhibit X).

**F3:** The MCGJ finds that the City of Madera spent taxpayer's money to purchase additional acreage for a fire station.

**Response 3:** The City agrees with the finding in that taxpayer money was used to purchase additional acreage for a fire station. The respondent disagrees with the underlying inference that this expenditure was somehow inappropriate.

The observation that City of Madera expended taxpayer money is accurate. However, placement of a City facility at the airport would not necessarily come at

a reduced or no cost agreement as placement of the fire station at the airport would have resulted in the following:

A. Any location utilized by a fire station on Airport land would likewise represent a potential loss in area in which future hangars might be constructed. At present, the area in which the fire station was depicted in the 1993 Master Plan is unassigned in the 2015 ALUCP. At present there is a demand that is not expected to abate over time for hangar space. These facilities are required to pay fair market value for lease of land on which tenant owned hangars are constructed. A fire station may be detrimental to expanded hangar space and associated revenue to the degree that a fire station utilizes the land.

B. Any location utilized by a fire station on Airport land would likely occur through a purchase or lease agreement at fair market value to use the land. Depending on the land requirement, there might be no savings associated with a fire station on Airport land. The cost of the land for the actual fire station is not as noted in the Grand Jury Final Report. The total land purchase was intended for other uses beyond just the fire station itself. The additional land might eventually provide for future training facilities for fire and police personnel as demands upon the City and perhaps the County expand. Those facilities, based on discussions with CalFire, might include a classroom, ventilation props, etc. all within proximity to an operational fire station. When accounting for the land used by the fire station itself, a rough estimate of land value used is $300,000, not $620,000.

Regarding the ultimate fire station location, 16 total locations were evaluated for preferred site. Two locations of 16 studied were in the general vicinity of the location identified in the 1993 Master Plan but were not included in a short list of locations. In conversations with CalFire, it was indicated the sites at or near the Airport would have extended response times in general compared to the selected site on Condor Drive.

**F4:** The MCGJ finds that to facilitate the closure of Runway 8-26 a renewal application for funding was not submitted.

**Response 4:** The City disagrees with this finding.

Per Federal Aviation Administration (FAA) policy, the Airport District Office (ADO) can only fund a single runway at an airport unless the ADO has made a specific determination that one or more crosswind or secondary runways are justified (FAA, 2020).

The 1993 Master Plan indicated that the Airport's main runway, which is Runway 12-30, provided adequate wind coverage 98.9% of the time. Therefore, the FAA did not deem Runway 8-26 eligible for funding since FAA would only consider it as a crosswind runway if the wind coverage on the primary runway was less than 95% (FAA, 2020). In conclusion, there was not an opportunity to submit a renewal application to the FAA since Runway 8-26 was not eligible for funding. Without FAA grant funding, that runway is simply not sustainable without infusions of cash; General Fund, or higher leases (over many years) beyond market value when they come back up for renewal.

Reference:
Federal Aviation Administration. (2020, August 25). AIP Handbook. Retrieved from https://www.faa.gov/airports/aip/aip_handbook/?Chapter=Appendix

**F5:** The MCGJ finds that the private interests in leasing the airport facilities were repeatedly ignored.

**Response 5:** The City disagrees with this finding.

Given that the finding does not identify specifics, the City does not have adequate information to ascertain what leases this is regarding. The finding, as written, provides insufficient information to either agree or disagree. However, we are noting that the City "disagrees" because of the mandated method for response. Regardless, interests in hangar leases have increased and have been responded to, which has been reflected with the ongoing construction at the Airport. For example:

A. On July 15, 2020, Madera City Council approved the construction of a non-commercial 37,000 square foot aeronautical hangar for WSD, LLC, a California limited liability company, which is located on the north end of the Airport.

B. There are also two other areas which have been reserved for ground leases by Madera Jet Center and Talley Oil, inc., which are awaiting construction.

C. There are two available ground lease parcels which have received interest but have not yet been reserved.

D. As for the Airport's 97 t-hangars, all are currently occupied and there is a waitlist of 18 interested tenants.

**RECOMMENDATIONS**

**Rec. 1:** The MCGJ recommends that immediately the City of Madera and the County of Madera adhere to requests for public documents when requested by the Madera County Grand Jury.

**Response 1:** As it pertains to the City of Madera, this recommendation has been implemented and will be on-going. The City of Madera prides itself in aiming to be transparent in governance and management of the City. This includes adhering to requests for public documents when requested by the Madera County Grand Jury and all other Public Records requests, per the Public Records Act

**Rec. 2:** The MCGJ recommends that immediately the City of Madera and the County of Madera adhere to the provisions of the Brown Act to provide clear, fair and unambiguous Public Notice.

**Response 2:** As it pertains to the City of Madera, this recommendation has been implemented and will be on-going. All public meetings are conducted openly in compliance with the Brown Act and its records maintained publicly pursuant to the Public Records Act.

The following are examples of compliance with provisions of the Brown Act by the City:

- The City publishes notices of public hearings as required by law.
- City Council agendas and reports are made available to the public both online and at City Hall.
- In a continued effort to encourage a higher level of community engagement and to further promote open and transparent decision-making by Council, in June of 2017, the City added live internet video streaming and video archiving to provide further options and opportunities for community members to follow Council meetings. Meetings are streamed live at madera.gov/live during City Council meetings, recorded, and archived on the City's website and YouTube Channel for on-demand viewing at the viewer's convenience.
- Beginning in January 2019, the City made a concentrated effort to provide clear, concise agendas and pertinent items to add further transparency to the legislative process.
- The City Attorney has provided AB 1234 training which includes ethics, the Brown Act, the Public Records Act, conflicts of interest, and due process. Training will again be provided in the next couple of months.

**Rec. 3:** The MCGJ recommends that immediately the City of Madera and the County of Madera refrain from carelessly spending taxpayer money.

**Response 3:** As it pertains to the City of Madera, this recommendation has been implemented and will be on-going. We feel compelled to address the use of the term "refrain" which implies the City has carelessly spent taxpayer money. The City works diligently to ensure the best stewardship of taxpayer dollars.

The following are examples of the City's dedication to refraining from carelessly spending taxpayer money:

- Regular Meetings of Council have a standing informational report, in which a register of audited demands is made public and brought forth for review.
- All staff reports brought before Council have a Financial Impact section, in which financial implications are reported on and disclosed.
- City Annual Budgets are all reviewed, adopted by Council, and published. The City website has Annual Budgets posted for public review, starting with FY 2016/2017.
- The City also has posted on its website copies of the Audited Financial Statements starting with 2016.

**Rec. 4:** The MCGJ recommends that immediately the City of Madera and the County of Madera maintain records and avail the city and county of renewable funding opportunities.

**Response 4:** As it pertains to the City of Madera, this recommendation has been implemented and will be on-going. The City has a long-standing policy relating to the retention of records in conformance with state law.

The City works working diligently to ensure that funding opportunities are presented to staff and Council.

The City strives to seek and pursue renewable funding opportunities in the best interest of residents. When renewable funding opportunities arise, information is brought before Council for guidance. Information presented to Council includes a staff report outlining the summary, discussion points, financial impact, and alternative options. All public meetings are conducted openly in compliance with the Brown Act and its records maintained publicly pursuant to the Public Records Act, thus all information shared with Council is accessible by the public.

**Rec. 5:** The MCGJ recommends that immediately the City of Madera and the County of Madera entertain the financial investment interests of private entities.

**Response 5:** As it pertains to the City of Madera, this recommendation has been implemented and will be on-going. Relevant to the subject MCGJ Report, the Airport is seeing unprecedented private investment and interest. Currently, the City is in discussions with several private parties and recently contracted with a private aviation consulting firm to assist with Airport growth and management and has recently welcomed a moderately sized flight school. In addition, in response to concerns raised by the local aviation community, the City purchased a small sweeper to clean the runway more efficiently.

It should also be noted that the City Council, members of City boards, commissions, committees, and staff base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations, or on the financial investment interest of private individuals. Basing decisions on financial investment interests of private individuals is counter to good governance and has the potential to pose ethical dilemmas. Rather, decision making should be based on the common good for the community.

We thank the Grand Jury for its service to the community. Please let us know if you or the Grand Jury need additional information.

Sincerely,

Arnoldo Rodriguez
City Manager
City of Madera

c: Foreperson, Madera County Grand Jury, PO Box 534, Madera, CA 93637

Attachments:

Exhibit A: 1993 Madera Municipal Airport Master Plan
Exhibit B: 2015 Airport Land Use Compatibility Plan (ALUCP)
Exhibit C: 2016 Airport Layout Plan Update Narrative
Exhibit D: 2017 Airport Layout Plan
Exhibit E: Airport Advisory Commission (AAC) Meeting of November 6, 1992
Exhibit F: Airport Advisory Commission (AAC) Meeting of December 17, 1992
Exhibit G: Planning Commission Meeting of November 24, 1992

Exhibit H: Planning Commission Meeting of December 8, 1992
Exhibit I: Madera City Council Meeting Minutes of March 1, 1993
Exhibit J: Airport Land Use Commission (ALUC) Meeting of August 4, 2015
Exhibit K: Airport Advisory Commission (AAC) Meeting of August 26, 2015
Exhibit L: Airport Land Use Commission (ALUC) Meeting of September 1, 2015
Exhibit M: Airport Land Use Commission (ALUC) Meeting of September 29, 2015
Exhibit N: Public Hearing Notice for September 1, 2015
Exhibit O: Public Hearing Notice for September 29, 2015
Exhibit P: August 26, 2015, Airport Advisory Commission (AAC) Meeting Minutes
Exhibit Q: May 27, 2015, Airport Advisory Commission (AAC) Meeting Minutes
Exhibit R: August 26, 2015, Airport Advisory Commission (AAC) Meeting Minutes
Exhibit S: May 1, 2017, Airport Advisory Commission (AAC) Meeting
Exhibit T: August 21, 2019, Madera City Council Meeting
Exhibit U: December 3, 2019, Airport Advisory Commission (AAC) Meeting
Exhibit V: Federal Aviation Administration Letter of Deactivation
Exhibit W: December 10, 2020, Airport Advisory Commission (AAC) Meeting
Exhibit X: December 16, 2020, City Council Agenda

**Exhibit A:**

1993 Madera Municipal Airport Master Plan

# MADERA MUNICIPAL AIRPORT
# MASTER PLAN REPORT

## Madera, California

Prepared
for
City of Madera
by
Hodges & Shutt
Santa Rosa, California

July 1993

The preparation of this document was financed in part through a planning grant from the Federal Aviation Administration as provided under Section 505 of the Airport and Airway Improvement Act of 1982 as amended. The contents of this report reflect the views of Hodges & Shutt who are responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of this report by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted herein nor does it indicate that the proposed development is environmentally acceptable in accordance with Public Laws 91-190, 91-258, and/or 90-495.

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ff = figure following page

# 1

# Introduction

# 1

# Introduction

## STUDY BACKGROUND

The City of Madera, under a grant from the Federal Aviation Administration (FAA), retained Hodges & Shutt in March 1989 to prepare a comprehensive Master Plan for the long-term development of Madera Municipal Airport. During the development of the Airport Master Plan, Hodges & Shutt has had continuing interaction with the Director of Public Works, Airport Supervisor, and the Community Development Director. Other city staff supported the study effort with timely responses on a wide range of topics. The Airport Advisory Commission hosted the public workshops and provided important direction in the formulation of the Plan.

## CONTENTS OF THE PLAN

The Master Plan Report is organized into two major parts plus a set of appendices.

Part I contains a summary of the Plan. Following this introductory chapter are two chapters which present the major results of the Master Plan study. Chapter 2 sets forth the Study's conclusions and recommendations, and Chapter 3 contains the airport plan drawings.

Part II consists of the Study's technical data and analyses. There are seven principal subject areas:

- Background and inventory data.
- Assessment of the airport role and development policies.
- Forecasts of airport activity.
- Airfield design issues.
- Development of the building area.
- Land use and environmental issues.
- Management and financial topics.

The appendices contain miscellaneous supporting information.

# 2

# Conclusions and Recommendations

# 2

# Conclusions and Recommendations

This chapter summarizes the major findings, conclusions, and recommendations contained in the Plan. Parenthetical notes direct the reader to the appropriate chapters from which the summaries are derived.

## AIRPORT ROLE (Chapter 5)

- Five alternative futures were evaluated for plausibility and airfield design implications:
  - Continuation of current uses.
  - Relocation of the Fresno Air Attack Base to Madera.
  - Establishment of airline service.
  - Development of cargo service.
  - Establishment of regionally-oriented fixed base operations.
- The most probable future for the Madera Municipal Airport is a continuation of the current pattern of use, with the addition of a modest number of turboprop and turbofan aircraft.

## AIRPORT DEMAND AND CAPACITY (Chapter 6)

### Current Activity

- An acoustical aircraft counter was used to document the number of current operations. Sample counts were taken in October, November, and January. From these samples an annual total was extrapolated. The total number of annual aircraft operations is estimated to be 65,000.

- The current number of based aircraft is 98.

### Forecasts

- The number of aircraft based at the Airport will increase to approximately 165 by the year 2010 if adequate facilities (e.g., hangars) are available.

- Approximately 100,000 operations are forecasted to be conducted in 2010.

### Capacity

- Current runway capacity is calculated to be approximately 115,500 annual operations.

- A nonprecision instrument approach is currently available using the Clovis VOR. Fresno Approach Control coordinates instrument approaches to Madera Municipal Airport. There is a practical limit of approximately six to eight instrument operations per hour.

## AIRFIELD DESIGN (Chapter 7)

- Madera Municipal Airport should be classified as a General Utility Stage II airfield.

- Runway 12-30 is best suited to remain the primary runway because of its alignment relative to the wind, current length, and ability to be extended.

- The current length of Runway 12-30 (4,500 feet) is adequate to accommodate the range of aircraft forecast to use the Airport throughout the 20-year planning period. However, if an Instrument Landing System is installed in the next five years to facilitate commuter airline training operations, a runway extension may be needed to accommodate the full range of training aircraft. The option of extending the runway to 5,500 feet should, therefore, be preserved. This longer length would permit use of Madera Municipal Airport by the largest corporate and commuter turboprop aircraft even during the hottest portion of the summer.

- Runway 12-30 should be narrowed from 150 feet to 100 feet when either: (1) it receives its next pavement overlay; or (2) the runway-edge lighting system is replaced. A 100-foot width will cost less to

maintain, while meeting the operational requirements for all aircraft using or expected to use the airfield.

- It is recommended that Runway 7-25 be retained as a restricted runway. The restricted classification is essential as it is not intended that the runway pavement be rehabilitated to meet FAA standards. The FAA is unlikely to participate in the rehabilitation and no other funding source has been identified.

- Those wishing to use the restricted runway should be required to sign an operating agreement. The operating agreement would require the prospective user to acknowledge that the runway does not meet FAA standards. The agreement would also require the user to determine that the runway condition was adequate for his purposes and accept responsibility for his use.

- The dimensions of Runway 7-25 should be reduced to 3,200 feet by 60 feet. This size exceeds the dimensional standards for the light aircraft expected to use this runway. The size reduction would increase the area available for aircraft parking and could reduce maintenance costs.

## BUILDING AREA DEVELOPMENT (Chapter 8)

- A 60-foot taxiway setback should be established for all taxiways. This would provide FAA-defined clearances for aircraft with up to 70-foot wingspans (e.g., Gulfstream II). This setback is greater than required to meet the needs of the aircraft forecast to use the Airport during the 20-year planning period. However, it permits retention of operational flexibility without significantly reducing the utility of the main apron or other parts of the airfield.

- There will be a demand for 40 to 50 new hangars by 2010. T-hangars and larger box hangars can be accommodated in the hangar area south of the terminal building. No additional aircraft storage hangars should be constructed facing the commercial ramp. Once the taxilane is extended east of the fixed base operations area, large aircraft hangars can be constructed in this area.

- A total of 35 based tiedowns will be needed by 2010. Sufficient tiedown positions exist to serve this demand.

| | Costs (in 1990 $ values) | | |
|---|---|---|---|
| | Total | Federal | City |
| **Short-Term Projects (within 5 Years)** | | | |
| *Airfield* | | | |
| Runway 12-30 edge lighting (replace old system) | $ 125,000 | $ 112,000 | $ 13,000 |
| Property acquisition (fee simple: Rwy 30) | 1,750,000 | 1,575,000 | 115,000 |
| Restricted runway rehabilitation | 100,000 | 0 | 100,000 |
| *Building Area* | | | |
| Apron rehabilitation: Phase I (fuel resistant slurry seal and seal joints in concrete) | $ 100,000 | 90,000 | 10,000 |
| T-Hangars (11 units) | 250,000 | 0 | 250,000 |
| Taxilane construction (commercial area access) | 100,000 | 90,000 | 10,000 |
| **Mid-Range Projects (6 to 10 Years)** | | | |
| *Airfield* | | | |
| Restricted runway rehabilitation | 55,000 | 0 | 55,000 |
| *Building Area* | | | |
| Apron overlay: Phase I (2" overlay with paving fabric) | $ 170,000 | $ 153,000 | $ 17,000 |
| Apron rehabilitation: Phase II (fuel resistant slurry seal) | 80,000 | 72,000 | 8,000 |
| T-hangars (11 units) | 250,000 | 0 | 250,000 |
| FBO access road | 100,000 | 0 | 100,000 |
| Card gates | 50,000 | 45,000 | 5,000 |
| **Long-Term Projects (11 to 20 Years)** | | | |
| *Airfield* | | | |
| Runway 12-30 and taxiway overlay (2" overlay with paving fabric) | $ 750,000 | $ 675,000 | $ 75,000 |
| Restricted runway rehabilitation (slurry seals every five years) | 110,000 | 0 | 110,000 |
| Property acquisition (fee simple: Rwy 12) | 315,000 | 284,000 | 31,000 |

**Table 1**

# Proposed Airport Improvements

## Madera Municipal Airport

| | Costs (In 1990 $ values) | | |
|---|---|---|---|
| | Total | Federal | City |
| **Long-Term Projects (continued)** | | | |
| *Building Area* | | | |
| Apron overlay: Phase II (2" overlay with paving fabric) | $ 150,000 | $ 135,000 | $ 15,000 |
| Apron overlay: Phase III (2" overlay with paving fabric) | 240,000 | 216,000 | 24,000 |
| Apron rehabilitation: Phase III (fuel resistant slurry seal) | 60,000 | 54,000 | 6,000 |
| T-hangars | 250,000 | 0 | 250,000 |
| FBO access taxilane | | | |
| *Demand-Related Projects* | | | |
| Parallel runway and access taxiways | $ 700,000 | 630,000 | 70,000 |
| Extension of Runway 12-30 and parallel taxiway | 500,000 | 450,000 | 50,000 |
| Strengthening of Runway 12-30 and taxiways (45,000 lb. dual - 2" overlay with paving fabric) | 750,000 | 675,000 | 75,000 |
| **Totals** | | | |
| Short Term | $2,425,000 | $1,742,000 | $ 558,000 |
| Mid Range | 905,000 | 450,000 | 455,000 |
| Long Term | 1,875,000 | 1,364,000 | 511,000 |
| Demand-Related | 1,950,000 | 1,755,000 | 195,000 |
| MASTER PLAN TOTALS | $7,155,000 | $5,311,000 | $1,719,000 |

**Table 1 continued**

## LAND USE COMPATIBILITY (Chapter 9)

- The limited amount of existing development surrounding the Airport presents a major opportunity to avoid the creation of incompatible uses, such as have plagued other airports. However, rapid growth south of the Airport threatens to compromise the existing state of compatibility.

- Noise contours were developed for both the existing and projected future activity levels. Because of the distance between the runways, separate contours are produced for each. The current 60 CNEL noise contour extends only slightly beyond the ends of therunways. The future contours differ principally in that the 60 CNEL contour for Runway 12-30 extends significantly further towards the northwest and slightly more towards the southeast.

- Thirteen compatibility zones were defined for Madera Municipal Airport's environs. For each zone, land use and site design criteria were specified.

- It is recommended that 252 acres be acquired in fee simple. Approach protection easements should be acquired on an additional 57 acres. If the cost of the approach protection easements exceeds 50% of the current value, these properties should be acquired in fee simple and resold with the easement in place.

## MANAGEMENT AND FINANCE (Chapter 10)

- In order for City of Madera to implement the Capital Improvement Program contained in this report (Table 1), it is necessary that the Airport's revenue-generating capacity be maximized. The proposed Capital Improvement Program totals $5.2 million over the projected 20-year period. Assuming Federal and State grants are used wherever possible, the City's share over this period will be $1.5 million.

- The figures set forth in the Pro Forma Financial Projection (Table 11 in Chapter 10) indicates that Madera Municipal Airport is capable of producing a modest surplus during the forecast period.

# 3

# Airport Plans

# 3

# Airport Plans

## AIRPORT LAYOUT PLAN DRAWINGS

Airport plan drawings are of equal or even greater importance than the Master Plan text in representing the City of Madera's intentions regarding the future course of development of Madera Municipal Airport. The three drawings in the Madera Municipal Airport Master Plan set are presented here in reduced size: the Airport Layout Plan, the Building Area Plan, and the Airspace Plan. These three drawings were prepared in accordance with the guidelines set forth in FAA Advisory Circular 150/5070-6, "Airport Master Plans".

The principal drawing, illustrating the overall configuration of the Airport, is the Airport Layout Plan (ALP) itself. The Airport Layout Plan drawing (Figure 1) shows the existing and ultimate development of the Airport. Pertinent clearance and dimensional information, as needed to show conformance with applicable airport standards, are indicated. Other relevant airport data are shown in a tabular form. A current ALP is required to be eligible for grants from the Federal Aviation Administration Airport Improvement Program and California Aid to Airports program. Additional details on the core area of the Airport are shown on the Building Area Plan (Figure 2).

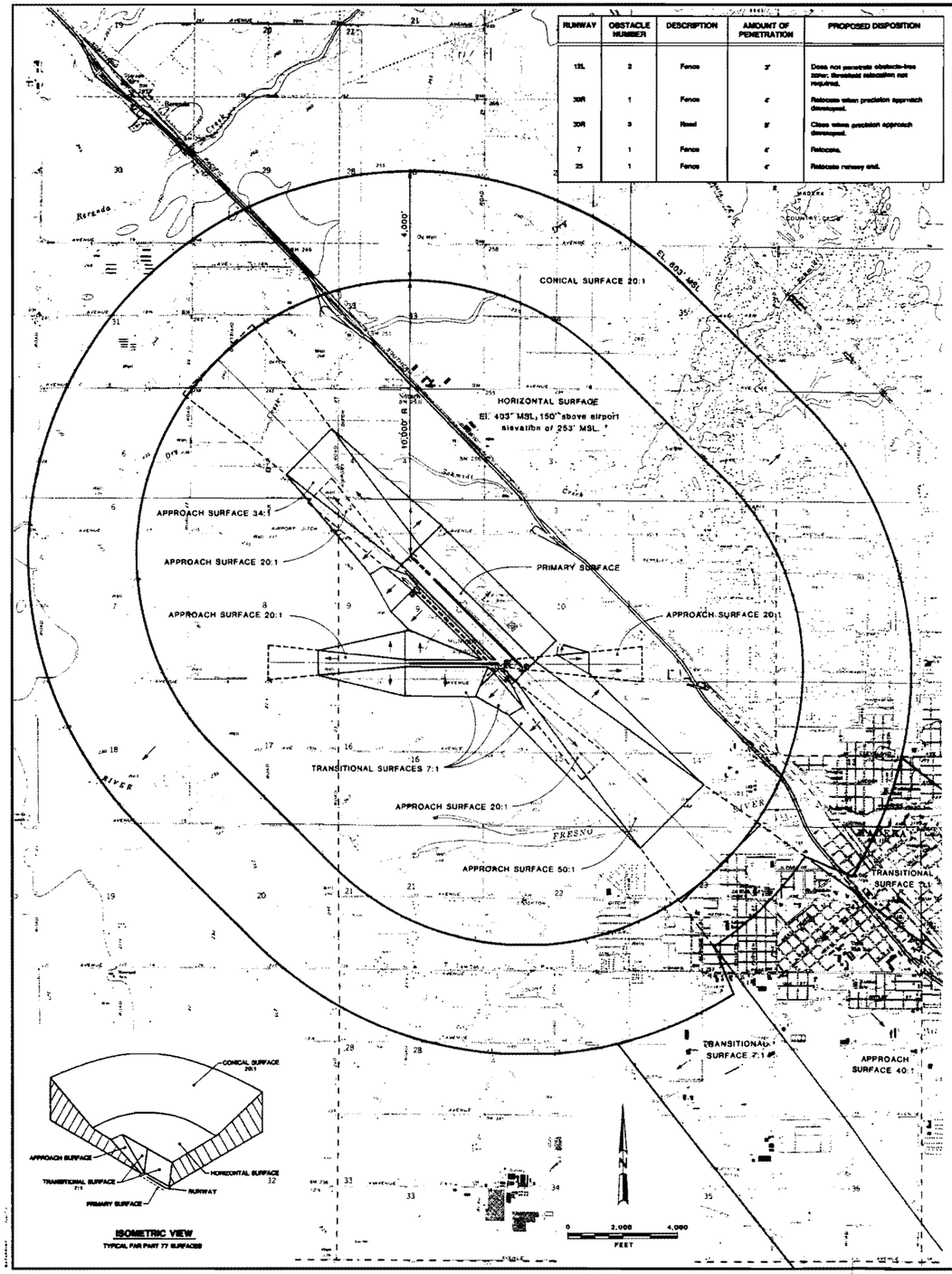
The purpose of the Airspace Plan is to protect the airspace essential to the safe operation of aircraft in the vicinity of the Airport. The Airspace Plan (Figure 3) presents both plan and profile views of the airspace associated with the Madera Municipal Airport. The criteria which define the limits of this airspace are established in Federal Aviation Regulations (FAR) Part 77, *Objects Affecting Navigable Airspace*. The dimensions of the Part 77 surfaces are based upon a future runway length of 5,500 feet and a precision approach to Runway 30.

## MAJOR FEATURES OF THE PLAN

The major elements of Madera Municipal Airport's airfield (i.e., runway, parallel taxiway and main apron) are expected to continue to meet the needs of the Airport's users through the next 20 years. Therefore, the Airport Master Plan focuses on refinements to the facility and retention of options. The principal features of the Plan include:

- Provision for extending Runway 12-30 1,000 feet to the northwest.
- Reduction in the width and length of the restricted runway (Runway 7-25).
- Sites for future aircraft storage hangars with separate areas for large and small aircraft.
- Leaseholds for additional fixed base operations.
- Sites for parking transient helicopters.
- Identification of property which should be acquired to protect the approaches to the Airport.

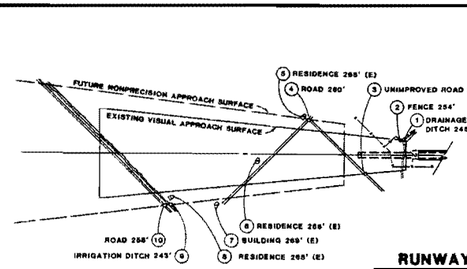
| RUNWAY | OBSTACLE NUMBER | DESCRIPTION | AMOUNT OF PENETRATION | PROPOSED DISPOSITION |
|---|---|---|---|---|
| 12L | 2 | Fence | 3' | Does not penetrate obstacle-free zone; threshold relocation not required. |
| 30R | 1 | Fence | 4' | Relocate when precision approach disrecognized. |
| 30R | 3 | Road | 9' | Close when precision approach disrecognized. |
| 7 | 1 | Fence | 4' | Relocate. |
| 25 | 1 | Fence | 4' | Relocate runway end. |

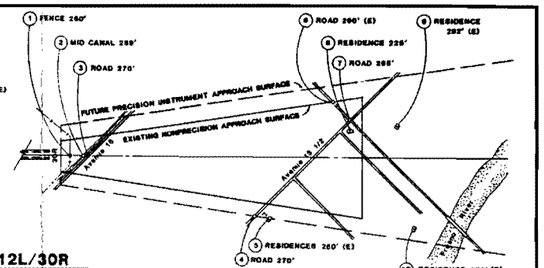




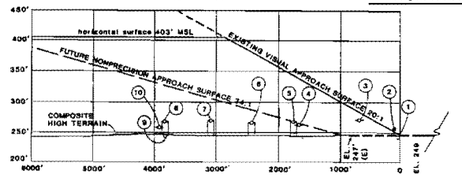


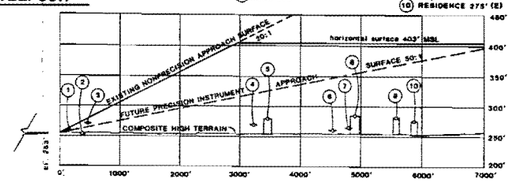
**ISOMETRIC VIEW**
TYPICAL FAR PART 77 SURFACES

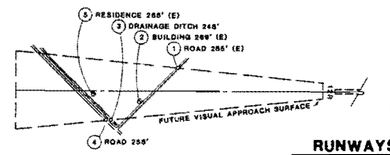


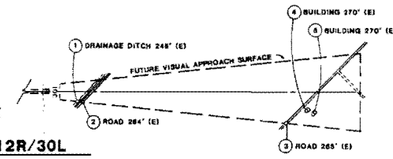




**RUNWAYS 12L/30R**

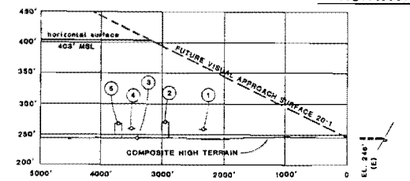


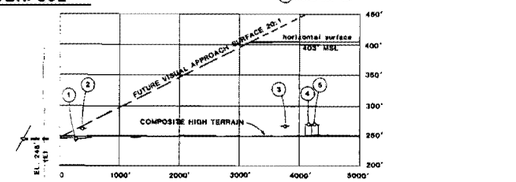



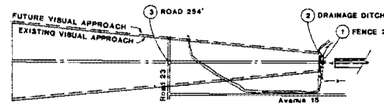



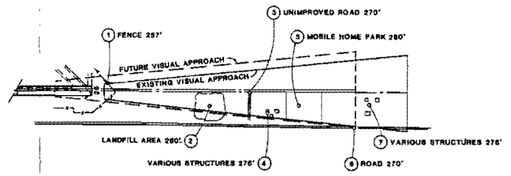




**RUNWAYS 12R/30L**

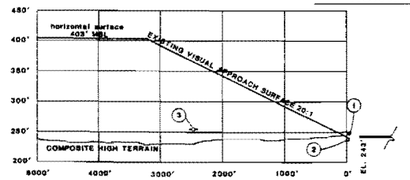


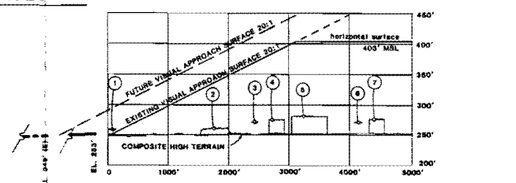




**RUNWAYS 7/25**




NOTES:

1. ALL ELEVATIONS ARE MEAN SEA LEVEL (MSL).
2. ELEVATIONS INCLUDE THE FOLLOWING VEHICLE CLEARANCE REQUIREMENTS: ROAD - 15', PRIVATE ROAD 10'
3. ●- OBJECTS PENETRATING APPROACH SURFACE
   ○- OBJECTS NOT PENETRATING APPROACH SURFACE
4. SOURCE: UNITED STATES GEOLOGICAL SURVEY TOPOGRAPHIC MAPS.
5. DATA BASED ON AVAILABLE INFORMATION FROM SOURCE LISTED, UNCONFIRMED BY FIELD SURVEYS.
6. (E) DENOTES ESTIMATED ELEVATION.

| NO. | REVISION | BY | APP'D | DATE | MARKS |
|---|---|---|---|---|---|

# MADERA MUNICIPAL AIRPORT
## MADERA, CALIFORNIA

## AIRSPACE PLAN

**HODGES & SHUTT**
AVIATION PLANNING SERVICES
AIRPORT CONSULTANTS & ENGINEERS
Santa Rosa, California

| | | | |
|---|---|---|---|
| DESIGNED BY: | APPROVED BY: | | DATE: July 1988 |
| DRAWN BY: MRA | CHECKED BY: | SCALE: AS SHOWN | SHEET: 4 OF 4 |

## RUNWAY DATA

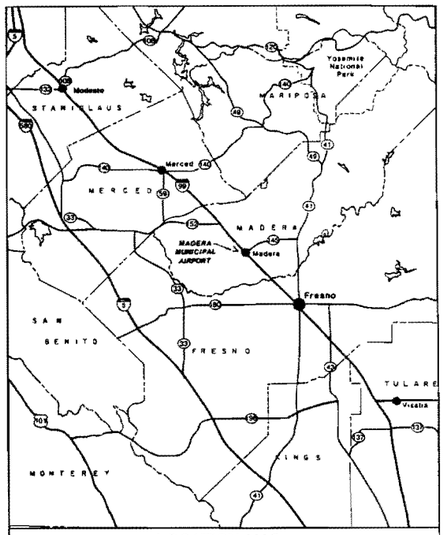
| | | RUNWAY 12(L)–30(R) | | RUNWAY 7–25 | | RUNWAY 12R–30L |
|---|---|---|---|---|---|---|
| | | EXISTING | FUTURE | EXISTING | FUTURE | FUTURE |
| RUNWAY CLASSIFICATION | | GENERAL UTILITY II | SAME | RESTRICTED | SAME | GENERAL UTILITY I |
| AIRPORT REFERENCE CODE | | B–II | SAME | A–I | SAME | B–II |
| PHYSICAL LENGTH AND WIDTH | | 4,500' X 150' | 5,500' X 100' | 3,980' X 150' | 3,200' X 60' | 3,800' X 75' |
| EFFECTIVE GRADIENT | | 0.11 | SAME | 0.25 | SAME | 0.13 |
| PAVEMENT STRENGTH (1000#) S/D/DT | | 28 S | 32 S | 28 S | SAME | 12.5S |
| APPROACH TYPE FAR PART 77 CATEGORY | RUNWAY ENDS: 12/7/12R | VISUAL–A(V) | NON–PRECISION–C(NP) | VISUAL–A(V) | SAME | VISUAL–A(V) |
| | RUNWAY ENDS: 30/25/30L | NON–PRECISION–A(NP) | PRECISION–PIR | VISUAL–A(V) | SAME | VISUAL–A(V) |
| APPROACH SLOPE: REQUIRED/CLEAR | RUNWAY ENDS: 12/7/12R | 20:1/50:1 | 50:1/50:1 | 20:1/50:1 [F] | SAME | 20:1/20:1 |
| | RUNWAY ENDS: 30/25/30L | 20:1/10:1 [F] | 20:1/20:1 | 20:1/50:1 | SAME | 20:1/20:1 |
| APPROACH AND LANDING AIDS | RUNWAY ENDS: 12/7/12R | NONE | REIL | NONE | SAME | NONE |
| | RUNWAY ENDS: 30/25/30L | REIL/VASI | MLS\ILS\MALSR | NONE | SAME | NONE |
| RUNWAY LIGHTING | | MED. INTENSITY | SAME | NONE | SAME | NONE |
| TAXIWAY LIGHTING | | NONE | SAME | NONE | SAME | NONE |
| RUNWAY MARKING | | NON–PRECISION | PRECISION | RESTRICTED | SAME | BASIC |

## AIRPORT DATA

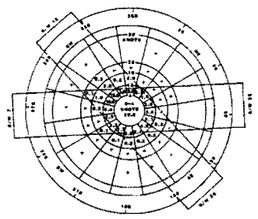
| | | EXISTING | FUTURE |
|---|---|---|---|
| AIRPORT SERVICE LEVEL (NPIAS) | | GENERAL AVIATION | SAME |
| AIRPORT REFERENCE POINT [C] | Latitude | 36° 59' 09" N | 36° 59' 13" |
| | Longitude | 120° 06' 39" W | 120° 06' 44" |
| AIRPORT ELEVATION (MSL) | | 253 | SAME |
| MEAN MAX. TEMP. (Hottest month) | | 100° F | SAME |
| TERMINAL NAVIGATIONAL AIDS | | VOR | ILS/VOR/NDB |
| AIRPORT ACREAGE | Fee Simple | 595 | 631 |
| | Easement [E] | 0 | 238 |
| BASED AIRCRAFT SPACES | City Tiedowns | 64 | 49 |
| | T–Hangars | 44 | 80 |
| | Box Hangars | 1 | 5 |
| | FBO Area (Approx.) | 12 | 25 |
| TRANSIENT AIRCRAFT SPACES (City) | | 10 | 16 |

## RUNWAY END COORDINATES [C]

| | | | EXISTING | FUTURE |
|---|---|---|---|---|
| RUNWAY: | 7 | Latitude | 36° 59' 01" | SAME |
| | | Longitude | 120° 07' 05" | SAME |
| RUNWAY: | 25 | Latitude | 36° 59' 01" | SAME |
| | | Longitude | 120° 06' 18" | 120° 06' 28" |
| RUNWAY: | 12(L) | Latitude | 36° 59' 31" | 36° 59' 39" |
| | | Longitude | 120° 06' 57" | 120° 07' 05" |
| RUNWAY: | 30(R) | Latitude | 36° 59' 00" | SAME |
| | | Longitude | 120° 06' 17" | SAME |
| RUNWAY: | 12 R | Latitude | N\A | 36° 59' 27" |
| | | Longitude | N\A | 120° 07' 03" |
| RUNWAY: | 30 L | Latitude | N\A | 36° 59' 00" |
| | | Longitude | N\A | 120° 06' 27" |

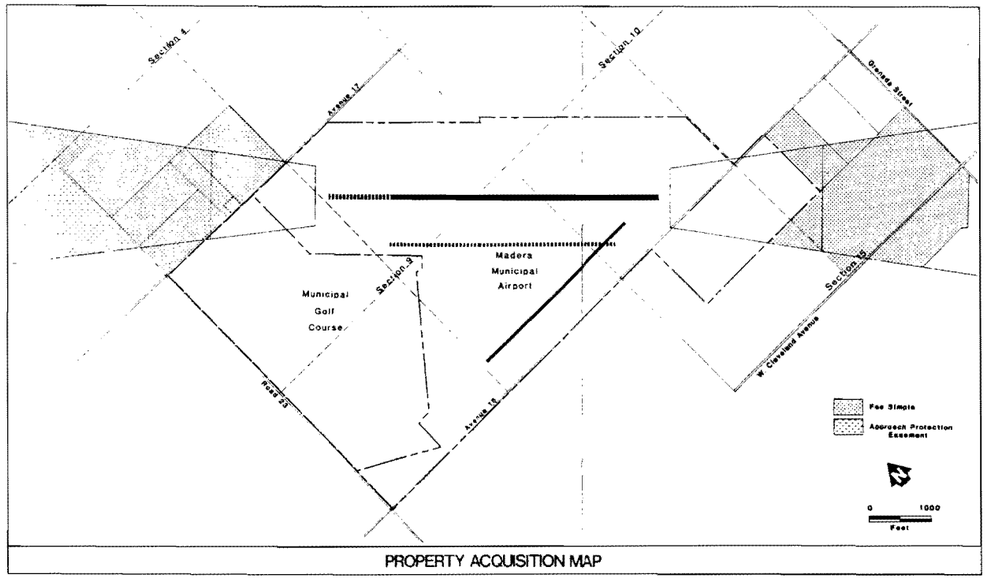



LOCATION MAP



**ALL WEATHER WIND ROSE**

SOURCE: NATIONAL CLIMATIC CENTER (FRESNO AIR TERMINAL)
WIND DATA: U.S. DEPT. of COMMERCE (MPH) WEATHER BUREAU 1951–1960
TOTAL (12 MPH): RUNWAY 12–30 – 96.9%
RUNWAY 7–25 – 96.0%
COMBINED – 99.7%



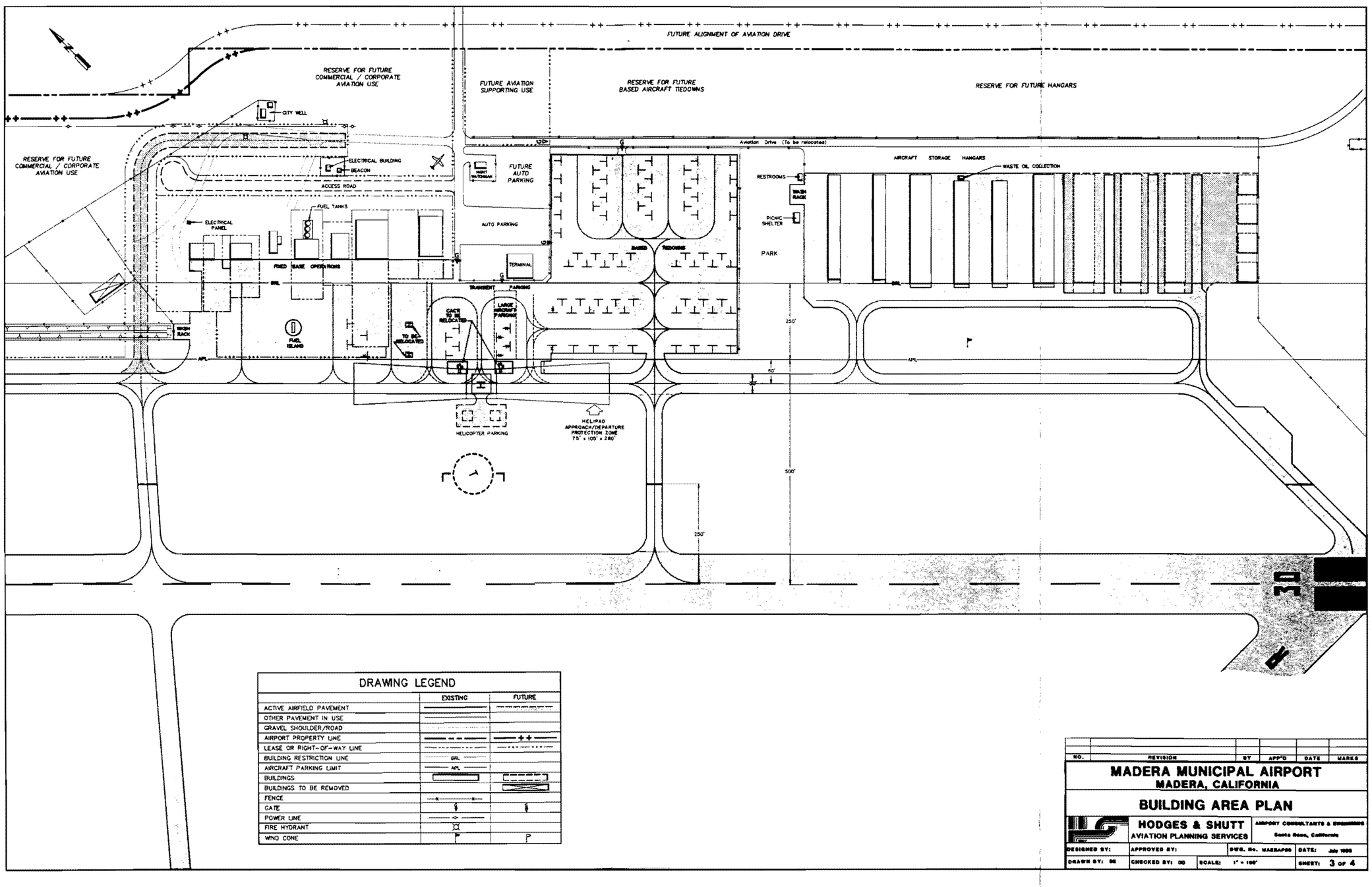

PROPERTY ACQUISITION MAP

| NO. | REVISION | BY | APP'D | DATE | MARKS |
|---|---|---|---|---|---|
| | | | | | |

# MADERA MUNICIPAL AIRPORT
## MADERA, CALIFORNIA
## ALP DATA SHEET

HODGES & SHUTT
AVIATION PLANNING SERVICES
AIRPORT CONSULTANTS & ENGINEERS
Santa Rosa, California

| | | | |
|---|---|---|---|
| DESIGNED BY: DD | APPROVED BY: | | DATE: July 1983 |
| DRAWN BY: AL | CHECKED BY: | SCALE: AS SHOWN | SHEET: 2 OF 4 |




## DRAWING LEGEND

| | EXISTING | FUTURE |
|---|---|---|
| ACTIVE AIRFIELD PAVEMENT | | |
| OTHER PAVEMENT IN USE | | |
| GRAVEL SHOULDER/ROAD | | |
| AIRPORT PROPERTY LINE | | |
| LEASE OR RIGHT-OF-WAY LINE | | |
| BUILDING RESTRICTION LINE | BRL | |
| AIRCRAFT PARKING LIMIT | APL | |
| BUILDINGS | | |
| BUILDINGS TO BE REMOVED | | |
| FENCE | | |
| GATE | | |
| POWER LINE | | |
| FIRE HYDRANT | | |
| WIND CONE | | |

| NO. | REVISION | BY | APP'D | DATE | MARKS |
|---|---|---|---|---|---|
| | | | | | |

# MADERA MUNICIPAL AIRPORT
## MADERA, CALIFORNIA

## BUILDING AREA PLAN

HODGES & SHUTT
AVIATION PLANNING SERVICES

AIRPORT CONSULTANTS & ENGINEERS
Santa Rosa, California

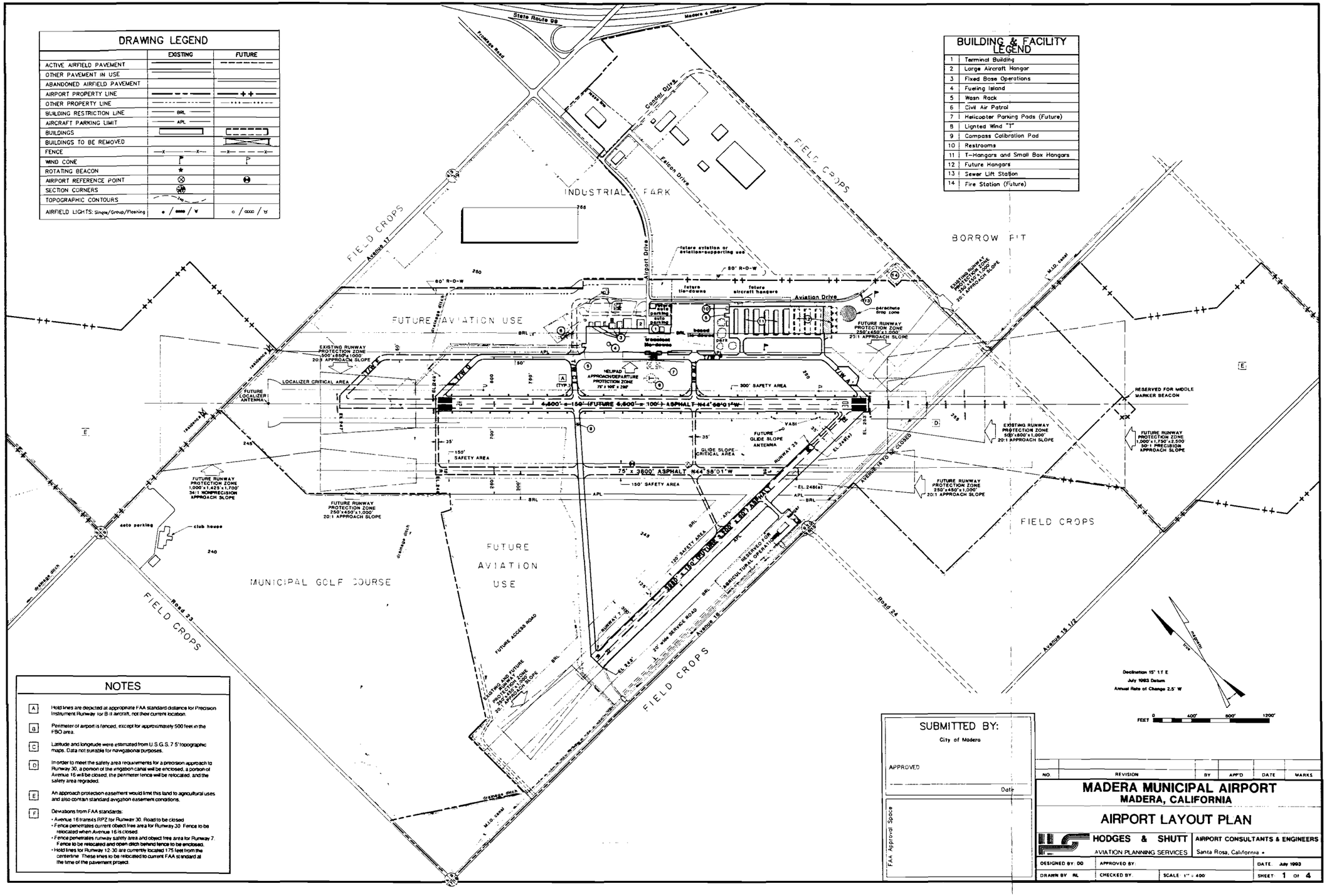
| | | | |
|---|---|---|---|
| DESIGNED BY: | APPROVED BY: | DWG. No. MAERAP06 | DATE: July 1998 |
| DRAWN BY: DE | CHECKED BY: DD | SCALE: 1" = 100' | SHEET: 3 OF 4 |

## DRAWING LEGEND

| | EXISTING | FUTURE |
|---|---|---|
| ACTIVE AIRFIELD PAVEMENT | | |
| OTHER PAVEMENT IN USE | | |
| ABANDONED AIRFIELD PAVEMENT | | |
| AIRPORT PROPERTY LINE | | |
| OTHER PROPERTY LINE | | |
| BUILDING RESTRICTION LINE | BRL | |
| AIRCRAFT PARKING LIMIT | APL | |
| BUILDINGS | | |
| BUILDINGS TO BE REMOVED | | |
| FENCE | —x—x— | —x—x— |
| WIND CONE | | |
| ROTATING BEACON | | |
| AIRPORT REFERENCE POINT | | |
| SECTION CORNERS | | |
| TOPOGRAPHIC CONTOURS | | |
| AIRFIELD LIGHTS: Single/Group/Flashing | • / ▪▪▪ / ✳ | ○ / ▫▫▫ / ✳ |

## BUILDING & FACILITY LEGEND

| | |
|---|---|
| 1 | Terminal Building |
| 2 | Large Aircraft Hangar |
| 3 | Fixed Base Operations |
| 4 | Fueling Island |
| 5 | Wash Rack |
| 6 | Civil Air Patrol |
| 7 | Helicopter Parking Pads (Future) |
| 8 | Lighted Wind "T" |
| 9 | Compass Calibration Pad |
| 10 | Restrooms |
| 11 | T-Hangars and Small Box Hangars |
| 12 | Future Hangars |
| 13 | Sewer Lift Station |
| 14 | Fire Station (Future) |




## NOTES

A. Hold lines are depicted at appropriate FAA standard distance for Precision Instrument Runway for B-II aircraft, not their current location.

a. Perimeter of airport is fenced, except for approximately 500 feet in the FBO area.

C. Latitude and longitude were estimated from U.S.G.S. 7 5' topographic maps. Data not suitable for navigational purposes.

D. In order to meet the safety area requirements for a precision approach to Runway 30, a portion of the irrigation canal will be enclosed, a portion of Avenue 16 will be closed, the perimeter fence will be relocated, and the safety area regraded.

E. An approach protection easement would limit this land to agricultural uses and also contain standard avigation easement conditions.

F. Deviations from FAA standards:
- Avenue 16 transits RPZ for Runway 30. Road to be closed.
- Fence penetrates current object free area for Runway 30. Fence to be relocated when Avenue 16 is closed.
- Fence penetrates runway safety area and object free area for Runway 7. Fence to be relocated and open ditch behind fence to be enclosed.
- Hold lines for Runway 12-30 are currently located 175 feet from the centerline. These lines to be relocated to current FAA standard at the time of the pavement project.

SUBMITTED BY:
City of Madera

APPROVED

Date

FAA Approval Space

| NO. | REVISION | BY | APP'D | DATE | MARKS |
|---|---|---|---|---|---|

# MADERA MUNICIPAL AIRPORT
## MADERA, CALIFORNIA

## AIRPORT LAYOUT PLAN

HODGES & SHUTT
AVIATION PLANNING SERVICES
AIRPORT CONSULTANTS & ENGINEERS
Santa Rosa, California

| | | | |
|---|---|---|---|
| DESIGNED BY: DD | APPROVED BY: | | DATE: July 1993 |
| DRAWN BY: RL | CHECKED BY: | SCALE: 1" = 400 | SHEET: 1 OF 4 |

# 4

# Background and Inventory

# 4

# Background and Inventory

## COMMUNITY PROFILE

A community affects an airport located in its vicinity in two ways. The need for aviation facilities and services at an airport is generated by the community which the airport serves. The type of development around an airport shapes (and may limit) how an airport responds to the demand for facilities and services. In turn, an airport affects the community in which it is located. An airport produces economic benefits in the community. Airport activities also have environmental effects upon the airport's surroundings. A general understanding of the community is, therefore, essential to the preparation of an airport master plan.

Madera is a community of approximately 30,000 inhabitants located in southwestern Madera County. The City is located in the heart of the San Joaquin Valley, approximately 30 miles north of the City of Fresno. The City is a gateway to Yosemite National Park, which lies 115 miles to the northeast. Agriculture and the related food processing industry remain the dominant sources of employment. Table 2 highlights some of Madera's other existing characteristics and forecast trends.

## AERONAUTICAL SETTING

### Area Airports

There are 18 airports within a 25-nautical-mile radius of Madera Municipal Airport. Of these, only six are public use airports. Fresno-Chandler and Sierra Sky Park are the only general aviation airports offering services and facilities comparable to Madera Municipal Airport. Fresno Air Terminal is a major aviation facility and the only airport within this area which has airline service. Although it is located approximately 37 miles northwest of Madera Municipal Airport, Castle Air Force Base should also be noted. This airfield is regularly – sometimes intensively – used for military aircraft training. Table 3 summarizes selected major features of these airports and Figure 4 shows their location.

### Area Airspace

The airspace in the vicinity of Madera Municipal Airport is moderately complex (Figure 4). Essentially all of the airspace overlying the Airport is controlled airspace. That is, within this area some or all of the aircraft may be subject to air traffic control procedures. The principal com-

## GEOGRAPHY

### *Location*

- 21 miles north of Fresno.
- 115 miles south of Yosemite National Park.
- Southwestern Madera County near the center of the San Joaquin Valley.
- 105 miles southeast of San Francisco; 21 miles north of Fresno.

### *Size*

- 10.13 square miles within incorporated city limits.

### *Topography*

- City lies in the San Joaquin Valley.
- Average elevation of city is 270 feet.
- Sierra Nevada to east reaches height of approximately 14,500 feet.

## SURFACE TRANSPORTATION

### *Major Highways*

- Principal route is State Highway 99, a four-lane freeway which is a major north-south corridor through the California Central Valley.
- Other major route is Highway 145, a two-lane road running northeast to Yosemite and south to Interstate 5.

### *Railroads*

- Southern Pacific Transportation Company offers freight service along its line which runs adjacent to Highway 99.

### *Public Transportation*

- Regional and interstate service is offered by Greyhound Lines via Highway 99.
- Local bus service is provided by Madera County Dial-a-Ride.
- Amtrack offers passenger service from a station just outside of the City of Madera.

## POPULATION AND ECONOMY

### *Current Population*

- Madera County population estimated at 81,558 as of January 1988.

### *Projected Population*

- Population projections for City of Madera:

| 1995 |
|---|
| 38,000 |

- Population projections for County of Madera:

| 1995 | 2000 |
|---|---|
| 102,606 | 115,522 |

### *Basis of Economy*

- Agriculture continues to be the largest industry. The top five crops are: Grapes for raisins, grapes for wine, almonds, cotton and milk.
- Food processing is the dominant sector in manufacturing.

## CLIMATE

### *Temperatures*

| | | | |
|---|---|---|---|
| • Hottest month (July) | — average high: | 99.1° F. |
| | average low: | 61.1° F. |
| • Coldest month (January) | — average high: | 54.4° F. |
| | average low: | 36.2° F. |

### *Precipitation and Fog*

- Average annual rainfall: 10.0 inches, mostly between November and March.
- Fog: common during rainy season.

### *Winds*

- Prevailing winds from the northwest.

**Table 2**

# Community Profile

## Madera Municipal Airport

| | Location | | | | Based[2] | | Facilities[3] | | | | Services[4] | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Airport | Community | County | Direction[1] | Owner | Use | A/C | Rwys | Long | Surf | Lgt | Appr | Gas | Jet | Mntn | Rent | Food | CT | Pagr |
| Madera | Madera | Madera | - | City | Pub | 98 | 2 | 4500 | Asph | Yes | NP | x | x | x | x | - | - | - |
| Arnold Ranch | Madera | Madera | 18 SE | Pvt | Pvt | 2 | 1 | 1700 | Turf | No | Vis | - | - | - | - | - | - | - |
| Bland Field | Kerman | Fresno | 20 S | Pvt | Pvt | 2 | 1 | 2000 | Turf | No | Vis | - | - | - | - | - | - | - |
| Chapman Farms | Chowchilla | Madera | 15 NW | Pvt | Pvt | 1 | 1 | 3000 | Asph | No | Vis | - | - | - | - | - | - | - |
| Chowchilla | Chowchilla | Madera | 12 NW | City | Pub | 28 | 1 | 3250 | Asph | Yes | Vis | - | - | - | - | - | - | - |
| Daulton | Raymond | Madera | 12 N | Pvt | Pvt | 2 | 1 | 3500 | Dirt | No | Vis | - | - | - | - | - | - | - |
| Dubois Ranch | Kerman | Fresno | 19 S | Pvt | Pvt | 1 | 2 | 2640 | Dirt | No | Vis | - | - | - | - | - | - | - |
| El Peco Ranch | Madera | Madera | 7 SW | Pvt | Pvt | 1 | 1 | 3000 | Turf | No | Vis | - | - | - | - | - | - | - |
| Firebaugh | Firebaugh | Fresno | 21 SW | City | Pub | 30 | 1 | 3100 | Asph | Yes | Vis | - | - | - | - | - | - | - |
| Fresno Air Terminal | Fresno | Fresno | 25 SE | City | Pub | 271 | 2 | 9222 | Conc | Yes | Prec | x | x | x | x | x | x | x |
| Fresno Chandler | Fresno | Fresno | 24 SE | City | Pub | 148 | 2 | 3200 | Asph | Yes | NP | x | - | x | x | - | - | - |
| Hawa | Madera | Madera | 8 W | Pvt | Pvt | 0 | 1 | 2600 | Dirt | No | Vis | - | - | - | - | - | - | - |
| Johnson Ranch | La Grand | Merced | 18 NW | Pvt | Pvt | 1 | 1 | 2200 | Dirt | No | Vis | - | - | - | - | - | - | - |
| Mendota | Mendota | Fresno | 23 SW | City | Pub | 4 | 1 | 2700 | Asph | No | Vis | - | - | - | - | - | - | - |
| Red Top Ranch | Dos Palos | Madera | 23 NW | Pvt | Pvt | 0 | 1 | 2350 | Asph | No | Vis | - | - | - | - | - | - | - |
| Sallaberry Ranchstrip | Madera | Madera | 5 NW | Pvt | Pvt | 0 | 1 | 2100 | Dirt | No | Vis | - | - | - | - | - | - | - |
| Sierra Sky Park | Fresno | Fresno | 16 SE | Pvt | Pub | 81 | 1 | 2920 | Asph | No | Vis | x | - | x | x | - | - | - |
| Triangle T Ranch | Chowchilla | Madera | 20 W | Pvt | Pvt | 0 | 1 | 2200 | Dirt | No | Vis | - | - | - | - | - | - | - |
| Yosemite Hidden Lake Ranch | Raymond | Madera | 14 NE | Pvt | Pvt | 0 | 1 | 3720 | Dirt | No | Vis | - | - | - | - | - | - | - |

[1] Distance (in Nautical Miles) and Direction from Madera Municipal Airport

[2] 1987 California Division of Aeronautics data

[3] Facilities: Rwys = Number of Runways
Long = Length of Longest Runway (feet)
Surf = Runway Surface (concrete/asphalt/turf/dirt)
Lgt = Runway Lighted (yes/no)
Appr = Approach Type (precision/nonprecision/visual)

[4] Services: Gas = Aviation Gasoline
Jet = Jet Fuel
Mntn = Aircraft Maintenance
Rent = Aircraft Rental
Food = Restaurant
CT = Air Traffic Control Tower
Pagr = Scheduled Passenger Airline Service

**Table 3**

# Area Airports

## Madera Municipal Airport

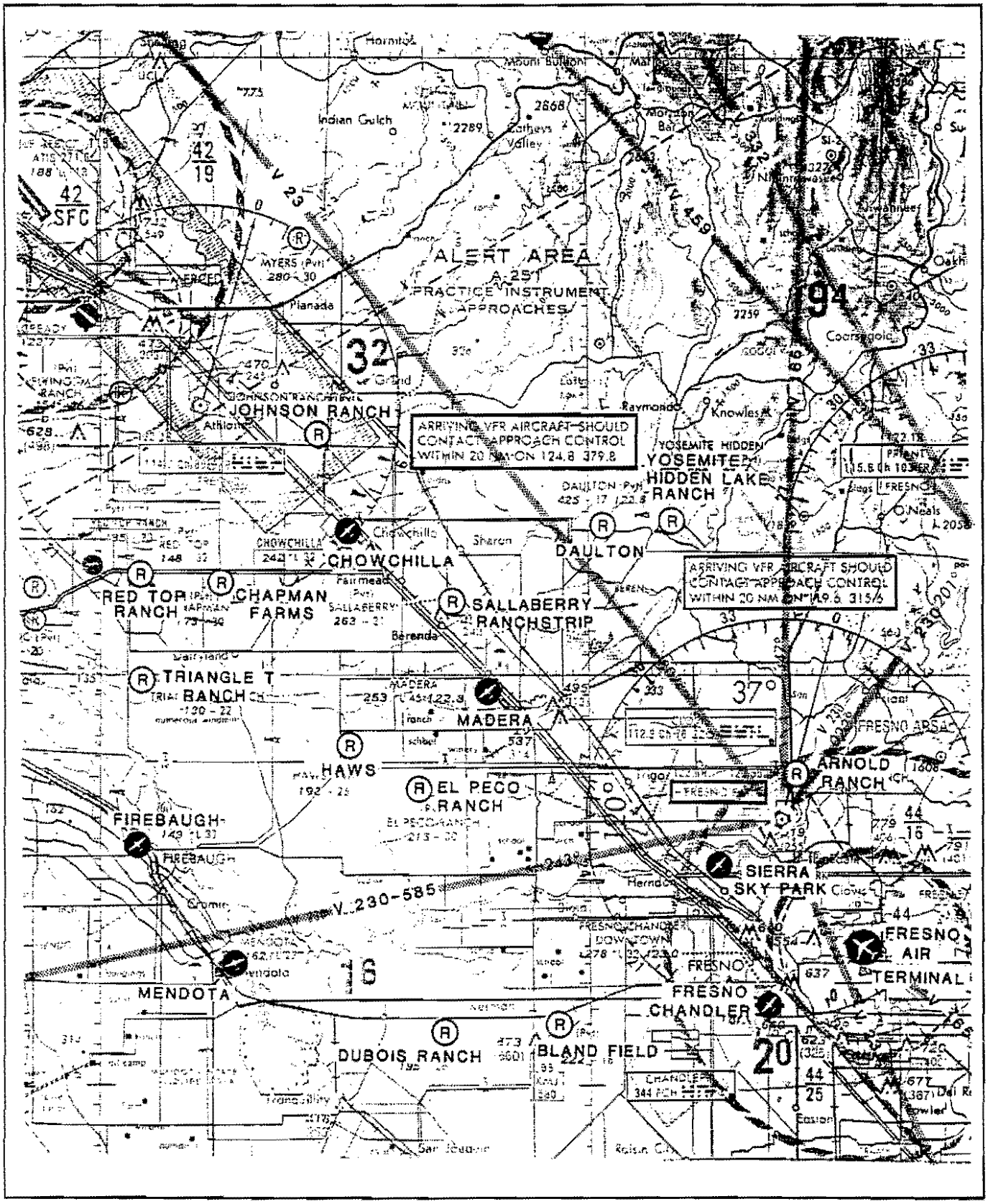



**Figure 4**

## Area Airports

### Madera Municipal Airport

ponents of the airspace are described below.

***Madera Municipal Airport***: Controlled airspace begins at 700 feet above ground level (AGL). A Transition Area overlies the Airport which permits aircraft to remain within controlled airspace during instrument approaches. Elsewhere in the Airport's environs controlled airspace begins at 1,200 feet AGL.

***Airport Radar Service Area (ARSA)***: ARSA's have been established for both Fresno Air Terminal and Castle Air Force Base. The ARSA's consist of airspace defined by an inner ring 10 nautical miles in diameter and an outer ring 20 nautical miles in diameter. Before entering the ARSA's inner ring, aircraft must establish two-way communication with the flight controllers. ARSA's were created to enhance safety by requiring all aircraft within its boundaries to be in contact with the flight controllers. Participation is voluntary within the outer ring.

***Victor Airways***: Within controlled airspace, a nationwide network of defined air traffic routes have been established. These Low Altitude Federal Airways (Victor Airways) follow electronic signals radiating from a series of Very High Frequency Omnidirectional Range (VOR) stations. As illustrated in Figure 4, two of these airways pass near Madera Municipal Airport. V 23 passes seven miles to the east and V 230-585 passes nine miles to the south.

# MADERA MUNICIPAL AIRPORT

## Environs

Nearby land uses are predominantly agricultural. However, this is rapidly changing to the west and south. Over the last several years, new industrial uses have continued to be added to the City-owned industrial park immediately east of the Airport. New residential uses are being developed south of the Airport. The introduction of residential uses dramatically increases the importance of planning for land use compatibility. This topic is addressed in detail in Chapter 9.

## Airport Development

Through a 1941 agreement with the Federal Government, the City of Madera acquired the land for the development of an airport. Using funds from the Defense Landing Area Program, the U.S. Corps of Engineers completed construction of the airfield in 1943. The basic airfield has not significantly changed since its construction. The most visible

changes have been the expansion of aircraft parking aprons and the addition of the terminal, and hangars for fixed base operations and aircraft storage.

The original airport encompassed 966 acres. Since that time, the FAA has released portions of the designated airport property permitting development of an industrial park and municipal golf course. The City acquired approximately 80 acres underlying the runway protection zone for Runway 30. Approximately 595 acres are currently dedicated to aviation use. Appendix A provides a brief inventory of the Airport's existing facilities.

## Navigation and Communication Facilities

A nonprecision instrument approach exists for Runway 30. The two most important communications facilities for operations at Madera Municipal Airport are the Unicom (operated by the City) and the Fresno Approach Control (operated by the FAA). The Unicom is monitored from 7:30 a.m. to 4:30 p.m. Fresno Approach Control operates 24 hours per day. Table 4 summarizes this information and provides supplemental information.

**Air Traffic Control Services:**

| | |
|---|---|
| Enroute Traffic Control | San Francisco ARTCC |
| Approach Control | Fresno Approach Control |
| Local Traffic Advisories | Madera Unicom |
| Flight Service Station | Fresno |

**Navigational Aids:**

Off-Airport VORTAC (Clovis)

**Visual Approach Procedures**

Standard, left-hand pattern – Runways 30 and 25
Standard, right-hand pattern – Runways 12 and 7
Pattern Altitude: 1,253 feet MSL[1] (1,000 feet AGL[2])

**Instrument Approach Procedures:**

| | Weather Minimums | |
|---|---|---|
| Approach Procedure[3] | Ceiling (AGL)[4] | Visibility (Statute) |
| VOR Runway 30 | 687 feet | 1 mile |

1 Mean Seal Level

2 Above Ground Level

3 Straight-in Approach

4 Assumes use of Fresno altimeter setting

Table 4

## Air Navigational Facilities

**Madera Municipal Airport**

# 5

# Airport Role

# 5

# Airport Role

## PRESENT

As is typical of the public-use, general aviation airports serving growing communities across the county, Madera Municipal Airport has all of the basic services and facilities required to support business and personal aviation use. The primary aeronautical role which this type of airport plays is as a general aviation access point to its community. This access role consists of three principal functions:

- **A base for aircraft owned by local residents and businesses.** The Airport's proximity to the City is a significant advantage to aircraft owners who do not need the additional facilities and services of the more distant Fresno Air Terminal.

- **An air travel arrival and departure point for people visiting the community, whether for company or personal business, or for recreational purposes.** The availability of the airfield should be counted as an important component of the City's economic diversification efforts.

- **A place where emergency or relief services can reach the community by air.** The speed of air transportation through the local airport can be critically important when prompt response to an emergency is necessary.

In addition to its role as an aviation access point, Madera Municipal Airport has several secondary roles, many of which are common to community airports:

- **An on-airport site and marketplace for local businesses and commercial enterprises to provide aviation-related services.** The six fixed base operations provide full-time employment for 27 people.

- **An uncongested site for transient flight-training activities.** Madera's runway length, parallel taxiway, instrument approach, uncontrolled operations (i.e., not having an air traffic control tower), and limited

nearby residential areas make it an excellent facility for pilots. In addition to the more common single-engine training aircraft, the Airport is regularly used by twin-engine turboprops as part of American Eagle's flight-training program.

- **A specialized recreational resource for the community's citizens.** To many pilots who fly primarily as a recreational activity, flying is fun and affordable only at a quiet, relatively inexpensive airport such as Madera Municipal Airport. Also, aviation enthusiasts who are not pilots like to visit small airports to talk about and watch airplanes. The Annual Gathering of Warbirds and the annual Remote Control Air Races event attract over 50,000 visitors from around the world.

- **A bad-weather alternative to other Central Valley airports.** Despite the full instrument landing system available at both Fresno Air Terminal, seasonal ground fog regularly prevents landings. Although Madera Municipal Airport is affected by the same general weather patterns as Fresno, it is not unusual for minor variations in visibility to permit instrument landings at Madera Municipal when Fresno remains closed.

## FUTURE

The future facility requirements for Madera Municipal Airport will be shaped by the role selected for the Airport and the actual demand for aviation services. These factors will also affect the off-airport impacts associated with operation of the Airport. Five future scenarios were evaluated for potential applicability to the Madera Municipal Airport:

| | |
|---|---|
| **Base case:** | the most probable future for the Airport; it assumes continuance of the existing uses with a modest increase in the number of turboprop and turbojet aircraft. |
| **Air Attack:** | relocation of the Fresno Air Attack Base to Madera. |
| **Airline:** | airline service is established. |
| **Cargo:** | development of cargo service. |
| **Regional Service:** | establishment of large-scale fixed base operations with a regional/interstate clientele. |

### Base Case

This scenario envisions a continuation of the current mix of aircraft at the Madera Municipal Airport. There would be a gradual expansion of the existing uses at the Airport, with a modest increase in the number of turboprop and turbofan (jet) operations.

## Air Attack

Fresno Air Terminal currently has an Air Attack Base jointly operated by the California Department of Forestry and Fire Protection, and the U.S. Forest Service (CDF/USFS). The typical complement of fire fighting aircraft includes both tankers (e.g., DC-7's) and air attack aircraft (i.e., Gruman S-2). CDF/USFS announced several years ago that the agencies wished to substantially upgrade their facility. Given this interest in a new facility and the increasing concern over noise at the Fresno Air Terminal, it is plausible that CDF/USFS might wish to relocate their facility. Madera Municipal Airport could be one of the possible sites for the new facility.

CDF/USFS recently completed an agreement with the City of Fresno (which operates the Fresno Air Terminal) which will result in the Air Attack Base continuing to be based at Fresno Air Terminal. As a result of the agreement, it is anticipated that a new facility will be constructed in a new location at Fresno in 1991. This effectively eliminates the possibility that Madera Municipal Airport will be a candidate site for an air attack base.

## Airline

Scheduled airline service is not presently available at Madera Municipal Airport. However, the airfield at Madera Municipal Airport could accommodate commercial airline aircraft as large as the 30-passenger Embraer Brasilia. It is therefore appropriate to evaluate the potential for scheduled passenger service.

Madera Municipal Airport's proximity to Fresno Air Terminal greatly limits its potential market. If scheduled service is ever offered, the volume of passenger enplanements would be highly dependent upon the frequency of flights, the types of aircraft used, the fares charged, and other service-related factors. For passenger service to be successful, it would probably be dependent upon a very narrow market. This service could be expected to be interrupted or discontinued in response to minor changes in the services offered at Fresno Air Terminal. In any case, the limited number of flights which can be envisioned would not significantly affect operational projections. The potential facility implica-

tions are discussed in the Building Area Development chapter of this report.

## Cargo

Three broad types of all-cargo operations were evaluated: general, agricultural, and small-package. These three categories cover the range of all-cargo operations which could conceivably operate from Madera Municipal Airport using large turbine-powered aircraft. Additionally, the specific potential for cargo operations associated with the new Gottschalk's distribution facility were evaluated.

### *General*

The general air cargo industry is even more concentrated than that of the major passenger carriers. The advent of the large air-carrier jets (e.g., Boeing 747) dramatically increased the volume of cargo that could be carried in the bellies of passenger aircraft. This resulted in a decline in the number of all-cargo aircraft. The few remaining all-cargo airlines have concentrated their operations at a few major air carrier airports (e.g., San Francisco International). It is considered to be highly unlikely that a general air cargo airline would seek to operate from Madera Municipal Airport.

### *Agricultural*

The prominence of agriculture in the region surrounding Madera offers the potential that agricultural commodities could sustain an all-cargo operation. Two conditions must be met for an agricultural cargo operation to succeed:

1. There must be local products with high enough value per weight and volume to justify transport by air.

2. There must be a product(s) which can be back-hauled to pay for the return trip of the aircraft.

No local products have been identified which would satisfy the first condition. Finding a suitable commodity to back-haul would be expected to be difficult because of the availability of belly-haul and all-cargo transport directly to the major metropolitan areas. Also, agricultural commodities are generally not very time/convenience-sensitive. Trucking commodities to Fresno, San Francisco, or even Los Angeles would typically be acceptable. Therefore, it is judged unlikely that an agricultural cargo operation would be established at Madera Municipal Airport.

### *Small-package*

The current national trend with the small-package shippers (e.g. United Parcel Service and Federal Express) continues to be the establishment of regional distribution centers in primary or secondary air carrier airports in major metropolitan areas. However, because of the predominance of night aircraft operations (and the attendant noise) by these shippers, the development of these new centers is frequently controversial. It is plausible that these small-package operations will begin seeking airports outside of the major metropolitan areas. It is, therefore, appropriate to evaluate the potential for establishment of a small-package cargo operation at Madera Municipal Airport.
Assuming that Boeing 727's were the most demanding aircraft used, the airfield facilities required to support the small-package option include:

- A 10,000-foot runway.
- A minimum pavement strength of 160,000 pounds for the runway, and exit and parallel taxiways.

Construction of a 10,000-foot runway would require the existing runway length to be more than doubled. Avenue 17 and, possibly, Road 23 would need to be relocated. Closure of Avenue 17 is seen as infeasible as it serves as a major connection to Highway 99. From the information currently available, it is judged unlikely that a small-package shipping facility will be established at Madera Municipal Airport during the 20-year planning period.

### *Gottschalk's*

Gottschalk's is a California-based department store chain headquartered in Fresno. A distribution center for this chain was recently completed on land immediately adjacent to the Madera Municipal Airport. Research was conducted to determine if it was possible that this proximity might result in cargo operations at Madera Municipal Airport.

Gottschalk's does import goods from various Pacific Rim counties. Currently, almost all goods are transported in containers aboard ships. The only exceptions are very small quantities of samples, which are shipped by air. Orders from Pacific Rim manufactures are made far enough in advance of need that lower cost ship transport can be used. Gottschalk's staff does not anticipate that this pattern will change.

## Regional Service

The runway at Madera Municipal Airport is 4,500 feet in length, 150 feet wide, and capable of accommodating single-wheeled aircraft weighing up to 28,000 pounds. In order to be a significant departure from the

existing scale of maintenance/service facilities, the new fixed base operations would need to be large-scale, high-value businesses drawing customers from throughout the region – region in the sense of Western United States. Within the range of general aviation services which fit this broad category, two categories were identified which represent the range of possible businesses: corporate aircraft maintenance and aircraft modification.

**Corporate aircraft maintenance:** The bearing capacity of the airfield pavement is limited to 28,000 pounds wheel weight. Madera Municipal Airport has an advantage in that it is close to an airport with a scheduled passenger service (i.e., Fresno Air Terminal). This makes it easier to transport flight crews to and from the facility. Freight access would also be superior at a site closer to a major metropolitan area.

**Aircraft modification:** The business of retrofitting larger, more sophisticated engines and other after-market modifications has become a major industry in the United States. The limitations of the Airport's location which applies to corporate maintenance also apply to aircraft modification, although to a somewhat lessor degree. More significant is the limitation imposed by the airfield's weight bearing capacity and runway length. To be a significant departure from the scale of services currently offered would require accommodation of large corporate or air carrier aircraft.

## CONCLUSIONS

- The most likely future for Madera Municipal Airport is a continuation of the existing uses with a modest increase in use by turboprop and turbofan aircraft.
- The Fresno Air Attack Base will not be relocated.
- Limited scheduled passenger service is possible, but service could be expected to be interrupted or discontinued in response to minor changes in the services offered at Fresno Air Terminal.
- Development of a small-package cargo operation is not likely to occur during the 20-year planning period.
- The potential for development of some form of large-scale regional aviation business is limited.

# 6

# Airport Activity

# 6

# Airport Activity

## HISTORICAL AVIATION ACTIVITY

An understanding of an airport's current and historic activity forms the basis for projecting and evaluating future facility needs and financial condition. The two primary measures of general aviation activity are the number of aircraft based on the field and the number of aircraft operations which take place there annually.

### Based Aircraft

The number of aircraft based at Madera Municipal Airport showed a steady increase from 1977 (49 aircraft) through 1985 (119 aircraft). The number then declined slightly, but has remained at 98 aircraft for the last two years. This trend generally parallels the trend for other general aviation airports in the Central Valley. Four of the based aircraft are twin-engine, two are helicopters, and the balance are single-engine. Almost two thirds of the based aircraft are owned by residents of the City of Madera. The place of residence of based aircraft owners is summarized in Figure 5.

### Aircraft Operations

As is typical of airports which do not have an air traffic control tower, there are no comprehensive counts of aircraft maintained at Madera Municipal Airport. A sample of operations was made in October-November and January using an acoustical aircraft counter. Based upon this sample, current annual operations are estimated to be 65,000. This includes approximately 2,800 annual operations by aerial applicator aircraft ("crop dusters").

### Instrument Operations

Instrument operations comprise a distinct subcategory of aircraft activity at Madera Municipal Airport. Because these operations are handled by Fresno Approach Control, a count of their occurrence is maintained. The number of approaches has gone up and down over the last eight years as shown below. Weather conditions have undoubtedly contributed to this record.

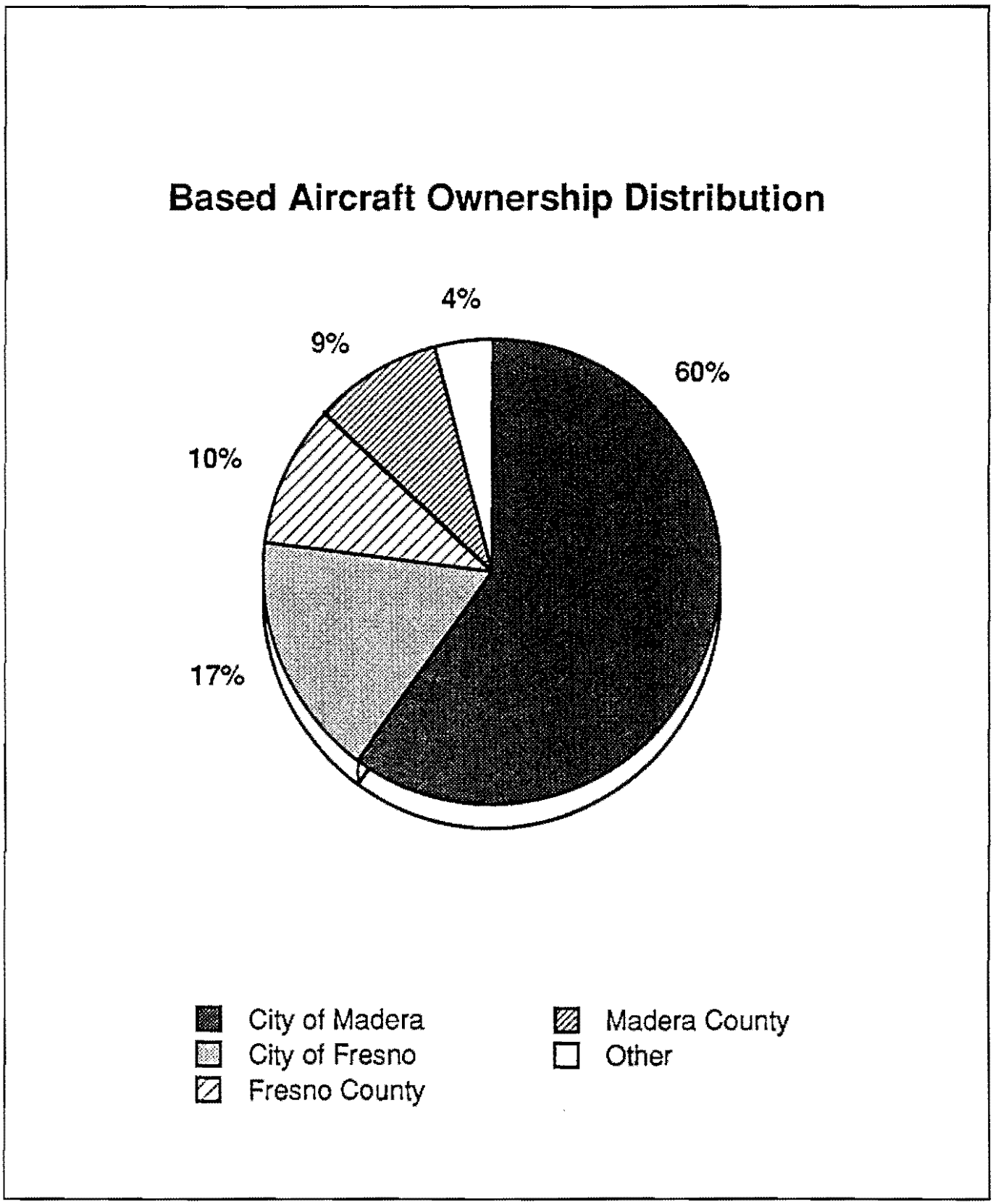



**Figure 5**

## Based Aircraft Ownership Distribution

**Madera Municipal Airport**

| Fiscal Year | 1980 | 1981 | 1982 | 1983 | 1984 | 1985 | 1986 | 1987 |
|---|---|---|---|---|---|---|---|---|
| Instrument Approaches | 32 | 52 | 33 | 87 | 152 | 91 | 0 | 146 |

### Aviation Safety Record

Data from local sources indicates that 29 accidents and lesser incidents have occurred since 1964. Table 5 summarizes the available data on these accidents. There are no indications that airport facilities or operational procedures contributed to any of these accidents.

## BASED AIRCRAFT FORECAST

### Influences on Forecast

Several factors typically influence the demand for aircraft parking space at an airport. Among them are:

- the population of the airport service area;
- the local economy - its strength and the number, type, and size of local businesses;
- the remoteness of the area from major metropolitan centers;
- facilities and services available at the airport;
- the proximity of other airports and the extent of facilities and services provided; and
- aircraft ownership and operational costs.

There has been enough consistency in most of these factors for them to offer significant guidance in forecasting. The greatest uncertainty lies within the aviation industry itself; the last five years have seen major changes in airline service, aircraft manufacturing, and patterns of personal aircraft use. The trends which contributed to the forecast of based aircraft are as follows.

- **Population** - Both Madera County and Madera have experienced significant growth in the last decade. This trend is forecast to continue and there are no obvious physical limitations to this growth.

## Table 5
## AIRCRAFT ACCIDENT SUMMARY

| | 4/11/64 Beech M-35 | 10/7/65 Maule M-4 | 12/7/66 Continental M-1 | 6/16/69 Cessna 172E | 5/29/71 Grumman G-164 | 11/22/71 Hargis JT | 3/17/73 Champion 7 KCAB | 6/30/73 Navion H | 8/8/73 Convair BT -15 |
|---|---|---|---|---|---|---|---|---|---|
| **Phase of Operations** | | | | | | | | | |
| Stationary/taxiing | | | | | | | | | |
| Take off - run | | | | | | | | | |
| Take off - initial climb | | | | | | | | | |
| Landing - in traffic pattern | | | | | | | | | x |
| Landing - final approach | | | x | | | | | | |
| Landing - touchdown/roll out | x | x | | x | | x | | x | |
| In Flight | | | | | | | x | | |
| Other | | | | | | | | | |
| **Nature of Impact** | | | | | | | | | |
| Hard landing/gears/ground loop/etc. | x | x | x | x | | x | | | |
| Undershoot/overshoot | | | | | | | | | |
| Collision with object | | | | | x | | x | | |
| Forced landing | | | | | | | | x | x |
| Uncontrolled descent/impact | | | | | | | | | |
| Collision between a/c in flight | | | | | | | | | |
| Other | | | | | | | | | |
| **Location of Impact** | | | | | | | | | |
| On/adjacent to runway | | | | | | | | | |
| In clear zone | | | | | | | | | |
| In approach zone | | | | | | | | | |
| On airport property | | | x | | | | | x | |
| Off airport | | | | x | | | x | | |
| **Cause/Factors** | | | | | | | | | |
| Pilot - improper operation of controls | x | x | | x | | x | x | | x |
| Pilot - failure to see/avoid object | | | | | | | | | |
| Pilot - inadequate preflight process | | | x | | x | | | x | |
| Fuel exhaustion | | | | | | | | x | |
| Mechanical failure | | | x | x | | | | x | |
| Adverse wind/weather | | | | | x | | | | |
| Other (terrain) | | | | x | | | | | |
| **Miscellaneous Conditions** | | | | | | | | | |
| Time | | | | | x | | | | |
| Weather | | | | | | | | | |
| Student Pilot | | | | | | | | | |
| Injuries (yes/no) | n | n | n | n | | y | | n | |
| Fatalities (yes/no) | n | n | n | n | y | n | y | n | y |

Source: National Transportation Safety Board and Airport Records

Table 5 - continued
**AIRCRAFT ACCIDENT SUMMARY**

| | 9/6/73 Piper PA-28 | 9/29/73 Vultee BT-13A | 11/1/73 Cessna 150G | 6/17/74 Cessna 150J | 11/11/75 Cessna 150 | 12/31/76 Cessna 150L | 7/19/77 Cessna 150 | 7/20/77 Cessna 150 | 9/3/77 Cessna 150 |
|---|---|---|---|---|---|---|---|---|---|
| **Phase of Operations** | | | | | | | | | |
| Stationary/taxiing | | | | | | | | | |
| Take off - run | | | | | | | | | |
| Take off - initial climb | | | | | | | | | |
| Landing - in traffic pattern | | x | | | | | | | |
| Landing - final approach | x | | | x | | x | x | x | x |
| Landing - touchdown/roll out | | | x | | x | | | | |
| In Flight | | | | | | | | | |
| Other | | | | | | | | | |
| **Nature of Impact** | | | | | | | | | |
| Hard landing/gears/ground loop/etc. | | | | | x | | x | | x |
| Undershoot/overshoot | x | | | | | x | | | |
| Collision with object | | | | x | | x | | | |
| Forced landing | | x | x | | x | | | x | |
| Uncontrolled descent/impact | | | | | | | | | |
| Collision between a/c in flight | | | | | | | | | |
| Other | | | | | | | | | |
| **Location of Impact** | | | | | | | | | |
| On/adjacent to runway | x | | | | | | x | | |
| In clear zone | | | | | | | | | |
| In approach zone | | | | | | | | | |
| On airport property | | | x | | | | | | |
| Off airport | | | | x | x | | | | |
| **Cause/Factors** | | | | | | | | | |
| Pilot - improper operation of controls | x | x | | | | | | x | x |
| Pilot - failure to see/avoid object | | | | | | | | | |
| Pilot - inadequate preflight process | | | x | | | | | | |
| Fuel exhaustion | | | | x | | | x | | |
| Mechanical failure | | | x | x | x | | x | | |
| Adverse wind/weather | | | | | | x | | | |
| Other | | | | | | | | | |
| **Miscellaneous Conditions** | | | | | | | | | |
| Time | | | | | | | | | |
| Weather | | | | | | | | | |
| Student Pilot | | | x | | x | | x | | x |
| Injuries (yes/no) | n | | n | n | n | n | n | y | |
| Fatalities (yes/no) | n | y | n | n | n | n | n | | |

Source: National Transportation Safety Board and Airport Records

## Table 5 - continued
## AIRCRAFT ACCIDENT SUMMARY

| | 4/14/79 Beechcraft | 8/7/79 Cessna T 210L | 8/8/79 Naval | 8/22/79 Great Lakes | 3/4/80 Piper PA-18 | 3/9/81 Hughes 369D | 8/6/81 Experimental | 5/15/82 Martin 404 | 8/18/84 North Amer. P-150 |
|---|---|---|---|---|---|---|---|---|---|
| **Phase of Operations** | | | | | | | | | |
| Stationary/taxiing | | | | | | | | | |
| Take off - run | | | | | | | | | |
| Take off - initial climb | x | | x | | | | | | |
| Landing - in traffic pattern | | | | | | | | | |
| Landing - final approach | | x | | | | | | | |
| Landing - touchdown/roll out | | | | x | x | | x | x | x |
| In Flight | | | | | | | | | |
| Other | | | | | | x | | | |
| **Nature of Impact** | | | | | | | | | |
| Hard landing/gears/ground loop/etc. | x | x | | x | x | | | | |
| Undershoot/overshoot | | | | | | | | | |
| Collision with objects | | | x | | | x | x | x | x |
| Forced landing | | | | | | | | | |
| Uncontrolled descent/impact | | | | | | | | | |
| Collision between a/c in flight | | | | | | | | | |
| Other | | | | | | | | | |
| **Location of Impact** | | | | | | | | | |
| On/adjacent to runway | | | | | | | | | x |
| In clear zone | | | | | | | | | |
| In approach zone | | | | | | | | | |
| On airport property | | | | | | | | | |
| Off airport | | | | | | x | x | x | |
| **Cause/Factors** | | | | | | | | | |
| Pilot - improper operation of controls | x | x | | x | x | | | | |
| Pilot - failure to see/avoid object | | | | | | | | | |
| Pilot - inadequate preflight process | | | | | | | | x | x |
| Fuel exhaustion | | | | | | | | | |
| Mechanical failure | | | | | | x | x | x | |
| Adverse wind/weather | | | | | | | | | |
| Other (terrain) | | | x | | | | | | |
| **Miscellaneous Conditions** | | | | | | | | | |
| Time | | | | | | | | | |
| Weather | | | | | | | | | |
| Student Pilot | | | | | x | | | | |
| Injuries (yes/no) | n | n | n | n | n | n | n | n | n |
| Fatalities (yes/no) | n | n | n | n | n | n | n | n | n |

Source: National Transportation Safety Board and Airport Records

## Table 5 - continued
## AIRCRAFT ACCIDENT SUMMARY

| | 4/27/85 | 10/1/87 |
|---|---|---|
| | Experimental | Centurion 210 |
| **Phase of Operations** | | |
| Stationary/taxiing | | |
| Take off - run | | |
| Take off - initial climb | | |
| Landing - in traffic pattern | | x |
| Landing - final approach | x | |
| Landing - touchdown/roll out | | |
| In Flight | | |
| Other | | |
| **Nature of Impact** | | |
| Hard landing/gears/ground loop/etc. | | x |
| Undershoot/overshoot | | |
| Collision with objects | | |
| Forced landing | x | |
| Uncontrolled descent/impact | | |
| Collision between a/c in flight | | |
| Other | | |
| **Location of Impact** | | |
| On/adjacent to runway | | x |
| In clear zone | | |
| In approach zone | | |
| On airport property | | |
| Off airport | x | |
| **Cause/Factors** | | |
| Pilot - improper operation of controls | | x |
| Pilot - failure to see/avoid object | | |
| Pilot - inadequate preflight process | | |
| Fuel exhaustion | | |
| Mechanical failure | | |
| Adverse wind/weather | | |
| Other | | |
| **Miscellaneous Conditions** | | |
| Time | | |
| Weather | | |
| Student Pilot | | |
| Injuries (yes/no) | n | n |
| Fatalities (yes/no) | n | n |

Source: National Transportation Safety Board and Airport Records

- **Economy** - Agriculture has remained a strong element of the local economy, while the amount of industrial employment continues to grow. The increased diversification of the economy will buffer the local economy from the impacts of short-term fluctuations in any one industry.

- **Remoteness** - Although Madera Municipal Airport is not in the midst of a metropolitan area, it is also not distant enough from Fresno Air Terminal to become a regional center for air transportation. The distances to the Los Angeles and San Francisco metropolitan areas are, however, great enough for aviation to continue to be needed to access metropolitan services and amenities.

- **Madera's Facilities and Services** - The Airport has all facilities and services necessary to support general aviation aircraft. The nonprecision approach and 4,500-foot runway provide all of the essential airfield requirements for general aviation aircraft (including corporate aircraft).

- **Ownership and Operational Costs** - This factor is essentially neutral in terms of favoring one airport over another. High costs tend to discourage aircraft ownership and use at all airports and have contributed to the decline in general aviation usage not only in California, but nationwide. If current conditions continue, very few small, general aviation aircraft will be added to the fleet nationwide in the coming years. Some strength may remain in the growth of the corporate aircraft fleet. Individual airports consequently would gain based aircraft only as local factors dictate the shift of aircraft from one airport to another - the minor advantages in lower fuel and aircraft storage costs at one local airport versus a competitor, for example; but more significantly, the comparative differences in population and economic growth from one region to another.

## Existing Forecasts

The Federal Aviation Administration's National Plan of Integrated Airport Systems (1987) and Caltrans' California Aviation System Plan (1988) based aircraft forecasts for Madera Municipal Airport are shown in Figure 6. Significant differences in the two forecasts are readily apparent. The FAA forecasts do not reflect the national downturn in general aviation aircraft ownership.

## Master Plan Forecast

The number of aircraft projected to be based at an airport is a primary forecast element and is usually an important indicator of all types of

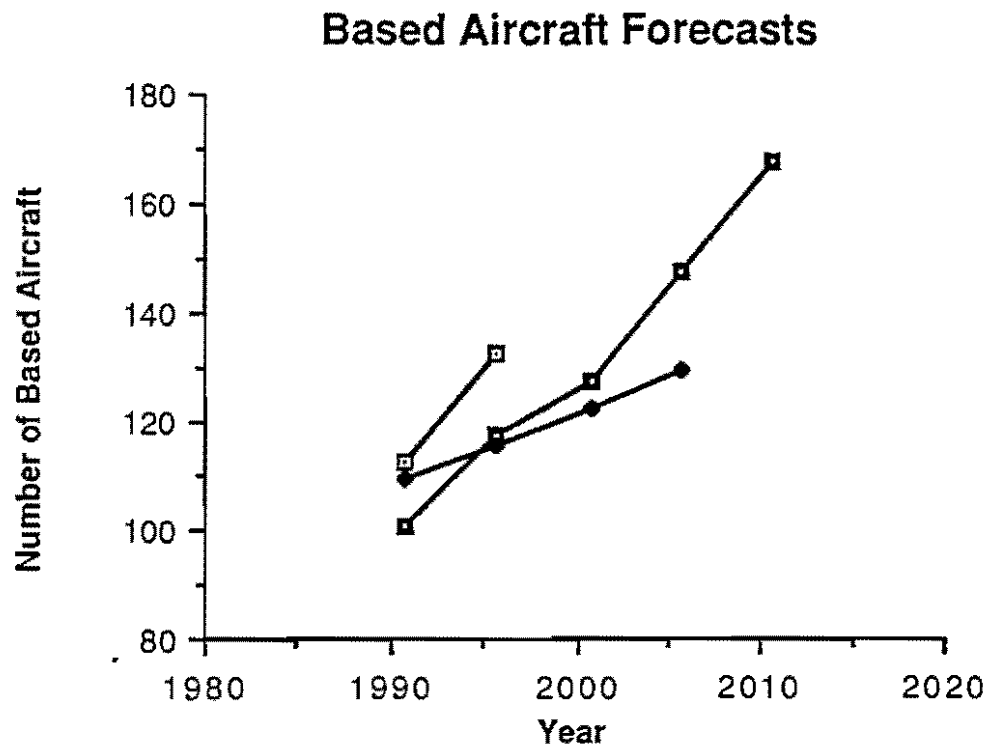



**Figure 6**

## Based Aircraft Forecasts

**Madera Municipal Airport**

general aviation activity. The projections were generated in a three-step process:

1. future aircraft ownership for Madera County was forecast;

2. that portion to be based at Madera Municipal Airport was then estimated; and

3. the estimate was then modified to reflect factors (described below) not related to County population growth.

### *County Forecast*

The forecast of total County aircraft is based upon a per capita ownership factor and Madera County's population as forecast by the California Department of Finance. The current ownership rate is approximately 15 aircraft per 10,000 residents. This rate is projected to slowly decrease to 12 per 10,000 by the end of the 20-year forecast period. Applying the indicated ownership ratio to the forecast population growth results in a forecast that 45 additional aircraft will be based in Madera County in 2010 (based solely on population growth).

### *Base Line Forecast*

The share of aircraft based within Madera County that were located at Madera Municipal Airport has been in the range of 78% in recent years. This is expected to grow slightly due to higher industrial growth rates in the Madera area. Therefore, the base line forecast (e.g., increases due solely to growth in population), is for 36 additional aircraft to be based at Madera Municipal Airport in the year 2010.

### *Other Factors*

There are several factors other than population growth which have the potential to affect the number of aircraft based at Madera Municipal Airport. These factors would not affect the total number of aircraft, but could effect their distribution. Two events could increase the number of based aircraft: installation of an Instrument Landing System (ILS); and closure of Sierra Sky Park. The development of an airport in the Oakhurst area could decrease the number.

**Installation of an ILS** – For Madera Municipal Airport to qualify under the present guidelines (FAA Order No. 7031.2C), the total of the current activity ratios in the formula below must exceed 1.0.

$$\frac{AC}{400} + \frac{AT}{450} + \frac{GA}{2,000} + \frac{Mil}{900}$$

Where:

AC = Air Carrier Instrument Approaches
AT = Scheduled Air Taxi (commuter) Instrument Approaches
GA = General Aviation Instrument Approaches
Mil = Military Instrument Approaches

Because Madera Municipal Airport has no air carrier activity or scheduled air taxi operations and only occasional military activity, it would need to have 2,000 general aviation instrument approaches on the present nonprecision VOR approach. This is not forecast to happen during the 20-year planning period.

However, the staff of the FAA's Fresno Flight Standards District Office and Fresno Approach Control would like to have an ILS established at Madera Municipal Airport. The high level of commuter airline instrument flight training in the area has resulted in congestion at Fresno Air Terminal and Visalia Municipal Airport. The addition of an ILS to Madera Municipal Airport would provide an additional location for this high volume of flight training.

If these FAA staffs strongly advocate the installation of an ILS within the FAA organization, an ILS could be constructed within a four- to seven-year period. The ILS would be constructed under the Facilities and Equipment Program. Under normal circumstances, there is a three-year lead time for construction of a new system.

The installation of an ILS would greatly increase the accessibility and desirability of the Madera Municipal Airport. The installation of an ILS is viewed as sufficiently likely that it is appropriate to increase the forecast of based aircraft beginning with the five-year forecast.

**Closure of Sierra Sky Park** - Sierra 5ky Park is a privately-owned, public use airport located 14 miles southeast of Madera Municipal Airport. The airport currently has about 80 based aircraft. There have been continuing direct and indirect attempts to close the airport during the last several years, in spite of actions by the City of Fresno to preserve to viability of the facility. Pressures for closure are likely to continue as the airport's environs continue to develop. Although closure is not anticipated in the foreseeable future, it must be viewed as possible during the 20-year planning period.

If Sierra Sky Park does close, the two most likely alternative airports are Madera Municipal Airport and Fresno-Chandler Airport. A small number might relocate to Fresno Air Terminal. However, it is believed that individuals who are used to the characteristics of a private airport will prefer a non-towered airport if forced to relocate. Fresno-Chandler is 7.5 air miles from Sierra Sky Park, while Madera Municipal Airport is 14 air miles. The driving times are, however, not significantly different.

Closure of this airport and relocation of a portion of its based aircraft is sufficiently likely to make it appropriate to increase the long-term forecast of based aircraft.

**Development of an airport near Oakhurst** — An airport site selection study is currently being undertaken by Madera County. The first stage of the study is to find the best available site for a new airport to serve the Oakhurst area. The feasibility (e.g., financial, environmental, etc.) of actually constructing an airport at the site will then be evaluated. It is unlikely that an airport would be operational sooner than five years from now. Currently, eight aircraft based at Madera Municipal Airport are owned by individuals who live in the Oakhurst area. Were an airport constructed near Oakhurst, most of these individuals could be expected to relocate their aircraft.

Adjusting the base line forecast to account for the potential effect these positive and negative factors, it is forecast that 165 based aircraft will be based at Madera Municipal Airport in the year 2010. Intermediate forecasts are depicted in Figure 6 and shown on Table 6.

## TRANSIENT AIRCRAFT FORECAST

Transient aircraft parking is highest in June through September. During periods of peak usage, one can expect to find up to three twin-engine and eight single-engine aircraft on the transient ramp at one time. The largest aircraft regularly seen on the ramp are Beech King Airs and Cessna Citation. Bandeirante used in flight training also occasionally use the transient ramp. The demand for transient aircraft parking is expected to increase during the 20-year planning period. If the existing transient air apron and portions of the based aircraft apron are modified as shown on the Building Area Plan, the 16 required spaces can be provided without additional paving.

## OPERATIONS FORECAST

The current ratio of operations to based aircraft (660:1) is expected to decline slightly over the 20-year planning period (although the total number of operations will increase). The principal factor responsible for the very high ratio currently experienced is training operations from other airports — predominantly Fresno Air Terminal. Although training operations are anticipated to increase, the increase will not occur as rapidly as the number of based aircraft. The majority of the additional aircraft which will be based at Madera Municipal Airport will be used almost exclusively for recreation and personal business. The average number of operations for this class of aircraft is much lower than the

current ratio. This will reduce the overall ratio of operations to based aircraft. The increase in transient use by business, corporate, and airline-training aircraft will not be large enough to offset the lower level of use by based aircraft. Specifically, 100,000 annual operations are forecast for the year 2010. Intermediate forecasts are shown in Table 6.

The master plan forecasts are higher than those prepared by the FAA or the State of California (Figure 7). One reason for this is that these other forecasts are prepared using a "top down" approach. That is, forecasts for the system of airports are made initially and then allocated to specific airports. Although "adjustments" are made for individual airports, the research used to determine the appropriate "adjustments" is not as comprehensive as is possible during the development of a master plan.

# CAPACITY ANALYSIS

## Airfield

The capacity of the airfield to accommodate aircraft operations under both visual and instrument meteorological conditions was calculated. The total annual capacity of the airfield is estimated to be 115,500 Peak hourly capacity during visual meteorological conditions is calculated to be 110. The radar coverage for the Madera area is excellent. The radar available to Fresno Approach Control provides coverage down to 600 feet AGL. This is low enough to enable Fresno Approach Control to detect aircraft in Madera Municipal's traffic pattern. However, several factors serve to limit the peak hourly instrument capacity to between six and eight aircraft:

- the distance to the Clovis VOR (upon which the existing approach is based);
- the need to allow time for aircraft to execute the missed approach;
- time required to vector arriving aircraft to the Clovis VOR;

## Aircraft Parking

**Transient:** The existing designated spaces should be adequate to accommodate regular peak parking demand by transient aircraft for several years. The alternate layout presented in the Building Area Plan should be implemented when either:

- the transient apron is overlayed; or
- peak demand increases to the point where additional space is needed.

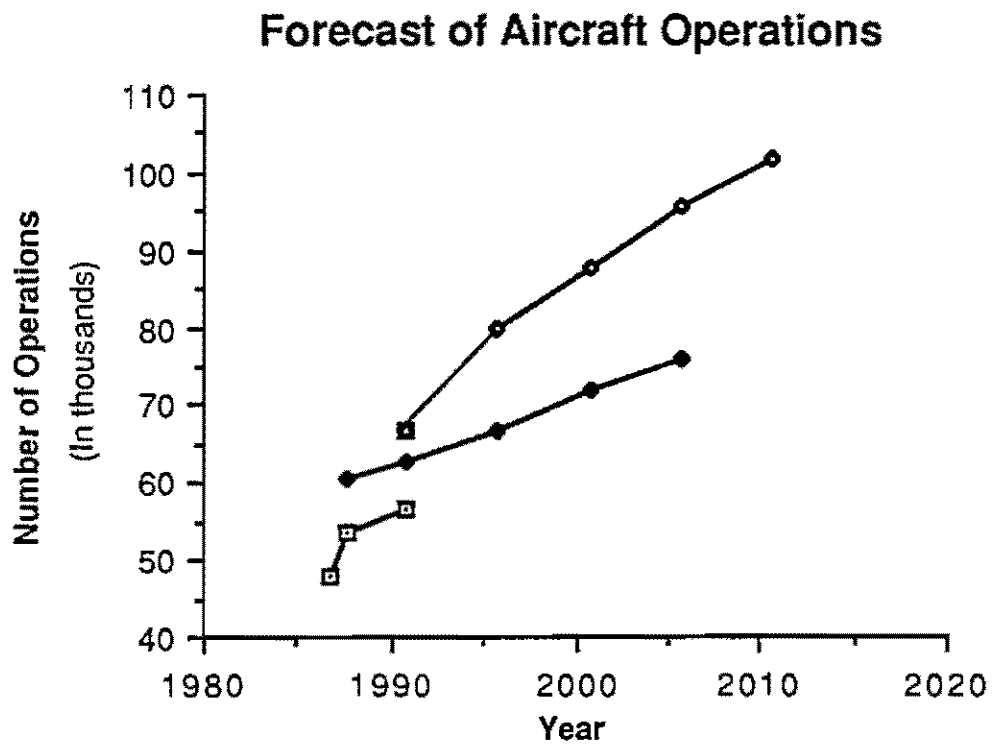
| | Actual | Forecast | | | |
|---|---|---|---|---|---|
| | 1990 | 1995 | 2000 | 2005 | 2010 |
| **Based Aircraft** | 98 | 115 | 125 | 145 | 165 |
| **Annual Operations** | 65,000* | 78,000 | 86,000 | 94,000 | 100,000 |

* Hodges & Shutt estimate based upon 3-month sample using an accoustical aircraft counter

**Table 6**

## Master Plan Activity Forecasts

**Madera Municipal Airport**




- FAA "National Plan of Integrated Airport Systems" (1988).
- California Aviation System Plan (1987).
- Current estimate based on a three-month sample count using an acoustical counter.
- Hodges & Shutt forecast

**Figure 7**

## Forecast of Aircraft Operations

**Madera Municipal Airport**

**Based:** There are currently 68 aircraft storage hangars spaces and 64 tiedown positions on the airfield. Sites have been designated for 40 additional hangars. Additional land has been reserved for future aircraft hangars which could accommodate an additional 80 hangars. This capacity exceeds by a substantial margin the forecast demand. Even with the eventual conversion of 15 based spaces to transient use, sufficient capacity should remain for based tiedowns throughout the 20-year planning period. If additional tiedown space is required, land for an additional 30 tiedowns has been reserved.

## Environmental

An important third type of airport capacity is that associated with an acceptable degree of environmental impacts - particularly noise impacts. For many airports in urban areas, future airport development is constrained more by environmental capacity than by either airfield or aircraft parking capacity. This is not expected to occur at Madera Municipal Airport. Measures to minimize potential conflicts between the Airport and its surrounding uses are nonetheless important. This topic is addressed in Chapter 9.

# 7

# Airfield Design

# 7

# Airfield Design

## DESIGN ISSUES

At the outset of the Airport Master Plan study, the extension of Runway 12-30 was pointed out as being of major importance to the future of the airfield portion of Madera Municipal Airport. Retaining the ability to add a parallel runway also continues to be important. The need to minimize maintenance costs on the restricted runway – which is not eligible for FAA grant funds – has airfield design implications. These and other issues with airfield design implications are considered in this chapter.

## AIRPORT DESIGN STANDARDS

### General Criteria

The Federal Aviation Administration has established standards pertaining to runway length, pavement strength, runway and taxiway clearances, etc. These standards, extensively revised in 1983, vary depending upon the airport's specific operating conditions (e.g., elevation, average maximum temperature, type of approach) and the characteristics of the "critical" aircraft which regularly use the facility or are expected to do so. At airports having multiple runways, each runway may have a different set of standards if each has a different type of approach or critical aircraft.

Aircraft are differentiated primarily according to weight, approach speed, and wingspan.

- **Weight** - Aircraft weight, specifically maximum certificated takeoff weight, is a determining factor in pavement strength and other basic airfield design components.

- **Approach Speed** - Aircraft approach speed influences runway length, runway setback distances, and various safety requirements.

- **Wingspan** - Aircraft wingspan is a principal determinant of required runway and taxiway clearance standards.

These characteristics of the critical user aircraft determines the Airport Reference Code. The FAA Airport Reference Code is linked to design guidelines and clearance criteria. The term "airport reference code" is somewhat misleading in that it may be different for each runway at an airport (as is the case at Madera Municipal Airport). Table 7 summarizes the standards which apply at Madera Municipal Airport (discussion follows). Appendix B lists the characteristics of specific aircraft and notes the categories in which each aircraft belongs.

## Application to Madera Municipal Airport

Nearly all of the aircraft which presently use Madera Municipal Airport are small, utility category airplanes; i.e., they weigh no more than 12,500 pounds and have approach speeds less than 121 knots. Most of these are single-engine and light, twin-engine, propeller-driven airplanes, typically weighing less than 8,000 pounds.

Madera Municipal Airport's present mixture of aircraft fits the definition of a General Utility Stage I airport. The anticipated future use of the Airport falls on the line between the General Utility Stage II and Transport classifications. The FAA runway classifications were revised in 1983, at which time the General Utility classification was divided into two stages and the Basic Transport classification was discontinued. A Basic Transport designation would have been well suited to Madera Municipal Airport; it was the designation adopted in the previous Airport Master Plan.

As defined by the FAA, the critical distinction between a Utility and a Transport airport (or runway) is the approach speed of the aircraft accommodated - a Utility airport is designed, constructed, and maintained to serve aircraft with approach speeds less than 121 knots, whereas a Transport airport accommodates faster planes. Many small- to medium-size business jets have approach speeds below 121 knots: e.g., Cessna Citation I, II, and III; Falcon 50; Mitsubishi Diamond; and Sabre 40, 60, and 65. Common business jets with higher approach speeds include: Canadair Challenger; Gulfstream II and III; Learjet 25, 35, and 55; Sabre 75A and 80. A key question with regard to Madera Municipal Airport's future classification is the extent to which aircraft with approach speeds of 121 knots or more will operate or be encouraged to operate there.

One aid in resolving this question is to consider the funding criteria used by the FAA in deciding whether to participate in the improvements necessary to support a given use. The FAA generally requires 500 annual operations (existing or reasonably anticipated) of a particular type before it will participate in the construction of improvements to support the use (e.g., runway extensions). Although occasional use by the higher

| | Current Standards | | | Existing Dimensions | |
|---|---|---|---|---|---|
| | | | | Runway 7-25 | Runway 12L-30R |
| Runway Approach Type | Vis/NP | Vis/NP | Prec | | |
| Airport Reference Code | B-I | B-II | B-II | | |
| Aircraft Approach Speed | <121 kts | <121 kts | <121 kts | | |
| Aircraft Wingspan | <49 ft. | <79 ft. | <79 ft. | | |
| Aircraft Weight Group (pounds) | >12,500 | >12,500 | >12,500 | | |
| Runway Classification | Basic Utility Stage I | General Utility Stage I | General Utility Stage II | | |
| Runway Design | | | | | |
| Width | 60 ft. | 75 ft. | 100 ft. | 150 ft. | 150 ft. |
| Blast Pad | | | | | |
| Width | 80 ft. | 95 ft. | 120 ft. | - | - |
| Length beyond Runway End | 80 ft. | 150 ft. | 150 ft. | - | - |
| Safety Area | | | | | |
| Width | 120 ft. | 150 ft. | 300 ft. | 150 ft./150 ft. | 150 ft./450 ft. |
| Length beyond Runway End | 240 ft. | 300 ft. | 600 ft. | 150 ft./150 ft. | 450 ft./375 ft. |
| Obstacle Free Zone | | | | | |
| Width | 250 ft. | 400 ft. | 400 +3:1 ft. | 250 ft./150 ft. | 500 ft./500 ft. |
| Length beyond Runway End | 200 ft. | 200 ft. | 200 ft. | 150 ft./150 ft. | 450 ft./375 ft. |
| Object Free Area | | | | | |
| Width | 250 ft. | 500 ft. | 800 ft. | 250 ft./150 ft. | 500 ft./500 ft. |
| Length beyond Runway End | 300 ft. | 600 ft. | 1,000 ft. | 150 ft./150 ft. | 450 ft./375 ft. |
| Taxiway Design | | | | | |
| Width | 25 ft. | 35 ft. | 35 ft. | 50 ft. | 50 ft. |
| Runway Setbacks | | | | | |
| From Runway Centerline to: | | | | | |
| Hold Lines | 125 ft. | 200 ft. | 250 ft. | - | 175 ft. |
| Parallel Taxiway | 150 ft. | 240 ft. | 300 ft. | - | 500 ft. |
| Aircraft Parking Line | 125 ft. | 250 ft. | 400 ft. | 125 ft. | - |
| Building Restriction Line [b] | [370 ft.] | [495 ft.] | [745 ft.] | 300 ft. | 750 ft. |
| Taxiway and Taxilane Setbacks | | | | | |
| From Taxiway Centerline to: | | | | | |
| Parallel Taxiway/Taxilane | 69 ft. | 105 ft. | 105 ft. | - | 110 ft. |
| Fixed or Movable Object | 45 ft. | 66 ft. | 66 ft. | 45+ft. | 32 ft. |
| From Taxilane Centerline to: | | | | | |
| Fixed or Movable Object | 40 ft. | 58 ft. | 58 ft. | 40+ft. | 37 ft. |

[a] Sources: FAA Advisory Circulars
150/5300-13, *Airport Design* (1989).
150/5300-4B, Change 3, *Utility Airports — Air Access to National Transportation* (1978).
150/5300-12, *Airport Design Standards — Transport Airports* (1983).

[b] Currently a recommendation only, not a standard

**Table 7**

## Airfield Design Standards

speed aircraft is anticipated, the level of use is expected to be significantly less than 500 annual operations throughout the 20-year planning period.

Taking into account the forecast operational characteristics, it is proposed that Madera Municipal Airport (and its principal runway, Runway 12-30) be classified as General Utility Stage II. However, there clearly exists the possibility that Madera Municipal Airport will ultimately see regular use by Transport category aircraft. It is appropriate to maintain the higher Transport standards wherever possible. The runway-to-taxiway separation and building restriction line are the two key standards which should be maintained. This higher standard can be maintained without significantly effecting the cost or viability of future airport development.

Agricultural aircraft (crop dusters) are a distinct class of aircraft with unique operational patterns and requirements. Essentially all of the agricultural aircraft which operate from the Airport are those of the company which is based at the Airport. All but a small fraction of the operations by agricultural aircraft are conducted on the restricted runway (Runway 7-25). All of the aircraft have gross weights of less than 12,500 pounds and approach speeds less than 121 knots. All of the agricultural aircraft which regularly use Madera Municipal Airport have wingspans less than 49 feet (Design Group I).

The next task is to evaluate the roles of Madera Municipal Airport's runways in the light of the preceding information.

## RUNWAY 12-30

### Runway Length

The length of Runway 12-30 is adequate for those aircraft currently using the Airport and those anticipated to wish to use the Airport in the near term. The focus, therefore, is in preserving the option of extending the runway. Analyzing future runway length requirements is necessary to guide the development of property acquisition and land use compatibility recommendations.

For General Utility Stage II and Transport Category runways, the required runway length is determined by the requirements of the most demanding specific aircraft which will regularly use the airport. Corporate turbojets have been identified as the "critical aircraft" for runway length. Balanced field length is the specific measure used to determine the runway length required for turbojets. As no one specific model of aircraft can be projected to be the critical aircraft, the balanced field length requirement was calculated for a range of aircraft within the class

| *Aircraft* | *Balanced Field Length* |
|---|---|
| **Citation II**<br>*Weight: 13,300 pounds*<br><br>1,000-nautical-mile flight with IFR reserves<br>Two crew, five passengers | **3,400 feet** |
| **Learjet 30 series**<br>*Weight: 18,000 pounds*<br><br>1,000-nautical-mile flight with IFR reserves<br>Two crew, four passengers | **4,600 feet** |
| **Learjet 55**<br>*Weight: 20,500 pounds*<br><br>1,000-nautical-mile flight with IFR reserves<br>Two crew, four passenger | **5,700 feet** |
| **Falcon 50**<br>*Weight: 38,500 pounds*<br><br>2,000-nautical-mile flight with IFR reserves<br>Two crew, eight passengers | **4,200 feet** |
| **Gulfstream II**<br>*Weight: 65,500 pounds*<br><br>2,000-nautical-mile flight with IFR reserves<br>Two crew, eight passengers | **5,800 feet** |
| **Gulfstream III**<br>*Weight: 68,700 pounds*<br><br>2,000-nautical-mile flight with IFR reserves<br>Two crew, eight passengers | **4,400 feet** |

Notes:

*Balanced field length calculated for a Mean Maximum Temperature 100°F and 253' MSL with the indicated stage length and number of passengers*

*Weight = Maximum gross take-off weight*

*Information taken from FAA-approved flight manuals and one manufacturer's flight planning computer program*

**Table 8**

## Runway Length Requirements

of aircraft expected to use the Airport (Table 8). The calculations were based upon plausible passenger loads and trip lengths rather than the maximum gross takeoff weight.

The first conclusion that can be drawn from this information is that a surprising range of corporate jets can be accommodated with the existing 4,500-foot runway length (although the current pavement strength may not be adequate for all aircraft). Eventually, however, it is expected that increases in use by corporate aircraft will make it appropriate to lengthen the runway. From a Master Plan perspective, the key question is how long an extension will be appropriate. The currently adopted Airport Layout Plan shows a future extension of 1,000 feet. With this extension all but two of the aircraft shown on Table 8 could be accommodated. In order to meet the balanced field length requirement for these two aircraft, the runway would have to be at least 200 to 300 feet longer than planned - approximately 6,000 feet.

For several reasons this difference is judged not to be significant:

- The trip length and passenger loads, although plausible, are arbitrary.
- The balanced field length was calculated for 100°F. For an actual flight, if this temperature was a limiting factor, the departure time could be shifted to earlier or later in the day.
- There is no certainty that the two aircraft models which would be weight-limited under the given scenarios will become regular users of the Airport.

Therefore, it is recommended that the Airport Layout Plan continue to show a planned 1,000-foot extension of Runway 12-30 to the northwest.

If it becomes desirable to extend the runway to 6,000 feet, land use compatibility concerns would dictate that all of the 1,500-foot extension be towards the northwest. However, if the existing runway was extended much more than 1,000 feet to the northwest, Avenue 17 would need to be relocated. (As this road is important to the County's system of roads - it has its own interchange with Highway 99 - the option of closing it does not appear to be feasible.) An alternative would be to extend the runway 1,000 feet to the northwest and 500 feet to the southeast. This option would require closure of Avenue 16. However, the closure of this section of Avenue 16 is already contemplated. This second option would reduce the degree of compatibility between the Airport and the residential uses southeast of the Airport.

***60 Feet***

Accommodates all aircraft with wingspans less than 49 feet (this includes the Citation I and King Air B100); would require modification if a precision instrument approach was developed.

***75 Feet***

Accommodates all general aviation aircraft; meets the requirements for a precision instrument approach for small aircraft (i.e. less than 12,500 pounds gross takeoff weight).

***100 Feet***

Accommodates regular use by transport category aircraft with wingspans of 117 feet or less (e.g. Boeing 737) or infrequent use by all but the largest transport aircraft; meets the requirements for a precision approach for large aircraft.

***150 Feet***

Accommodates all civilian aircraft; meets the requirements for a precision instrument approach by large aircraft.

**Table 9**

## Runway Width Alternatives

### Runway Width

Runway 12-30 is currently 150 feet in width. Table 9 presents the four potential widths and the operational implications of each. Two criteria should be considered when evaluating alternate runway widths:

- Retaining maximum usefulness of the investments already made in the runway.
- Preserving the ability to upgrade the runway.

Retaining the 150-foot width would be appropriate only if regular use by large air carrier aircraft (e.g., Boeing 727's) were anticipated. As this is not anticipated, there is little operational justification for maintaining the current width. Of the three alternate widths, the 60-foot option is the least appropriate. Although the 60-foot alternative would minimally accommodate existing users, it would limit the potential for future use by larger aircraft. More than half of the existing runway width would be abandoned. A 75-foot wide runway is the minimum recommended for Runway 12-30. Although it would require abandonment of half of the existing runway, it would permit installation of a precision approach to serve all small aircraft. The recommended alternative is to reduce the runway width to 100 feet. This option permits retention of the ability to accommodate a precision approach for large aircraft.

It should be noted that the FAA may not participate in funding a full-width pavement overlay even if the 150 width is retained. When the runway was most recently overlayed, the FAA only funded a full-thickness overlay for the center 75 feet, an eight-foot taper on each side, and a slurry seal over the remaining 59 feet.

The reduction in runway width should be timed to occur when the runway edge lighting system is replaced.

## RUNWAY 7-25

Runway 7-25 is a restricted use runway. Pilots must obtain permission prior to using this runway, except in bona fide emergencies. As Runway 12-30 provides adequate wind coverage 98.9% of the time, Runway 7-25 is not required (under FAA guidelines) as a crosswind runway. The runway is almost exclusively used by the aircraft associated with the aerial applicator based at Madera Municipal Airport. The aerial applicator's leasehold is located south of Runway 7-25.

It is not anticipated that the role of this runway will change during the 20-year planning period. If a change occurs, the most likely change would be to abandon it as a runway. Were this to occur, the pavement

| *Aircraft* | *Wing Span (feet)* | *Taxiway Setback (feet)* |
|---|---|---|
| **Airplane Design Group I** | **49.0** | **44.0** |
| **Super King Air**<br>*Weight: 12,500 pounds* | **54.5** | **48.0** |
| **Bandierante**<br>*Weight: 13,000 pounds* | **50.3** | **45.0** |
| **Citation II**<br>*Weight: 13,300 pounds* | **51.6** | **46.0** |
| **Metro 3**<br>*Weight: 14,500 pounds* | **57.0** | **50.0** |
| **Learjet 30 Series**<br>*Weight: 18,000 pounds* | **39.6** | **37.0** |
| **Brasilia**<br>*Weight: 25,350* | **64.9** | **56.0** |
| **Falcon 50**<br>*Weight: 38,500 pounds* | **61.9** | **53.0** |
| **Gulfstream II**<br>*Weight: 65,500 pounds* | **68.8** | **59** |
| **Gulfstream III**<br>*Weight: 68,700 pounds* | **77.8** | **65.0** |

Notes:

*Weight = Maximum gross take-off weight*

**Table 10**

## Taxiway Setback Comparison

should be retained as a taxiway.

### Runway Width

At 150 feet, the present runway width clearly exceeds the needs of the aircraft which use it. Agricultural aircraft are frequently operated from improvised airstrips (e.g., unpaved farm roads) with widths significantly less than the minimum FAA standard of 60 feet. Operationally, a 60-foot wide runway would be fully adequate for the agricultural aircraft. A reduction in width to 60 feet could significantly reduce the cost of maintaining the runway. This is especially important because the FAA will not participate in the cost of maintaining this runway.

The 60-foot runway should be located with its northern edge approximately ten feet in from the northern edge of the existing runway. Due to the ravelling of the existing pavement edge, the specific location of the new runway edge should be established with a several-foot margin. This relocation will increase the amount of land available for aviation leaseholds adjacent to the runway.

### Runway Length

A Basic Utility runway is designed to serve most single-engine aircraft and some small twin-engine aircraft.

The existing length of Runway 7-25 is 3,980 feet. Even during the hottest part of the summer, only approximately 2,400 feet of runway is used by the agricultural aircraft. This runway is also occasionally used by light aircraft, especially tail-wheel aircraft, when strong crosswinds occur. Although this occurs infrequently, it is appropriate to continue to serve this need as long as the runway remains operational. A cross-wind runway designed to meet the standards for a Basic Utility I (Airport Reference Code B-I) runway would satisfy the needs of most aircraft using the Airport. The runway length required for the altitude and mean maximum temperature is 3,200 feet.

## RUNWAY 12R-30L

The current Airport Layout Plan shows an alignment for a "possible" future parallel runway. The FAA requires that a runway reach 60% of its design capacity before the agency will consider allocating grant funds for construction of a parallel runway. The volume of air traffic at Madera Municipal Airport would have to reach 138,000 annual operations before the FAA would **consider** funding a parallel runway.

Based upon the operations forecast presented in Chapter 6, it is not anticipated that growth in operations will be sufficient to justify development of a parallel runway during the 20-year planning period.

A key uncertainty in the forecast of operations is the growth in training operations by aircraft based at other airports. Congestion at Fresno Air Terminal - which is the origin for a large number of training flights - may result in additional operations at Madera Municipal Airport. Chandler Field is the principal alternate to Madera Municipal Airport for training flights originating from Fresno Air Terminal. Madera has some advantages over Chandler as a reliever airport: it is not located under an ARSA and it has a longer main runway.

Although the level of operations are not forecast to necessitate construction of a parallel runway, there is little cost to the Airport to preserve the option. Significant amounts of land continue to be available for aviation uses on the east side of the Airport. Unless a major change in its role occurs, the east side will be able to accommodate all of the basic facilities and services through the 20-year planning period. No competing aviation uses for the area designated for the parallel runway have been identified to date.

It is recommended that the City continue to preserve the option of constructing a parallel runway. The cost of preserving this option is essentially zero and it safeguards the land for future aviation use. Depiction of the parallel runway on the Airport Layout Plan does not irrevocably commit the City to the parallel runway. Another reasonable aviation use could be substituted. It would only take a few months (maximum) for the FAA to review and approve a modification to the ALP.

## PARALLEL TAXIWAY SETBACK

The current separation between the centerline of the parallel taxiway and the nearest object in the apron area is approximately 32 feet. The controlling objects are:

- the cacti located between the taxiway and apron; and
- the wingtips of aircraft parked in the two tiedown positions located closest to the parallel taxiway.

Table 10 presents the wingspan and associated taxiway setback for a range of common business and commuter airline aircraft. The current setback nominally meets the clearance standard for all aircraft with wing spans less than 49 feet (Design Group I). Almost all of the aircraft currently using Madera Municipal Airport have wingspans less than 49 feet. The few exceptions include the Beech Super King Air, Embraer Bandierante and Swearingen Metroliner. The number of operations by these larger aircraft is small and their wingspans are not so large as to pose an operational concern.

In the future, Madera Municipal Airport may receive regular use by small to medium sized (i.e., up to approximately 40,000 pounds gross take-off weight) turbojet aircraft. Many of these aircraft have wingspans less than 49 feet, but some have significantly larger wingspans (e.g., Falcon 50). When aircraft with larger wingspans become regular users of the Airport, the existing setback will need to be increased. This can be accomplished by the removal of the cacti and elimination of the two tiedown positions located closest to the parallel taxiway. With these changes, the setback would be increased to over 70 feet. This would provide adequate wingtip clearances for aircraft up to 85 feet - well in excess to the anticipated needs of Madera Municipal Airport.

# 8

# Building Area Design

# 8

# Building Area Design

## BUILDING AREA USES

This chapter examines the demand for and possible ways of accommodating additional building area facilities at Madera Municipal Airport. The focus is on providing direction for the expansion of the core area of the Airport. First, though, it is important to understand the constraints which FAA standards and existing conditions place upon potential building area development.

## DEVELOPMENT CONSTRAINTS

### Runway to Taxiway Setback

In the previous chapter, it was recommended that the existing setbacks be retained wherever possible to permit eventual development of a precision approach for Transport category aircraft. An important component of this is the retention of the 500-foot runway-to-taxiway setback.

**Taxiway and Taxilane Setbacks** The "object free area" for runways, taxiways, and taxilanes is defined by the FAA (Advisory Circular 150/5300-13) as an area "which is clear of objects except for objects whose location is fixed by function". The width of the object free area is tied to the wingspan of the most demanding aircraft which regularly uses that portion of the airport. The width of the object free area was calculated for taxiways and taxilanes based upon the three critical wingspans discussed in the paragraphs which follow. These object free areas define the setbacks required to permit the safe passage of the design aircraft.Most of the aircraft currently using or forecast to use Madera Municipal Airport have wingspans of less than 49 feet (Airplane Design Group I). However, the airfield does see regular use by larger

The distinction between **taxiways** and **taxilanes** is an important one for building area development as there are different setback (wingtip clearence) standards for each. Taxiways are the major designated paths for taxiing aircraft from one part of an airport to another. Taxilanes are used for access between taxiways, and to access tiedowns, hangars, and other facilities.

aircraft such as the Super King Air and the Bandierante, which have wingspans of 54.5 feet and 50.3 feet, respectively (Airplane Design Group II). It is recommended that the current taxiway clearance standard be established to accommodate the Beech Super King Air (B-200). The 48-foot taxiway setback needed to accommodate the Super King Air exceeds that needed to accommodate most corporate turboprop and turbofan aircraft. With the exception of the apron-edge planters (discussed below) all taxiways on the Airport have more than the recommended setback.

**Object Free Area Width***

| Aircraft Wingspan | Taxiway | Taxilane |
|---|---|---|
| 49 | 45 | 39 |
| 54.5 | 48 | 43 |
| 79 | 65 | 57 |

* Measured from centerline

The pavement strength of the runway and taxiway system at Madera Municipal Airport is not designed to accommodate the largest corporate turbofan aircraft (e.g., Gulfstream III). Eventually, however, there may be sufficient demand to warrant strengthening the pavement to accommodate large corporate aircraft and/or commuter airline aircraft. It is possible to establish a taxiway setback which can accommodate aircraft with wingspans up to 70 feet (Gulfstream II) without creating an inefficient building area layout or significantly disrupting the current apron configuration. To accommodate aircraft of this size, the setback would need to be increased from 48 feet to 60 feet. Four physical changes would also be required:

- Strengthening of the main runway, exit, and parallel taxiways; and selective taxilanes.
- Paving over the apron-edge planters.
- Removal of the two transient aircraft parking positions nearest to the parallel taxiway.
- Designation of a large aircraft parking area.

Additionally, it may be necessary to relocate the helicopter parking positions, if the mid-field helipads have not yet been constructed.

It is recommended that the Beech Super King Air also be used as the design aircraft to define the required taxilane object free area, except those taxilanes which will be used exclusively by single-engine aircraft (i.e., those taxilanes which provide access to T-hangars). Use of the Super King Air as the critical aircraft will also provide clearance for most corporate turbofan and turboprop aircraft. The taxilanes which provide access to the designated transient tiedowns are designed to accommodate aircraft with wingspans up to 42 feet (i.e., single- and small, twin-engine aircraft). This has not posed an operational problem for larger aircraft as much of the apron is typically unoccupied. However, as the number of transient aircraft increases – particularly larger aircraft – the transient apron should be modified to provide 43 feet from the parking positions to the taxilane centerline. Figure 2 shows how this standard could be accommodated on the transient apron.

### *Apron Edge Planters*

Three planters are located between the transient apron and the parallel taxiway. The planters are marked with can-type edge reflectors. These planters contain mature cacti (and other plant materials) and are a widely known feature of the Airport. Because of the location of these planters, it is appropriate to determine whether there are adequate wingtip clearances from the adjacent taxiway and taxilanes.

There is only about 32 feet from the parallel taxiway centerline to the nearest plants, instead of the 48 feet recommended (Figure 8). These plants range from 3 to 4 feet in height. The tallest cacti (6 to 7 feet) are located 40 to 50 feet from the taxiway centerline. Although there is not a specific standard, generally plants less than 24 inches in height are not considered obstacles to the passage of wings. Using this standard, most of the plants in the 3 planters do not meet the FAA's clearance requirement for taxiways (i.e., object free area). However, these plants have not proved to be an operational problem for users of the Airport — there is no known instance of these plants being struck by an aircraft.

Only the **taxilane** between the middle and northernmost planter has less than the 43-foot clearance required to meet the recommended standard. With just 37 feet clearance, this taxilane has significantly less than the recommended standard of 43 feet. However, the 37-foot clearance does provide reasonable operational clearance for most aircraft using the Airport.

It is recommended that all of the plants which intrude into the recommended taxiway and taxilane object free areas be removed within the next year -- transplanted if possible. If it is desired to keep the cacti in a site visible from the parallel taxiway, the plants could be relocated to the unpaved area adjacent to the park, between the based aircraft apron and the parallel taxiway. As long as the plants were placed 65 feet back from the taxiway centerline, it is unlikely that they would become obstacles in the future.

The planters are not irrigated and do not have any form of ground cover. Taxiing helicopters may blow top soil from the planters onto parked aircraft. This should be monitored. If it becomes a problem, the planter can be planted in a ground cover or paved.

## Land Availability

In 1962, at the request of the City of Madera, the FAA released 604 acres of the Airport's original 966 acres from the requirement that it be reserved for aviation uses. The land was released to permit development of an industrial park and municipal golf course. While the reduction in land available for aviation uses does not pose a short-term con-

straint, it does increase the importance of efficiently using the remaining land.

That portion of the building area designated for fixed base operations is constrained by a linear pattern of development. The existing uses are contained on shallow parcels with hangars facing directly onto the main apron. Although this arrangement has short-term financial benefits to the tenants (i.e., lower development costs and lower land rents), this pattern of development should not be continued. Were this pattern permitted to continue, it would isolate a significant portion of the airport building area from the airfield. The City should adopt a firm policy of not permitting development/leaseholds along the commercial ramp which would further restrict access to the land east of the existing leaseholds.

### Drainage

Obtaining adequate drainage of airfield pavement and within the building area will continue to be difficult at Madera Municipal Airport. The Airport has very shallow natural slopes and the original airfield was not designed to readily accommodate additional development. This complicates the task of achieving proper drainage for new pavement and building projects. It does not, however, pose a barrier to development on any part of the Airport.

## BASED AIRCRAFT PARKING

Currently, 67% of the aircraft based at Madera Municipal Airport are stored in hangars. Of the balance, 18% are at City tiedowns, 10% are based at the agricultural applicator, and the remaining 5% are on the FBO's leaseholds. All hangars on the airfield are occupied. Eighteen of the 64 City tiedowns are currently utilized.

This high ratio of hangared to tiedown aircraft is expected to continue. Applying this ratio to the based aircraft forecast presented in Chapter 6 substantiates the need for approximately 50 new hangars. Ten of these hangars would need to be sized to accommodate twin-engine aircraft. Of the 15 aircraft not stored in hangars, 5 would be based at an FBO and about 12 would be parked on the City tiedown apron. No additional space needs to be allocated to accommodate the forecast demand for tiedowns.

There is sufficient land adjacent to the 4 recently constructed hangar taxilanes to accommodate 33 T-hangars and 4 or 5 box hangars. Sufficient additional land has been designated northeast of the existing hangars to satisfy the remaining demand for hangars though and beyond

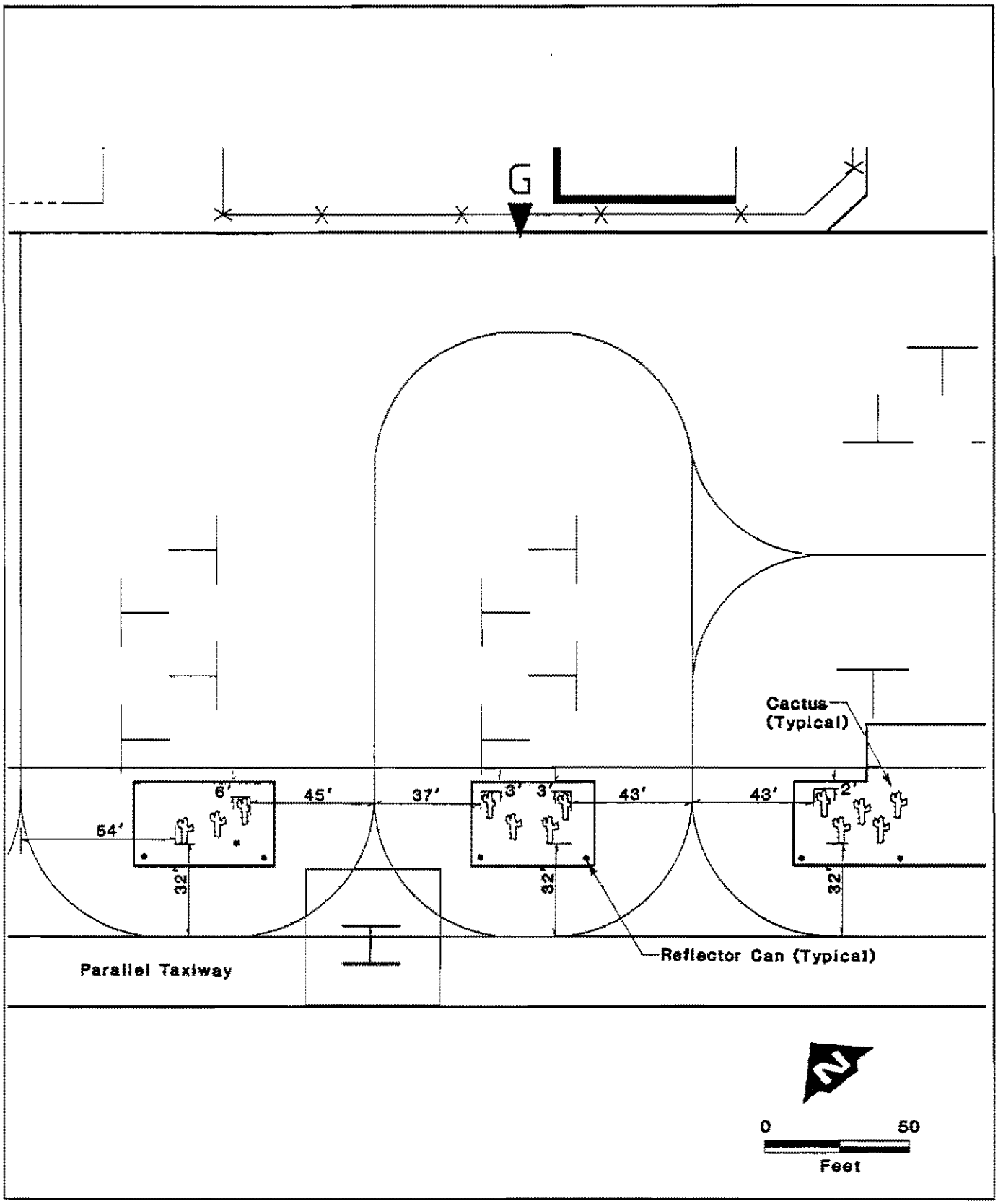



Figure 8

## Transient Apron Planters

**Madera Municipal Airport**

the 20-year planning period. **It is specifically recommended that no additional storage hangars be permitted to be constructed adjacent to the commercial apron.** This land is too valuable to be utilized for non-commercial uses.

## TRANSIENT AIRCRAFT PARKING

Four tiedown positions are formally allocated for transient small aircraft. The adjacent parking apron has a small number of based aircraft on it, but most of the tiedown positions remain available for transient small aircraft. Approximately 14 spaces are currently available on that portion of the adjacent ramp nearest to the terminal.

No area is specifically designated for large single-engine and twin-engine aircraft. To date, this has not been an operational problem because of the low demand for transient space. Larger aircraft typically park in an unutilized portion of the apron in front of the terminal.

No compelling reasons have been identified to change the existing transient apron layout in the immediate future. However, as is noted below, there are aspects of the current layout which will prove awkward as the level of use increases. It is, therefore, appropriate to anticipate the future need and include a well thought out alternate design in the Master Plan.

The existing layout has several features which would become undesirable if the apron was fully utilized:

- There are no designated positions for larger twin-engine aircraft.
- The taxilane wingtip clearances are designed to accommodate single-engine aircraft.
- The rotor-wingtip separation between the existing helicopter parking positions and the adjacent taxilane are sized for single-engine aircraft.
- The proximity of the helicopter parking positions to the FBO leaseholds reduces the utility of the apron for the FBO's.
- A taxilane passes between the parked aircraft and the terminal gate. This unnecessarily increases the risk to pedestrians.

Figure 9 presents the recommended future layout of the transient parking area. The main features are:

- A large aircraft parking area sized to accommodate up to three twin-engine aircraft.

- Two helicopter parking positions located between the parallel taxiway and Runway 12-30. (See discussion below for design criteria)
- Relocation of the looped taxilane so that it no longer passes in front of terminal gate.
- Taxilane clearances sized for a Beech Super King Air (B-200).
- 60-foot separation between the nearest parked aircraft (including rotorcraft) and the parallel taxiway centerline.

Depending upon the actual level of use by transient, twin-engine aircraft, it is possible that an intermediate layout will be desirable. Figure 10 presents one possible layout.

## HELICOPTER PARKING

The Airport currently has a designated helicopter takeoff and landing area, and two parking positions. The takeoff and landing area is a 50-foot painted square located on the parallel taxiway adjacent to the transient ramp. The two parking positions are currently located on the commercial ramp. These positions were relocated from the northern edge of the transient ramp after ruts began to develop in the pavement.

These helicopter facilities meet the dimensional and clearance criteria (Advisory Circular 150/5390-2) for single-rotor helicopters with up to a 50-foot rotor diameter. This accommodates all but a few of the largest single-rotor helicopter models. The Robinson R-22 and Hughes 500 are the most common models of helicopter currently using the Madera Municipal Airport.

The current parking positions are adjacent to a portion of the commercial ramp allocated for use by one of the FBO's. If the parking positions remained in their present location, it would prevent the FBO from utilizing its section of the commercial ramp for aircraft parking. It is desirable to relocate the helicopter parking positions. Figure 9 presents a design which would provide parking positions for two helicopters with up to a 40-foot rotor diameter (e.g., Bell LongRanger, Aerospatiale Dauphin 2).

The location of the helicopter parking pads provides 60 feet of clearance between the tip of a 40-foot rotor and the parallel taxiway centerline. The design helicopter (i.e., one with a 40-foot rotor) would not penetrate the object free area for Runway 12-30, assuming that a precision approach for Category A and B aircraft is established. Helicopters with longer rotors have not historically used the Airport, nor are any anticipated to regularly use the Airport in the future.

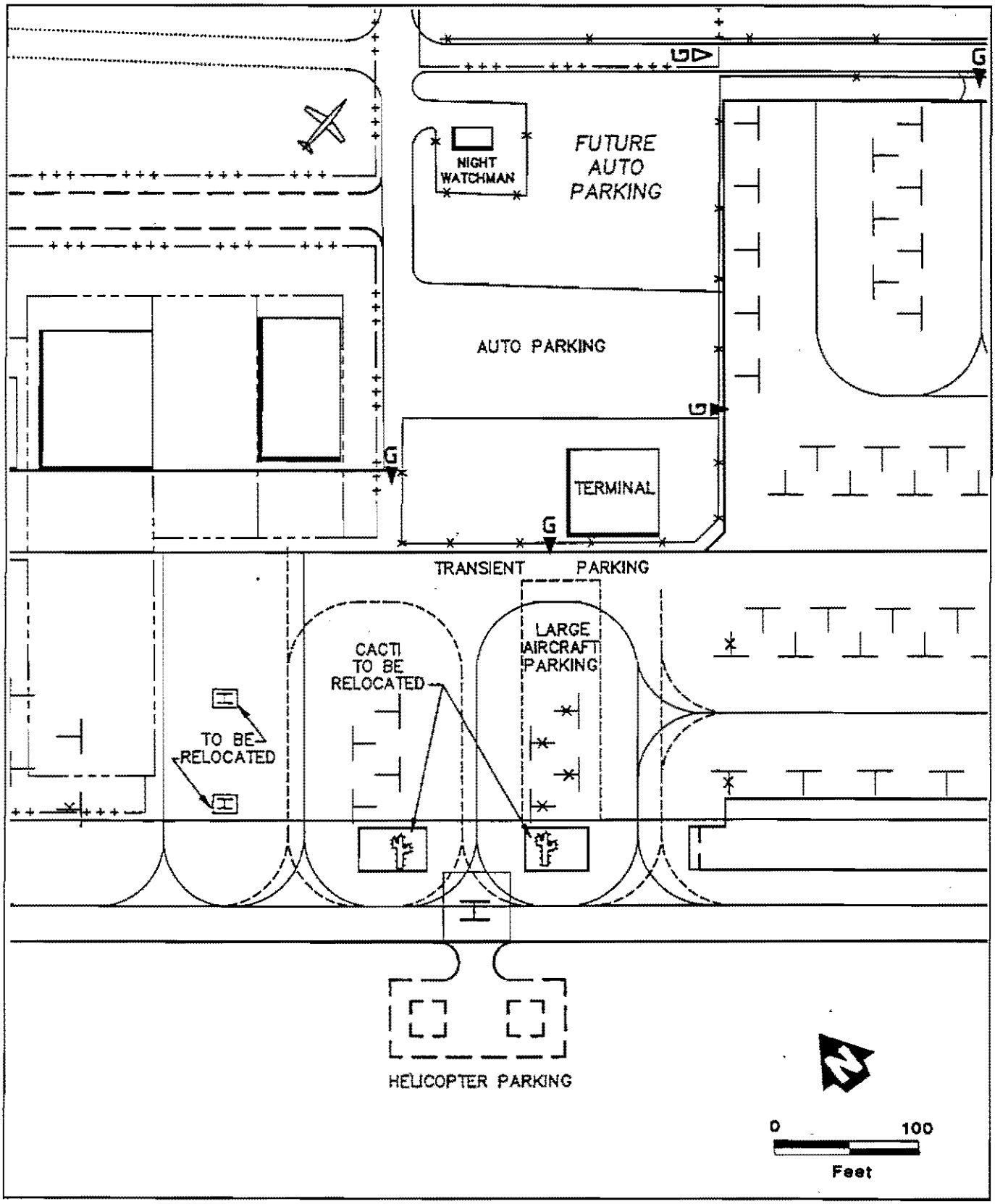



**Figure 9**

## Transient Aircraft Parking

**Madera Municipal Airport**

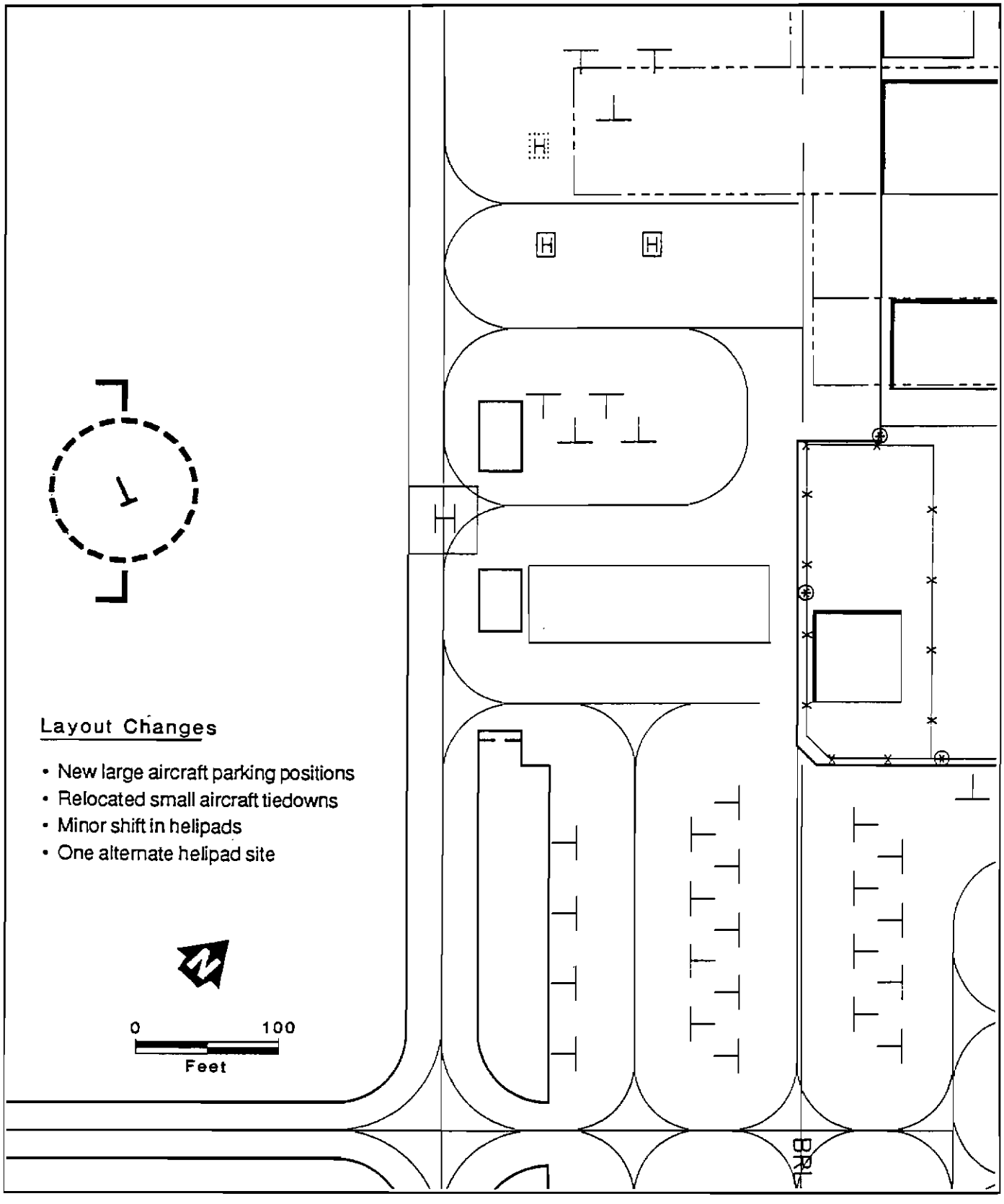



**Figure 10**

## Transient Aircraft Parking - Intermediate Option

**Madera Municipal Airport**

There is a minor disadvantage to the proposed helipad location. It would require pilots and passengers (or automobiles) to cross the parallel taxiway. However, the volume of operations over the 20-year planning period is not forecast to be large enough to create operational conflicts.

# COMMERCIAL AVIATION LEASEHOLDS

## Core Area

Approximately seven acres (including the apron) of the core building area is currently available for commercial aviation use (i.e., FBO's). Only one half-acre parcel remains uncommitted. The remainder is either leased or is designated for expansion of existing leaseholds. All of the area designated for expansion of existing leaseholds is on the ground side (i.e., not currently accessible by aircraft). A key building area design issue is how to most efficiently accommodate additional commercial aviation uses.

It is not recommended that additional commercial aviation uses be developed facing the existing apron. This would effectively close off the area to further use. Instead, it is recommended that a taxilane be extended to permit aircraft access behind the existing FBO's. Eight distinct alternatives were identified (Figure 11). The alternatives differ in the placement of the access road(s) and taxilane(s). The area is constrained by a municipal well and associated chlorination tank, and the airport rotating beacon and electrical vault. A slight variation on Alternative E was determined to be the superior choice (Figure 12). This alternative would result in the greatest amount of usable leasehold acreage. The new aviation-use area created by the extension of the taxilane behind the existing FBO's should be reserved for full-service and specialty FBO's, and other businesses which require direct airfield access. Aircraft storage hangars (including large aircraft hangars) not directly tied to an on-airport business should be located in the area reserved for aircraft storage.

## Aerial Applicators

Approximately nine acres remain available adjacent to the restricted runway for expansion of the existing aerial applicator ("crop duster") or develop of additional, similar operations. As long as the restricted runway continues to be regularly used for aerial applicator aircraft, leaseholds for other types of uses should not be permitted. The potential for operational conflicts is too great.

# AIRFIELD SECURITY

## Levels of Security

As the Airport, its associated industrial park, and the surrounding area continue to develop, airfield security will become an increasingly important issue. It is in the interest of the City and airport users to gradually increase the level of security. At a general aviation airport, such as Madera Municipal Airport, there are four distinct levels of security:

1. Prevent inadvertent entry of vehicles onto the airfield.
2. Prevent entry by wildlife and domestic animals.
3. Increased resistance to intentional entry by unauthorized persons.
4. Security program meeting FAR Part 139/FAR Part 107 requirements.

## Desirable Features

The principal determinant of the level of airfield security at a general aviation airport is the type and location of fencing. At Madera Municipal Airport a fencing plan should incorporate a number of desirable features:

- Prevent inadvertent entry of vehicles and pedestrians. It is not possible to prevent determined intentional entry of pedestrians, but you can make it less convenient.
- Provide access for Crash-Fire-Rescue (CFR) vehicles, especially to remote areas of the airfield and adjacent approach departure zones.
- Minimize the total number of gates ultimately installed through efficient design. Especially minimize the number of card gates.
- Vehicles should be able to access all businesses without having to pass through a gate.
- Restrict the general public's access to storage hangar areas. Provide convenient controlled access for aircraft owners through a card gate.
- Provide appropriate access for airport maintenance and operational needs.
- Fences should be sited to facilitate its maintenance (e.g., grass mowing, inspection, repair).
- Avoid the appearance of a "prison", particularly in public areas. This can be achieved by avoiding the erection of fences adjacent to road-

In the most recent revisions to FAR Part 139, CFR was changed to ARFF - Aircraft Rescue and Firefighting. However, ARFF as an acronym is not yet in common usage. Since a FAR 139 program is not proposed at Madera Municipal Airport, CFR will be used in the

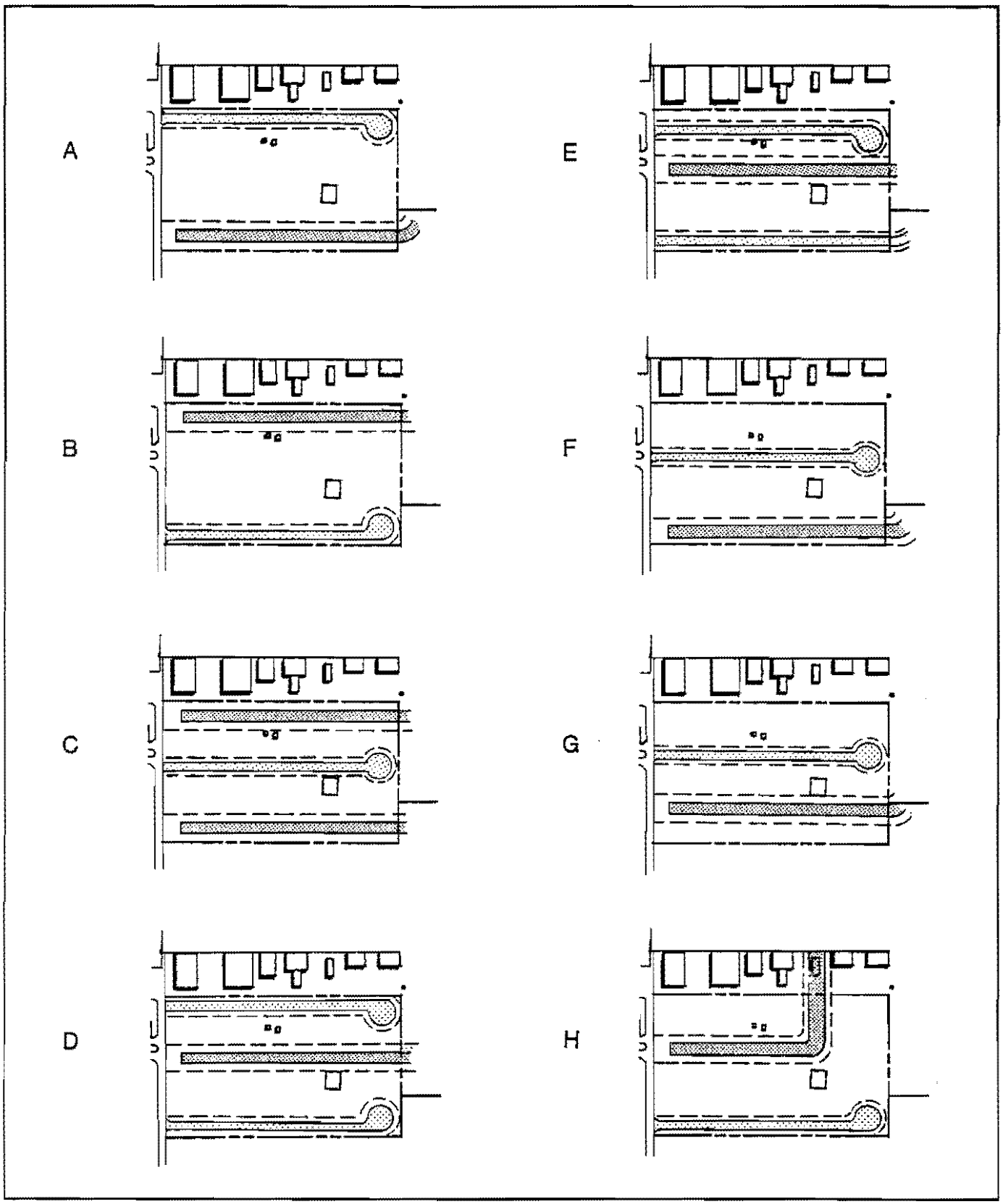



Figure 11

## FBO Area Layout Alternatives

**Madera Municipal Airport**

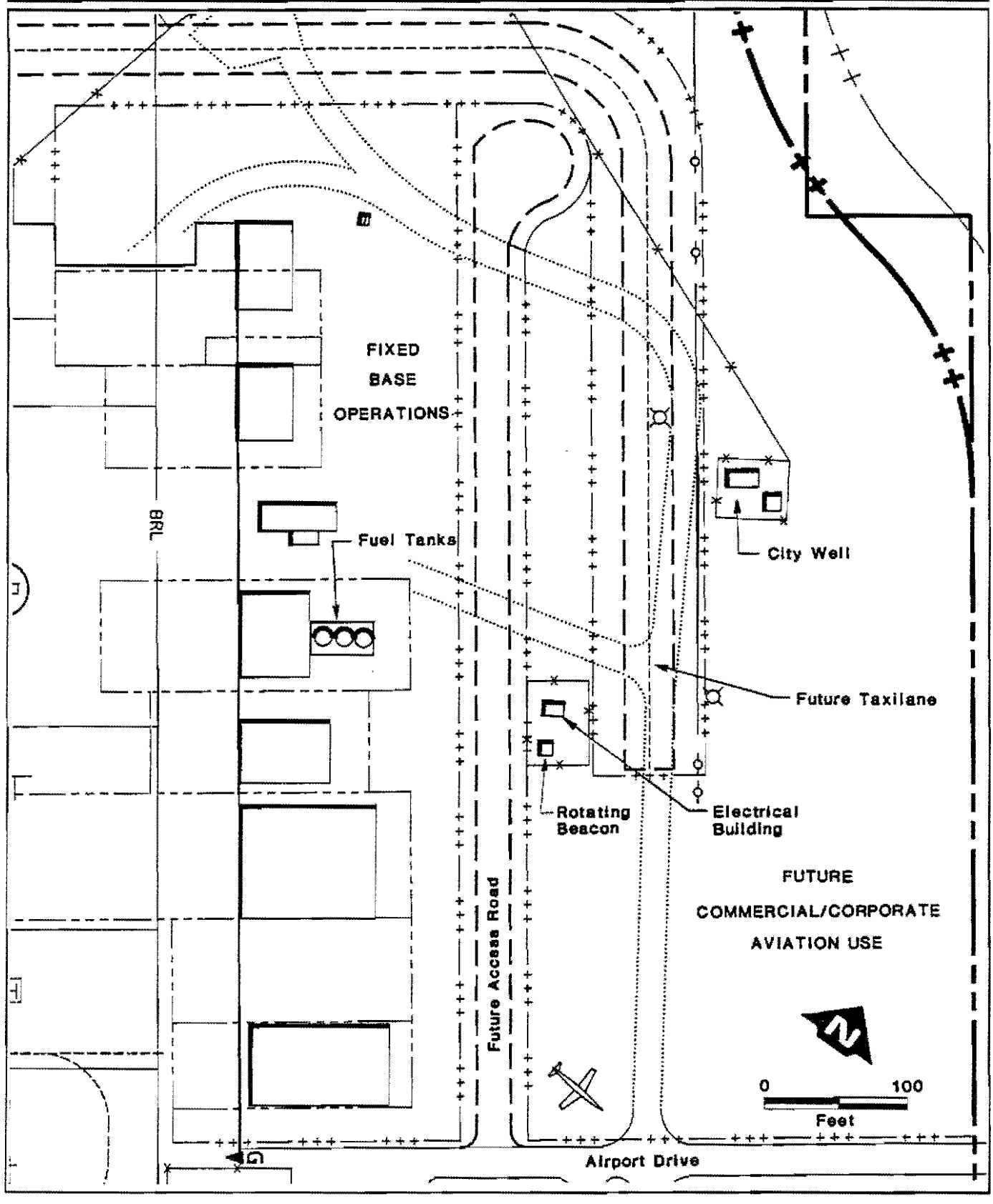



Figure 12

## Recommended FBO Area Layout

**Madera Municipal Airport**

ways, where possible. Landscaping should be used to soften the effect of fencing.

- A signing program is an essential component of a fencing program. Signs can be used to direct visitors and delivery vehicles, designate delivery docks, direct visitors to viewing areas, indicate which areas are closed to the public, etc.

- A fencing program should be coordinated with the tenants' and users' needs and wishes.

- Fences should be well marked and lit near aprons, taxilanes and gates. This will reduce the likelihood of someone taxiing or driving into them.

## Recommendation

The recommended fencing plan is shown on the Building Area Plan and Airport Layout Plan. Key elements of the overall plan for security at the Airport are:

- Retain the resident night watchman. This position provides an important service at low cost to the City.

- A card gate should be installed at the entrance to the hangar and based tiedown area. The card gate for the hangar and based tiedown area should be installed as soon as finances permit. A directional sign should be placed at the intersection of Airport Drive and Aviation Drive. The area in front of the gate should have adequate room to turn a vehicle around.

- A punch code gate should be installed on the apron access road. This gate will increase both security and safety by eliminating routine use of the commercial apron by vehicles. A punch code gate for the apron should be installed as soon as a paved access road is provided to the FBO leaseholds.

# 9

# Land Use and Environmental Compatibility

# 9

# Land Use and Environmental Compatibility

## NATURE OF IMPACTS

The issue of compatibility between a general aviation airport such as Madera Municipal, and its surrounding land uses can be addressed in terms of three major considerations: noise impacts, hazards to flight, and safety on the ground. The issue with regard to noise is clear - noise is often perceived to be the most significant of the adverse impacts associated with airport activity. The concern with respect to flight hazards is to avoid land use conditions that could cause an accident. On the other hand, the objective in providing safety on the ground is to reduce the risks - to the occupants of aircraft as well as to people on the ground - in the event that an accident occurs.

In addition to these three primary considerations, there is a fourth one, less well defined, that warrants examination. This is the issue of annoyance. This impact seems to result from a combination of factors: noise and the fear element associated with the risk to people on the ground.

Information about these and other environmental effects is summarized in an Initial Study of Environmental Effects contained in Appendix C.

### Noise Impacts

#### *Background*

Noise can be described as an unwanted or disruptive sound. Two basic elements determine whether a sound is perceived as disruptive: (1) characteristics of the sound itself; and (2) the human activity taking place when the sound occurs.

The principal characteristics of sound are its loudness (amplitude) and frequency (pitch). The standard measure of loudness is the decibel (dB). The frequency of a sound is significant because the human ear is not

equally sensitive to all frequencies. To reflect this varying sensitivity, an A-weighted decibel scale (dBA) is typically used to measure the perceived loudness of a sound.

In order to measure the noise value of a sound, it has been found that other factors also must be considered. To take such factors into account, various composite noise descriptors have been devised. The descriptor most commonly used in California to measure noise generated by aircraft operations at an airport is the Community Noise Equivalent Level (CNEL). Inputs to the calculation of CNEL contours include the sound level transmitted by individual operations of each aircraft type using the airport, the number of operations by aircraft type, the time of day when the operations occur, runway utilization, aircraft flight track geometry, and the takeoff and landing profiles of each aircraft type.

The type of human activity is a factor in determining the disruptiveness of a noise because a noise level which may be disruptive to one type of activity may be acceptable with respect to another. Various studies have been done to ascertain the decibel level at which noise will interfere with a given activity. These data in turn have been used to establish relationships between acceptable or unacceptable composite noise levels and specific types of land uses.

The type of land use most often of greatest concern with regard to airport noise impacts is residential. Not only are residential uses more susceptible to noise impacts than most other types of land use, but residential or potential residential uses frequently occupy the largest percentage of land in the environs of an airport. Many federal, state, and local agencies have established a standard for the maximum acceptable noise level in a residential area - the most common standards are a CNEL (or equivalent) of 60 or 65 dBA.

State of California airport noise standards, as well as Federal Aviation Regulations (Part 150), establish a CNEL of 65 dBA as the maximum acceptable noise exposure for residential land uses. This criterion, however, is set primarily with regard to major air carrier airports in relatively noisy urban locations. For most airports, especially those in less noisy suburban or rural settings, a 60-CNEL standard is suggested. Some of the most rural communities utilize a value as low as 55 dBa.

### *Noise Contours*

The current (1990) and forecast (2010) noise contours for the Madera Municipal Airport are presented in Figures 13 and 14. The aircraft operational data and other inputs to the noise model are presented in Appendix D. In general terms, the increase in the noise contours will be due to:

- The growth in operations by based aircraft due to an increase in the number of based aircraft (98 to 165).

- An increase in training operations by light, single-engine aircraft.
- A modest increase in the number of business turboprop and turbofan aircraft.

- The regular use of the airfield by commuter airline turboprop aircraft during flight training.

It will be noted that the 60 CNEL noise contour for 2010 is smaller than forecast for the year 2000 in the previous Airport Master Plan. The previous forecast was prepared just after the growth in general aviation activities peaked (1980); 280,000 annual operations were projected for the year 2000. The current forecast for 2010 is for 100,000 annual operations. This forecast reflects the leveling of general aviation activity which has occurred both regionally and nationally.

### *Single-Event Noise*

Noise contours represent a summary of noise impacts. Individual noise events — single-event noise — may be more intrusive at some locations around an airport than annualized noise impacts (shown as noise contours) would suggest. This is often the case where there are moderate levels of aircraft activity by predominantly quiet aircraft. This is the case at Madera Municipal Airport.

It is unfortunate that presently there are not accepted standards for single-event noise levels. It is likely that they would be useful in guiding land use compatibility planning at Madera Municipal Airport. The U.S. Environmental Protection Agency is currently working with the Federal Aviation Administration to validate a measure of single-event noise. Standards would then be developed.

Although there are not yet nationally accepted standards for single-event noise, it is possible to anticipate where single-event noise levels may pose a compatibility problem. Wherever aircraft at Madera Municipal Airport are commonly below 400 feet AGL during landings or takeoffs, sound levels may be high enough to interrupt sleep or speech. In the previous Airport Master Plan, the forecast volume of activity extended the 60 CNEL contour approximately 7,000 feet to the southeast of the Airport. This encompassed the area where single-event impacts would also be of concern. The new 60 CNEL noise contour, however, extends only 1,500 feet southeast of the runway — remaining on airport property. This should not be interpreted as suggesting that noise will not be a concern on the lands beyond the contour. Rather, the concern will shift from cumulative noise impacts to single-event noise impacts. For the purposes of land use compatibility planning, noise concerns exist both within the 60 CNEL contour and wherever aircraft will routinely be

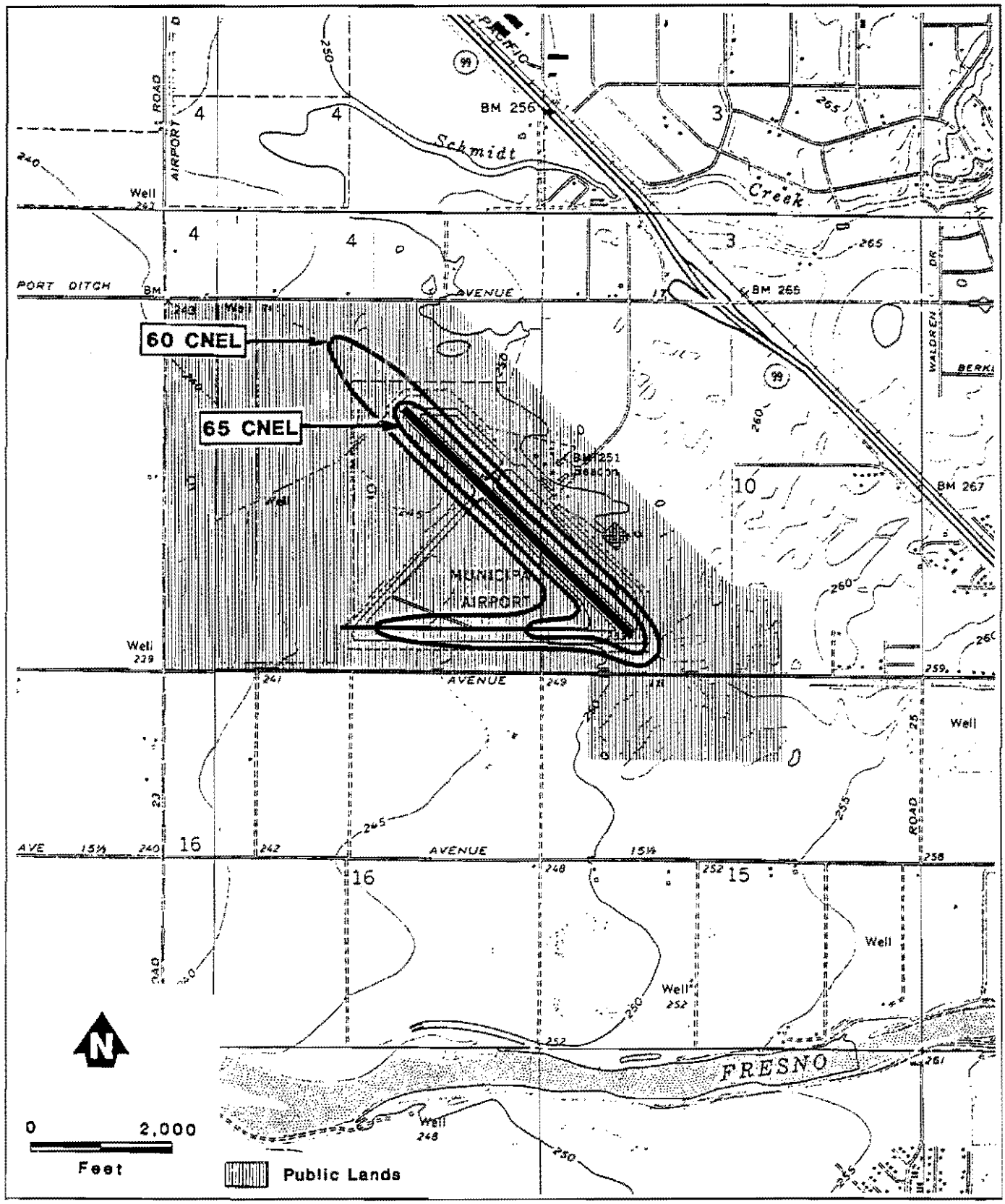



Figure 13

## Noise Contours: 1990

**Madera Municipal Airport**

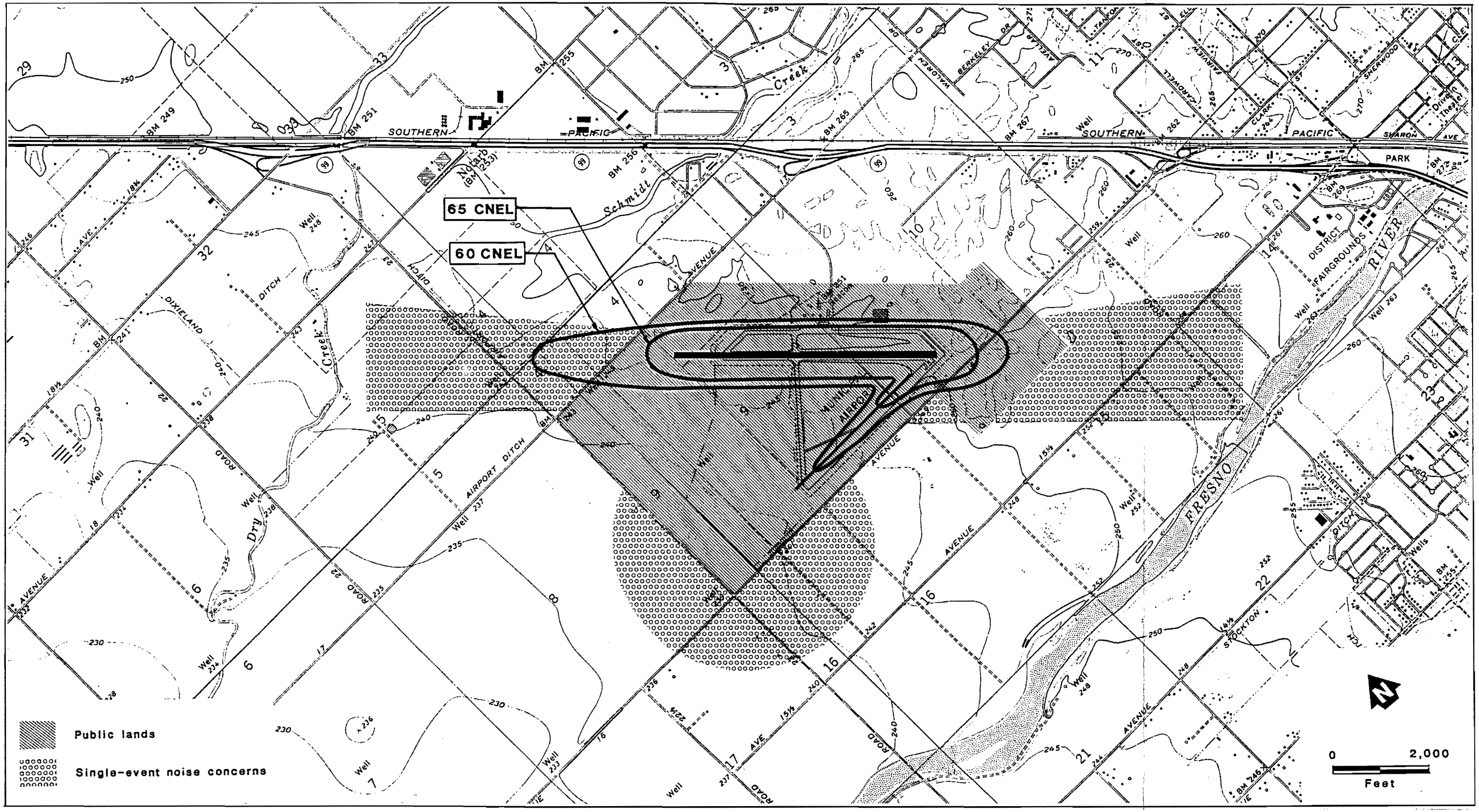



Figure 14

## Noise Effects: 2010

**Madera Municipal Airport**

below 400 feet AGL. This generally includes the areas where aircraft making visual approaches will be turning from the base leg to final (Figure 15). Where an instrument approach exists, it will also include the area within 7,500 feet of the touchdown point (or approximately 6,500 feet from the end of the runway). The noise impacts associated with aerial applicator aircraft ("crop dusters") will be concentrated in a fan-shaped area immediately west of the runway. The areas most likely to be significantly effected by single-event noise impacts are depicted on Figure 14.

## Hazards to Flight

Two types of potential hazards to flight are of concern: physical obstructions to the navigable airspace; and, secondly, other land use characteristics that can affect flight safety.

In order to safeguard an airport's long-term usability, preventing encroachment of objects into the surrounding airspace is imperative. Standards for the maximum allowable height of structures and other objects around airports are set forth in Part 77 of the Federal Aviation Regulations, "Objects Affecting Navigable Airspace." These standards reflect, with a margin of safety, the lowest altitudes at which an aircraft might reasonably be flown while approaching or departing an airport. The regulations require that the Federal Aviation Administration be notified regarding the proposed establishment of any object that would exceed the specified heights. Enforcement of the regulations is a local responsibility - beyond the notification procedure, the FAA has no direct power to enforce the regulations or prohibit obstructions from being created. The FAA nonetheless has two significant indirect powers with regard to airspace protection: (1) it can restrict the use of an airport if hazardous obstructions are deemed to exist; and (2) if the owner of an airport has not taken all reasonable steps to prevent such obstructions, the FAA can find the airport to be in noncompliance with conditions for the receipt of federal airport improvement funds and make it ineligible for future grants.

Other land use characteristics can also affect flight safety. The characteristics can be visual, electronic, or physical in nature. Visual hazards include distracting lights (particularly lights which can be confused with airfield lights), glare, and sources of smoke. Electronic hazards include any uses which interfere with aircraft instruments or radio communication. The principal physical hazards, other than the height of structures, are bird strikes. Although the risk of bird strikes is most serious along the corridors required for takeoffs and landings, the concern extends to elsewhere in the airport vicinity. Any land uses which can attract birds should be avoided, but those which are artificial attractors are particularly inappropriate because they generally need not be located near airports.

## Safety on the Ground

A primary means of limiting the risks of near-airport aircraft accidents is to limit the density of land use development. There are two aspects to such limitations -- a limit on structural coverage and a limit on the number of occupants. The former relates primarily to protecting people in an aircraft, whereas the latter involves the concern for people on the ground. Precedents for setting density limitations come from individual county airport land use commissions in California; federal and state regulations provide no quantifiable guidance except in regard to clear zones.

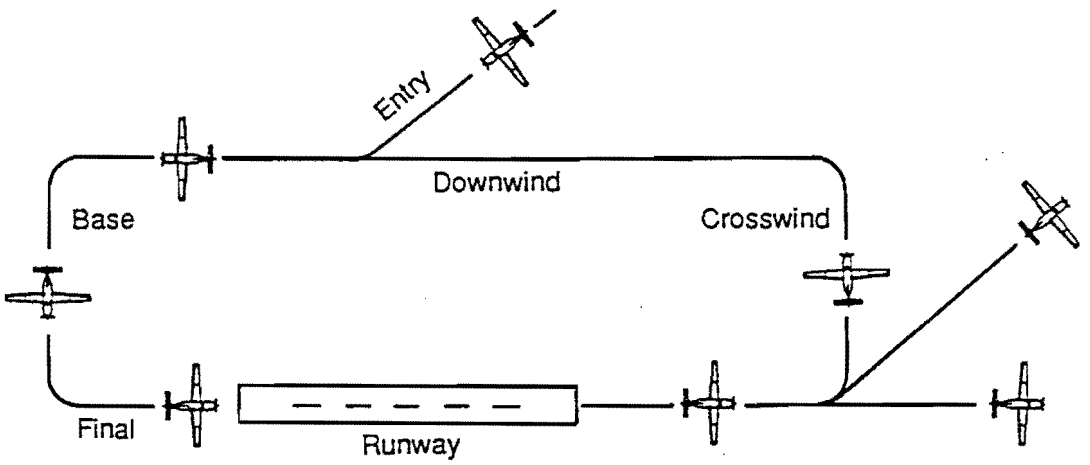
Accident probabilities increase with closer proximity to the runway ends in large part because of the greater concentration of aircraft over a given area. The risk is also greater because at low altitudes a pilot has little choice over where to make an emergency landing. At an altitude of 400 feet or above, limited discretion is possible. However, at traffic pattern altitude, a landing at the Airport should be possible. Greater restrictions are thus advisable within the clear zones and approach zones than in other parts of an airport environs.

**Runway Protection Zones:** FAA standards suggest that all runway protection zone property should be airport owned and free of structures. If this condition is impractical, then lesser measures - easements or zoning regulations - to at least restrict heights of structures and trees may be adequate.

**Approach Zones:** Within the approach zones and adjacent low-altitude overflight areas, it is desirable to have as much open land as possible and to minimize the number of people occupying the area. Where development occurs, clustering maximizes the amount of open space useful for emergency landings. To protect against the comparatively unlikely chance that an aircraft accident would occur in the development cluster, a maximum net occupancy level can be set.

FAA policy recognizes the importance of the area surrounding runway protection zones by making acquisition of property interests therein eligible for federal grants. The acquisition eligible area for all runways extends 5,200 feet beyond the end of each runway.

**Traffic Pattern Area:** Within the balance of the traffic pattern area, aircraft normally will be at altitudes greater than 400 feet above the Airport. Evenly distributed emergency-landing-site open spaces are adequate safety measures in these locations. Open land can be accomplished by clustering or other means of designating open space.




Note:
Recommended standard left-hand pattern is depicted. Recommended standard right-hand pattern would be opposite.

Source: Airman's Information Manual, Federal Aviation Administration, January 11, 1990; Figure 4-5.

**Figure 15**

## Standard Traffic Pattern

**Madera Municipal Airport**

### Annoyance

Compared to the preceding airport/land use compatibility considerations, the annoyance factor of airport activity is more subtle and subjective. It arises in locations where neither noise nor safety is measurably a significant factor - the noise of aircraft overflights seldom disrupts people's activities and the risk of an aircraft accident is statistically very low. Moreover, the degree of perceived annoyance varies widely from individual to individual even though the definable impacts may be similar.

One explanation of annoyance impacts is that they result from a combination of noise and safety concerns with fear being an element of the equation. Although people generally do not fear aircraft noise itself, they may be fearful of an aircraft crashing on their property, and it is the noise that mostly creates their awareness of aircraft presence. The occurrence of annoyance impacts thus appears to be influenced by several factors related to the individuals affected - their attitudes toward aviation including their feelings regarding the importance of the particular activity, their understanding of how airplanes fly, and their knowledge of when and how often overflights occur - as well as by the actual noise levels and the altitude of the aircraft.

A policy implication of these factors is the importance of education. Owners of property near an airport should be made aware of the nature and extent of the airport's activity and the plans for its future. Additionally, it is particularly important that a mechanism be established which will assure that prospective buyers of property in the airport area receive this information.

## BASIS FOR LAND USE RECOMMENDATIONS

The compatibility factors presented above describe the aeronautical basis for the land use recommendations which follow. However, there are other factors which shaped the recommendations. The paragraphs which follow describe these other factors.

### Prime Agricultural Land

Most of the land surrounding the Madera Municipal Airport is prime agricultural land, much of it irrigated. The implication of this fact is that continuation of agricultural activities is a viable alternative to development. Even if the Municipal Airport were not present, the City of Madera and Madera County would have to carefully consider the implications of converting a viable agricultural area to urban uses. The local

governments are under no obligation to change the current land use designations and zoning to permit development.

### Total Dwelling Units

The currently adopted City of Madera General Plan and Specific Plan Number 1 have established the total number of new dwelling units for the area south of the airport, west of Highway 99, north of the Fresno River and east of Road 23. A key assumption of this report is that the total number of units was established by the City after considering the need for development to be compatible with the Municipal Airport. There have been no changes in the role or use of the Airport which suggest that it would be appropriate to permit a greater number of units.

## LAND USE RECOMMENDATIONS

### General Recommendation

It is strongly recommended that the current land use designations and planned zoning for the land north of the Fresno River and west of Highway 99 (Figure 16) **not** be changed. This recommendation applies to the City of Madera, Madera County, and the Madera County Airport Land Use Commission. The pattern of land uses depicted in the respective general and specific plans of these agencies would retain a reasonable degree of compatibility between the Madera Municipal Airport and its environs.

As the owner of the Madera Municipal Airport, the City of Madera has a direct interest in maintaining the utility of this facility. Additionally, when the City accepted FAA grant funds, it agreed to a number of "assurances". One of the assurances states that the City "will take appropriate action, **including the adoption of zoning laws** (emphasis added), to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft." Failure to take all reasonable steps to protect the airport could result in the City becoming ineligible to receive FAA grants.

### Detailed Recommendations

It is recognized that the City of Madera and Madera County must balance many factors in making land use decisions. In order to provide the City and County with detailed guidance on land use compatibility, the Airport's environs have been divided into 13 subareas (Figure 17).

For each of these subareas, the specific compatibility concerns are summarized and, where appropriate, alternate means of obtaining compatibility are presented.

It is important that any change in land use designation or zoning does not have the effect of increasing the total number of future residents near the airport. If residential uses are added to or increased on one parcel, residential densities should be reduced elsewhere within the Airport's environs. It is **not** intended that all or even most of the alternatives be utilized. Individually, these alternatives may be marginally acceptable. The cumulative effect would not be acceptable.

## Area 1

The future runway protection zone (RPZ; formally called a clear zone) for Runway 30 is the most sensitive area in the Airport's environs. This trapezoidal-shaped area begins 200 feet from the end of the runway and continues 2,500 feet along the extended runway centerline. This zone is 1,000 feet wide at its inner end and 1,750 at its outer end.

Safety is the predominant concern, although noise levels will also be high. Aircraft passing over this area will be in the final stages of landing (or, less frequently, the first stage of takeoff). During an instrument approach aircraft will typically be less than 200 feet above ground level in this area.

Fortunately, the City already owns most of this area. No structures should be permitted in the remaining portions. The open space land use designation should be retained. Field crops are the preferred use for this area. Very low density recreational uses (no ball fields) would be an acceptable use outside of an 800-foot strip through the middle of the RPZ. The City should acquire all of the land within the future RPZ.

## Area 2

The inner approach zone begins at the outer end of the RPZ and extends an additional 2,500 feet centered on the extended runway centerline. The inner width is 1,750 feet and the outer width is 2,500 feet. This inner approach zone has generally the same dimensions as the "Approach Zone" adopted by the City of Madera. However, the outer corners of the Approach Zone are clipped (see dashed area on Figure 15). Most of this land is designated for open space uses. The southerly corner is designated for 12,000 square foot residential lots; the easterly corner is has been developed with 6,000 square foot residential lots.

Both noise and safety are significant concerns. Aircraft will commonly be less than 350 feet above the ground during instrument approaches.

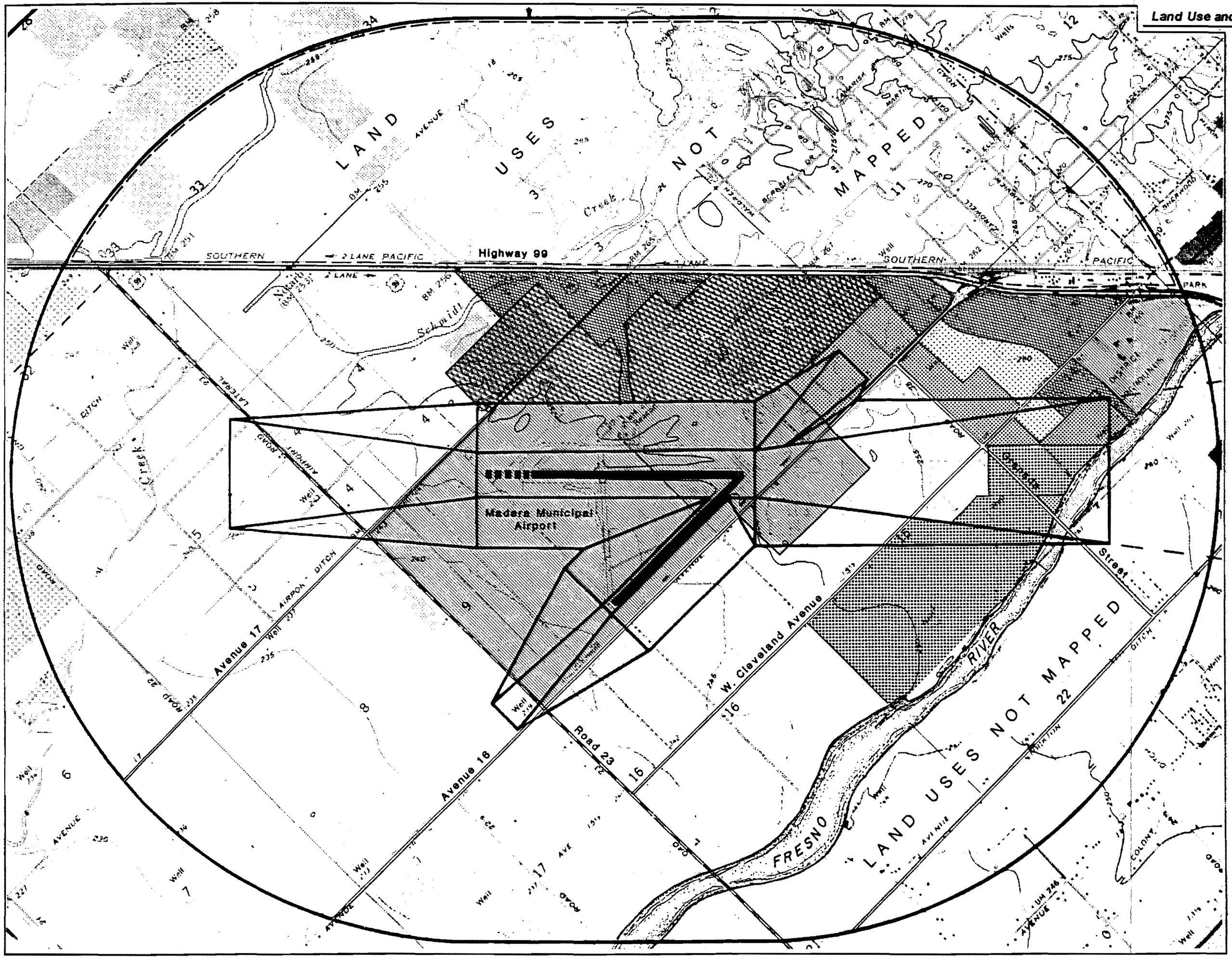
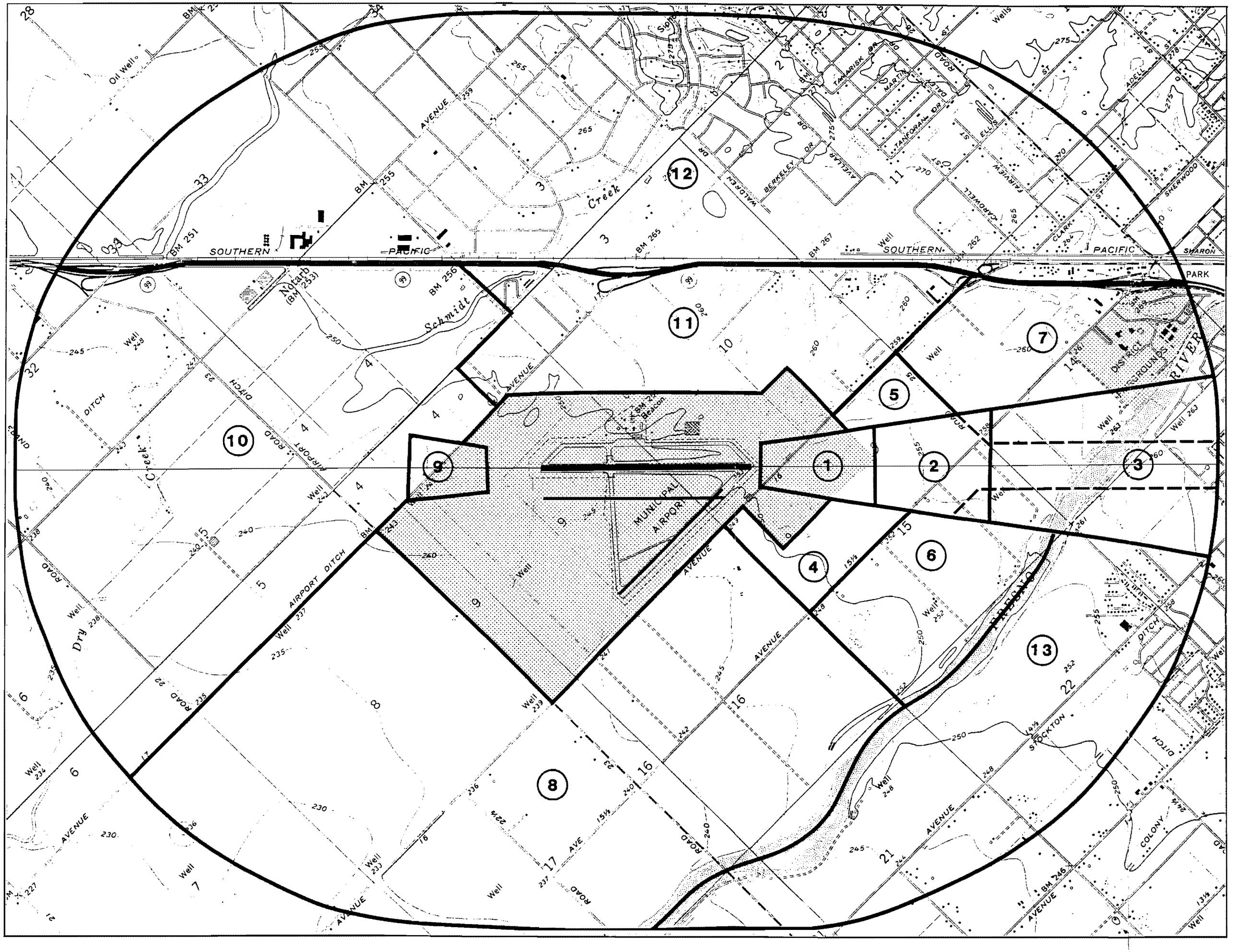



**Figure 16**

## Existing Land Use Designations

**Madera Municipal Airport**




LEGEND

Public Land

1 Area keyed to text

N

0 2,000

Feet

Figure 17

## Land Use Compatibility Areas

Madera Municipal Airport

During visual approaches, aircraft will be turning from the base leg onto the final leg of the approach (Figure 14). If a parallel runway is constructed a second flight track parallel to and west of the existing arrival path will be created.

It would be desirable to have the entire area designated for open space uses (minus the small portion of the southeast corner which is already developed). While the current designation of residential uses in the two outer corners does provide for equity among land owners, the circumstances of the two corners are different. The extended runway centerline for the parallel runway passes through the center of the residentially designated area in the southwest corner. Noise impacts and safety concerns are potentially higher in the southwest corner than the southeast corner. Although undesirable, it would be acceptable to retain the current land use designations.

It would also be possible to permit residential uses in that portion of the zone south of West Cleveland Avenue subject to the following conditions:

- The total number of residences is not increased.
- Residences are kept as far as practical from the extended runway centerline; 500 feet is a suggested minimum.
- A comparable amount of open space is retained elsewhere on the effected properties.

The City should acquire as much of Area 2 as possible. Highest priority should be given to the area north of West Cleveland Avenue. Second priority should be given to that portion of the area south of West Cleveland Avenue which lies within the City's Extended Runway Centerline Zone.

## Area 3

The outer approach area is an extension of the inner approach area. This area extends an additional 5,000 feet to the southeast to where it intersects the edge of the horizontal surface (defined by FAR Part 77). Noise and safety are both moderate concerns within this zone. The Extended Runway Centerline Zone adopted by the City of Madera encompasses a 1,000-foot wide section through the center of this area. The greatest concern is in that portion located north of the Fresno River. Aircraft will be below 500 feet AGL during instrument approaches and noise impacts are greater. South of the Fresno River, compatibility concerns are strongest along the extended centerline. Safety concerns south of the Fresno River are low; only concentrated, sensitive uses (e.g., schools) are of significant concern.

Suburban residential densities are acceptable within this area. Moderate-occupancy retail, office and industrial uses could also be compatible with airport activities. To the extent possible densities should be lowest near the extended runway centerline and north of the Fresno River. Density transfers are encouraged to accomplish this.

## Area 4

This area lies to the west of the RPZ and inner approach zone for Runway 30. The approach surface for the parallel runway passes over the eastern edge of this property. This area will be routinely overflown by aircraft – at low altitude – making visual approaches to Runway 30 (or the parallel runway, when constructed). Noise impacts will be significant (although the property is outside of the 60 CNEL contour) and overflight annoyance is a major concern.

This area is currently designated for open space uses on the Specific Plan Number 1. Approximately 45 acres had been designated for low density residential use on the Madera General Plan.
It is strongly recommended that this area be retained in open space uses. Low intensity industrial uses (e.g., warehousing) would be an acceptable alternative from an airport perspective – however, other community concerns may make industrial uses inappropriate. If broad community purposes make it essential that residential uses be permitted, the number of units permitted should not exceed that which would have been permitted under the General Plan.

Assuming that:

- 45 acres were designated low-density residential under the General Plan;
- Low-density is defined as 12,000-square foot net lot size (parallel to the densities approved in Specific Plan No. 1);
- 20% of the land would be used for roads, etc.;
- There are 43,560 square feet in an acre;

the total number of units would be $\frac{45 \times 43{,}560 \times 20\%}{12{,}000} = 130.$

If residential uses are permitted, the residences should be located as far to the west and south as practical. In no case should building sites (whether residential or industrial) be located under the approach zone for Runway 30 or the proposed parallel runway.

## Area 5

The compatibility concerns for this property are similar to those for Area 4. The principal difference is that the noise, overflight and safety concerns will match those of Area 4 only when the parallel runway is constructed. When the parallel runway is constructed, the standard arrival path for Runway 30 will shift to the east side of the Airport.

It is recommended that this area be retained in open space uses. The City should acquire the westernmost 20 acre parcel. Low-intensity industrial uses could be an acceptable alternative to open space (from an airport perspective). Offices (as assessory uses) and other areas with concentrated occupancy should be concentrated away from the extended runway centerline. If residential development is permitted within this area, all structures should be located on the northern half of the parcels.

## Area 6

It would have been desirable for this area to remain in productive, agricultural uses. However, as this area has been designated for residential use, the principal concern is that total number of residences permitted within the area not be increased. The total number of dwelling units shown in Specific Plan Number 1 should not be increased. However, it is appropriate that some areas have higher than average densities to permit the retention of open spaces within this area. To the extent practical, densities should be lowest on the land closest to the extended runway centerline of Runway 30.

## Area 7

Although lower residential densities would be desirable, the present land use designation is this area are acceptable. The highest residential densities and commercial uses should remain as far from the extended centerline of Runway 30 as possible. No increase in dwelling units should be permitted.

## Area 8

The area west of the Road 24 alignment (north of the Fresno River) extending northward to Avenue 17 is not currently within City's General Plan area and urban limit line. The most significant impact on this area are the high single-event noise impacts associated with aerial applicator aircraft ("crop dusters") utilizing the restricted runway. Typically these aircraft begin operations early in the morning; some crops require night operations. These aircraft are usually flown at or below 200 feet AGL.

The noise impacts are severe enough that new residential uses should not be permitted, unless they are associated with agricultural activities (i.e., housing for the owner or employees). This area is also routinely overflown by aircraft making visual approaches to Runway 30.

This area should remain in agricultural uses. New parcels less than 20 acres should not be created. Large lot residential uses should specifically not be permitted, although the new municipal golf course may create interest in this type of use. Sewer lines should not be extended into this area.

### Area 9

This area lies within the future RPZ for Runway 12. The RPZ begins 200 feet beyond the future end of the runway. Its dimensions are 1,000 feet at the inner end, a length of 1,700 feet and an outer width of 1,510 feet. Safety is the overriding concern, although high noise levels will also be experienced. This area should remain in open space uses. The City should acquire the land within this area.

### Area 10

This area encompasses all of the area west of Highway 99 and north of Avenue 17 that is not already designated for commercial or industrial uses. Most departures from the Airport will be made over this area. Aircraft noise is typically highest during departures. The greatest safety concerns are along the extended runway centerlines, especially that portion underlying the approach surfaces.

This area should remain in agricultural uses. Generally, new parcels less than 20 acres should not be created. However, the area adjacent to Avenue 18 which is already substantially committed to five-acre parcels can retain its current designation. Large lot residential uses (i.e., two-acre parcels and smaller) should specifically not be permitted, although the new municipal golf course may create interest in this type of use. Sewer lines should not be extended into this area.

The City should acquire the land under the approach surface out to Road 23 in fee simple. Approach protection easements should be acquired on the land under the approach out to 5,000 feet from the end of the primary surface.

### Area 11

Currently, this area is minimally effected by airport operations; the area is infrequently overflown and noise impacts are low. However, when

the parallel runway is built, the standard landing pattern for Runway 30 will be shifted to this side of the Airport. This will increase safety concerns, although not to a high level. Noise impacts will remain minor. Annoyance associated with overflights is a possibility for the proposed residential uses.

The commercially and industrially designated areas are acceptable as currently designated. The one residentially-designated area is also acceptable as located; however, industrial uses would be preferred. Clustering of residential uses is desirable.

### Area 12

This area consists of all of the land underlying the horizontal surface which is east of Highway 99. Currently this area is almost never overflown by aircraft arriving or departing Madera Municipal Airport. Most aircraft remain west of the Airport. When the parallel runway is activated a significant share of the aircraft operations will shift to the east side of the Airport. However, most aircraft are expected to remain west of Highway 99. Some aircraft will likely overfly this area while descending to the pattern altitude. The effect on this area is expected to remain insignificant. All land uses are acceptable, except extremely tall structures or uses that would produce electronic interference.

### Area 13

This area lies south of the Fresno River and west of the outer approach zone to Runway 30. Much of this area is already developed in residential uses, although those on the western portion are on large lots. The principal impact on this area will be overflight by aircraft landing on Runway 30. It is seldom necessary for single-engine aircraft (the predominant users of the Airport) to fly south of the Fresno River when making a landing on Runway 30. Only when there are several aircraft in the pattern is it necessary for pilots to extend the pattern to provide adequate spacing between aircraft. The City will initiate a program to encourage pilots to remain north of the Fresno River whenever conditions make it possible to do so safely. All land uses are acceptable, except extremely tall structures or uses that would be a source of distracting lights, electronic interference or smoke.

## BUYER AWARENESS

Buyer awareness is an umbrella category for several measures whose objective is to ensure that prospective buyers of property in the vicinity of the Airport are informed of the aviation activities which might affect their enjoyment of the property. As the areas around the Madera Muni-

cipal Airport are developed, the importance of a buyer awareness program will increase. A buyer awareness program for the Madera Municipal Airport should include these components:

- Adoption of an airport combining zone.
- Dedication of avigation easements.
- Real estate broker notification.

An **airport combining zone** should be adopted by the City of Madera and Madera County for all land underlying the horizontal surface (Figure 3). It is common for prospective purchasers of land to inquire about the zoning. Have a combining zone will serve to make prospective buyers aware of the presence of the Airport. It is hoped that this will result in further inquiry about the nature of airport operations. At a minimum they will become aware that the airport exists.

**Dedication of avigation easements** should be required as a condition of approval of all subdivisions in Areas 1 though 11, excluding that portion of Area 3 which is south of the Fresno River. An avigation easement normally conveys the following rights:

- A right-of-way for free and unobstructed passage of aircraft through the airspace over the property at any altitude above a surface specified in the easement (set in accordance with Federal Aviation Regulation Part 77 and/or criteria for terminal instrument approaches).
- A right to subject the property to noise, fumes, dust, and fuel partial emissions associated with normal airport activity.
- A right to prohibit the erection or growth of any structure, tree or other object that would enter the acquired airspace.
- A right-of-entry onto the property, with appropriate advance notice, for the purpose of removing, marking, or lighting any structure or object that enters the acquired airspace.
- A right to prohibit electrical interference, glare, misleading lights, and other hazards to aircraft from being created on the property.

**Notification of real estate brokers** is an important supplement to the other measures. This can be accomplished a number of different ways. It is recommended that the notification program begin with informal presentations to real estate groups. The widest possible coverage for these talks should be sought. The adoption of this Airport Master Plan could serve as the focus of the talks. The talks should provide a broad overview of the current and future role of the airport in the community. Airport impacts and adopted land use compatibility policies should be discussed, but not overly emphasized.

Following the round of informal talks, it is appropriate to follow with a formal notice. The most direct way is to send a registered letter to every broker in Madera County. Those in the Fresno area should probably also receive notification. Real estate brokers have a legal obligation under California law to inform prospective buyers of any conditions which might effect the property under consideration. The presence of an airport could be an important consideration for some individuals. Mailing labels for real estate brokers (and agents) can be obtained from the California Division of Real Estate. If sufficient resources (i.e., staff time, etc.) are available, the City of Madera should include title insurance companies in this mailing.

The letter should note that as some people are sensitive to aircraft noise and overflights, the City of Madera wishes prospective buyers within the area surrounding the Madera Municipal Airport to be aware of the Airport's existence. The letter should identify those areas which are considered to be within the Madera Municipal Airport's area of influence (i.e., underlying the horizontal surface). A copy of the graphic which shows forecast noise contours and areas where single-event noise may be of concern should also be included.

## PROPERTY ACQUISITION

Although appropriate land use planning is essential to maintaining compatibility between Madera Municipal Airport and its environs, a higher degree of control over land use is required in certain key areas. These areas are the runway protection zones and that part of the approaches immediately beyond the runway protection zones. The City of Madera can obtain this control only through acquisition of property rights.

Two kinds of property acquisition are appropriate. Fee simple acquisition is appropriate in runway protection zones and where aviation-related facilities may need to be installed (e.g., middle marker). Where the primary purpose is to prevent inappropriate development, fee simple acquisition may not be necessary. In these cases approach protection easements may be suitable. The rights acquired in an approach protection easement are the same as those for an avigation easement with one important addition. When the City acquires an approach protection easement it also acquires specific development rights. The acquisition of an approach protection easement would limit the use of the property to agricultural and other open space uses. The development rights acquired in an approach protection easement are very similar to the rights typically acquired under a conservation easement.

The specific properties recommended to be acquired are shown in Figure 18. Approximately 124 acres south of the Airport are proposed to be acquired in fee simple. An additional 103 acres located north of

the Airport are also targeted for fee simple acquisition. Approach protection easements are proposed to be acquired on 63 acres north of the Airport.

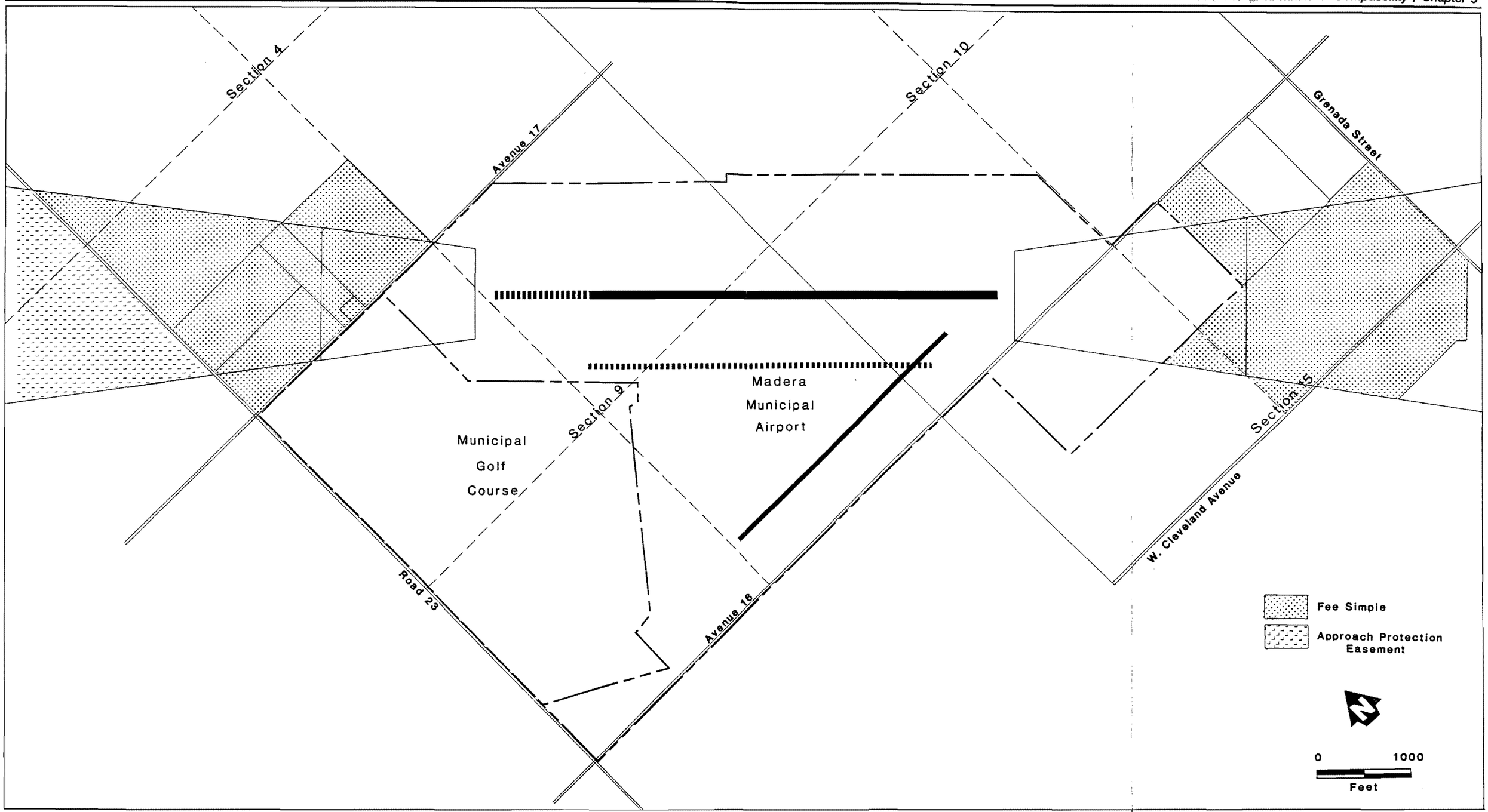



Figure 18

## Property Aquisition

**Madera Municipal Airport**

# 10

# Financial Issues

# 10

# Financial Issues

## CAPITAL IMPROVEMENT PROGRAM

### Cost Estimates

Table 1 in Chapter 2 sets forth cost estimates (based upon 1990 dollar values) for proposed airport development at the Madera Municipal Airport over the next twenty years. The estimates are tabulated in three stages (0-5 years, 5-10 years, and 10-20 years) consistent with the anticipated project implementation sequence. It must be emphasized that the developmental costs presented in Table 1 have been estimated on an order-of-magnitude basis for preliminary planning and programming purposes only. Specific project analysis and detailed engineering design will be required at the time of project implementation to provide more refined and up-to-date estimates of developmental costs. As presented in Table 1, the Master Plan projects a total Capital Improvement Program cost of approximately $5.2 million over the 20-year planning period.

### Capital Funding Sources

There are a variety of sources from which funding and financing for publicly-owned airport facilities and improvements can be obtained. These sources include federal grants, state grants and loans, airport sponsor self-funding, and private investment.

#### *Federal Grants*

The most common source of federal aid for airport facilities currently is the Airport Improvement Program (AIP) administered by the Federal Aviation Administration. Re-established in 1987, the AIP is the latest evolution of a program originally authorized by Congress in 1946 as the Federal Aid to Airports Program (FAAP) and reconstituted in 1982 as the Airport Improvement Program (AIP).

The AIP is based upon a trust fund concept, allocating aviation-generated tax revenues for specified airport facilities on a local matching share basis. The program currently provides for 90% federal participation and 10% local participation on eligible airport projects in the state of California. Historically, the local match requirement has ranged as high as 50%. Whether the relatively generous 90% federal share will continue beyond the current legislation's expiration in 1992 is not certain.

Although the AIP is designed specifically for public airport improvement, there are other federal programs which can also be applied to airport needs. The federally-funded Economic Development Administration Program and the State and Local Fiscal Assistance Act of 1972, as amended, have also been used on a limited basis to fund airport facilities not otherwise eligible for AIP grants. As it is relatively difficult for public airports such as the Madera Municipal Airport to qualify for these special funding programs, these resources have not been considered in the formulation of Master Plan funding alternatives.

### *State Grants and Loans*

The California Aid to Airports Program (CAAP), administered by the State Division of Aeronautics, is similar to federal AIP grant program inasmuch as the state program provides airport development funds on a matching share basis, which is currently 90% state and 10% local. The state grants are allocated through the California Transportation Commission and are governed by the priorities set forth in the State Transportation Improvement Program (STIP).

Typically, the state grant program has concentrated on construction of airfield improvements that primarily benefit general aviation users. However, funding opportunities within this program are somewhat limited at present due to state funding constraints. An airport improvement project submitted for a CAAP grant faces substantial statewide competition for limited funds.

The State Division of Aeronautics also administers an Annual Grant Program through which all public airports in the State receive $5,000 per year to be used for grant eligible projects. Funds received must be kept in a Special Aviation Account and, with permission from the Division of Aeronautics, can be accumulated for up to five years toward a large capital project. The funds can also be used as part of a local match for a federal grant. An effort is under way in the State Legislature to increase this allocation to $10,000 per year. However, the success of this initiative is uncertain at present.

One other funding source available from the California Division of Aeronautics is the State Airport Loan Program. This program was established to allow public airport owners the opportunity to borrow

funds at lower than commercial interest rates for use on specified revenue-generating projects and as the local share of FAA grant-funded projects. In the past, the most common use of these loans was for hangar construction. More recently, the primary use for such loans has been as the local share of a FAA grant. Current thinking within the industry suggests that the State Airport Loan Program will be expanded in the near future, both in total size and project eligibility.

### *Airport Sponsor Self-Funding*

At large, publicly-owned airports, this source of funding typically involves the issuance of general obligation bonds or revenue bonds. General obligation bonds are backed by the full faith and credit of the issuing governmental agency. General obligation bonds are usually limited by a restriction or cap placed on the issuing governmental agency's indebtedness. Revenue bonds are secured by the pledge of revenue from one or more airport facilities. A special disadvantage of revenue bonds is the coverage requirement that net operating revenue exceed debt service by a stipulated ratio. Additionally, the fixed underwriting costs and complexities of a bond sale generally dictate their use for larger scale projects only. At the Madera Municipal Airport, the costs and restrictions associated with the issuance of general obligation bonds or revenue bonds combine to make such sources impractical for use in funding airport capital projects.

At airports the size and character of Madera Municipal Airport, airport sponsor self-funding is principally provided by a combination of airport-generated income and retained earnings and the airport sponsor's internal financial resources (i.e., City general funds). Funding of airport improvements and providing the matching share for grants-in-aid from these sources is the simplest and most economical method because direct interest costs are eliminated.

However, many communities are reluctant to expend internal financial resources on airport improvements. Fiscal limitations typically result in commitment of internal funds to higher priority public uses. Where a community's internal funds are made available for airport purposes, it may be in the form of an annual allocation or loan intended to: 1) offset airport operations and maintenance costs; 2) pay for small capital projects; and/or 3) match a state or federal grant. Such funding is often justified as recognition of the airport's public service contribution to the local community. In this view, the airport is seen as an important stimulus to area economic growth and development, as well as an important public air transportation facility. The sponsor acknowledges the airport's economic contribution to the community by providing a measure of general fund support for airport operation and capital development.

In the specific case of the Madera Municipal Airport, both operating revenues and operating expenses are modest. The Airport is fully cap-

able of supporting its operational and maintenance costs, but generates a relatively small surplus for use in funding necessary airport capital improvements. Accordingly, the City may find it necessary and/or desirable to use City general fund resources to provide supplemental funding or interim financing for airport capital development.

Hopefully, as airport activity increases, this form of public funding can be supplanted by a funding program based entirely upon federal and state grants, airport-generated income, and private investment.

### *Private Investment*

Private sector investment is an important source of funding for such airport facilities as fixed base operations and aircraft storage hangars. The City can continue to enhance the Airport's attractiveness to private investors by promoting the Airport, improving its facilities, and expanding its service offerings. By maintaining a prudent lease policy and enforcing reasonable development standards, additional private investment can be attracted to the Airport. In this manner, the City can shift the burden of financing certain facility development to the tenant while increasing the asset value of the Airport, thereby adding to the Airport's attractiveness and revenue-producing capability.

The most common sources of funding for private sector development are commercial lending institutions and insurance companies. In the case of private development on public lands, these types of financing may be difficult and expensive to obtain because the borrower can encumber only the improvements as loan collateral, not the underlying publicly-owned land. These conditions necessitate close attention to leasing policies and tenant contract negotiations. It is essential that agreements be reached with the tenants which provide for adequate airport revenues and facility development, while encouraging private investments and satisfying the tenant's borrowing requirements. Specifically, the lease term must be sufficient to allow reasonable investment amortization over the period of the agreement.

On occasion, private gifts and contributions are a source of funding for certain airport improvements. Often, the private contribution facilitates the development of public airfield improvements that jointly benefit both the private and public sectors.

## Conclusions

As noted previously, the proposed Capital Improvement Program will total $5.2 million over the projected 20-year period, with $2.4 million of this total to be applied toward projects in the initial five-year period. Assuming full funding is available from AIP and/or CAAP grants and private funds are invested as anticipated, the City's share over the 20-

year planning period will be approximately $1.5 million. It is anticipated that the City's share will be funded through a combination of Madera Municipal Airport funds (income and retained earnings) and City general funds.

## PRO FORMA FINANCIAL PROJECTION

A five-year projection of operating revenues, operating expenses, and operating net income for the Madera Municipal Airport is set forth in Table 11. These values are intended as an initial guide for financial planning purposes. It is recommended that the City periodically update and revise this financial projection to correspond with future information.

The projection focuses on the first five years of the planning period. All data is presented in 1990 dollar values; no attempt is made to adjust for future inflation. The projection values set forth in Table 11 are based upon the following factors and specific planning assumptions:

- Aviation activity at the Madera Municipal Airport will increase as anticipated by the Master Plan forecasts (Table 6).
- All revenue and expense categories will track the activity levels and facility development scenarios identified in previous chapters.
- Airport management will continue to review and adjust all rates and charges on an annual basis consistent with demand and airport role. As a minimum, the rates and charges should track the Consumer Price Index to maintain constant value.
- Eligible capital improvements will be financed to the maximum extent possible with Federal Aviation Administration Airport Improvement Program funds and State of California grant/loan program funds, with the City's share coming from airport income and retained earnings, and City general funds.
- No major capital expenditures other than those identified in this report will be required during the forecast period.
- One additional airfield maintenance worker position is programmed beginning in 1993.
- Revenue from the new golf course will begin accruing to the Airport in 1991 at an annual rate of $25,000.
- One additional multi-service fixed base operator will begin operations at the Airport in 1992.

(1990 Dollar Values in 1,000's)

| | *Historical* | | | | | *Projected* | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | **1985** | **1986** | **1987** | **1988** | **1989** | **1990** | **1991** | **1992** | **1993** | **1994** | **1995** |
| **OPERATING REVENUES** | | | | | | | | | | | |
| Hangar Space Rentals | $ 57.9 | 61.9 | 62.5 | 70.0 | 70.4 | 72.9 | 75.4 | 78.1 | 80.8 | 83.6 | 86.5 |
| Aircraft Parking | 6.1 | 6.0 | 4.5 | 4.9 | 5.4 | 5.6 | 5.8 | 6.0 | 6.2 | 6.4 | 6.6 |
| Building Rentals | 7.4 | 6.8 | 7.8 | 7.7 | 7.5 | 7.7 | 7.8 | 8.0 | 8.1 | 8.3 | 8.5 |
| Lease of Ground Areas | 35.6 | 44.1 | 49.0 | 63.2 | 41.6 | 43.1 | 51.8 | 58.3 | 59.9 | 61.6 | 63.3 |
| Fuel Concession | 5.2 | 6.9 | 7.7 | 7.4 | 7.2 | 7.5 | 7.7 | 8.0 | 8.3 | 8.6 | 8.9 |
| Other Revenue | 2.3 | 1.3 | .7 | 1.2 | 3.2 | 3.3 | 28.3 | 28.4 | 28.5 | 28.5 | 28.6 |
| *TOTAL OPERATING REVENUES* | 114.5 | 127.0 | 132.2 | 154.4 | 135.3 | 140.1 | 176.8 | 186.8 | 191.8 | 197.0 | 202.4 |
| **OPERATING EXPENSES** | | | | | | | | | | | |
| Cost of Sales and Services | $ 31.4 | 25.5 | 52.2 | 64.1 | 51.5 | 52.5 | 53.6 | 54.7 | 55.7 | 56.9 | 58.0 |
| General and Administrative Expense | 55.0 | 52.1 | 66.2 | 65.8 | 90.0 | 91.8 | 93.6 | 95.5 | 119.6 | 121.6 | 123.6 |
| *TOTAL OPERATING EXPENSES* | $ 86.4 | 77.6 | 118.4 | 129.9 | 141.5 | 144.3 | 147.2 | 150.2 | 175.3 | 178.5 | 181.6 |
| *TOTAL OPERATING INCOME (LOSS)* | $ 28.1 | 49.4 | 13.8 | 24.5 | (6.2) | (4.2) | 29.6 | 36.6 | 16.5 | 18.5 | 20.8 |
| **CUMULATIVE OPERATING INCOME (LOSS)** | $ - | - | - | - | - | (4.2) | 25.4 | 62.0 | 78.5 | 97.0 | 117.8 |

***Notes:***

1. The projections set forth herein were prepared as part of this Master Plan and reflect the operational factors and planning assumptions indentified in the accompanying text.
2. The historical revenue and expense figures are as documented in the City of Madera financial accounting summaries for the Airport Activity/Enterprise.
3. Totals may vary in some cases due to rounding off.

**Table 11**

# Pro Forma Financial Projection

**Madera Municipal Airport**

- The Airport industrial leasehold will generate an additional $7,200 per annum throughout the five-year projection period.

- All T-hangar development will be constructed as demand warrants and will be financed by the private sector. Corporate hangars and FBO facilities will be financed by the private sector.

## FINANCIAL SUMMARY

As can be seen in Table 11, the Madera Municipal Airport's projected operating income and retained earnings will be insufficient to totally fund the sponsor's share of the Capital Improvement Program costs over the short-term (i.e., five-year) financial planning period. This is not surprising in that the major portion ($2.4 million or approximately 60%) of the Airport's 20-year Capital Improvement Program local share requirement occurs within the initial five-year period. During this period, supplement funding and/or interim financing may be required to provide for the timely and cost-effective implementation of the Capital Improvement Program.

Over the course of the 20-year planning period, it is anticipated that airport operating income will be adequate to support the proposed Capital Improvement Program. The Airport's fiscal condition could be improved by further reducing expenses or increasing revenues. The Airport's operating expenses are already modest, however, and a significant reduction in expenses may not be achievable. Airport revenues could be enhanced by developing new sources or airport-related revenue or by increasing rates charged to airport lessees, permittees, and users. Caution must be exercised, however, in establishing higher rates at the Airport. A reasonable balance must be sought between the need for a financially viable airport, the continuation of subsidies to the private sector, and general aviation market conditions. In this regard, the Airport's rates and fees structure should be established in a manner which permits the City to safely operate and improve the Airport while attracting the Airport's target user groups - personal/recreational aircraft users and small corporate/business aircraft users desiring general aviation air transportation access to the Madera area.

# Appendices

# EXISTING FACILITIES

## RUNWAY/TAXIWAY SYSTEM

*Runway 12-30*

| | | |
|---|---|---|
| Pavement | 4,500' long; 150' wide<br>Effective gradient: 0.11%<br>Section: | Good |
| | Strength:<br>28,000# (single-wheel) | |
| Safety Area | Length: 200' beyond runway end | |
| | Width: approx. 500' | |
| Markings | Nonprecision | |
| Lighting | Medium Intensity Runway Lights | |
| Landing Aids | VASI: 2-box, Runway 30<br>3.0° glide angle<br>34' threshold crossing height | |
| Approaches | Runway 12<br>clear 50:1 to primary surface<br>Runway 30<br>clear 10:1 to primary surface | |

*Runway 7-25*

| | | |
|---|---|---|
| Pavement | 3,980' long; 150' wide<br>Effective gradient: 0.25%<br>Section: | Fair |
| | Strength:<br>28,000# (single-wheel) | |
| Safety Area | Length: 200' beyond runway end | |
| | Width: approx. 180' | |
| Markings | Restricted | |
| Lighting | None | |

| | | |
|---|---|---|
| Landing Aids | None | |
| Approaches | Runway 7<br>clear 50:1 to primary surface<br>Runway 27<br>clear 50:1 to primary surface | |
| *Taxiways* | | |
| Parallel | 50' wide<br>Asphalt full length<br>500' of runway centerline<br>Centerline reflectors | |
| Runway Exits | At runway ends:<br>Taxiway B 50' wide<br>Taxiway E 50' wide<br><br>Midfield:<br><br>Taxiway D 50'<br>Taxiway C 50' | |

NAVIGATION AND COMMUNICATIONS

| | | |
|---|---|---|
| Wind Indicator | Wind sock mounted on Beacon Tower<br>Segmented circle located midfield | |
| Rotating Beacon | Tower mounted, standard midfield<br>West of Aviation Drive | |
| UNICOM | Common Traffic Advisory<br>Frequency 122.8<br>Operated by City of Madera | |
| Approach Control | Fresno Approach Control<br>Frequency 119.45 | |

BUILDING AREA

*Aircraft Aprons*

| | | |
|---|---|---|
| Apron Area | 300,000 square feet or acres<br>45 aircraft tiedowns<br>15 aircraft capacity transient tiedowns | Very good |
| Hangar Apron and Taxilanes | Located by T-hangars | Good |
| Helicopter Parking and Helipad | Two parking positions | Good |

| | | |
|---|---|---|
| *Buildings* | | |
| FBO Hangar | Corrugated metal (some wood framing)<br>1- 50' x 60'<br>2- 50' x 60'<br>3- 40' x 60'<br>4- 80' x 100'<br>5- 60' x 90' | Good/Very good |
| Terminal Administration | 2,500 square feet<br>concrete and wood | Very good |
| Office | Wood (old terminal building)<br>20' x 50' | Fair |
| Civil Air Patrol | Wood<br>90 x 30 | Fair |
| T-Hangars/ Small box hangars | Corrugated metal siding<br>56 aircraft bays | Fair/Very good |
| *Other Facilities* | | |
| Fuel Island | 2 pumps<br>3 aboveground steel tanks | Good |
| Electrical Vault | | |
| Fencing | Complete perimeter fence, except through FBO area | Good |
| *Roads and Parking* | | |
| Auto Parking | Oiled gravel; capacity approx. 40 cars | Fair |
| Access Road | Asphalt; 50' wide | Excellent |
| *Utilities* | | |
| Electricity | Supplied by PG&E | |
| Telephone | Service by Pacific Bell | |
| Water | Fenced, north of FBO | |
| Wastewater | Sewer lift station located by T-hangars<br>City sewer service | |

# GENERAL CRITERIA FOR AIRPORT DESIGN STANDARDS

The Federal Aviation Administration has established standards pertaining to runway length, pavement strength, runway and taxiway clearances, etc. These standards, extensively revised in 1983, vary depending upon the airport's specific operating conditions (e.g. elevation, average maximum temperature, type of approach) and the characteristics of the "critical" aircraft which regularly use the facility or are expected to do so. At airports having multiple runways, each runway may have a different set of standards if each has a different type of approach or critical aircraft.

Aircraft are differentiated primarily according to weight, approach speed, and wingspan.

- *Weight* – Aircraft weight, specifically maximum certificated takeoff weight, is a determining factor in pavement strength and other basic airfield design components.

- *Approach Speed* – Aircraft approach speed influences runway length, runway setback distances, and various safety requirements.

- *Wingspan* – Airplane wingspan is a principal determinant of required runway and taxiway clearance standards.

These characteristics of the critical user aircraft determine the type of airport (or runway) as Basic Utility, General Utility, or Transport as summarized in Table B-1. Table B-2 lists the characteristics of specific aircraft and notes the categories in which each aircraft belongs.

Table B-1

# GENERAL AVIATION AIRPORT CLASSIFICATION CHARACTERISTICS

| Airport Classification | Aircraft Accommodated | | | | Precision Approach Commonly Available? |
|---|---|---|---|---|---|
| | Weight | Approach Speed | Wingspan | Examples | |
| Basic Utility Stage I | 75% of fleet up to 12,500 lbs. (including some twins) | up to 121 knots | up to 49 ft. | Cessna 172 Skyhawk<br>Piper PA-28 Archer | No |
| Basic Utility Stage II | Most airplanes up to 12,500 lbs. (including many twins plus some air taxi types) | up to 121 knots | up to 49 ft. | Beech Bonanza A36<br>Mitsubushi Marquis | No |
| General Utility Stage I | All airplanes up to 12,500 lbs. | up to 121 knots | up to 49 ft. | Cessna 404<br>Cessna Citation I<br>Piper PA-31 Navajo<br>Swearingen Merlin III | No |
| General Utility Stage II | All airplanes up to 12,500 lbs plus some heavier | up to 121 knots | up to 79 ft.* | Beech Super King Air 200<br>Cessna Citation II<br>Dassault Falcon 50<br>DeHavilland DHC-6 Otter<br>DeHavilland DHC-7<br>Embraer 110 Bandeirante | Yes |
| Transport | All weights | up to 166 knots | up to 262 ft. | Canadair Challenger CL-600<br>Fairchild F-27<br>Gulfstream III<br>Learjet 35<br>Rockwell Sabre 75A | Yes |

* Up to 118 feet if approach speed is less than 91 knots.

Table B-2

# AIRCRAFT CHARACTERISTICS

| Aircraft | Engines | Maximum Seats | Maximum Takeoff Weight (pounds) | Wingspan (feet) | Approach Speed (knots) | Weight Group | Design Group | Approach Category |
|---|---|---|---|---|---|---|---|---|
| *Piston Propellor* | | | | | | | | |
| Beech Bonanza A36 | 1 | 5 | 3,600 | 33.5 | 72 | small | I | A |
| Cessna 172 Skyhawk | 1 | 4 | 2,400 | 36.0 | 70 | small | I | A |
| Cessna 404 Titan | 2 | 10 | 8,450 | 46.3 | 92 | small | I | B |
| Mitsubushi Marquise | 2 | 9 | 11,575 | 39.1 | 88 | small | I | A |
| Piper PA-28 Archer | 1 | 4 | 2,550 | 35.0 | 69 | small | I | A |
| Piper PA-32 Navajo | 2 | 6 | 6,500 | 40.7 | 100 | small | I | B |
| *Turboprop* | | | | | | | | |
| Beech Super King Air 200 | 2 | 15 | 12,500 | 54.5 | 103 | small | II | B |
| DeHavilland DHC-6 Otter | 2 | 22 | 12,500 | 65.0 | 75 | small | II | A |
| DeHavilland DHC-7 | 4 | 53 | 44,000 | 93.0 | 86 | large | III | A |
| Embraer 110 Bandeirante | 2 | 19 | 12,500 | 50.3 | 92 | small | II | B |
| Fairchild F-27 | 2 | 48 | 42,000 | 95.2 | 109 | large | III | B |
| Gulfstream I | 2 | 40 | 35,100 | 78.5 | 113 | large | II | B |
| Short Brothers SD3-60 | 2 | 36 | 26,453 | 74.8 | 102 | large | II | B |
| Swearingen Merlin III | 2 | 10 | 12,500 | 46.3 | 105 | small | I | B |
| *Jet* | | | | | | | | |
| British Aerospace BAe-146-200 | 4 | 109 | 89,500 | 86.4 | 100 | large | III | B |
| Canadair Challenger CL-600 | 2 | 21 | 32,500 | 61.8 | 125 | large | II | C |
| Cessna Citation I | 2 | 9 | 11,850 | 47.1 | 108 | small | I | B |
| Cessna Citation II | 2 | 11 | 13,300 | 51.6 | 108 | large | II | B |
| Cessna Citation III | 2 | 15 | 17,000 | 53.5 | 114 | large | II | B |
| Dassault Falcon 50 | 3 | 16 | 38,480 | 61.9 | 113 | large | II | B |
| Gulfstream III | 2 | 22 | 68,700 | 77.8 | 136 | large | II | C |
| Learjet 25 | 2 | 10 | 15,000 | 35.6 | 137 | large | I | C |
| Learjet 35 | 2 | 10 | 18,000 | 39.6 | 143 | large | I | D |
| Rockwell Sabre 40 | 2 | 10 | 18,650 | 44.4 | 120 | large | I | B |
| Rockwell Sabre 60 | 2 | 10 | 20,172 | 44.6 | 120 | large | I | B |
| Rockwell Sabre 75A | 2 | 10 | 23,000 | 44.7 | 137 | large | I | C |

**Definitions**

*Weight Groups*

| | | Maximum Certificated Takeoff Weight |
|---|---|---|
| Small | – | 12,500 pounds or less |
| Large | – | Over 12,500 pounds |

*Design Groups*

| | | Wingspan |
|---|---|---|
| I | – | Less than 49 feet |
| II | – | 49 to* 79 feet |
| III | – | 79 to* 118 feet |
| IV | – | 118 to* 171 feet |
| V | – | 171 to* 197 feet |
| VI | – | 197 to* 262 feet |

* but not including

*Approach Category*

| | | Approach Speed** |
|---|---|---|
| A | – | Less than 91 knots |
| B | – | 91 to* 121 knots |
| C | – | 121 to* 141 knots |
| D | – | 141 to* 166 knots |
| E | – | 166 knots or more |

* but not including

** Defined as 1.3 times stall speed ($V_{so}$) at maximum certificated landing weight

# INITIAL STUDY
# ENVIRONMENTAL CHECKLIST FORM

## I. BACKGROUND

1. Name of Proponent: **City of Madera**
2. Address and Phone Number of Proponent:
   **Community Development Department**
   **City Hall**
   **205 West Fourth Street**
   **Madera, California 93637**
   **209-674-8802**
3. Date of Checklist Submitted: **June 12, 1990**
4. Agency Requiring Checklist: **City of Madera**
5. Name of Proposal, if applicable: **Madera Municipal Airport Master Plan**

## II. ENVIRONMENTAL IMPACTS

(Explanations of all "yes" and "maybe" answers are required on attached sheets.)

| | | YES | MAYBE | NO |
|---|---|---|---|---|
| 1. | **Earth.** Will the proposal result in: | | | |
| a. | Unstable earth conditions or in changes in geologic sub-structures? | __ | __ | X |
| b. | Disruption, displacements, compaction or overcovering of the soil? | X | __ | __ |
| c. | Change in topography or ground surface relief features? | X | __ | __ |
| d. | The destruction, covering or modification of any unique geologic or physical feature? | __ | __ | X |
| e. | Any increase in wind or water erosion of soils, either on or off the site? | __ | X | __ |
| f. | Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake? | __ | __ | X |
| g. | Exposure of people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards? | __ | __ | X |

| | | YES | MAYBE | NO |
|---|---|---|---|---|
| 2. | **Air.** Will the proposal result in: | | | |
| | a. Substantial air emissions or deterioration of ambient air quality? | — | — | X |
| | b. The creation of objectionable odors? | — | — | X |
| | c. Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally? | — | — | X |
| 3. | **Water.** Will the proposal result in: | | | |
| | a. Changes in currents, or the course or direction of water movements, in either marine or fresh waters? | — | — | X |
| | b. Changes in absorption rates, drainage patterns or the rate and amount of surface water runoff? | X | — | — |
| | c. Alterations to the course or flow of flood waters? | — | X | — |
| | d. Change in the amount of surface water in any water body? | — | — | X |
| | e. Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity? | — | X | — |
| | f. Alteration of the direction or rate of flow of ground waters? | — | — | X |
| | g. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations? | — | — | X |
| | h. Substantial reduction in the amount of water otherwise available for public water supplies? | — | — | X |
| | i. Exposure of people or property to water-related hazards such as flooding or tidal waves? | — | — | X |
| 4. | **Plant Life.** Will the proposal result in: | | | |
| | a. Change in the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops, and aquatic plants)? | — | — | X |

| | | YES | MAYBE | NO |
|---|---|---|---|---|
| b. | Reduction of the numbers of any unique, rare or endangered species of plants? | __ | __ | X |
| c. | Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species? | __ | __ | X |
| d. | Reduction in acreage of any agricultural crop? | X | __ | __ |
| 5. | **Animal Life.** Will the proposal result in: | | | |
| a. | Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms or insects)? | __ | __ | X |
| b. | Reduction of the numbers of any unique, rare or endangered species of animals? | __ | __ | X |
| c. | Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals? | __ | __ | X |
| d. | Deterioration to existing fish or wildlife habitat? | __ | __ | X |
| 6. | **Noise.** Will the proposal result in: | | | |
| a. | Increases in existing noise levels? | X | __ | __ |
| b. | Exposure of people to severe noise levels? | __ | __ | X |
| 7. | **Light and Glare.** Will the proposal produce new light or glare? | X | __ | __ |
| 8. | **Land Use.** Will the proposal result in a substantial alteration of the present or planned land use of an area? | __ | __ | X |
| 9. | **Natural Resources.** Will the proposal result in: | | | |
| a. | Increase in the rate of use of any natural resources? | X | __ | __ |
| b. | Substantial depletion of any nonrenewable natural resource? | __ | __ | X |

| | | YES | MAYBE | NO |
|---|---|---|---|---|
| 10. | **Risk of Upset.** Will the proposal involve: | | | |
| | a. A risk of an explosion or the release of hazardous substances (including but not limited to oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions? | X | | |
| | b. Possible interference with an emergency response plan or an emergency evacuation plan? | | | X |
| 11. | **Population.** Will the proposal alter the location, distribution, density, or growth rate of the human population of an area? | | | X |
| 12. | **Housing.** Will the proposal affect existing housing, or create a demand for additional housing? | X | | |
| 13. | **Transportation/Circulation.** Will the proposal result in: | | | |
| | a. Generation of substantial additional vehicular movement? | | | X |
| | b. Effects on existing parking facilities, or demand for new parking? | X | | |
| | c. Substantial impact upon existing transportation systems? | | | X |
| | d. Alterations to present patterns of circulation or movement of people and/or goods? | | | X |
| | e. Alterations to waterborne, rail or air traffic? | X | | |
| | f. Increase in traffic hazards to motor vehicles, bicyclists, or pedestrians? | | | X |
| 14. | **Public Services.** Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas: | | | |
| | a. Fire protection? | | | X |
| | b. Police protection? | | | X |
| | c. Schools? | | | X |
| | d. Parks or other recreational facilities? | | | X |
| | e. Maintenance of public facilities, including roads? | X | | |

| | | YES | MAYBE | NO |
|---|---|---|---|---|
| f. | Other governmental services? | — | — | X |
| 15. | **Energy.** Will the proposal result in: | | | |
| a. | Use of substantial amounts of fuel or energy? | — | X | — |
| b. | Substantial increase in demand upon existing sources of energy, or require the development of new sources of energy? | — | — | X |
| 16. | **Utilities.** Will the proposal result in a need for new systems, or substantial alterations to the following utilities? | | | |
| a. | Power or natural gas? | — | X | — |
| b. | Communications systems? | — | — | X |
| c. | Water? | — | — | X |
| d. | Sewer or septic tanks? | — | — | X |
| e. | Storm water drainage? | — | X | — |
| f. | Solid waste and disposal? | — | — | X |
| 17. | **Human Health.** Will the proposal result in: | | | |
| a. | Creation of any health hazard or potential health hazard (excluding mental health)? | — | — | X |
| b. | Exposure of people to potential health hazards? | — | — | X |
| 18. | **Aesthetics.** Will the proposal result in the obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view? | — | — | X |
| 19. | **Recreation.** Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities? | X | — | — |
| 20. | **Cultural Resources.** | | | |
| a. | Will the proposal result in the alteration of or the destruction of a prehistoric or historic archeological site? | — | — | X |

| | | YES | MAYBE | NO |
|---|---|---|---|---|
| b. | Will the proposal result in adverse physical or aesthetic effects to a prehistoric or historic building, structure, or object? | ___ | ___ | X |
| c. | Does the proposal have the potential to cause a physical change which would affect unique ethnic cultural values? | ___ | ___ | X |
| d. | Will the proposal restrict existing religious or sacred uses within the potential impact area? | ___ | ___ | X |

**21. Mandatory Findings of Significance.**

| | | | | |
|---|---|---|---|---|
| a. | Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | ___ | ___ | X |
| b. | Does the project have the potential to achieve short-term, to the disadvantage of the long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.) | ___ | ___ | X |
| c. | Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.) | ___ | ___ | X |
| d. | Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | ___ | ___ | X |

## III. DISCUSSION OF ENVIRONMENTAL EVALUATION

**General Note:** The Madera Municipal Airport Master Plan represents an update of the Airport Master Plan adopted in 1981. No new improvements are proposed in this Airport Master Plan which were not previously identified in the previously adopted Airport Master Plan. However, several factors made development of this Initial Study appropriate:

- There were refinements in the specific location proposed for several facilities.
- New noise contours were developed reflecting changes in the fleet mix and number of operations.
- A new airport land use compatibility plan was developed as part of the Master Plan.

The sum of all of the proposed changes, however, represents a reduction in the anticipated environmental effects of operations at Madera Municipal Airport.

1 a The construction activities which would occur as a result of implementation of this Plan would consist principally of paving and erection of single-story structures. None of these activities are anticipated to create unstable earth conditions or have any effect upon the underlying geologic structures.

1 b Construction of an additional runway, taxiways, and ramp areas will result in covering areas presently planted in alfalfa or vegetated with native plant species. Very little of the project site is in its native state. Most of the site has been previously altered during construction of the original airfield or development of adjacent agricultural uses.

1 c The construction of the additional facilities planned will result in minor changes in the existing topography. However, as the area to be developed is essentially level, the changes will be very minor.

1 d The airport site is a flat, undifferentiated plane. No unique geologic or physical features have been identified.

1 e,f New development will result in creation of additional impervious surfaces and, therefore, additional stormwater run-off. The engineering design of the new facilities should include provisions for handling run-off to prevent an increase in erosion. Site watering and other techniques should be used during construction to minimize dust and wind erosion.

1 g There are no known faults on or near the project area.

2 a The forecast increases in aircraft operations will increase the amount of emissions attributable to the Airport (both directly by aircraft and indirectly by automobiles associated with airport users). However, the total amount of emissions will not have a significant effect on regional air quality. The amount of emissions is negligible

compared to the much larger effect attributable to the planned industrial and residential development in the Airport's environs.

2 b Aircraft engines, especially turbine engines, produce exhaust odors which many people find objectionable. The distances between runways and taxiways, and off-airport uses is great enough to permit diffusion of these fumes.

2 c Future development at the Airport is of such limited scale that it is not anticipated to cause any change in climate.

3 a Although the project will increase the amount of storm run-off, it will not change the course or direction of water movement.

3 b-d As described in 1e, the planned addition of pavement and structures will increase the amount of runoff. This will result in a minor increase the flows of water into the Fresno River.

3 e In a manner similar to roads, the run-off from airfield pavement can be expected to contain materials associated with the vehicles which use it (aircraft, automobiles, and trucks). The amount of these materials is small and no mitigation measure is proposed. Accidental spillage associated with aircraft fueling operations has a greater potential to affect surface water quality. Current state and federal hazardous materials regulations (which require increasingly stringent controls over the next decade) are adequate to protect the environment. There are no unusual conditions at Madera Municipal Airport which require special mitigation measures.

3 f-h It is anticipated that the Airport will continue to be served by the City's water distribution system.

3 i According to the relevant Flood Insurance Rate Maps, the Airport is outside of the 500-year flood zone. Portions of the properties northeast of the Airport which are to be acquired for approach protection services are located within the AO Zone. No structures or facilities are proposed for the area within the AO Zone.

4 a-c No rare, endangered, or threatened plant species are known to exist on or near the Airport. No development projects identified in the Plan are of sufficient scale to affect the diversity of species or the number of any one species.

4 d Development proposed in the Airport Master Plan will ultimately result in the elimination of approximately 25 acres of non-irrigated alfalfa production on the Airport.

5 a-c No rare, endangered or threatened animal species are known to exist on or near the Airport. No development projects identified in the Plan are of sufficient scale to affect the diversity of species or the number of any one species. None of the proposed projects will result in the creation of barriers (i.e., pavement, fences, or ditches) to animal movement where they do not already exist.

5 d None of the Airport remains in its native state. The land was altered either during

the development of the airfield or subsequently for agricultural purposes. With the exception of the land directly required for future aviation facilities, the land is expected to remain in its current state. To the limited extent that airport land currently serves as habitat for wildlife, it will continue to do so.

6 a Forecast increases in aircraft operations will increase the level of noise experienced off of airport property. Although the existing and currently designated land uses are generally compatible with the forecast increase in noise, the opportunity exists to maintain this compatibility. The proposed land use compatibility plan (if implemented) will ensure a high degree of compatibility even with the forecast growth in aircraft operations. It should be noted that the forecast noise levels are lower than those forecast in the previous Airport Master Plan. The reduced forecast is in response to changes in general aviation which have occurred nationally.

6 b The majority of the aircraft anticipated to use Madera Municipal Airport are incapable of producing "severe" noise levels. Implementation of the proposed land use compatibility plan will ensure that no individuals are exposed to severe noise levels, even on the occasions when the Airport is used by aircraft which can generate "severe" noise levels.

7 Implementation of the Airport Master Plan will include the installation of additional runway, taxiway, and security lighting. Due to the distances between the proposed new lights and adjacent properties, there will be little possibility that the new lighting will be a source of annoyance for off-airport uses. However, the lighting systems should be designed and installed to minimize the potential for off-site effects. Final adjustment of newly installed lighting fixtures should be examined **at night** in the presence of a City representative.

8 A key element of the land use compatibility plan is the preservation of the existing land uses in the Airport's environs. No changes are proposed.

9 a,b The forecast increases in aircraft operations will increase the rate of use of petrochemicals associated with Madera Municipal Airport. However, the improvements proposed in the Airport Master Plan will not cause this increase in use. Rather, the Plan proposes improvements that will be needed to respond to the increase in demand for airport services caused by continued growth in Madera, Madera County, and the surrounding region.

10 a Inherent in the operation of an airport is the potential for an explosion or release of hazardous materials in the event of an accident (i.e., fuel). There are, however, no existing or planned operations at Madera Municipal Airport that present an unusual level of risk. Airport ownership of essentially all of its runway clear zones and substantial amounts of adjacent open area, substantially reduces the potential for off-airport accidents.

10 b The Madera Municipal Airport is a major resource for the Madera area in the event of a major emergency or disaster. The proposed Plan would retain and potentially expand the Airport's current capabilities.

11 The airport land use compatibility plan (if adopted) will direct future residential development into certain areas while excluding residential uses in others. Specific residential densities are recommended as part of this plan. The recommendations generally support retention of existing land use designations and zoning. These recommendations will not have a significant effect on the overall growth rate or pattern of development in the City of Madera or adjacent unincorporated areas.

12 Implementation of the plan will ultimately result in acquisition of three residences. It is possible that the existing residents of two of these houses could remain as part of a life estate agreement, should they desire.

13 a A significant expansion in commercial aviation uses is not anticipated. Assuming traffic generation is similar to the experience at other general aviation airports, the increase in based aircraft are expected to add less than 70 ADT through the 20-year planning cycle. This amount of traffic is minor compared to the much larger volume attributable to the planned industrial and residential development in the airport environs.

13 b The additional parking required to serve the projected increase in vehicular traffic will be accommodated by parking areas designated in the Airport Master Plan.

13 c None of the aviation uses will have a significant effect upon the surface transportation systems. The installation of an instrument landing system will improve the quality of the instrument approach procedures available at the Airport.

13 d The existing pattern of movement will remain unchanged.

13 e Air traffic is forecast to increase from its current estimated level of 65,000 annual operations to 100,000 annual operations. The Plan is designed to facilitate projected demands for aviation services at the Madera Municipal Airport.

13 f Airport drive -- which provides access to the Airport -- was recently upgraded to provide a higher level of service and safety. Internal service roads are proposed to be upgraded as use increases. These improvements will enhance the safety for all forms of surface traffic.

14 a,b The increase in aviation uses is anticipated to be of such limited extent that no increase in the level of police or fire protection services will be required.

14 c,d To the extent that the limited number of new jobs created at the Airport attract individuals into the community, there could be some additional demand for schools and recreational facilities. However, the effect would be insignificant. To most of the based aircraft owners, flying is principally a recreational activity. The projects identified in the Plan will support this recreational activity.

14 e The increased use of the Madera Municipal Airport will marginally increase the maintenance of public facilities (i.e. roads, water, sewer, and electricity). However, the effect will be minor compared to the much larger impacts associated with the planned industrial, commercial, and residential uses in the airport environs.

Revenues generated by increased airport usage are expected to (at least partially) offset the added costs.

14 f Management of airport development activities, as well as increased usage, will place additional demands on City staff time. The additional demand will, however, be minor.

15 a,b The forecast increases in aircraft operations will increase the rate of use of aircraft and automobile fuels, gas, and electricity associated with Madera Municipal Airport. However, the proposed improvements will not cause this increase in use. Rather, it reflects improvements that will be needed to respond to the increase in demand for airport services caused by continued growth in the City of Madera, Madera County, and the surrounding region. In any event, the amounts are not considered to be "substantial".

16 a-f No significant change in utility systems will be required to service the new facilities identified in the Plan.

17 a,b No uses are proposed which would introduce a health hazard.

18 Although airports by their nature are somewhat stark in appearance, no offensive views will be created.

19 See 14 d.

20 a-d There are no known archeological, historic, or sacred uses on the Airport. See attached letter from Southern San Joaquin Valley Information Center (dated December 18, 1989).

21 a The proposed changes to the airfield and anticipated growth in operations are limited and are not anticipated to result in degradation of the environment, diminution of any plant or animal, or have any effect upon archeological or historical sites.

21 b The character of the Plan is one of small incremental changes over a long period of time.

21 c The impacts associated with operation of the Madera Municipal Airport are not forecast to change substantially. Those impacts that have been identified would be mitigated through implementation of the Plan.

On the basis of this initial evaluation:

X I find the proposed project COULD NOT have a signficant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

___ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE DECLARATION WILL BE PREPARED.

___ I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

Date 3-22-02

Leona Franke James

For City of Madera

California
Archaeological
Inventory

FRESNO
KERN
KINGS
MADERA
TULARE

Southern San Joaquin Valley
Information Center
California State University, Bakersfield
9001 Stockdale Highway
Bakersfield, California 93311-1099
805/664-2289

To: David P. Dietz, Hodges & Shutt (RS #276)

RE: Madera Municipal Airport Master Plan

County: Madera

An examination of our files and USGS Quad map(s) Madera 7.5' for the subject property reveals:

1. There have been no previous archaeological investigations on the subject property.

2. There are no recorded archaeological sites on the subject property and it is not known if sites exist there.

3. There are no recorded archaeological sites on immediately adjacent property. There are no recorded sites in the general area.

4. There have been no previous archaeological investigations on immediately adjacent property. There has been one lineal survey along a road approximately 1 mile away. Several other surveys are over four miles away.

5. Although there are no recorded archaeological sites on the project property, there is a possibility that archaeological resources might be present. There has been very little systematic archaeological work done in this area. Not enough is known about this area to predict where sites might or might not be located or to determine the archaeological sensitivity of any specific property. It is noted however, that this project location is 1 mile north of the Fresno River, 1/2 mile south of Schmidt Creek, and in an area where the natural terrain consisted of low mounds. These factors may increase the likelihood of archaeological sites being discovered.

The following actions are recommended:

1. A field survey of unimproved areas and any new land acquisitions should be conducted by a qualified archaeologist to determine if any archaeological resources are present, and to determine recommendations if any such resources are discovered.

Please let us know if we may be of further assistance.

By: Catherine Lewis Pruett
Catherine Lewis Pruett

Dr. Mark Q. Sutton
Coordinator

Date: December 18, 1989

Catherine Lewis Pruett
Assistant Coordinator

Fee: $60.00

Invoice #: 3103

# NOISE MODEL INPUT DATA

Appendix D

**AIRCRAFT MIX**
**(Estimated 1989 Activity Level)**

| Aircraft Type | Total Operations | | |
|---|---|---|---|
| | Annual | Average Day | Percentage |
| Single-Engine, Propeller | 55,700 | 152.60 | 85.70 |
| Ag Aircraft | 3,000 | 8.22 | 4.61 |
| Light Twin-Engine, Piston (e.g. Beech Baron) | 4,340 | 11.89 | 6.68 |
| Light Twin-engine, Turboprop (e.g. Cessna Conquest) | 1,860 | 5.10 | 2.86 |
| Small Business Jet | 100 | 0.27 | 0.15 |
| Total | 65,000 | 178.08 | 100 |

**AIRCRAFT MIX**
**(Projected 2010 Activity Level)**

| Aircraft Type | Total Operations | | |
|---|---|---|---|
| | Annual | Average Day | Percentage |
| Single-Engine, Propeller | 81,838 | 224.21 | 81.83 |
| Ag Aircraft | 3,000 | 8.22 | 3.0 |
| Light Twin-Engine, Piston (e.g. Beech Baron) | 8,832 | 32.42 | 8.83 |
| Light Twin-engine, Turboprop (e.g. Cessna Conquest) | 3,944 | 10.81 | 3.94 |
| Medium Twin-engine, Turboprop (e.g. Saab 340) | 493 | 1.35 | .50 |
| Small Business Jet (Cessna Citation) | 493 | 1.35 | .50 |
| Medium Business Jet (e.g. Lear 35) | 1,400 | 3.84 | 1.40 |
| Total | 100,000 | 282.20 | 100 |

**TIME OF DAY**
**(Estimated 1989 and Projected 2010)**

| Aircraft Type | Type of Operation | Percentage of Operations by Aircraft Type | | |
|---|---|---|---|---|
| | | Day 7:00 a.m. 7:00 p.m. | Evening 7:00 p.m. 10:00 p.m. | Night 10:00 p.m. 7:00 a.m. |
| Single-Engine, Propeller | Ldg & T/O Touch&Go | 89 | 8 | 3 |
| Ag Aircraft | Ldg & T/O | 60 | 0 | 40 |
| Light Twin-Engine, Piston | Ldg & T/O | 85 | 10 | 5 |
| Light Twin-Engine, Turboprop | Ldg & T/O | 85 | 10 | 5 |
| Medium Twin-Engine, Turboprop | Ldg & T/O | 100 | 0 | 0 |
| Small Business Jet | Ldg & T/O | 89 | 10 | 1 |
| Medium Business Jet | Ldg & T/O | 0 | 0 | 100 |

**RUNWAY UTILIZATION**
**(Estimated 1989 and Projected 2010)**

| Aircraft Type | Time | Percentage of Landings | | | | Percentage of Takeoffs | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Rwy 12 | Rwy 30 | Rwy 7 | Rwy 25 | Rwy 12 | Rwy 30 | Rwy 7 | Rwy 25 |
| Single-Engine, Propeller | All | 12 | 88 | 0 | 0 | 12 | 88 | 0 | 0 |
| Ag Aircraft | All | 0 | 0 | 98 | 2 | 0 | 0 | 98 | 2 |
| Light Twin-Engine, Piston | All | 12 | 88 | 0 | 0 | 12 | 88 | 0 | 0 |
| Light Twin-Engine, Turboprop | All | 12 | 88 | 0 | 0 | 12 | 88 | 0 | 0 |
| Medium Twin-Engine, Turboprop | All | 12 | 88 | 0 | 0 | 12 | 88 | 0 | 0 |
| Small Business Jet | All | 12 | 88 | 0 | 0 | 12 | 88 | 0 | 0 |
| Medium Business Jet | All | 12 | 88 | 0 | 0 | 12 | 88 | 0 | 0 |

**FLIGHT TRACKS - LANDINGS**
**(Estimated 1989 and Projected 2010)**

| Aircraft Type | Runway 12 | | Runway 30 | | Rwy 7 | Rwy 25 |
|---|---|---|---|---|---|---|
| | Track SL1 | Track SL2 | Track NL1 | Track NL2 | Track EL1 | Track WL1 |
| Single-Engine, Propeller | 50 | 50 | 50 | 50 | 0 | 0 |
| Ag Aircraft | 100 | 0 | 100 | 0 | 100 | 100 |
| Light Twin-Engine, Piston | 100 | 0 | 100 | 0 | 0 | 0 |
| Light Twin-Engine, Turboprop | 100 | 0 | 100 | 0 | 0 | 0 |
| Medium Twin-engine, Turboprop | 100 | 0 | 100 | 0 | 0 | 0 |
| Small Business Jet | 100 | 0 | 100 | 0 | 0 | 0 |
| Medium Business Jet | 100 | 0 | 100 | 0 | 0 | 0 |

**FLIGHT TRACKS - TAKEOFFS**
**(Estimated 1989 and Projected 2010)**

| Aircraft Type | Rwy 12 | Runway 30 | | Rwy 7 | Rwy 25 | | |
|---|---|---|---|---|---|---|---|
| | Track S1 | Track N1 | Track N2 | Track E4 | Track W1 | Track W2 | Track W3 |
| Single-Engine, Propeller | 100 | 57 | 43 | 0 | 0 | 0 | 0 |
| Ag Aircraft | 0 | 0 | 0 | 100 | 33 | 33 | 33 |
| Light Twin-Engine, Piston | 100 | 57 | 43 | 0 | 0 | 0 | 0 |
| Light Twin-Engine, Turboprop | 100 | 100 | 0 | 0 | 0 | 0 | 0 |
| Medium Twin-engine, Turboprop | 100 | 100 | 0 | 0 | 0 | 0 | 0 |
| Small Business Jet | 100 | 100 | 0 | 0 | 0 | 0 | 0 |
| Medium Business Jet | 100 | 100 | 0 | 0 | 0 | 0 | 0 |

**FLIGHT TRACKS - TOUCH & GOES**
**(Estimated 1989 and Projected 2010)**

| Aircraft Type | Rwy 30 |
|---|---|
| | Track TG1 |
| Single-Engine, Propeller | 50 |

# PILOTS' SURVEY RESULTS

1. What "year/make/model" of aircraft do you presently base at Madera Municipal Airport?

| Year | Make | Model |
|---|---|---|
| 1966 | Cessna | 172 |
| 1978 | Experimental | Biplane |
| 1962 | Cessna | Skyhawk |
| | Cessna | 170 |
| 1976 | Grumman | AA-5 |
| 1962 | Pipe Comanche | 250 |
| 1970 | Cessna | 150 |
| 1973 | Grumman Traveler | AA5 |
| 1969 | Cessna Skyhawk | 172K |
| | Long | E2 |
| 1962 | Beech Bonanza | P-35 |
| 1982 | Experimental | Biplane |
| 1958 | Cessna | 172 |
| 1967 | Cherokee | 6 |
| 1965 | Bellanca | 14-'9-3A |
| 1963 | Cessna | 150 |
| 1986 | BD-5B | |
| 1964 | Piper Cherokee | 140 |
| 1971 | Cessna | 150 (8) |
| 1977 | Piper | PA-28 |
| 1969 | Cessna | 182 (8) |
| 1971 | Cessna | 152 |
| 1969 | Cessna | 150 |
| 1980 | Piper Brave | 300 |
| 1968 | Hiller | 12E |
| 1978 | Cessna | 182 |
| 1980 | Vari | E2E |

2. How is the above aircraft equipped?

| | | | | | |
|---|---|---|---|---|---|
| 81% | COMM | 41% | ADF | 81% | Transponder |
| 73% | VOR/LOC | 16% | DME | 57% | Mode C |
| 46% | Glide Slope | 16% | Loran C | 5% | Noavionics |
| 0% | Other (specify): | | | | |

3. What is your ownership interest in this aircraft?

49% I own it alone.
30% I own it jointly with others.
5% It is owned by my company/employer.
14% Other: Flying club

4. How is your aircraft stored at Madera Municipal?

49% Hangar 46% Tie-down 5% No response

5. What pilot licenses/ratings do you hold?

| | | | |
|---|---|---|---|
| 3% Student | 8% Commercial | 11% CFI | |
| 78% Private | 38% Instrument | 19% Other | Helicopter, AMEL, ATP, Glider |

6. Approximately how many hours have you flown this aircraft as Pilot-in-Command during the past twelve months?

| | | |
|---|---|---|
| 22% 0 - 25 hours | 24% 101-250 hours | |
| 46% 26-100 hours | 5% over 250 hours | 3% No response |

7. Approximately how many landings have you made at Madera Municipal in the past twelve months?

| | |
|---|---|
| 0% 0 - 5 | 11% 10-20 |
| 0% 6 - 10 | 89% over 20 |

8. If you are an instrument rated pilot, how many instrument approaches (under instrument meteorological conditions) have you flown into Madera Municipal Airport in the past twelve months?

| | | |
|---|---|---|
| 35% 0 - 25 hours | 0% 101-250 hours | |
| 0% 26-100 hours | 0% over 250 hours | 65% No response |

9. In what community do you usually begin/end your local ground trip to/from Madera Municipal and how long does this trip take?

| | | Driving Time (in minutes) | | | | |
|---|---|---|---|---|---|---|
| Community | Zip Code | 0-10 | 11-20 | 21-30 | 31-40 | 40- |
| Biold | 93722 | | 2% | | | |
| N. Freson | 93711 | | 5% | 8% | | |
| Fresno | 93705 | | 3% | 2% | | |
| Madera | 93638 | 11% | 5% | 3% | | |
| Kerman | | | | 3% | | |
| Merced | 95345 | | | | 3% | |
| Madera | 93637 | 24% | 3% | | | |
| Fresno | 93722 | | 3% | | | |
| Turlock | 95380 | | | | | 3% |
| Kerman | 93630 | | | 3% | | |
| Fresno | 93955 | | | 3% | | |
| Clovis | 93612 | | | | | |

No response - 16%

10. What are your principal reasons for choosing Madera Municipal as a base for your aircraft?

| | |
|---|---|
| Rural setting | 2% |
| Good facilities | 16% |
| Close to home | 41% |
| Convenience | 22% |
| Close to Madera | 2% |
| Uncontrolled airspace with clear approaches | 2% |
| Prefer small airport | 2% |
| Modest hangar fee | 13% |

11. What are the purposes of your flights out of Madera Municipal?

| | |
|---|---|
| Company Business | 13 % |
| Personal Business | 9 % |
| Pleasure/Recreation | 66 % |
| Flight Training | 9 % |
| Other (specify): _____ | 3 % |
| | 100 % |

12. How important are the following airport characteristics with respect to your use of Madera Municipal as a base for your aircraft?

| | Not Important | | | | Very Important | No Response |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | |
| Cost Considerations | 0% | 0% | 24% | 16% | 60% | |
| Tie-down availability | 22% | 5% | 19% | 11% | 21% | 16% |
| Hangar availability | 11% | 8% | 24% | 19% | 38% | |
| Full array of user services (FBO, fuel, etc.) | 3% | 5% | 22% | 19% | 51% | |
| Aircraft security | 0% | 3% | 5% | 24% | 68% | |
| Physical facilities (runways, taxiways, lighting, aprons, etc.) | 0% | 3% | 13% | 38% | 43% | |
| Airport location/access with respect to your home | 3% | 0% | 6% | 32% | 30% | 32% |
| Airport location/access with respect to your office | 16% | 8% | 19% | 19% | 22% | 16% |
| Friendly atmosphere | 0% | 3% | 22% | 27% | 43% | 5% |

13. In relationship to comparable airports, how do you rate Madera Municipal with respect to the following factors?

| | Madera Municipal is Worse/ Inferior | | Madera Municipal is Average | | Madera Municipal is Better/ Superior | No Response |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | |
| Overall cost of operating an aircraft | 0% | 3% | 56% | 14% | 24% | 3% |
| Fuel prices | 11% | 24% | 54% | 3% | 5% | 3% |
| Aircraft storage costs | 3% | 0% | 38% | 29% | 19% | 11% |
| Fixed Base Operator services | 11% | 14% | 50% | 14% | 11% | |
| Physical facilities | 0% | 3% | 24% | 30% | 35% | 8% |
| Overall airport maintenance | 0% | 0% | 16% | 49% | 35% | |
| Ground access | 3% | 5% | 19% | 46% | 24% | 3% |
| Auto parking | 0% | 3% | 27% | 32% | 38% | |
| Security | 0% | 0% | 30% | 43% | 24% | 3% |
| Airspace and air traffic environment | 0% | 5% | 22% | 46% | 27% | |
| Rules, regulations, standards, and procedures | 0% | 3% | 32% | 49% | 16% | |
| General airport atmosphere (ease of operation, friendliness, etc.) | 3% | 0% | 24% | 27% | 46% | |

14. What airfield facilities and services would encourage you to increase your use of Madera Municipal?

35% None; existing facilities and services meet/exceed my needs
30% Longer runway
3% Improved airfield condition
3% Additional hangars
3% Enhanced IFR approach
24% Additional facilities or services (specify): Local fuel service, better FBO facilities, motel, restaurant, repair and maintenance

15. What specific suggestions can you offer to improve or enhance Madera Municipal operations, procedures, facilities, and services?

- Keep up the good work
- FSS and more FBO's
- Shield REIL from pilots' eyes as Runway 30 is taxied into
- Clean gravel from ramp and parking areas
- Spell "transient" correctly
- Airport entry sign is lop-sided - needs straightening
- On-field auto gas
- UNICOM should be manned whenever possible
- Portable unit for full-time personnel
- Repaint, clean off, or whatever is needed to get rid of roofing particles
- Worried about ease of access to nonaviation related individuals
- Need car gate access to ramp
- Would like to see a LOC approach (minimum) ILS would be nice
- Remove ultralights from airport
- Tighter control on parachutists
- Have City of Madera take over the sale of the fuel
- An on-airport coffee shop
- Keep pilots advised through newsletters or meetings about procedures
- Keep fuel and hangar prices down
- Bird control - droppings are a nightmare in hangars

**AIRPORT RADAR SERVICE AREA (ARSA):** Regulatory airspace surrounding designated airports wherein FAA Air Traffic Control provides radar vectoring and sequencing on a full-time basis for all IFR and VFR aircraft. (AIM)

**AIRPORT REFERENCE CODE (ARC):** A coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to operate at the airport. (Airport Design AC)

**AIRPORT REFERENCE POINT (ARP):** A point established on an airport, having equal relationship to all existing and proposed landing and takeoff areas, and used to geographically locate the airport and for other planning purposes. (Airport Design AC)

**AIRWAY/FEDERAL AIRWAY:** A control area or portion thereof established in the form of a corridor, the centerline of which is defined by radio navigational aids. (AIM)

**ALERT AREA:** A special use airspace which may contain a high volume of pilot training activities or an unusual type of aerial activity, neither of which is hazardous to aircraft. (AIM)

**APPROACH LIGHT SYSTEM (ALS):** An airport lighting system which provides visual guidance enabling a pilot to align the aircraft with the extended runway centerline during a final approach to landing. Among the specific types of systems are:

- LDIN – Sequenced Flashing Lead-in Lights.
- ODALS – Omnidirectional Approach Light System, a combination of LDIN and REILS.
- SSALR – Simplified Short Approach Light System with Sequenced Flashing Lights. (AIM)

**APPROACH SPEED:** The recommended speed contained in aircraft manuals used by pilots when making an approach to landing. This speed will vary for different segments of an approach as well as for aircraft weight and configuration. (AIM)

**AUTOMATED WEATHER OBSERVING SYSTEM (AWOS):** Airport electronic equipment which automatically measures meteorological parameters, reduces and analyzes the data via computer, and broadcasts weather information which can be received on aircraft radios.

**AUTOMATIC DIRECTION FINDER (ADF):** An aircraft radio navigation system which senses and indicates the direction to a nondirectional radio beacon ground transmitter. (AIM)

**AUTOMATIC TERMINAL INFORMATION SERVICE (ATIS):** The continuous broadcast of recorded noncontrol information in selected terminal areas. (AIM)

**AVIGATION EASEMENT:** A type of land acquisition that involves less-than-fee purchase. One form of avigation easement grants an airport the right to perform aircraft operations over the designated property, including operations that might cause noise, vibration, and other effects. A stronger form of easement is a deed restriction that may include (1) the right to perform aircraft operations over the property, and (2) public acquisition of a landowner's rights restricting future development of the property for any use more intensive that existing at the time of the transaction. This easement may also include specific prohibitions on the uses for which the property may be developed. Maximum heights of structures and other objects may also be specified.

**BACK COURSE APPROACH:** A nonprecision instrument approach utilizing the rearward projection of the ILS localizer beam.

**BASED AIRCRAFT:** Aircraft stationed at an airport on a long-term basis.

**BUILDING RESTRICTION LINE (BRL):** A line which identifies suitable building area locations on the airport. (Airport Design AC)

**CEILING:** Height above the earth's surface to the lowest layer of clouds or obscuring phenomena. (AIM)

**CERTIFICATED ROUTE AIR CARRIER:** An air carrier holding a Certificate of Public Convenience and Necessity issued by the Department of Transportation authorizing the performance of scheduled service over specified routes, and a limited amount of nonscheduled service. (FAA Census)

**CIRCLING APPROACH/CIRCLE-TO-LAND MANEUVER:** A maneuver initiated by the pilot to align the aircraft with a runway for landing when a straight-in landing from an instrument approach is not possible or not desirable. (AIM)

**CLEARWAY:** For turbine engine powered airplanes certificated after August 29, 1959, an area beyond the runway, not less than 500 feet wide, centrally located about the extended centerline of the runway, and under the control of the airport authorities. The clearway is expressed in terms of a clearway plane, extending from the end of the runway with an upward slope not exceeding 1.25 percent, above which no object nor any terrain protrudes. However, threshold lights may protrude above the plane if their height above the end of the runway is 26 inches or less and if they are located to each side of the runway. (FAR 1)

**COMMERCIAL OPERATOR:** A person who, for compensation or hire, engages in the carriage by aircraft in air commerce of persons or property, other than as an air carrier. (FAR 1)

**COMPASS LOCATOR:** A low power, low or medium frequency radio beacon installed at the site of the outer or middle marker of an instrument landing system (ILS). (AIM)

**COMPASS ROSE:** A circle, graduated in degrees, printed on some charts or marked on the ground at an airport. It is used as a reference to either true or magnetic direction. (AIM)

**COMMUNITY NOISE EQUIVALENT LEVEL (CNEL):** The noise rating adopted by the State of California for measurement of airport noise. It represents the average daytime noise level during a 24-hour day, measured in decibels and adjusted to an equivalent level to account for the lower tolerance of people to noise during evening and nighttime periods.

**COMMUTER AIR CARRIER:** An air taxi operator which performs at least five round trips per week between two or more points and publishes flight schedules which specify the times, days of the week and places between which such flights are performed. (FAA Census)

**CONTROL ZONE:** Controlled airspace surrounding one or more airports, normally a circular area. Having a radius of five statute miles plus extensions to include instrument arrival and departure paths. Most control zones surround airports with air traffic control towers and are in effect only for the hours the tower is operational.

**CONTROLLED AIRSPACE:** Any of several types of airspace within which some or all aircraft may be subject to air traffic control. (FAR 1)

**DAY-NIGHT AVERAGE SOUND LEVEL (Ldn):** The noise descriptor adopted by the U.S. Environmental Protection Agency for measurement of environmental noise. It represents the average daytime noise level during a 24-hour day, measured in decibels and adjusted to account for the lower tolerance of people to noise during nighttime periods.

**DECLARED DISTANCE:** Distances effectively available for aircraft operations on a runway. There are four types of declared distances: Takeoff Run Available (TORA), Takeoff Distance Available (TODA), Accelerate-Stop Distance Available (ASDA), and Landing Distance Available (LDA). Declared distances indicate that portions of the runway are unavailable for these specific operational computations; they typically are established only when a conventional runway configuration (i.e., with standard safety areas beyond both runway ends and without displaced thresholds, stopways, or clearways) is not feasible.

**DEMAND AIR TAXI:** Use of an aircraft operating under Federal Aviation Regulations, Part 135, passenger and cargo operations, including charter and excluding commuter air carrier. (FAA Census)

**DISPLACED THRESHOLD:** A threshold that is located at a point on the runway other than the designated beginning of the runway. (See Threshold) (AIM)

**DISTANCE MEASURING EQUIPMENT (DME):** Equipment (airborne and ground) used to measure, in nautical miles, the slant range distance of an aircraft from the DME navigational aid. (AIM)

**FAR PART 77:** The part of the Federal Aviation Regulations which deals with objects affecting navigable airspace.

**FAR PART 77 SURFACES:** Imaginary surfaces established with relation to each runway of an airport. There are five types of surfaces: (1) primary; (2) approach; (3) transitional; (4) horizontal; and (5) conical.

**FAR PARTS 121 AND 135:** The parts of the Federal Aviation Regulations that deal with certification and operational requirements for commercial operators of large aircraft and air taxis, respectively.

**FEDERAL AVIATION ADMINISTRATION (FAA):** The United States government agency which is responsible for insuring the safe and efficient use of the nation's airspace.

**FIXED BASE OPERATOR (FBO):** A business operating at an airport that provides aircraft services to the general public, including but not limited to sale of fuel and oil; aircraft sales, rental, maintenance, and repair; parking and tiedown or storage of aircraft; flight training; air taxi/charter operations; and specialty services, such as instrument and avionics maintenance, painting, overhaul, aerial application, aerial photography, aerial hoists, or pipeline patrol.

**FLIGHT SERVICE STATION (FSS):** FAA facilities which provide pilot briefings on weather, airports, altitudes, routes, and other flight planning information.

**GENERAL AVIATION:** That portion of civil aviation which encompasses all facets of aviation except air carriers. (FAA Stats)

**GLIDE SLOPE:** An electronic signal radiated by a component of an ILS to provide descent path guidance to approaching aircraft.

**HELIPAD:** A small, designated area, usually with a prepared surface, on a heliport, airport, landing/takeoff area, apron/ramp, or movement area used for takeoff, landing, or parking of helicopters. (AIM)

**INSTRUMENT APPROACH PROCEDURE:** A series of predetermined maneuvers for the orderly transfer of an aircraft under instrument flight conditions from the beginning of the initial approach to a landing or to a point from which a landing may be made visually. It is prescribed and approved for a specific airport by competent authority. (AIM)

**INSTRUMENT FLIGHT RULES (IFR)**: Rules governing the procedures for conducting instrument flight. Generally, IFR applies when meteorological conditions with a ceiling below 1,000 feet and visibility less than 3 miles prevail. (AIM)

**INSTRUMENT LANDING SYSTEM (ILS)**: A precision instrument approach system which normally consists of the following electronic components and visual aids: (1) Localizer; (2) Glide Slope; (3) Outer Marker; (4) Middle Marker; (5) Approach Lights. (AIM)

**INSTRUMENT OPERATION**: An aircraft operation in accordance with an IFR flight plan or an operation where IFR separation between aircraft is provided by a terminal control facility. (FAA ATA)

**INSTRUMENT RUNWAY**: A runway equipped with electronic and visual navigation aids for which a precision or nonprecision approach procedure having straight-in landing minimums has been approved. (AIM)

**ITINERANT OPERATION**: An arrival or departure performed by an aircraft from or to a point beyond the local airport area.

**LARGE AIRCRAFT**: An aircraft of more than 12,500 pounds maximum certificated takeoff weight. (FAR 1)

**LIMITED REMOTE COMMUNICATIONS OUTLET (LRCO)**: An unmanned, remote air/ground communications facility which may be associated with a VOR. It is capable only of receiving communications and relies on a VOR or a remote transmitter for full capability.

**LOCALIZER (LOC)**: The component of an ILS which provides course guidance to the runway. (AIM)

**LOCALIZER TYPE DIRECTIONAL AID (LDA)**: A NAVAID used for nonprecision instrument approaches with utility and accuracy comparable to a localizer but which is no a part of a complete ILS and is not aligned with the runway. (AIM)

**LOCAL OPERATION**: An arrival or departure performed by an aircraft: (1) operating in the traffic pattern, (2) known to be departing or arriving from flight in local practice areas, or (3) executing practice instrument approaches at the airport. (FAA ATA)

**MARKER BEACON (MB)**: The component of an ILS which informs pilots that they are at a significant point on the approach course.

**MEAN SEA LEVEL (MSL)**: An elevation datum given in feet above mean sea level.

**MICROWAVE LANDING SYSTEM (MLS)**: A precision instrument approach system providing a function similar to an ILS, but operating in the microwave spectrum. It normally consists of three components: azimuth station, elevation station, and precision distance measuring equipment.

**MILITARY OPERATIONS AREA (MOA)**: A type of special use airspace established to separate certain military activities from IFR traffic and to identify for VFR traffic where these activities are conducted.

**MINIMUM DESCENT ALTITUDE (MDA)**: The lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circle-to-land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided. (FAR 1)

**MISSED APPROACH**: A maneuver conducted by a pilot when an instrument approach cannot be completed to a landing. (AIM)

**NAVIGATIONAL AID/NAVAID**: Any visual or electronic device airborne or on the surface which provides point-to-point guidance information or position data to aircraft in flight. (AIM)

**NONDIRECTIONAL BEACON (NDB)**: A radio beacon transmitting nondirectional signals whereby the pilot of an aircraft equipped with direction finding equipment can determine his bearing to or from the radio beacon and "home" on or track to or from the station. (AIM)

**NONPRECISION APPROACH PROCEDURE**: A standard instrument approach procedure in which no electronic glide slope is provided. (FAR 1)

**NONPRECISION INSTRUMENT RUNWAY**: A runway with an instrument approach procedure utilizing air navigation facilities, with only horizontal guidance, or area-type navigation equipment for which a straight-in nonprecision instrument approach procedure has been approved or planned, and no precision approach facility or procedure is planned. (Airport Design AC)

**OBJECT FREE AREA (OFA)**: A two-dimensional ground area surrounding runways, taxiways, and taxilanes which is clear of objects except for objects whose location is fixed by function. (Airport Design AC)

**OBSTACLE**: An existing object, object of natural growth, or terrain, at a fixed geographical location, or which may be expected at a fixed location within a prescribed area, with reference to which vertical clearance is or must be provided during flight operation. (AIM)

**OBSTACLE FREE ZONE (OFZ)**: The airspace defined by the runway OFZ and, as appropriate, the inner-approach OFZ and the inner-transitional OFZ, which is clear of object penetrations other than frangible NAVAIDs.

**OBSTRUCTION**: An object, including a mobile object, which penetrates an imaginary surface described in FAR Part 77.

**OUTER MARKER**: A marker beacon at or near the glide slope intercept position of an ILS approach. (AIM)

**PRECISION APPROACH PATH INDICATOR (PAPI)**: An airport landing aid similar to a VASI, but which has light units installed in a single row rather than two rows.

**PRECISION APPROACH PROCEDURE**: A standard instrument approach procedure in which an electronic glide slope is provided. (FAR 1)

**PRECISION INSTRUMENT RUNWAY**: A runway with an instrument approach procedure utilizing an instrument landing system (ILS), microwave landing system (MLS), or precision approach radar (PAR). (Airport Design AC)

**RADAR APPROACH CONTROL FACILITY**: A terminal ATC facility that uses radar and nonradar capabilities to provide approach control services to aircraft arriving, departing, or transiting airspace controlled by the facility. Provides radar ATC services to aircraft operating in the vicinity of one or more civil and/or military airports in a terminal area. Specific facility nomenclatures are used for administrative purposes only and are related to the physical location of the facility and the operating service generally as follows:

Army Radar Approach Control/ARAC (Army)
Radar Air Traffic Control Facility/RATCF (Navy/FAA)
Radar Approach Control/RAPCON (Air Force/FAA)
Terminal Radar Approach Control (TRACON) (FAA)
Tower/Airport Traffic Control Tower/ATCT (FAA). (Only those towers delegated approach control authority.)

**REMOTE COMMUNICATIONS AIR/GROUND FACILITY (RCAG):** An unmanned VHF/UHF transmitter/receiver facility which is used to expand ARTCC air/ground communications coverage and to facilitate direct contact between pilots and controllers. (AIM)

**REMOTE COMMUNICATIONS OUTLET (RCO) AND REMOTE TRANSMITTER/RECEIVER (RTR):** An unmanned communications facility remotely controlled by air traffic personnel. RCO's serve FSS's. RTR's serve terminal ATC facilities. (AIM)

**RESTRICTED AREA:** Designated airspace within which the flight of aircraft, while not wholly prohibited, is subject to restriction. (FAR 1)

**RUNWAY EDGE LIGHTS:** Lights used to define the lateral limits of a runway. Specific types include:

- HIRL – High-Intensity Runway Lights.
- MIRL – Medium-Intensity Runway Lights.

**RUNWAY END IDENTIFIER LIGHTS (REIL):** Two synchronized flashing lights, one on each side of the runway threshold, which provide a pilot with a rapid and positive visual identification of the approach end of a particular runway. (AIM)

**RUNWAY PROTECTION ZONE (RPZ):** An area (formerly the clear zone) used to enhance the safety of aircraft operations. It is at ground level beyond the runway end. (Airport Design AC)

**RUNWAY SAFETY AREA (RSA):** A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway. (Airport Design AC)

**SMALL AIRCRAFT:** An aircraft of 12,500 pounds or less maximum certificated takeoff weight. (FAR 1)

**SPECIAL USE AIRSPACE:** Airspace of defined horizontal and vertical dimensions wherein activities must be confined because of their nature and/or wherein limitations may be imposed upon aircraft operations that are not a part of those activities. (AIM)

STANDARD INSTRUMENT DEPARTURE (SID): A preplanned instrument flight rules (IFR) air traffic control departure procedure printed for pilot use in graphic and/or textual form. SID's provide transition from the terminal to the appropriate en route structure. (AIM)

**STANDARD TERMINAL ARRIVAL ROUTE (STAR):** A preplanned instrument flight rule (IFR) air traffic control arrival route published for pilot use in graphic and/or textual form. STARs provide transition from the en route structure to an outer fix or an instrument approach fix/arrival waypoint in the terminal area. (AIM)

**STOPWAY:** An area beyond the takeoff runway, no less wide than the runway and centered upon the extended centerline of the runway, able to support the airplane during an aborted takeoff,

without causing structural damage to the airplane, and designated by the airport authorities for use in decelerating the airplane during an aborted takeoff. (FAR 1)

**STRAIGHT-IN INSTRUMENT APPROACH:** An instrument approach wherein final approach is begun without first having executed a procedure turn; it is not necessarily completed with a straight-in landing or made to straight-in landing weather minimums. (AIM)

**TAXILANE:** The portion of the aircraft parking area used for access between taxiways, aircraft parking positions, hangars, storage facilities, etc. (Airport Design AC)

**TAXIWAY:** A defined path, from one part of an airport to another, selected or prepared for the taxiing of aircraft. (Airport Design AC)

**TERMINAL CONTROL AREA (TCA):** Controlled airspace extending upward from the surface or higher to specified altitudes, within which all aircraft are subject to operating rules and pilot and equipment requirements specified in FAR Part 91. (AIM)

**TERMINAL INSTRUMENT PROCEDURES (TERPS):** Procedures for instrument approach and departure of aircraft to and from civil and military airports. There are four types of terminal instrument procedures: precision approach, nonprecision approach, circling, and departure.

**TERMINAL RADAR SERVICE AREA (TRSA):** Airspace surrounding designated airports wherein ATC provides radar vectoring, sequencing, and separation on a full-time basis for all IFR and participating VFR aircraft. (AIM)

**THRESHOLD:** The beginning of that portion of the runway usable for landing. (AIM) (Also see Displaced Threshold)

**TOUCH-AND-GO:** A practice maneuver consisting of a landing and a takeoff performed in one continuous movement. A touch-and-go is defined as two operations.

**TRAFFIC PATTERN:** The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from an airport. The components of a typical traffic pattern are upwind leg, crosswind leg, downwind leg, base leg, and final approach. (AIM)

**TRANSIENT AIRCRAFT:** Aircraft not based at the airport.

**TRANSMISSOMETER:** An apparatus used to measure runway visibility on an ILS runway.

**TRANSPORT AIRPORT:** An airport designed, constructed, and maintained to serve airplanes having approach speeds of 121 knots or more. (Airport Design AC)

**UNICOM (Aeronautical Advisory Station):** A nongovernment air/ground radio communication facility which may provide airport information at certain airports. (AIM)

**UTILITY AIRPORT:** An airport designed, constructed, and maintained to serve airplanes having approach speeds less than 121 knots. (Airport Design AC)

**VERY-HIGH-FREQUENCY OMNIDIRECTIONAL RANGE (VOR):** The standard navigational aid used throughout the airway system to provide bearing information to aircraft. When combined with Tactical Air Navigation (TACAN) the facility, called VORTAC, provides distance as well as bearing information.

**VISUAL APPROACH SLOPE INDICATOR (VASI):** An airport landing aid which provides a pilot with visual descent (approach slope) guidance while on approach to landing. Also see PAPI.

**VISUAL FLIGHT RULES (VFR):** Rules that govern the procedures for conducting flight under visual conditions. VFR applies when meteorological conditions are equal to or greater than the specified minimum - generally, a 1,000-foot ceiling and 3-mile visibility.

**VISUAL GLIDE SLOPE INDICATOR (VGSI):** A generic term for the group of airport visual landing aids which includes Visual Approach Slope Indicators (VASI), Precision Approach Path Indicators (PAPI), and Pulsed Light Approach Slope Indicators (PLASI). When FAA funding pays for this equipment, whichever type received the lowest bid price will be installed unless the airport owner wishes to pay the difference for a more expensive unit.

**VISUAL RUNWAY:** A runway intended solely for the operation of aircraft using visual approach procedures, with no straight-in instrument approach procedure and no instrument designation indicated on an FAA-approved airport layout plan. (Airport Design AC)

**WARNING AREA:** Airspace which may contain hazards to nonparticipating aircraft in international airspace. (AIM)

## REFERENCES


**FAR 1:** Federal Aviation Regulations Part 1, Definitions and Abbreviations. (1974)

**AIM:** Airman's Information Manual, Pilot/Controller Glossary. (1988)

**Airport Design AC:** Federal Aviation Administration. Airport Design. Advisory Circular 150/5300-13. (1989)

**FAA ATA:** Federal Aviation Administration. Air Traffic Activity. (1986)

**FAA Census:** Federal Aviation Administration. Census of U.S. Civil Aircraft. (1986)

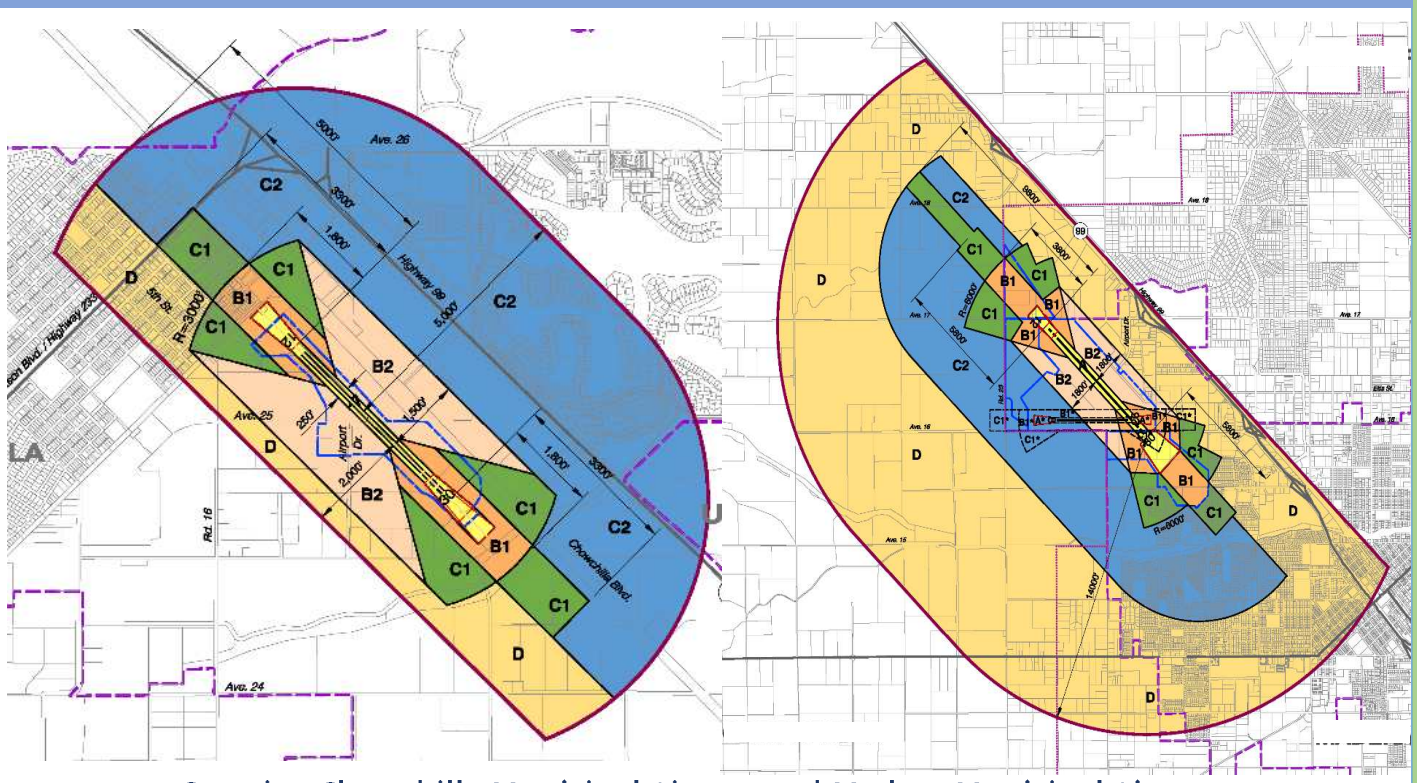
**FAA Stats:** Federal Aviation Administration. Statistical Handbook of Aviation. (1984)

**NTSB:** National Transportation Safety Board.

**Exhibit B:**

2015 Airport Land Use Compatibility Plan (ALUCP)

# Madera Countywide
# Airport Land Use Compatibility Plan




Covering Chowchilla Municipal Airport and Madera Municipal Airport

Adopted September 29, 2015

# MADERA COUNTYWIDE
# AIRPORT LAND USE COMPATIBILITY PLAN

Covering

Chowchilla Municipal Airport and Madera Municipal Airport

Adopted September 29, 2015 by the

Madera County Airport Land Use Commission

Prepared by

**MEAD & HUNT, Inc.**
**Santa Rosa, California**
**www.meadhunt.com**

# MADERA COUNTYWIDE
# AIRPORT LAND USE COMPATIBILITY PLAN

**Madera County Airport Land Use Commission**

Ross Thornton, Chair

John Reed, Vice Chair

Luis Ceja, Commissioner

Donald Horal, Commissioner

Thomas Hurst, Commissioner

Larry Pistoresi, Commissioner

Ralph Tonseth, Commissioner

**ALUC Staff**

Norman Allinder, Planning Director

Matthew Treber, Deputy Planning Director

Robert Mansfield, Planner III

Annette Kephart, Administrative Analyst

**Technical Advisory Group**

*County of Madera Representatives*

Norman Allinder, Planning Director

Matthew Treber, Deputy Planning Director

Robert Mansfield, Planner III

*City of Chowchilla Representative*

Craig Locke, Director of Public Works

*City of Madera Representatives*

Christopher Boyle, Planning Manager

David Randal, Director of Public Works

Prepared by:

*MEAD & HUNT, INC., AVIATION SERVICES*
*133 AVIATION BOULEVARD, SUITE 100*
*SANTA ROSA, CA 95403*

Jon Faucher, Vice President

Maranda Thompson, Project Manager

Corbett Smith, Deputy Project Manager

Ken Brody, Senior Project Planner

Todd Eroh, Senior Technician

Susan Norvall, Senior Editor

**Effective Date**

September 29, 2015

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Caltrans Division of Aeronautics Acceptance Letters for:
Chowchilla Municipal Airport Layout Plan
Madera Municipal Airport Layout Plan

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CHAPTER 1

# Introduction

# 1

# Introduction

## OVERVIEW

This *Madera Countywide Airport Land Use Compatibility Plan (ALUCP)* contains the individual *Compatibility Plan* for each of the two public-use airports in Madera County:

- Chowchilla Municipal Airport
- Madera Municipal Airport

The Madera County Planning Commission plus two aviation experts function as the Madera County Airport Land Use Commission (*ALUC*) for the two airports in Madera County. As adopted by the *ALUC*, the basic function of this *ALUCP* is to promote compatibility between these airports and future land use development in the surrounding areas. The plan accomplishes this function through establishment of a set of compatibility criteria applicable to new development around each airport. Additionally, the *ALUCP* serves as a tool for use by the *ALUC* in fulfilling its duty to review plans, regulations, and other actions of local agencies and airport operators for consistency with the *ALUCP* criteria. Neither this *ALUCP* nor the *ALUC* have authority over existing land uses or over the operation of the airports.

The *Airport Influence Area* for each of the airports, as defined herein, extends roughly 1 to 2.5 miles from the airport runways. These influence areas encompass lands within three local government jurisdictions in Madera County:

- County of Madera
- City of Chowchilla
- City of Madera

These three local government jurisdictions—together with, any city, special district, school district, or community college district in Madera County that exists or may be established or expanded into any of the two *Airport Influence Areas* defined by this *ALUCP*—are subject to the provisions of the plan.[1]

[1] *Public Utilities Code Section 21670(f).*

# AIRPORT LAND USE COMMISSION REQUIREMENTS

The creation of *ALUCs* and the preparation of *ALUCPs* are requirements of the California State Aeronautics Act.[2] Provisions for creation of *ALUCs* were first established under state law in 1967 (see Appendix A for a copy of the current statutes). With limited exceptions, an *ALUC* is required in every county in the state. Furthermore, an *ALUCP* is required for each public-use and military airport in the state even in instances where an *ALUC* is not established.

## ALUC Powers and Duties

The fundamental purpose of *ALUCs* is to promote land use compatibility around airports. As expressed in the present statutes, this purpose is:

> "...to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses."[3]

The statutes give *ALUCs* three principal powers by which to accomplish this objective:

1. *ALUCs* must prepare and adopt an *ALUCP*;
2. *ALUCs* must review the general plans, specific plans, zoning ordinances, building regulations, and certain individual development actions of local agencies for consistency with the policies and criteria in the *ALUCP*; and
3. *ALUCs* must review airport operators' proposed master plans and other airport development plans—such as, proposed nonaviation development of airport property that does not directly serve the flying public—to determine if those plans are consistent with the *ALUCP* or if modifications should be made to the *ALUCP* to reflect current airport planning.

## ALUC Limitations

Two specific limitations on the powers of *ALUCs* are set in the statutes. First, as indicated above, is that *ALUCs* have no authority over areas "already devoted to incompatible uses."[4] The common interpretation of this clause is that *ALUCs* have no jurisdiction over existing land uses even if those uses are incompatible with airport activities. An *ALUC* cannot, for example, require that an existing incompatible use be converted to something compatible.

The second explicit limitation is that *ALUCs* have no "jurisdiction over the operation of any airport."[5] This limitation includes anything concerning the configuration of runways and other airport facilities, the types of aircraft operating at the airport, or where they fly.

Additionally, the authority of the *ALUC* does not extend to federal, state, tribal, or neighboring county lands in accordance with the provisions of the state *ALUC* statutes.

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[2] *The statutes governing ALUCs are set forth in Division 9, Part 1, Chapter 4, Article 3.5, Sections 21670-21679.5 of the California Public Utilities Code (PUC).*
[3] *Public Utilities Code Section 21670(a)(2).*
[4] *Public Utilities Code Section 21674(a).*
[5] *Public Utilities Code Section 21674(e).*

# AIRPORT LAND USE COMPATIBILITY PLAN REQUIREMENTS

## ALUCP Guidelines

With respect to airport land use compatibility criteria, the statutes say little. Instead, a section of the law enacted in 1994 refers to another document, the *California Airport Land Use Planning Handbook (Handbook)* published by the California Department of Transportation (Caltrans), Division of Aeronautics. Specifically, the statutes say that, when preparing *ALUCPs* for individual airports, *ALUC*s "shall be guided by information"[6] in the *Handbook*. The statutes provide similar language indicating that local agencies "shall be guided" by the Handbook criteria before granting building permits.[7] The *Handbook* is not regulatory in nature, however, and it does not constitute formal state policy except to the extent that it explicitly refers to state laws. Rather, its guidance is intended to serve as the starting point for compatibility planning around individual airports.

An additional function of the *Handbook* is established elsewhere in California state law. The Public Resources Code creates a tie between the *Handbook* and the California Environmental Quality Act (CEQA). The Public Resources Code requires lead agencies to use the *Handbook* as "a technical resource" when preparing CEQA documents assessing airport-related noise and safety impacts of projects located in the vicinity of airports.[8]

The policies and maps in this *ALUCP* rely upon the guidance provided by the current edition of the *Handbook* (October 2011). The October 2011 edition of the *Handbook* is available for downloading from the Division of Aeronautics web site (www.dot.ca.gov/hq/planning/aeronaut).

## ALUCP Relationship to Airport Master Plans

*ALUCPs* are distinct from airport master plans, airport layout plans, and other types of airport development plans, but they are closely connected to them. An airport layout plan is a drawing showing existing facilities and planned improvements. Airport master plans primarily address on-airport issues. The purpose of airport master plans is to assess the demand for airport facilities and to guide the development necessary to meet those demands. A typical airport master plan includes an airport layout plan, but also provides textual background data, a discussion of activity forecasts, and an examination of alternatives along with a detailed description of the proposed development. Airport layout plans and airport master plans are prepared for and adopted by the entity that owns and/or operates the airport. Most large, publicly owned airports have an airport master plan, but many smaller or private airports do not.

In contrast to airport layout plans and airport master plans, the focus of which is normally on on-airport concerns, airport land use compatibility plans mostly address off-airport issues. The major purpose of an *ALUCP* is to ensure that incompatible development does not occur on lands surrounding the airport. *ALUCPs* are required to reflect the planned airport development and anticipated activity at

[6] *Public Utilities Code Section 21674.7(a).*
[7] *Public Utilities Code, Section 21674.7(b)* states that "It is the intent of the Legislature to discourage incompatible land uses near existing airports. Therefore, prior to granting permits for the renovation or remodeling of an existing building, structure, or facility, and before the construction of a new building, it is the intent of the Legislature that local agencies shall be guided by the height, use, noise, safety, and density criteria that are compatible with airport operations, as established by this article, and referred to as the Airport Land Use Planning Handbook, published by the Division…"
[8] *Public Resources Code Section 21096.*

least 20 years into the future. The responsibility for preparation and adoption of compatibility plans lies with each county's *ALUC*.

The principal connection between the two types of plans stems from the California Public Utilities Code. The statutes require that *ALUC* plans must be based upon a long-range airport master plan adopted by the airport owner/proprietor or, if such a plan does not exist or is outdated for a particular airport, an airport layout plan may be used with the acceptance of the Division of Aeronautics.[9]

The connection works in both directions, however. While an *ALUCP* must be based upon an airport master plan, the statutes require that any proposed modification to an airport master plan be submitted to the *ALUC* to determine whether the proposal is consistent with the *ALUCP*.[10] Provided that the off-airport compatibility implications of the proposed modifications are adequately addressed in the master plan, the outcome of this process usually is that the *ALUCP* will need to be updated to mirror the new master plan.

### ALUCP Airport Activity Forecasts

In addition to the requirement that an *ALUCP* be based upon the adopted airport master plan or state-approved airport layout plan, the Public Utilities Code says that an *ALUCP* must reflect "the anticipated growth of the airport during at least the next 20 years."[11] Frequently, unless the master plan is very recent, its forecasts cannot be directly used because they do not cover the requisite 20-year time period. A final forecasting factor therefore is one pointed out in the *Handbook*:

> "For compatibility planning, however, 20 years may be shortsighted. For most airports, a lifespan of more than 20 years can reasonably be presumed. Moreover, the need to avoid incompatible land use development will exist for as long as an airport exists. Once development occurs near an airport, it is virtually impossible—or, at the very least, costly and time consuming—to modify the land uses to ones that are more compatible with airport activities."[12]

Chapters 4 through 5 describe the activity forecasts upon which the *ALUCPs* for Chowchilla Municipal and Madera Municipal Airports are based.

## ALUCP Implementation Requirements

### Relationship of the ALUC to County and City Governments of Madera County

The fundamental relationship between the *ALUC* and the governments of Madera County and the cities affected by this *ALUCP* is set by the Public Utilities Code. For the most part, *ALUCs* act independently from the local land use jurisdictions. The *ALUC* is not simply an advisory body for the Board of Supervisors or City Councils in the manner that their respective planning commissions are. Rather, the *ALUC* is an autonomous agency and is more equivalent to the Madera County Local Agency Formation Commission (LAFCo). Within the bounds defined by state law, the decisions of the *ALUC* are final and are independent of the Madera County Board of Supervisors or City Councils. The

[9] *Public Utilities Code Section 21675(a)*.
[10] *Public Utilities Code Section 21676(c)*.
[11] *Public Utilities Code Section 21675(a)*.
[12] *Handbook*, p. 3-5.

*ALUC* does not need county or city approval in order to adopt this *ALUCP* or to carry out *ALUC* land use project review responsibilities. The *ALUC* must, however, consult with the involved agencies when establishing *Airport Influence Area* boundaries.[13]

The responsibility for implementation of the *ALUC*-adopted *ALUCP*, however, rests with the affected local agencies. The Government Code establishes that each county and city affected by an *ALUCP* must make its general plan and any applicable specific plans consistent with the *ALUC's* compatibility plan.[14] Alternatively, local agencies can undertake the series of steps listed in the Public Utilities Code and described later in this chapter to overrule the *ALUC* policies.[15]

The other responsibility of local agencies is to refer their plans and certain other proposed land use actions to the *ALUC* for review so that the *ALUC* can determine whether those actions are consistent with its *ALUCP*. Proposed adoption or amendment of general plans, specific plans, zoning ordinances, and building regulations always must be referred to the *ALUC*. However, other actions, such as those associated with individual development proposals, are subject to *ALUC* review only until such time as the agency's general plan and specific plans have been made consistent with the *ALUC's* plan or the agency has overruled the *ALUC*.[16]

## General Plan Consistency

As noted above, state law requires each local agency having jurisdiction over land uses within an *ALUC's* planning area to modify its general plan and any affected specific plans to be consistent with the *ALUCP*. The law says that the local agency must take this action within 180 days of when the *ALUC* adopts or amends its plan.[17] The only other course of action available to local agencies is to overrule the *ALUC* using the process outlined in the next section.

A general plan does not need to be identical with the *ALUCP* in order to be consistent with it. To meet the consistency test, a general plan must do two things:

- It must specifically address compatibility planning issues, either directly or through reference to a zoning ordinance or other policy document; and
- It must avoid direct conflicts with compatibility planning criteria.

Compatibility planning issues can be reflected in a general plan in any, or a combination, of several ways:

- **Incorporate Policies into Existing General Plan Elements**—One method of achieving the necessary planning consistency is to modify existing general plan elements. For example, airport land use noise policies could be inserted into the noise element, safety policies could be placed into a safety element and the primary compatibility criteria and associated maps plus the procedural policies might fit into the land use element. With this approach, direct conflicts would be eliminated and the majority of the mechanisms and procedures to ensure compliance with compatibility criteria could be fully incorporated into a local jurisdiction's general plan.

[13] *Public Utilities Code Section 21675(c).*
[14] *Government Code Section 65302.3.*
[15] *Public Utilities Code Section 21676.*
[16] *Public Utilities Code Section 21676.5(a).*
[17] *Government Code Section 65302.3(b).*

- **Adopt a General Plan Airport Element**—Another approach is to prepare a separate airport element of the general plan. Such a format may be advantageous when a community's general plan also needs to address on-airport development and operational issues. Modification of other plan elements to provide cross referencing and eliminate conflicts would still be necessary.

- **Adopt ALUCP as Stand-Alone Document**—Jurisdictions selecting this option would simply adopt as a local policy document the relevant portions of the *ALUCP*. Changes to the community's existing general plan would be minimal. Policy reference to the separate *ALUCP* document would need to be added and any direct land use or other conflicts with compatibility planning criteria would have to be removed. Limited discussion of compatibility planning issues could be included in the general plan, but the substance of most compatibility policies would appear only in the stand-alone document.

- **Adopt Airport Combining District or Overlay Zoning Ordinance**—This approach is similar to the stand-alone document except that the local jurisdiction would not explicitly adopt the *ALUCP* as policy. Instead, the compatibility policies would be restructured as an airport combining or overlay zoning ordinance. A combining zone serves as an overlay of standard community-wide land use zones and modifies or limits the uses permitted by the underlying zone. Flood hazard combining zoning is a common example. An airport combining zone ordinance can serve as a convenient means of bringing various airport compatibility criteria into one place. The airport-related height-limit zoning that many jurisdictions have adopted as a means of protecting airport airspace is a form of combining district zoning. Noise and safety compatibility criteria, together with procedural policies, would need to be added to create a complete airport compatibility zoning ordinance. Other than where direct conflicts need to be eliminated from the local plans, implementation of the compatibility policies would be accomplished solely through the zoning ordinance. Policy reference to airport compatibility in the general plan could be as simple as mentioning support for the airport land use commission and stating that policy implementation is by means of the combining zone. (An outline of topics which could be addressed in an airport combining zone is included in Appendix C.)

## Overruling ALUC Decisions

If an *ALUC* has determined that a local agency's general plan is inconsistent with the *ALUCP* and the local agency wishes to adopt the general plan anyway, then it must overrule the *ALUC*. The statutes are explicit in defining the steps involved in the overrule process. This same process also applies if the local agency intends to overrule the *ALUC* with regard to a finding of inconsistency on proposed adoption or approval of a specific plan, zoning ordinance or building regulation; or an airport master plan; or an individual development proposal for which *ALUC* review is mandatory.[18] The steps that a local agency must take to overrule the *ALUC* are set by state law and court decisions and summarized below. Further discussion is contained in the *Handbook*.

**Specific Findings by Local Agency**—When overruling the ALUC, the *Local Agency* must make specific findings that the proposed *Action* is consistent with the purposes of the *ALUC* statutes as set forth in Public Utilities Code Section 21670. Such findings may not be adopted as a matter of opinion, but must be supported by substantial evidence. Specifically, the governing body of the *Local Agency* must make specific findings that the proposed project will not:

- Impair the orderly, planned expansion of the airport;

[18] *Public Utilities Code Sections 21676(a)*, *(b)*, and *(c)*.

- Adversely affect the utility or capacity of the airport (such as by reducing instrument approach procedure minimums); or
- Expose the public to excessive noise and safety hazards.

**Notification and Voting Requirements**—In accordance with the *ALUC* statutes, the *Local Agency* must do all of the following:

- Provide to the *ALUC* and the California Division of Aeronautics a copy of the proposed decision and findings to *Overrule* the *ALUC* at least 45 days prior to the hearing date.
- Hold a public hearing on the matter. The public hearing shall be publicly noticed consistent with the agency's established procedures.
- Include in the public record of any final decision to *Overrule* the *ALUC* any comments received from the *ALUC*, California Division of Aeronautics, Federal Aviation Administration (FAA), or public.
- Make a decision to *Overrule* the *ALUC* by a two-thirds vote of its governing body.

**Liability**—The *ALUC* statutes indicate that if a *Local Agency* other than the *Airport* owner *Overrules* the *ALUC*, the agency owning and operating the airport "shall be immune from liability for damages to property or personal injury caused by or resulting directly or indirectly from the *Local Agency's* decision to *Overrule* the *ALUC's* compatibility determination or recommendation" [19]

## COMPATIBILITY PLANNING IN MADERA COUNTY

### Madera County ALUC

In accordance with state law, the Madera County Planning Commission plus two aviation experts currently function as the *Madera County Airport Land Use Commission* (*ALUC*).[20] The Madera County Planning Director currently serves as the *ALUC* secretary with support from department staff.

The *ALUC* is responsible for preparing and adopting the *ALUCP* for Chowchilla and Madera Municipal Airports. This *ALUCP* replaces an earlier plan—Airport Land Use Compatibility Plan, Madera County Airports—which the *ALUC* adopted for the airports in 1993.

### Airport Plans for Madera County Airports

The two airports addressed by this *ALUCP* are both public-use general aviation facilities. In accordance with state law, the current and planned physical features and operational characteristics of each airport having implications for land use compatibility have been taken into account in the preparation of this *ALUCP*. The aeronautical factors upon which this *ALUCP* is based are summarized in Chapters 4 and 5.

[19] See *Public Utilities Code Sections 21678* and *21675.1(f)*.

[20] *Public Utilities Code Section 21670.1(a)* provides for the option of designating an existing government body (e.g., planning commission) to assume the planning responsibilities of an ALUC in lieu of establishing a separate commission. The designated body must have at least two members with aviation expertise or, when serving as the ALUC, be augmented to have two members thus qualified (PUC Section 21670.1(b)).

## ALUCP Development Process

As required by California state law, the *Handbook* provides guidance for the compatibility policies set forth in this *ALUCP*. The *Handbook* was used both to structure and define compatibility criteria and to establish the procedures to be followed by the *ALUC* and local agencies in implementation of the criteria.

The aeronautical data serving as the foundation of this *ALUCP* is based upon airport layout plans showing existing and proposed airport improvements over the requisite 20-year planning timeframe. With respect to aircraft activity projections, the *ALUCP* again relies upon data obtained from each airport regarding historic, current, and projected operations.

Additionally, a Technical Advisory Group was established specifically for the *ALUCP* update project. The group's primary membership consisted of Madera County/*ALUC* staff, representatives from each of the two public-use airports covered by this plan (Chowchilla Municipal and Madera Municipal Airports), and planning staff from the Cities of Chowchilla and Madera.

The Technical Advisory Group assisted with providing airport and land use data, reviewing discussion papers and draft materials, and providing technical input for consideration in the administrative draft plan. Additionally, the group was charged with keeping their respective local jurisdictions informed of the *ALUCP* Update progress.

## ALUCP Contents

This *ALUCP* is organized into five chapters and a set of appendices. The intent of this introductory chapter is to set the overall context of airport land use compatibility planning in general and for Madera County in particular. Chapters 2 and 3 present *ALUC* procedural policies and compatibility policies applicable uniformly to each airport. Chapters 4 and 5 present airport and land use background information regarding each of the airports in alphabetical sequence.

Also included in this document are a set of appendices containing a copy of state statutes concerning airport land use commissions and other general information pertaining to airport land use compatibility planning. This material is mostly taken from other sources and does not represent *ALUC* policy except where cited as such in Chapters 2 through 4.

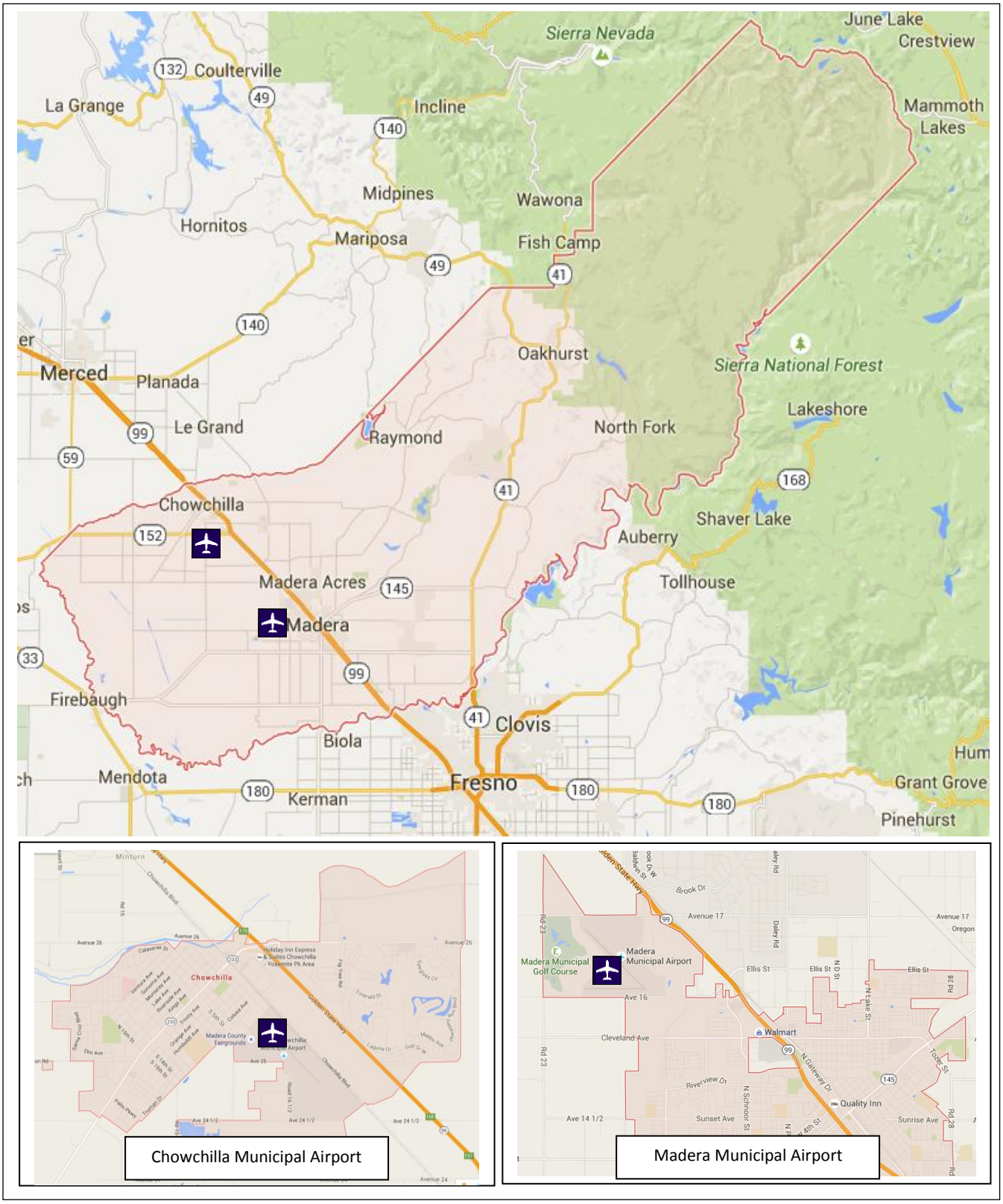


**Exhibit 1A**

# Location Map

CHAPTER 2

# Procedural Policies

# 2

# Procedural Policies

## 1. General Applicability

### 1.1. Definitions

The following definitions apply for the purposes of the policies set forth in this *ALUCP*. In addition, general terms pertaining to airport and land use planning are defined in the *Glossary* (Appendix F).

1.1.1. *Aeronautics Act:* Except as indicated otherwise, the article of the California Public Utilities Code (Section 21670 *et seq.*) pertaining to airport land use commissions and airport land use compatibility plans (also known as the *California State Aeronautics Act*).

1.1.2. *Airport:* The Chowchilla Municipal Airport, Madera Municipal Airport or any new public-use or military airport that may be created within Madera County.

1.1.3. *Airport Action:* Includes plans for the construction of new airports and heliports[1], expansion of existing airports and heliports[2] and updates to airport master plans and airport layout plans.[3] See Policy 2.1.4 for *Airport Actions* always requiring *ALUC* review.

1.1.4. *Airport Expansion.* As used in the statutes, *Airport Expansion* includes construction of a new runway, extension or realignment of an existing runway, acquisition of runway protection zones or acquisition of any interest in land for the purposes identified above.[4] Also see Policy 2.1.4(b).

1.1.5. *Airport Influence Area/Referral Area:* An area, as delineated herein, in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses. The *Airport Influence Area* constitutes the *Referral Area* within which certain *Land Use Actions* and *Airport Actions* are subject to *ALUC* review to determine consistency with the policies herein.

1.1.6. *Airport Land Use Commission (ALUC):* The Madera County Planning Commission plus two aviation experts, or a legally established successor agency, acting in its capacity as the *ALUC* for Madera County. The *ALUC* is an autonomous entity whose decision-making powers are independent of the County Board of Supervisors and other local agencies. The *ALUC*

[1] *Public Utilities Code Section 21661.5.*
[2] *Public Utilities Code Section 21664.5.*
[3] *Public Utilities Code Section 21676(c).*
[4] *Public Utilities Code Section 21664.5.*

is established in accordance with the mandates of the California State Aeronautics Act.[5] The Madera County Planning Department currently serves as the *ALUC* staff.

1.1.7. *Airport Land Use Commission Secretary:* The Madera County Planning Director or a person designated by the Director with the concurrence of the *ALUC* Chairperson.

1.1.8. *Airport Proximity Disclosure:* A form of buyer awareness documentation required by California state law and applicable to many transactions involving residential real estate including previously occupied dwellings. The disclosure notifies a prospective purchaser that the property is located in proximity to an *Airport* and may be subject to annoyances and inconveniences associated with the flight of aircraft to, from, and around the *Airport*. See Policy 3.6.2 for applicability. Also see Policy 1.1.27 for a related buyer awareness tool, *Recorded Overflight Notification*.

1.1.9. *Airspace Protection Surfaces/Plans/Zones:* Imaginary surfaces in the airspace surrounding an *Airport* defined in accordance with criteria set forth in Federal Aviation Regulations Part 77.[6] These surfaces establish the maximum height that objects on the ground can reach without potentially creating constraints or hazards to the use of the airspace by aircraft approaching, departing, or maneuvering in the vicinity of an *Airpor*t. The *Airspace Protection Surfaces* are depicted in the *Airspace Protection Plan* for the *Airports* addressed by this *ALUCP* and are presented in Chapter 3.

1.1.10. *ALUCP/Compatibility Plan:* This document, the *Madera County Airport Land Use Compatibility Plan (ALUCP).*

1.1.11. *Aviation-Related Use:* Any facility or activity directly associated with the air transportation of persons or cargo or the operation, storage, or maintenance of aircraft at an airport or heliport. Such uses specifically include, but are not limited to, runways, taxiways, and their associated protection areas defined by the Federal Aviation Administration, together with aircraft aprons, hangars, fixed base operations facilities, terminal buildings, etc. Hotels or other commercial/industrial facilities on airport property do not qualify as an *Aviation-Related Use*.

1.1.12. *Avigation Easement:* An easement that conveys rights associated with aircraft overflight of a property, including but not limited to creation of noise and limits on the height of structures and trees, etc. (see Policy 3.7.1).

1.1.13. *Community Noise Equivalent Level (CNEL):* The noise metric adopted by the State of California for land use planning purposes, including describing airport noise impacts. The noise impacts are typically depicted by a set of contours, each of which represents points having the same *CNEL* value.

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[5] *Public Utilities Code Section 21670.1(a)* provides for the option of designating an existing government body (e.g., planning commission) to assume the planning responsibilities of an *ALUC* in lieu of establishing a separate commission. The designated body must have at least two members with aviation expertise or, when serving as the *ALUC*, be augmented to have two members thus qualified (PUC Section 21670.1(b)).

[6] Federal Aviation Regulations that deals with objects affecting navigable airspace in the vicinity of airports. Objects that exceed the Federal Aviation Regulations Part 77 height limits constitute airspace obstructions. Federal Aviation Regulations Part 77 establishes standards for identifying obstructions to navigable airspace, sets forth requirements for notice to the FAA of certain proposed construction or alteration, and provides for aeronautical studies of obstructions to determine their effect on the safe and efficient use of airspace. (A copy of the Federal Aviation Regulations Part 77 is available at www.ecfr.gov)

1.1.14. *Compatibility Zone:* Any of the zones depicted in **Maps CHO-3A** and **MAD-3A**, *Compatibility Policy Map* in Chapter 3 for the purposes of assessing land use compatibility within the *Airport Influence Area* defined herein (See Policy 3.2.3).

1.1.15. *Density:* The number of dwelling units per acre. *Density* is used in this *ALUCP* as the measure by which proposed residential development is evaluated for compliance with noise and safety compatibility criteria. *Density* is calculated on the basis of the overall site size (i.e., gross acreage of the site). See Policy 1.1.20 for definition of nonresidential *Intensity*.

1.1.16. *Existing Land Use:* A land use that either physically exists or for which *Local Agency* commitments to the proposal have been obtained entitling the project to move forward (see Policy 1.5.3).

1.1.17. *Existing Nonconforming Use:* An *Existing Land Use* that does not comply with the compatibility criteria set forth in this *ALUCP*. See Policies 1.5.3(d) and 3.7.2 for criteria applicable to *Land Use Actions* involving *Nonconforming Uses*.

1.1.18. *Federal Aviation Regulations Part 77:* The part of Federal Aviation Regulations that deals with objects affecting navigable airspace in the vicinity of airports. Objects that exceed the Federal Aviation Regulations Part 77 height limits constitute airspace obstructions (see Section 3.5). Federal Aviation Regulations Part 77 establishes standards for identifying obstructions to navigable airspace, sets forth requirements for notice to the FAA of certain proposed construction or alteration, and provides for aeronautical studies of obstructions to determine their effect on the safe and efficient use of airspace. (A copy of Federal Aviation Regulations Part 77 is available at www.ecfr.gov; also see *Glossary*).

1.1.19. *Handbook:* The *California Airport Land Use Planning Handbook (Handbook)* published by the California Department of Transportation (Caltrans), Division of Aeronautics in October 2011. The *Handbook* provides guidance to *ALUCs* for the preparation, adoption, and amendment of *ALUCPs*.

1.1.20. *Intensity:* The number of people per acre. *Intensity* is used in this *ALUCP* as the measure by which most proposed *Nonresidential Development* is evaluated for compliance with safety compatibility criteria. Sitewide average *Intensity* is calculated on the basis of the overall site size (i.e., gross acreage of the site). See Policy 1.1.15 for definition of residential *Density*.

1.1.21. *Land Use Action:* Includes land use proposals, either publicly or privately sponsored, that are subject to the provisions of this *ALUCP*. See Policy 2.1.1 for *Land Use Actions* always requiring *ALUC* review.

1.1.22. *Local Agency:* Any county, city, or other local governmental entity such as a special district, school district, or community college district—including any future city or district—having any jurisdictional territory lying within the *Airport Influence Area* as defined by this *ALUCP*. These entities are subject to the provisions of this *ALUCP* (see Section 1.4).

1.1.23. *Noise-Sensitive Land Uses:* Land uses for which the associated primary activities, whether indoor or outdoor, are susceptible to disruption by loud noise events. The most common types of noise sensitive land uses include, but are not limited to: residential, hospitals, nursing facilities, intermediate care facilities, educational facilities, libraries, museums, places of worship, childcare facilities, and certain types of passive recreational parks and open space.

1.1.24. *Object Free Area (OFA):* An area on the ground surrounding an airport runway within which the Federal Aviation Administration (FAA) prohibits all objects except certain ones

necessary for aircraft navigation or maneuvering. The *OFA* dimensions to be applied for the purposes of this *ALUCP* are as established by the FAA.

1.1.25. *Overrule:* An action that a *Local Agency* can take in accordance with provisions of state law if the *Local Agency* wishes to proceed with adoption or amendment of a general plan or specific plan, adoption or approval of a zoning ordinance or building regulation, approval or modification of a facility master plan, or modification of an airport master plan[7] affecting the *Airport Influence Area* in spite of an *ALUC* finding that the *Action* is inconsistent with this *ALUCP*. See Section 2.5 for process required to *Overrule* the *ALUC*.

1.1.26. *Reconstruction*: The rebuilding of an *Existing Nonconforming* structure that has been fully or partially destroyed as a result of a calamity (not planned *Reconstruction* or *Redevelopment*). See Policy 3.7.3 for development conditions associated with *Reconstruction* projects.

1.1.27. *Recorded Overflight Notification:* A form of buyer awareness documentation recorded in the chain of title of a property stating that the property may be subject to annoyances and inconveniences associated with the flight of aircraft to, from, and around a nearby airport. Unlike an *Avigation Easement* (see Policy 1.1.12), a *Recorded Overflight Notification* does not convey property rights from the property owner to the *Airport* and does not restrict the height of objects. See Policy 3.6.1 for applicability. Also see Policy 3.6.2 for a related buyer awareness tool, *Airport Proximity Disclosure*.

1.1.28. *Redevelopment:* Any new construction that replaces the existing use of a site, particularly at a *Density* or *Intensity* greater than that of the *Existing Land Use*. *Redevelopment* projects are subject to the provisions of this *ALUCP* to the same extent as other forms of proposed development. A new use proposed within an existing facility is not considered *Redevelopment* and is not subject to this *ALUCP*, unless discretionary action by the *Local Agency* (e.g., general plan/zoning amendment, additional parking) is required.

1.1.29. *Risk-Sensitive Land Uses:* Land uses that represent special safety concerns irrespective of the number of people associated with the use (see Policy 3.4.8). Specifically: uses with vulnerable occupants; hazardous materials storage; or critical community infrastructure.

## 1.2. ALUCP Overview

1.2.1. *ALUC*: The Madera County Planning Commission plus two aviation experts is currently designated as the *ALUC* for Madera County in accordance with the provisions of California State law.[8]

1.2.2. *ALUCP:* With limited exceptions, California law requires an *ALUCP* for each public-use and military airport in the state. The basic purpose of this document, the *Madera Countywide Airport Land Use Compatibility Plan (ALUCP)*, is to establish the procedures and criteria applicable to airport land use compatibility planning in the vicinity of Chowchilla Municipal Airport and Madera Municipal Airport or any new public-use or military airport that may be established within Madera County. The *ALUCP* is prepared in accordance with the requirements of the California State Aeronautics Act[9] and guidance provided in the *California Airport Land Use Planning Handbook (Handbook)* published by the California Department of Transportation, Division of Aeronautics in October 2011.

[7] *Public Utilities Code Sections 21676(a), (b), and (c).*
[8] *Public Utilities Code Section 21670.1.*
[9] *Public Utilities Code Section 21670 et seq.*

1.2.3. *Effective Date:* The policies herein are effective as of the date that the *ALUC* adopts the *ALUCP*.

(a) The effective date of this *ALUCP* is: [adoption date to be inserted]

(b) The previous *ALUCP* for the *Airports*—referred to as the *Airport Land Use Compatibility Plan, Madera County Airports*—was adopted by the *ALUC* in December 1993. The 1993 plan shall remain in effect until the *ALUC* adopts this *ALUCP*.

(c) Any project or phase of a project that has received *Local Agency* approvals sufficient to qualify it as an *Existing Land Use* (see Policies 1.1.16 and 1.5.3) prior to the date of the *ALUC's* adoption of this *ALUCP* shall not be required to comply with the policies herein. Rather, the policies of the 1993 plan shall apply.

1.2.4. *Use by ALUC:* The *ALUC* shall:

(a) Formally adopt this *ALUCP*.[10]

(b) When a *Local Agency* refers a *Land Use Action or Airport Action* to the *ALUC* for review as provided by Section 2.1, make a determination as to whether such *Action* is consistent with the criteria set forth in this *ALUCP*.

1.2.5. *Fees:* Fees shall be established by the *ALUC* for the purpose of defraying costs of providing *ALUC* services.[11] Any fees established by the *ALUC* shall be reviewed annually by the *ALUC* or upon recommendation of the *ALUC Secretary*, and adjusted as necessary.

1.2.6. *Examples:* Where an example is used in this *ALUCP*, such example or examples are provided for purposes of illustration only and any such example or set of examples are not intended nor shall such be construed as an exhaustive list of the subject matter to which it corresponds.

## 1.3. Geographic Scope

1.3.1. *Airport Influence Area*: The *Airport Influence Area* addressed by this *ALUCP* encompasses all lands on which the uses could be negatively affected by current or future aircraft operations at the *Airport* as well as lands on which the uses could negatively affect airport usage and thus necessitate restriction on those uses.[12]

(a) In delineating the *Airport Influence Area*, the geographic extents of four types of compatibility concerns are considered. The *Compatibility Zones* depicted in **Maps CHO-3A** and **MAD-3A**, *Compatibility Policy Map* presented in Chapter 3 consider all four compatibility factors in a composite manner.

(1) Noise: Locations exposed to potentially disruptive levels of aircraft noise.

(2) Safety: Areas where the risk of an aircraft accident poses heightened safety concerns for people and property on the ground.

(3) Airspace Protection: Places where height and various other land use characteristics need to be restricted in order to prevent creation of physical, visual, or electronic hazards to flight within the airspace required for operation of aircraft to and from the *Airport*.

[10] In accordance with *Public Utilities Code Section 21674(c)*.
[11] *Public Utilities Code Section 21671.5(f)* allows for ALUCs to charge fees for project reviews.
[12] The basis for delineating the *Airport Influence Area* is set by state law in *Business and Professions Code Section 11010*.

(4) Overflight: Locations where aircraft overflying can be intrusive and annoying to many people.

(b) Other impacts sometimes created by airports (e.g., air pollution, automobile traffic, etc.) are not addressed herein and are not factors that the *ALUC* shall consider in reviewing land use projects.

1.3.2. *Airport Growth Assumptions:* The *Airport Influence Area* defined by this *ALUCP* for each *Airport* reflects the existing configuration of the *Airport*, planned *Airport Expansion* and projected aircraft activity covering the requisite 20-year planning horizon.[13] Chapters 4 and 5 document the aeronautical assumptions upon which this *ALUCP* is based for Chowchilla Municipal Airport and Madera Municipal Airport, respectively.

1.3.3. *Referral Area:* The *Airport Influence Area* defined by this *ALUCP* for each *Airport* constitutes the *Referral Area* within which certain *Land Use Actions* and *Airport Actions* are subject to *ALUC* review to determine consistency with this *ALUCP*. See Section 2.1 for the types of *Actions* subject to *ALUC* review.

## 1.4. ALUCP Implementation Responsibilities for Affected Local Agencies

1.4.1. *Affected Local Agencies:* The policies of this *ALUCP* shall apply to each of to the following *Local Agencies* (see Policy 1.1.21) in Madera County having jurisdiction over lands within all or parts of an *Airport Influence Area* defined by this *ALUCP;* specifically:

(a) County of Madera.

(b) Cities of Chowchilla and Madera.

(c) Any existing or future special districts, school districts, or community college districts within Madera County to the extent that the district boundaries extend into an *Airport Influence Area*.

(d) Any future city within Madera County that may be incorporated within an *Airport Influence Area*.

1.4.2. *Attain Consistency with the ALUCP:* Affected *Local Agencies* shall modify their respective general plans, applicable specific plan(s), zoning ordinance and building regulations to be consistent with the policies and criteria set forth in this *ALUCP*.[14]

1.4.3. *Referring Land Use Actions*: Affected *Local Agencies* shall refer the *Land Use Actions* specified in Section 2.1.

1.4.4. *ALUCP Consistency Evaluations of Land Use Actions:* Except those *Land Use Actions* requiring *ALUC* review as specified in Section 2.1, affected *Local Agencies* shall conduct their own consistency evaluations for individual development projects proposed for sites within an *Airport Influence Area* by utilizing the *ALUCP*, either directly or as reflected in the appropriately modified general plan, specific plan and zoning ordinance. The *Local Agency* and its staff are responsible for ensuring that a development continues to comply with *ALUCP* criteria on an on-going basis following completion of the project (i.e., usage *Intensity* and height limitations in particular).

[13] See *Public Utilities Code Section 21675(a)*.

[14] *Public Utilities Code Section 21676(a)* specifically requires general plan consistency. Because specific plans and zoning ordinances are also subject to *ALUC* review, the consistency requirement also extends to them.

1.4.5. *Referral of Airport Actions:* Public or private entities owning an existing *Airport* or proposing to construct a new public or private airport or heliport shall refer the *Airport Actions* specified in Section 2.1.

1.4.6. *Use by Districts:* Special districts, school districts, and community college districts shall apply the policies of this *ALUCP* when creating facility master plans and making other planning decisions regarding the proposed development of lands under their control (i.e., through land acquisition or lease) with the *Airport Influence Area*.

1.4.7. *Referencing ALUCP in CEQA Documents:* Affected *Local Agencies* preparing an environmental document for any project within the *Airport Influence Area* shall address the compatibility criteria contained in this *ALUCP* in addition to referencing guidance from the *Handbook*.[15]

## 1.5. Limitations of the ALUC and this ALUCP

1.5.1. *Airport Operations:* In general, neither the *ALUC* nor this *ALUCP* have authority over the planning and design of on-airport facilities or over *Airport* operations including where and when aircraft fly, the types of aircraft flown, and other aspects of aviation.[16] Exceptions to this limitation are as follows:

(a) State law requires *ALUC* review of airport master plans and certain *Airport Expansion* plans to the extent that future *Airport* activities could have off-airport land use compatibility implications (see Policy 2.1.4).[17]

(b) Nonaviation development of *Airport* property is subject to the *ALUCP* criteria in the same manner that *Land Use Actions* involving off-airport property are required to be consistent with the *ALUCP* criteria.

1.5.2. *Federal, State and Tribal Entities:* Lands controlled (i.e., owned, leased, or in trust) by federal or state agencies or by Native American tribes are not subject to the provisions of the state *ALUC* statutes or this *ALUCP*. However, the compatibility criteria included herein are intended as recommendations to these agencies.

1.5.3. *Existing Land Uses:* The policies of this *ALUCP* do not apply to *Existing Land Uses*.[18] A land use is considered to be "existing" when one or more of the below conditions has been met prior to the adoption date of this *ALUCP* by the *ALUC*.

(a) Qualifying Criteria: An *Existing Land Use* is one that either physically exists or for which certain *Local Agency* commitments to the proposal have been obtained. For the purposes of this *ALUCP,* the *ALUC* considers the following *Land Use Actions* to have a vested right to proceed with the development:[19]

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[15] The California Environmental Quality Act (CEQA) requires environmental documents for projects situated within an *Airport Influence Area* to evaluate whether the project would expose people residing or working in the project area to excessive levels of airport-related noise or to airport-related safety hazards (Public Resources Code Section 21096). In the preparation of such environmental documents, the law specifically requires that the *California Airport Land Use Planning Handbook* published by the California Division of Aeronautic be utilized as a technical resource.

[16] This is an explicit limitation of state law under *Public Utilities Code Section 21674(e)*.

[17] See *Public Utilities Code Sections 21676(c) and 21664.5*.

[18] This is an explicit limitation of *Public Utilities Code Sections 21670(a) and 21674(a)*.

[19] Vested means "the irrevocable right to complete construction notwithstanding an intervening change in the law that would otherwise preclude it." ([*McCarthy v. California Tahoe Regional Planning Agency*, (1982) 129 Cal.App.3d 222, 230 (1982).)]. According to the California Supreme Court, the right to develop becomes vested when all discretionary approvals for a project

(1) A valid building permit has been issued and not yet expired;

(2) A development agreement has been approved and remains in effect;

(3) A use permit (e.g., conditional use permit) has been approved and not yet expired;

(4) A vesting tentative map has been approved and not yet expired;

(5) A tentative map (subdivisions creating 5 or more parcels or condominiums) or parcel map have been approved and not yet expired; and

(6) A final subdivision map has been recorded.

(b) Expiration of *Local Agency* Commitment: If a *Local Agency*'s commitment to a development proposal, as set forth in Paragraph (a) of this policy, expires, the proposal will no longer qualify as an *Existing Land Use*. As such, the proposal shall be subject to the policies of this *ALUCP*.

(c) Revisions to Approved Development: Filing of a new version of any of the approval documents listed in Paragraph (a) of this policy means that the use no longer qualifies as an *Existing Land Use* and, therefore, is subject to *ALUCP* criteria established in Section 3 in Chapter 3.

(d) *Existing Nonconforming Uses*: The *ALUC* has no authority over *Existing Nonconforming Uses* nor the ability to compel *Local Agencies* to reduce or remove *Existing Nonconforming Uses* from the airport environs. Proposed changes to uses within existing structures are subject to the *ALUCP* criteria if the changes require discretionary action by the *Local Agency* and would result in an increased nonconformity with the compatibility criteria (see Policy 3.7.2). Proposed *Redevelopment* (see definition in Policy 1.1.28) is, however, subject to conformance with the *ALUCP* criteria the same as new development.

(e) Determination: The *ALUC* shall make the determination as to whether a specific project meets the qualifying criteria set forth in Paragraph (a) of this policy. Once the *ALUC* finds that a *Local Agency's* general plan is consistent with the *ALUCP*, this determination shall be made by the *Local Agency*.

1.5.4. *Development by Right*:

(a) Nothing in this *ALUCP* prohibits:

(1) Construction of a single-family home on a legal lot of record as of the date of adoption of this *ALUCP* provided that the home is not within *Compatibility Zone A* and the use is permitted by local land use regulations.

(2) Construction of a secondary unit as defined by state law and local regulations.

(3) Lot line adjustments provided that new developable parcels would not be created and the resulting *Density* or *Intensity* of the affected property would not exceed the applicable *Density* or *Intensity* criteria indicated in **Table 3A**, *Basic Compatibility Criteria*.

(4) Construction or establishment of a family day care home serving 14 or fewer children either in an existing dwelling or in a new dwelling permitted by the policies of this *ALUCP*.

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have been obtained and only ministerial (administrative) approvals remain [*AVCO Community Developers, Inc. v. South Coast Commission*, 17 Cal.3d 785, 791 (1976)]. Determination of what is a ministerial action varies by *Local Agency*.

1.5.5. *Submittal of Environmental Documents:* The *ALUC* does not have a formal responsibility to review the environmental document associated with *Land Use Actions* or *Airport Actions* referred to it for review. If an environmental document has been prepared at the time that a *Land Use Action* or *Airport Action* is referred for review and the document contains information pertinent to the review, then a copy should be included with the referral (see Policy 2.3.1).

# 2. ALUC REFERRAL/REVIEW PROCESS

## 2.1. Actions Subject to ALUC Review

2.1.1. *Land Use Actions Always Requiring ALUC Review:* Prior to approving any of the following types of *Land Use Actions*, the *Local Agency* always must refer the *Land Use Action* to the *ALUC* for determination of consistency with this *ALUCP*:

(a) *Local Agency* adoption or approval of any new general plan, specific plan, or facility master plan or any amendment thereto that affects lands within the *Airport Influence Area*.[20] Formal review and action by the ALUC is required.

(b) *Local Agency* adoption or approval of a zoning ordinance or building regulation, including any proposed change to any such ordinance or regulation, that (1) affects land within the *Airport Influence Area* and (2) involves the types of airport impact concerns listed in Policy 1.3.1(a). [21] For example, a zoning code change modifying building setback requirements would not require a consistency review by the *ALUC*.

(1) *Land Use Actions* submitted in accordance with Paragraph (b) above that have general applicability throughout the community require formal review and action by the *ALUC*.

(2) The *ALUC Secretary* is authorized on behalf of the *ALUC* to provide formal consistency determinations on *Land Use Actions* submitted in accordance with Paragraph (b) above involving parcel-specific amendments (e.g., land use designation change associated with a development proposal).

2.1.2. *Interim Mandatory Referral of Disputed Land Use Proposals:* Until such time a *Local Agency* either makes its general plan or specific plan consistent with the *ALUCP* or *Overrules* the *ALUC*, the *Local Agency* must refer land use development proposals wherein there is a dispute regarding a proposed project's compatibility with *Airport* activities.[22]

(a) The *ALUC* will mediate disputes that cannot be resolved by the *Local Agency*.

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[20] *Public Utilities Code Section 21676(b)*.

[21] *Public Utilities Code Section 21676(b)*.

[22] *Public Utilities Code Section 21676(b)* allows *ALUCs* to require *Local Agencies* to refer "all actions, regulations, and permits" involving lands within an *Airport Influence Area* to the *ALUC* for review until such time that the *Local Agency* amends its general plan or specific plan to be consistent with the *ALUCP* or *Overrules* the *ALUC*. The *ALUC* for Madera County has opted to reduce this all-inclusive list to just those *Actions* always requiring *ALUC* review (see Policies 2.1.1 and 2.1.4). However, the *ALUC* statutes also require *ALUCs* to "assist local agencies" in ensuring compatible land uses within an *Airport Influence Area*. Therefore, during this interim period before the *Local Agency* attains general plan or specific plan consistency with this *ALUCP* or *Overrules* the *ALUC*, the *ALUC* for Madera County will mediate disputes arising from the adoption or approval of an individual development proposal by a *Local Agency*.

(b) The *ALUC* will review matters appealed to it by the *Local Agency*, project applicant, *Airport* owner, or other interested party or public.

(c) When acting on a disputed *Land Use Action*, the *ALUC* shall hold a public hearing and issue formal findings on the disputed *Land Use Action* by majority vote.

2.1.3. *Voluntary Referral of Land Use Actions:* A *Local Agency* may voluntarily refer an *Action* or individual development proposal to the *ALUC* involving a question of compatibility with *Airport* activities for informal review and comment.[23]

(a) The *ALUC Secretary* is authorized on behalf of the *ALUC* to provide comments on all *Actions* referred to the *ALUC* on a voluntary basis.

(b) Because the *ALUC* review of *Actions* referred on a voluntary basis does not represent a formal consistency determination as is the case with *Actions* referred under Policies 2.1.1, 2.1.2 or 2.1.4, *Local Agencies* are not required to adhere to the overruling process if they elect to approve a project without incorporating design changes or conditions recommended by the *ALUC*.

2.1.4. *Airport Actions Always Requiring ALUC Review:* Prior to approving any of the following types of *Airport Actions*, the *Local Agency* owning the *Airport* always must refer the *Airport Action* to the *ALUC* for determination of consistency with this *ALUCP:*

(a) Adoption or modification of a master plan (see Sections 2.4 and 4).[24]

(b) Any proposal for "*Airport Expansion*" not reflected in Chapters 4 and 5 of this *ALUCP* if such expansion will require an amended Airport Permit from the State of California (see Sections 2.4 and 4.1). As used in the statutes, "expansion" primarily includes construction of a new runway, extension, or realignment of an existing runway, or related acquisition of land (see Policy 1.1.4 for definition).[25]

(c) Any proposal for a new *Airport* or heliport whether for public use or private use must be submitted for *ALUC* review if the facility requires a State Airport Permit (see Sections 2.4 and 4.2).[26]

## 2.2. General Referral Requirements

2.2.1. *Timing of Referral:* The precise timing of the *ALUC*'s or *ALUC Secretary's* review of a proposed *Land Use Action* or *Airport Action* may vary depending upon the nature of the specific project.

(a) Referrals to the *ALUC* should be made at the earliest reasonable point in time so that the *ALUC*'s review can be duly considered by the *Local Agency* prior to when the agency formalizes its *Actions*. Depending upon the type of *Action* and the normal scheduling of meetings, *ALUC* review can be completed before, after, or concurrently with review by the local planning commission and other advisory bodies, but *must* be accomplished before final action by the *Local Agency*.

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[23] *Public Utilities Code Section 21674(a).*

[24] *Public Utilities Code Section 21676(c).*

[25] *Public Utilities Code Section 21664.5.*

[26] Required by *Public Utilities Code Section 21661.5*. Airports and heliports requiring state permits are defined in *California Code of Regulations Title 21 Sections 3525 through 3560*.

(b) Completion of a formal application with the *Local Agency* is not required prior to a *Local Agency*'s referral of a proposed *Land Use Action* or *Airport Action* to the *ALUC*. Rather, a project applicant may request, and the *Local Agency* may refer, a proposed *Action* to the *ALUC* for early review, so long as the *Local Agency* is able to provide the *ALUC* with the project submittal information for the proposal, as specified and required in Policies 2.3.1 and 2.4.1 of this *ALUCP*.

2.2.2. *Public Input:* The *ALUC* shall provide public notice and obtain public input before acting on any *Land Use Action* or *Airport Action* referred to the *ALUC* on a mandatory basis in accordance with Policies 2.1.1, 2.1.2 and 2.1.4.[27]

## 2.3. Review Process for Land Use Actions

2.3.1. *Required Submittal Information for Land Use Actions:* Copies of the complete text and maps of the plan, ordinance, or regulation proposed for adoption or amendment shall be submitted to the *ALUC*. Any supporting material, such as environmental documents, assessing the proposal's consistency with the *ALUCP* should be included. As indicated in Policy 1.5.5, the *ALUC* does not have a formal responsibility to review an environmental document associated with a *Land Use Action* referred to the *ALUC*. However, if the environmental document contains information pertinent to the *ALUC's* consistency review, then a copy should be included with the referral to enable the *ALUC* to make a consistency determination of the referred *Land Use Action*.

2.3.2. *Consistency Reviews by ALUC:*

(a) Initial General Plan Consistency*:* In conjunction with the adoption or amendment of this *ALUCP*, the *ALUC* shall review the general plans and specific plans of affected *Local Agencies* to determine their consistency with the *ALUC*'s policies. State law[28] requires that, within 180 days of the *ALUC*'s adoption or amendment of this *ALUCP*, each *Local Agency* affected by the plan must amend its general plan and any applicable specific plan(s) to be consistent with the *ALUCP* or, alternatively, provide required notice, adopt findings, and *Overrule* the *ALUC* in accordance with statutory requirements.[29]

(b) *Land Use Actions*: Except as provided by Paragraph 2.1.1(b)(2), a proposed *Land Use Action* referred to the *ALUC* on a mandatory basis (those listed in Policies 2.1.1, 2.1.2, and 2.1.4) shall require a formal consistency determination by the *ALUC*.

(1) The *ALUC Secretary* shall review the proposal to determine if it is consistent with the *ALUCP* policies.

(2) The *Land Use Action* shall be placed on the *ALUC* agenda for action.

(c) *ALUC Action* Choices*:* When reviewing a *Land Use Action* for consistency with the *ALUCP*, the *ALUC* has three choices of action:

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[27] *Public Utilities Code Section 21675.2(d).* Section 3.7.2 recommends following the notice procedures applicable to general plans; specifically Government Code Sections 65090, 65091 and 65353. Generally, notice must be sent to each affected property owner unless mailing of more than 1,000 such notices would be required. In this case, notice may be published in a newspaper of general circulation serving the affected area.

[28] *Government Code Section 65302.3.*

[29] *Public Utilities Code Section 21676(b).*

(1) Find the proposed *Land Use Action* consistent with the *ALUCP*. To make such a finding with regard to a plan, ordinance or regulation the conditions identified in Section 3.1 must be met. For parcel-specific amendments, the conditions identified in Section 3.2 must be met.

(2) Find the proposed *Land Use Action* consistent with the *ALUCP*, subject to conditions and/or modifications that the *ALUC* may require. Any such conditions should be limited in scope and described in a manner that allows compliance to be clearly assessed.

(3) Find the proposed *Land Use Action* inconsistent with the *ALUCP*. In making a finding of inconsistency, the *ALUC* shall note the specific conflicts or shortcomings upon which its determination is based.

2.3.3. *Consistency Reviews by ALUC Secretary:*

(a) The *ALUC* delegates to the *ALUC Secretary* the following:

(1) The *ALUC Secretary* is authorized on behalf of the *ALUC* to provide a formal consistency determination on *Land Use Actions* involving parcel-specific amendments (see Paragraph 2.1.1(b)(2)).

(2) The *ALUC Secretary* is authorized on behalf of the *ALUC* to provide informal comments on *Land Use Actions* forwarded to the *ALUC* on a voluntary basis (see Policy 2.1.3).

(3) Informal input from the *ALUC Secretary* may be sought prior to formal or voluntary submittal of a proposed *Action* to the *ALUC*.

(b) When reviewing a proposed *Land Use Action* requiring a formal consistency determination by the *ALUC Secretary* (see Paragraphs 2.1.1(b)(2) and 2.3.3(a)(1)), the *ALUC Secretary* shall:

(1) Consult with the manager of the airport.

(2) Make its determinations in writing and describe the consistency analysis and the basis for the determination.

(3) Forward projects that are controversial or complex to the *ALUC* for a consistency determination.

(4) Provide to the *ALUC* a list of all projects reviewed and the determination made by the *ALUC Secretary*.

(c) *ALUC Secretary's Action* Choices*:* When reviewing a *Land Use Action* for consistency with the *ALUCP* as required by Paragraphs 2.1.1(b)(2) and 2.3.3(a)(1), the *ALUC Secretary* has three choices of action:

(1) Find the project consistent with the *ALUCP*.

(2) Find the project consistent with the *ALUCP*, subject to compliance with such conditions as the *ALUC Secretary* may specify. Any such conditions should be limited in scope and described in a manner that allows compliance to be clearly assessed (e.g., the height of a structure).

(3) Find that the project may be inconsistent with the *ALUCP* or has certain compatibility complexities requiring review by the *ALUC*. The *ALUC Secretary* shall forward any such project to the *ALUC* for a consistency determination.

(d) Appeal of *ALUC Secretary's Action:* The affected *Local Agency*, project applicant, *Airport* owner, or other interested party may appeal to the *ALUC* a consistency determination made by the *ALUC Secretary* on a *Land Use Action* involving parcel-specific amendments reviewed in accordance with Policy 2.1.1(b)(2). The *ALUC* shall then review the proposed *Land Use Action*, the *ALUC Secretary*'s determination, and information supporting the appeal and make a final determination regarding the proposed *Land Use Action*'s consistency with the *ALUCP*. Any appeal of the *ALUC Secretary*'s determination must be submitted within 10 days of the date when the determination was issued.

2.3.4. *Response Time:*

(a) Reviews by the *ALUC* shall be completed within 60 days from the date of referral.[30]

(b) Reviews by the *ALUC Secretary* performed in accordance with Policy 2.1.1(b)(2) shall be completed within 14 days of the date of referral.

(c) Reviews by the *ALUC Secretary* performed in accordance with Policy 2.1.3 shall be completed on a timeline negotiated with the *Local Agency*.

(d) Reviews of projects forwarded or appealed to the *ALUC* for a consistency determination shall be completed within 60 days of the date of the request or appeal.[31]

(e) The date of referral is deemed to be the date on which all applicable project information as specified in Policy 2.3.1 is received by the *ALUC Secretary* and the *ALUC Secretary* determines that the application for a consistency determination is complete (see Appendix E for a copy of the *ALUC* Referral Form).

(f) The 60-day review period may be extended if the referring *Local Agency* or project applicant agrees in writing or so states at an *ALUC* public hearing on the *Action*.

(g) If the *ALUC* or *ALUC Secretary* fail to make a consistency determination within the above noted time period, the proposed *Action* shall be deemed consistent with the *ALUCP*.[32] Regardless of *ALUC* action or failure to act, the proposed *Action* must comply with other applicable local, state, and federal regulations and laws.

## 2.4. Review Process for Airport Actions

2.4.1. *Required Submittal Information for Airport Actions:* An airport master plan for an existing or new *Airport* or heliport or an *Airport Expansion* plan for an existing *Airport* referred to the *ALUC* for review shall contain sufficient information to enable the *ALUC* to adequately assess the noise, safety, airspace protection, and overflight impacts of *Airport* activity upon surrounding land uses.

(a) When an *Airport Action* is referred to the *ALUC* for review, the noise, safety, airspace protection, and overflight impacts should be addressed in the plan report and/or in an accompanying environmental document. Proposed changes in *Airport* facilities and usage that could have land use compatibility implications should be noted.

[30] *Public Utilities Code Section 21676(d).*

[31] For *Major Land Use Actions*, this 60-day limit is not a statutory requirement, but is set by the *ALUC* to be consistent with Policy 2.3.3 and *Public Utilities Code Section 21676(d)* regarding general plans, specific plans, zoning ordinances, and building regulations.

[32] *Public Utilities Code Section 21676(d).*

(b) For proposed *Airport Expansion*, the relationship to a previously adopted master plan or other approved plan for the *Airport* should be indicated—specifically, whether the proposed development implements an adopted/approved plan or represents an addition or change to any such previous plan. Any environmental document prepared for the project should be included in the submittal.

(c) For either airport master plans or other *Airport Expansion* plans, the following specific information should be included to the extent applicable:

(1) A layout plan drawing of the proposed facility or improvements showing the location of:

- Airport property and avigation easement boundaries;
- Runways or helicopter takeoff and landing areas; and
- Runway or helipad protection zones.

(2) A revised map of the *Airspace Protection Surfaces* as defined by Federal Aviation Regulations Part 77 if the proposal would result in changes to these surfaces. The *Airspace Protection Surfaces* for Chowchilla Municipal Airport and Madera Municipal Airport are presented in Chapters 4 and 5.

(3) Updated activity forecasts, including the number of operations by each type of aircraft proposed to use the facility, the percentage of day versus night operations, and the distribution of takeoffs and landings for each runway direction. The effects of the proposed development on the aircraft activity forecasts indicated in Chapters 4 and 5 of this *ALUCP* should be described.

(4) Aircraft or helicopter approach/departure flight routes. Proposed flight track locations and projected noise contours. Differences from the flight track data and noise contours presented in Chapters 4 and 5 of this *ALUCP* should be described.

(5) A map showing existing and planned land uses in the areas affected by aircraft activity associated with implementation of the proposed master plan or *Airport Expansion* plan.

(6) Identification and proposed mitigation of impacts on surrounding land uses to the extent that those impacts would be greater than indicated by the compatibility factors depicted in the airport exhibits presented in Chapters 4 and 5.

2.4.2. *ALUC Action Choices for Airport Actions:* When reviewing a proposed new or revised airport master plan or proposed *Airport Expansion* plans for Chowchilla Municipal Airport or Madera Municipal Airport, the *ALUC* has three action choices (see Policy 4.1.1 for policies pertaining to the substance of the *ALUC* review of plans for existing *Airports*):

(a) Find the proposed *Airport Action* consistent with the *ALUCP*.

(b) Find the proposed *Airport Action* consistent with the *ALUCP* with the condition that the *ALUCP* be modified to reflect the assumptions and proposals of the *Airport* plan.

(c) Find the proposed *Airport Action* inconsistent with the *ALUCP* as the *Airport* plan does not adequately address aeronautical impacts of *Airport* proposals on adjacent land uses (e.g., noise and safety hazards).

2.4.3. *ALUC Action Choices for Plans of New Airports or Heliports:* When reviewing proposals for new public use or private use airports or heliports, the *ALUC* has two action choices (see Policy 4.2.1 for policies pertaining to the substance of the *ALUC* review of plans for new *Airports*):

(a) Approve the proposal as being consistent with the specific review criteria listed in Section 4.2 and, if required, either adopt an *ALUCP* for that facility or establish the intent to do so at a later date. State law requires adoption of an *ALUCP* if the airport or heliport will be a public-use facility.[33]

(b) Disapprove the proposal on the basis that the noise, safety, airspace protection, and overflight impacts it would have on surrounding land uses are not adequately mitigated.

2.4.4. *Response Time:* The *ALUC* must respond to the referral of an airport master plan or *Airport Expansion* plan within 60 days from the date of referral.[34]

(a) The date of referral is deemed to be the date on which all applicable project information as specified in Policy 2.4.1 is received by the *ALUC Secretary* and the *ALUC Secretary* determines that the application for a consistency determination is complete (see Appendix E for a copy of the *ALUC* Referral Form).

(b) If the *ALUC* fails to make a determination within the specified period, the proposed *Airport Action* shall be deemed consistent with the *ALUCP*. [35]

(c) Regardless of *ALUC* action or failure to act, the proposed *Airport Action* must comply with other applicable local, state, and federal regulations and laws.

(d) The *Airport* owner shall be notified of the *ALUC*'s action in writing.

## 2.5. ALUC Role For Local Agency Overrules

2.5.1. *ALUC Determination of "Inconsistent":* If the *ALUC* determines that a proposed *Land Use Action or Airport Action* is inconsistent with this *ALUCP*, the *ALUC* must notify the *Local Agency* and shall indicate the reasons for the inconsistency determination.

2.5.2. *Overruling of ALUC by Local Agency:* If a *Local Agency* wishes to proceed with a proposed *Land Use Action* or *Airport Action* that the *ALUC* has determined to be inconsistent with the *ALUCP*, or if the *Local Agency* wishes to ignore a condition for consistency, the *Local Agency* must *Overrule* the *ALUC* determination in accordance with the provisions of state law.[36] See Chapter 1 for the steps that a *Local Agency* must take to overrule the *ALUC*.

2.5.3. *ALUC Comments on Proposed Overruling:* The *ALUC* may provide comments on the proposed overruling decision. The *ALUC* delegates to the *ALUC Secretary* the authority to provide comments.

[33] *Public Utilities Code Section 21675(a).*
[34] *Public Utilities Code Section 21676(d).*
[35] *Public Utilities Code Section 21676(d).*
[36] See *Public Utilities Code Section 21670(a), 21676 and 21676.5* for specific procedures for overruling the *ALUC*. Further guidance is provided in the *California Airport Land Use Handbook* published by the California Division of Aeronautics (see beginning on page 5-15 of the 2011 edition). Chapter 1 of this *ALUCP* also summarizes the overrule process to be followed by a *Local Agency*.

CHAPTER 3

# Compatibility Policies and Maps

# 3

# Compatibility Policies and Maps

## 3. COMPATIBILITY CRITERIA FOR LAND USE ACTIONS

### 3.1. Criteria for Review of General Plans, Specific Plans, Zoning Ordinances, Building Regulations and Facility Master Plans

3.1.1. *Statutory Requirement:* State law requires that each *Local Agency* having territory within an *Airport Influence Area* modify its general plan and any applicable specific plan to be consistent with the compatibility plan for the particular airport unless it takes the steps required to *Overrule* the *ALUC*.[37] Zoning ordinances, building regulations and facility master plans must also be consistent with the *ALUCP*. In order for these *Land Use Actions* to be considered consistent with this *ALUCP*, the requirements established in Policies 3.1.2 through 3.1.4 must be accomplished.[38]

3.1.2. *Elimination of Conflicts:* No direct conflicts can exist between the two plans.

(a) Direct conflicts primarily involve general plan land use designations that do not meet the *Density* or *Intensity* criteria specified in **Table 3A**, *Basic Compatibility Criteria*. In addition, conflicts with regard to other compatibility policies (i.e., Policies 3.3 through 3.7)—height limitations in particular—may also exist.

(b) A general plan cannot be found inconsistent with the *ALUCP* because of land use designations that reflect *Existing Land Uses* even if those designations conflict with the compatibility criteria of this *ALUCP*. General plan land use designations that merely echo the *Existing Land Uses* are exempt from requirements for general plan consistency with the *ALUCP*.[39]

(c) Proposed *Redevelopment* or other changes to *Existing Land Uses* are not exempt from compliance with this *ALUCP*. To ensure that *Existing Nonconforming Uses* do not become more nonconforming, general plans or implementing documents must include policies

[37] *Government Code Section 65302.3* states that a county's or city's general plan, and any applicable specific plans, "shall be consistent" with an ALUCP and "shall be amended, as necessary" to be consistent with any amendment of the *ALUCP*.
[38] See Chapter 1 and Appendix C for additional guidance.
[39] This exemption derives from state law, which proscribes *ALUC* authority over *Existing Land Uses*.

setting limitations on expansion and *Reconstruction* of *Nonconforming Uses* located within an *Airport Influence Area* consistent with Policies 3.7.2 and 3.7.3.

(d) To be consistent with the *ALUCP*, a general plan and/or implementing ordinance also must include provisions ensuring long-term compliance with the compatibility criteria. For example, future reuse of a building must not result in a usage *Intensity* that exceeds the applicable standard or other limit approved by the *ALUC* (see Policy 3.4.5).

3.1.3. *Establishment of Review Process: Local Agencies* must define the process they will follow when reviewing individual land use development proposals within an *Airport Influence Area* to ensure that the development will be consistent with the policies set forth in this *ALUCP*.

(a) The process established must ensure that the proposed development is consistent with the land use or zoning designation indicated in the *Local Agency*'s general plan, specific plan, zoning ordinance, and/or other development regulations that the *ALUC* has previously found consistent with this *ALUCP* and that the development's subsequent use or reuse will remain consistent with the policies herein over time. Additionally, consistency with other applicable compatibility criteria—e.g., usage *Intensity*, height limitations, *Avigation Easement* dedication—must be assessed.

(b) The review process may be described either within the general plan or specific plan(s) themselves or in implementing ordinances. Local jurisdictions have the following choices for satisfying this review process requirement:

(1) Sufficient detail can be included in the general plan or specific plan(s) and/or referenced implementing ordinances and regulations to enable the local jurisdiction to assess whether a proposed development fully meets the compatibility criteria specified in the applicable *ALUCP* (this means both that the compatibility criteria be identified and that project review procedures be described);

(2) The *ALUCP* can be adopted by reference (in this case, the project review procedure must be described in a separate policy document or memorandum of understanding presented to and approved by the *ALUC*); and/or

(3) The general plan must indicate that the *Land Use Actions* specified in Section 2.1 shall be submitted to the *ALUC* for review in accordance with the policies of Section 1.4.

3.1.4. *Land Use Conversion:* The compatibility of uses in the *Airport Influence Areas* shall be preserved to the maximum feasible extent. Particular emphasis should be placed on preservation of existing agricultural and open space uses.

(a) The conversion of land from existing or planned agricultural, industrial, or commercial use to residential uses within *Compatibility Zones A*, *B1*, *B2*, and *C1* is strongly discouraged.

(b) In *Compatibility Zones C2* and *D*, general plan amendments (as well as other discretionary actions such as rezoning, subdivision approvals, use permits, etc.) that would convert land to residential use or increase the density of residential uses should be subject to careful consideration of overflight impacts.

## 3.2. Criteria for Review of Proposed Land Uses

3.2.1. *Evaluating Compatibility of Proposed Land Uses:* The compatibility of proposed land uses within the *Airport Influence Area* shall be evaluated in accordance with:

(a) The general policies set forth in Sections 3.3 through 3.7 of this Chapter addressing noise, safety, airspace protection, overflight impacts and special circumstances.

(b) The basic compatibility criteria listed in **Table 3A**, *Basic Compatibility Criteria*.

(c) The compatibility zones depicted in **Maps CHO-3A** and **MAD-3A**, *Compatibility Policy Map* and described in **Table 3B**, *Compatibility Zone Delineation.*

(d) The Federal Aviation Regulations Part 77 airspace surfaces depicted in **Exhibit 4E** and **Exhibit 5E**, in Chapters 4 and 5.

3.2.2. *Compatibility Criteria Table:* **Table 3A**, *Basic Compatibility Criteria* lists general land use categories and indicates each use as being either "normally compatible," "conditional," or "incompatible" depending upon the *Compatibility Zone* in which it is located.

(a) These terms are defined to mean the following:

(1) "Normally Compatible" means that normal examples of the use are presumed to comply with the noise, safety, airspace protection, and overflight criteria set forth in this Chapter. Atypical examples of a use may require review to ensure compliance with usage *Intensity*, lot coverage, and height limit criteria.

(2) "Conditional" means that the proposed land use is compatible if the indicated usage *Intensity, Density*, open land, and other listed conditions are met. Complex projects with this determination may require more detailed evaluation using the specific noise, safety, airspace protection, and overflight compatibility policies set forth in Sections 3.3 through 3.6 and criteria for special circumstances outlined in Section 3.7 of this Chapter. For the purposes of these criteria, "avoid" is intended as cautionary guidance, not a prohibition of the use.

(3) "Incompatible" means that the use should not be permitted under any normal circumstances. Limited exceptions are possible for site-specific special circumstances (see Policy 3.7.5).

(b) Land uses not specifically listed in **Table 3A**, *Basic Compatibility Criteria* shall be evaluated using the criteria for similar listed uses.

(c) Multiple land use categories and the compatibility criteria associated with them may apply to a project.

(d) Mixed-use developments shall individually comply with the criteria in **Table 3A**, *Basic Compatibility Criteria*. Mixed-use developments shall be evaluated in accordance with Policies 3.3.4 and 3.4.7.

(e) For details regarding usage *Intensity* and open land criteria indicated in **Table 3A**, *Basic Compatibility Criteria,* see the safety compatibility criteria in Section 3.4.

3.2.3. *Compatibility Policy Map:* The *Compatibility Zones* depicted in **Maps CHO-3A** and **MAD-3A**, *Compatibility Policy Map* takes into account all four compatibility concerns in a composite manner—noise, safety, airspace protection, and overflight.

(a) Chapters 4 and 5 identify the relative contributions of noise, safety, airspace protection, and overflight factors to the delineation of each of the *Compatibility Zones*.

(b) The individual compatibility factors can be used to help assess how heavily each compatibility factor should be weighed when evaluating proposed projects in a particular *Compatibility Zone*. It also can serve to suggest what types of modifications to the project might make the proposal acceptable given the project's degree of sensitivity

to a particular compatibility factor (for example, knowing that a *Noise-Sensitive Land Use* is in a high-noise area may indicate a need for sound attenuation in the structure, whereas a risk-sensitive land use in a high-risk area may need to be altered to reduce the number of people present).

## NOISE COMPATIBILITY POLICIES BACKGROUND INFORMATION

The following Noise Compatibility Policies Background Information has been considered in formulating the noise compatibility criteria in this section, but is provided for informational purposes only and does not itself constitute *ALUCP* policy.

***Policy Objective***

The purpose of noise compatibility policies is to avoid establishment of *Noise-Sensitive Land Uses* in the portions of the airport environs that are exposed to significant levels of aircraft noise.

***Measures of Noise Exposure***

As is standard practice in California, this *ALUCP* uses the *Community Noise Equivalent Level* (*CNEL*) metric as the primary basis for evaluating the degree to which lands around the airport are exposed to airport-related noise. *CNEL* is a cumulative noise metric in that it takes into account not just the loudness of individual noise events, but also the number of events over time. Cumulative exposure to aircraft noise is depicted by a set of contours, each of which represents points having the same *CNEL* value.

The noise contours for Chowchilla Municipal Airport and Madera Municipal Airport are presented in Chapters 4 and 5 and reflect the airport activity levels documented in the respective chapters. The noise contours represent the greatest annualized noise impact, measured in terms of *CNEL*, which is anticipated to be generated by the aircraft operating at the airport over the planning time frame.

***Factors Considered in Setting Noise Compatibility Policies***

Factors considered in setting the policies in this section include the following:

- Established state regulations and guidelines, including noise compatibility recommendations in the *California Airport Land Use Planning Handbook* (2011).
- Ambient noise levels in the community, as well as noise from other transportation noise sources. Ambient noise levels influence the potential intrusiveness of aircraft noise upon a particular land use and vary greatly between rural, suburban, and urban communities.
- The extent to which noise would intrude upon and interrupt the activity associated with a particular use. Susceptibility to speech interference or sleep disturbance as a result of single-event noise levels is a factor in this regard. Noise levels above approximately 65 dBA are sufficient to cause speech interference. Highly *Noise-Sensitive Land Uses* include residences, schools, libraries, and outdoor theaters.
- The extent to which the land use activity itself generates noise.
- The extent of outdoor activity, particularly noise-sensitive activities, associated with a particular land use.
- The extent to which indoor uses associated with a particular land use may be made compatible with application of sound attenuation. (Typical new building construction provides sufficient insulation to attenuate outdoor-to-indoor noise by at least 20 dB.)

## 3.3. Noise Compatibility Policies

3.3.1. *Maximum Acceptable Exterior Noise Exposure:* To minimize *Noise-Sensitive* development in noisy areas around an *Airport*, new land use development shall be restricted in accordance with the following.

(a) The maximum *CNEL* considered normally acceptable for residential uses in the vicinity of the *Airport* is 60 dB. Given that most of the *Airports' environs are* suburban in character, the *CNEL* 60 dB contour is one of the factors considered in establishing the *Compatibility Zone* boundaries and residential *Density* criteria. For the purposes of implementing this policy:

(1) No new dwelling shall be permitted within *Compatibility Zones A and B1*.

(2) Except as allowed by right in accordance with Policy 1.5.4, the maximum allowable residential *Density* within each *Compatibility Zone* shall be as indicated in **Table 3A**, *Basic Compatibility Criteria.*

(3) Within *Compatibility Zones C2* and *D*, the *Density* of new residential development is not limited.

(4) A parcel on which residential uses are permitted by right in accordance with Policy 1.5.4 and by local land use regulations within *Compatibility Zones B1, B2* or *C1* shall locate the dwelling outside of the zones when feasible or locate the dwelling a maximum distance from the extended runway centerline.

(b) New nonresidential development shall be deemed incompatible in locations where the airport-related noise exposure would be highly disruptive to the specific land use.

(1) Highly *Noise-Sensitive Land Uses* are flagged with a symbol (✈) in **Table 3A**, *Basic Compatibility Criteria*.

(2) Caution must be exercised with regard to approval of outdoor uses—the potential for aircraft noise to disrupt the activity shall be taken into account.

(3) Uses that are primarily indoor are acceptable if sound attenuation is provided in accordance with Policy 3.3.2 and as noted in **Table 3A**, *Basic Compatibility Criteria*.

3.3.2. *Maximum Acceptable Interior Noise Levels:* To minimize disruption of indoor activities by aircraft noise, new structures within *Compatibility Zones B1* and *B2* shall incorporate sound attenuation design features sufficient to meet the interior noise level criteria specified by this policy. All future structures outside of these *Compatibility Zones* are presumed to meet the interior noise level requirement with no special added construction techniques.[40]

(a) For the following noise-sensitive land uses, the aircraft-related interior noise level shall be no greater than *CNEL* 45 dB by ensuring a noise level reduction (NLR) of 20 dB in *Compatibility Zones B1* and *B2*.

(1) Any habitable room of single- or multi-family residences (including family day care homes with 14 or fewer children);

(2) Places of worship, meeting halls, theaters, and mortuaries; and

(3) Adult schools, libraries, and museums.

[40] A typical mobile home has an exterior-to-interior noise level reduction (NLR) of at least 15 dB with windows closed. Wood frame buildings constructed to meet current standards for energy efficiency typically have an NLR of at least 20 dB with windows closed.

(b) When structures are part of a proposed *Land Use Action*, evidence that proposed structures will be designed to comply with the criteria in Paragraph (a) of this policy shall be submitted to the involved *Local Agency* as part of the building permit process. The calculations should assume that windows are closed. The *Local Agency* shall be responsible for assuring compliance.

(c) Exceptions to the interior noise level criteria in Paragraphs (a) and (b) of this Policy may be allowed where evidence is provided that the indoor noise generated by the use itself exceeds the listed criteria.

3.3.3. *Noise-Sensitive Land Uses*: Single-event noise levels should be considered when evaluating the compatibility of highly *Noise-Sensitive Land Uses* such as residences, schools, libraries, and outdoor theaters (see Policy 1.1.23). Susceptibility to speech interference and sleep disturbance are among the factors that make certain land uses noise sensitive. The compatibility evaluations in **Table 3A**, *Basic Compatibility Criteria* take into account single-event noise concerns.

(a) The *Local Agency* may require acoustical studies or on-site noise measurements to assist in determining the compatibility of *Land Use Actions* involving *Noise-Sensitive Land Uses*.

(b) Single-event noise levels are especially important in areas that are regularly overflown by aircraft, but that do not produce significant *CNEL* contours (helicopter overflight areas are a particular example). Flight patterns for the *Airport* should be considered in the review process including in locations beyond the mapped noise contours. The flight patterns for the *Airports* are provided in Chapters 4 and 5.

3.3.4. *Noise Criteria for Mixed-Use Development:* The residential and nonresidential components of a mixed-use development shall individually satisfy the noise criteria set forth in Policies 3.3.1, 3.3.2, and 3.3.3 if the development contains *Noise-Sensitive Land Uses*. See Policy 3.4.7 for applicable safety criteria.

## SAFETY COMPATIBILITY POLICIES BACKGROUND INFORMATION

The following Safety Compatibility Policies Background Information has been considered in formulating the safety compatibility criteria in this section, but is provided for informational purposes only and does not itself constitute *ALUC* policy.

***Policy Objective***

The intent of land use safety compatibility policies is to minimize the risks associated with an off-airport aircraft accident or emergency landing. The policies focus on reducing the potential consequences of such events should they occur. Risks both to people and property in the vicinity of an *Airport* and to people on board the aircraft are considered. Land use features that can be the *cause* of an aircraft accident are addressed under Airspace Protection, Section 3.5.

***Measures of Risk Exposure***

This *ALUCP* evaluates the risk that potential aircraft accidents pose to lands and people around the *Airport* in terms of two parameters: where aircraft accidents are most likely to occur near the *Airport*; and the potential consequences if an accident occurs in one of those locations.

- The accident likelihood is measured in terms of the geographic distribution of where accidents have historically occurred around other *Airports* having similar types of activity. Because aircraft accidents are infrequent occurrences, the pattern of accidents at any one *Airport* cannot be used to predict where future accidents are most likely to happen around that *Airport*. Reliance must be placed on data about aircraft accident locations at comparable *Airports* nationally, refined with respect to information about the characteristics of aircraft use at the individual *Airport*.
- The consequences component of the risk considers the number of people in harm's way and their ability to escape harm. For most nonresidential development, potential consequences are measured in terms of the usage *Intensity* —the number of people per acre on the site. Local development standards (e.g., floor area ratios, parking requirements) and building code occupancies can be used to calculate nonresidential usage *Intensities*. For residential development, *Density* —the number of dwelling units per acre—is substituted for *Intensity*. Additional criteria are applicable to specific types of uses.

***Factors Considered in Setting Safety Compatibility Policies***

Factors considered in setting the policies in this section include the following:

- The runway length, approach categories, normal flight patterns, and aircraft fleet mix at the *Airport*. These factors are reflected in the shapes and sizes of the *Compatibility Zones*.
- The locations, delineated with respect to the *Airport* runway, where aircraft accidents typically occur near *Airports* and the relative concentration of accidents within these locations. The most stringent land use controls are applied to the areas with the greatest potential accident exposure. The risk information utilized is the general aviation accident data and analyses contained in the *California Airport Land Use Planning Handbook*. The *Handbook* guidance regarding safety compatibility forms the basis for the safety component of the composite *Compatibility Zones* established for the *Airport* and the maximum usage intensities (people per acre) criteria indicated in Policy 3.4.2 and in **Table 3A**, *Basic Compatibility Criteria*.
- *Handbook* guidance regarding residential densities in rural and suburban areas. Residential *Density* limitations cannot be equated to the usage *Intensity* limitations for nonresidential uses. Consistent with pervasive societal views and as suggested by the *Handbook* guidelines, a greater degree of protection is warranted for residential uses.
- The presence of certain land use characteristics that represent safety concerns regardless of the number of people present; specifically: vulnerable occupants (children, elderly, disabled), hazardous materials, and critical community infrastructure.
- The extent to which development covers the ground and thus limits the options of where an aircraft in distress can attempt an emergency landing.
- The extent to which the occupied parts of a project site are concentrated in a small area. Concentrated high intensities heighten the risk to occupants if an aircraft should strike the location where the development is concentrated. To guard against this risk, limitations on the maximum concentrations of dwellings or people in a small area (i.e., 1.0-acre area) of a large project site are appropriate.

## 3.4. Safety Compatibility Policies

3.4.1. *Residential Development Density Criteria:* Proposed residential development shall be evaluated in accordance with the following criteria:

(a) Residential *Density* shall be measured in terms of dwelling units per acre (du/ac).

(b) The maximum allowable residential *Density* within each *Compatibility Zone* shall be as indicated in **Table 3A**, *Basic Compatibility Criteria.*

(c) All residential uses must comply with both the "sitewide average" and "single-acre" usage *Density* limits indicated for each *Compatibility Zone.*

(1) The "sitewide average" *Density* equals the total number of dwelling units divided by the site size in acres (i.e., the gross acreage of the project site) which may include multiple parcels.

(2) The "single-acre" *Density* equals the number of dwelling units in any single acre.

(d) Within *Compatibility Zones B1*, *B2* or *C1*, dwellings shall be located outside of the zones where feasible or locate the dwelling a maximum distance from the extended runway centerline.

(e) See Policy 3.4.7 with regard to calculating the *Density* of mixed-use development.

(f) *Density* bonuses and other bonuses or allowances that local agencies may provide for affordable housing developed in accordance with the provisions of state and/or local law or regulation shall be included when calculating residential densities. The overall *Density* of a development project, including any bonuses or allowances, must comply with the allowable *Density* criteria of this *ALUCP.*

(g) The *Density* limits shall not prevent construction of a single-family home on a legal lot of record as of the date of adoption of this *ALUCP* provided that the home is not within *Compatibility Zone A* and the use is permitted by local land use regulations (see Policy 1.5.4 in Chapter 2).

(h) Secondary units, as defined by state law and local regulations, shall be excluded from *Density* calculations.

(i) In accordance with state law, a family day care home serving 14 or fewer children may be established in any existing dwelling or in any new dwelling permitted by the policies of this *ALUCP.*

3.4.2. *Nonresidential Development Intensity Criteria:* Nonresidential development shall be evaluated in accordance with the following criteria:

(a) The usage *Intensity* (people per acre) limit indicated in **Table 3A**, *Basic Compatibility Criteria* for each *Compatibility Zone* is the fundamental criterion against which the safety compatibility of most nonresidential land uses shall be measured. Other criteria may be applicable to *Risk-Sensitive Land Uses* (see Policy 3.4.8).

(b) The maximum allowable nonresidential *Intensity* within each *Compatibility Zone* shall be as indicated in **Table 3A**, *Basic Compatibility Criteria.*

(c) All nonresidential uses must comply with both the "sitewide average" and "single-acre" usage *Intensity* limits indicated for each *Compatibility Zone.*

(1) The "sitewide average" *Intensity* equals the total number of people expected to be on the entire site divided by the site size in acres (i.e., the gross acreage of the project site) which may include multiple parcels.

(2) The "single-acre" *Intensity* equals the number of people expected to occupy the most intensively used 1.0-acre area(s) of the site.

(d) Determination of compliance with the sitewide average *Intensity* criteria requires calculating the total occupancy of the site at any given time under normal busy use (see Policy 3.4.2(e)), then dividing by the total (gross) acreage of the project site.

(e) Usage *Intensity* calculations shall include all people (e.g., employees, customers/visitors) who may be on the property at any single point in time, whether indoors or outdoors. For the purposes of these calculations, the total number of occupants during normal busiest periods shall be used. The usage intensity criteria of this *ALUCP* are based upon a normal busy-period occupancy (or "peak" usage), not on the highest attainable occupancy.[41]

(f) Each component use within a nonresidential development that has multiple types of uses shall comply with the usage *Intensity* criteria in **Table 3A**, *Basic Compatibility Criteria*.

(g) For *Intensity* criteria pertaining to mixed-use projects having both residential and nonresidential components, see Policy 3.4.7.

(h) No new structures intended to be regularly occupied are allowed in *Compatibility Zone* A.

(i) The need to calculate the usage *Intensity* of a particular project proposal for compliance with the *Intensity* criteria is to be governed by the following:

(1) Land use categories indicated as "Normally Compatible" for a particular *Compatibility Zone* are presumed to meet the *Intensity* criteria indicated for the *Compatibility Zone*. Calculation of the usage *Intensity* is not required unless the particular project proposal represents an atypical example of the usage type.

(2) Calculation of the usage *Intensity* must be done for all proposed projects where the land use category for the particular *Compatibility Zone* is indicated as "Conditional" and the additional criteria column says "Ensure *Intensity* criteria met."

(3) Land use categories indicated as "Conditional" for the particular *Compatibility Zone*, but the criteria are other than "Ensure *Intensity* criteria met," calculation of the usage *Intensity* is not necessary for typical examples of the use. However, the project proposal must comply with the other criteria listed for the applicable land use category.

3.4.3. *Methodology for Calculation of Sitewide Average Intensity:* Various methods are available by which usage intensities may be calculated (additional guidance is found in Appendix B).

(a) Calculation Using Floor Area Ratio.[42] The floor area ratio methodology is intended as an aid in calculating the usage intensity of nonresidential uses. The indicated floor area ratios do not take precedence over the requirement for all projects to comply with the intensity limit stated for the respective *Compatibility Zones*.

(1) Basis of floor area ratio criteria.

[41] This number will typically be lower than the absolute maximum number of occupants the facility can accommodate (such as would be used in determining compliance with building and fire codes).

[42] Floor Area Ratio equals the total floor area of a project in square feet divided by the square footage of the site. For multi-floor buildings the square footage of each floor is counted.

- The maximum acceptable floor area ratio for most nonresidential land use categories is listed for *Compatibility Zones* where the acceptability of the use is "Conditional."
- The floor area ratio limit listed for each use category directly corresponds with the maximum acceptable usage *Intensity* for the zone and the indicated typical Occupancy Load Factor (floor area square footage per person) for the use during a typical busy period (see **Exhibit 1** for example). The allowable floor area ratio in a particular *Compatibility Zone* thus varies from one land use category to another.
- If a higher or lower Occupancy Load Factor can be documented for a particular project, then the allowable floor area ratio would be correspondingly lower or higher (see **Exhibit 1** for example).

## Exhibit 1: Floor Area Ratio (FAR) Calculation

In this example, the typical Occupancy Load Factor for a Local Retail use and the maximum average intensity limit for Zone B2 provided in **Table 3A**, *Basic Compatibility Criteria* are used to calculate the allowable FAR for a "typical" local retail use. For atypical examples of a use, a project-specific Occupancy Load Factor may be used to calculate the allowable FAR for a particular project using the same mathematical equation provided below.

**Mathematical Formula:**

(Occupancy Load Factor x Average Intensity Criterion) ÷ 43,560 square feet per acre = **FAR**

**Mathematical Example:**

(**170** square feet per person x **100** people per acre) ÷ **43,560** square feet per acre = **FAR 0.39**

| Intensity Criteria [1] | Compatibility Zones | | | | | | Intensity Criteria Interpretation |
|---|---|---|---|---|---|---|---|
| | A | B1 | B2 | C1 | C2 | D | |
| Max. Sitewide Average Intensity (people/acre) | 0 | 60 | 100 | 100 | 300 | no limit | › All nonresidential development shall satisfy both sitewide and single-acre intensity limits |
| Max. Single-Acre Intensity (people/acre) | 0 | 120 | 300 | 300 | 1200 | | |
| Open Land Requirement [2] | all remain'g | 30% | 25% | 20% | 15% | no req. | › See *Policy 3.4.10* for application |
| **Land Use Category** | **Legend** (see last page of table for interpretation) | | | | | | **Additional Criteria** |
| › Multiple land use categories may apply to a project<br>› Land uses not specifically listed shall be evaluated using the criteria for similar uses<br>› Typical occupancy Load Factor [approx. # s.f./person] indicated for certain uses[3] | Normally Compatible | | Conditional | | Incompatible | | › Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone<br>› Numbers in yellow cells are Floor Area Ratios (FARs) based on typical occupancy load factor indicated for that use and average intensity limit indicated for zone |
| Local Retail (≤300 people per building): community/neighborhood shopping centers, grocery stores [approx. 170 s.f./person] | | | 0.39 | 0.39 | | | B2, C1: Ensure intensity criteria met |

(2) Application of Floor Area Ratio criteria:

- For single-use projects (e.g., industrial facility), a project may be tested for compliance by directly comparing the proposed floor area ratio of the project with the maximum floor area ratio limit indicated for the land use category and *Compatibility Zone*. If the proposed floor area ratio exceeds the floor area ratio limit, the project shall be deemed incompatible unless modified to ensure compliance with the *Intensity* criteria.
- For projects involving multiple nonresidential land use categories (e.g., office and retail), each component use must be assigned a share of the overall project site. Typically, this share shall be assumed to be the same as the component

use's share of the total project floor area. Then, each component floor area ratio is compared with the maximum floor area ratio limit indicated for the land use category and *Compatibility Zone*.

(3) Calculation Where Floor Area Ratio is Not Indicated. Where occupancy load factors are not indicated or if the indicated Occupancy Load Factor is not applicable to a particular proposal or component thereof, then the number of occupants must be estimated in another manner (see Paragraphs (b) through (e)).

- Floor area ratios are not listed for uses that are "Incompatible" within a specific zone because these uses either are either typically incapable of meeting the usage *Intensity* limits or are incompatible for other reasons.
- Floor area ratios are not shown for uses that are "Normally Compatible" within a particular zone as these uses are presumed to be capable of meeting the usage *Intensity* limits.

(b) Calculation Using Fixed Seating: For uses having fixed seating for customers (for example, restaurants and theaters), occupancy shall equal the total number of seats plus the number of employees on site.

(c) Calculation Using Vehicle Parking Requirements: For many commercial and industrial uses, the occupancy can be estimated by considering the number of parking spaces required by the *Local Agency* and multiplying by the average occupancy per vehicle. This method is not suitable for land uses where many users arrive on foot, or by bicycle, transit, or other means of transportation (see Appendix B.)

(d) Calculation Using Occupancy Load Factors: For most other uses, the typical Occupancy Load Factor indicated for the use shall be applied.[43] The Occupancy Load Factor is the assumed approximate number of square feet occupied by each person in that use. Dividing the square footage of the building or component use by the Occupancy Load Factor for that use yields the number of occupants. See **Exhibit 2** for an example.

(1) For projects involving a mixture of uses in a building, the Occupancy Load Factor for each component use shall be applied to give the occupancy for that use, then the component occupancies are added to determine total occupancy.

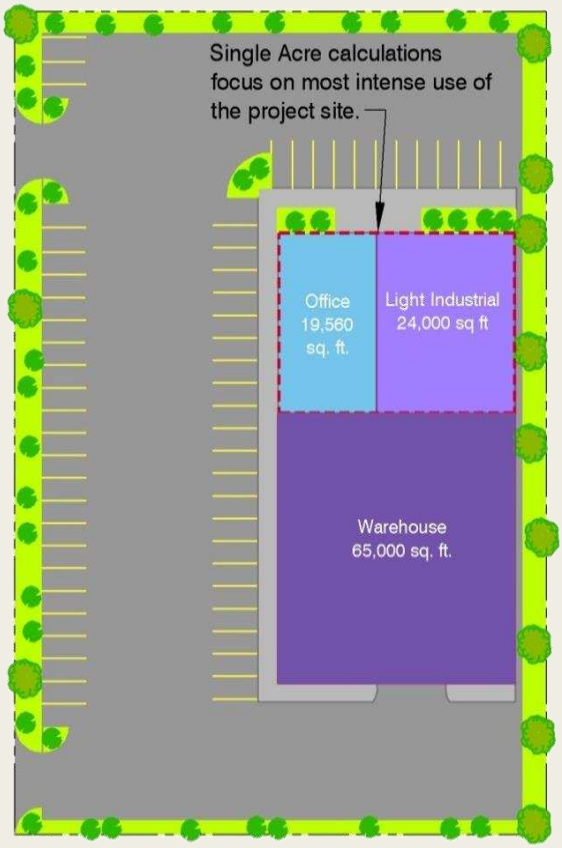
(2) If the project applicant can document a higher or lower Occupancy Load Factor for a particular use, then the *ALUC* or *Local Agency* may use that number in lieu of the number in **Table 3A**, *Basic Compatibility Criteria* table. In considering any such exceptions, the *ALUC* or *Local Agency* shall also take into account the potential for the use of a building to change over time (see Policy 3.4.5).

(e) Calculation Using Building and Fire Codes: This method is essentially the same as the Occupancy Load Factor method in that the codes provide a square footage per person for various types of building uses. Building and Fire Codes, though, are based on a maximum, never to be exceeded, number of occupants rather than the average busy period that is the basis for airport land use compatibility planning (see Appendix B). As such, the total occupancy calculated using these codes must be reduced by a set factor—50 percent for most uses—to provide a number consistent with the indicated *Intensity* limit for each *Compatibility Zone*.

[43] Occupancy Load Factors are based on information from various sources and are intended to represent busy-period usage for typical examples of the land use category. They can be used as a factor in determining the appropriate land use category for unlisted uses or atypical examples of a use.

## Exhibit 2: Occupancy Load Calculation Example

In this example, both the sitewide and single-acre *Intensity* of a proposed warehouse facility is calculated using the common Occupancy Load Factors (number of square feet per person) information in **Table 3A**, *Basic Compatibility Criteria* together with project specifications. The results are then compared with the maximum sitewide and single-acre *Intensity* limits in **Table 3A** to determine consistency of the project with the safety criteria.




**Compatibility Zone B2 Intensity Limits**

Max. Sitewide Average: 100 people per acre
Max. Single-Acre: 300 people per acre

**Common Occupancy Load Factors**

Office: approx. 215 s.f. per person
Light Industrial, Low Intensity: approx. 350 s.f. per person
Warehouse: approx. 1,000 s.f. per person

### Project Specific Data

Site Acreage: 3 acres
Office: 19,560 s.f.
Light Industrial: 24,000 s.f.
Warehouse: 65,000 s.f.

### Occupancy Load Calculation

Office: $\frac{19{,}560 \text{ s.f.}}{215 \text{ s.f. per person}} = 91$ people

L-industrial: $\frac{24{,}000 \text{ s.f.}}{350 \text{ s.f. per person}} = 69$ people

Warehouse: $\frac{65{,}000 \text{ s.f.}}{1{,}000 \text{ s.f. per person}} = 65$ people

Total: = 225 people

### Intensity Results

The results of the *Intensity* calculations indicate that the proposed development satisfies the sitewide and single-acre *Intensity* criteria.

**Project Sitewide Average Intensity** (number of people per acre average for the site)

$\frac{\text{Total people}}{\text{Site Acreage}} = \frac{225 \text{ people}}{3 \text{ acres}} = 75$ people per acre

**Project Single-Acre Intensity** (the highest concentration of people anticipated to be in an area approx. 1.0 acre in size)

$\frac{\text{Total people}}{\text{Single-Acre}} = \frac{91 + 69 \text{ people}}{1 \text{ acre}} = 160$ people per acre

3.4.4. *Methodology for Calculation of Single-Acre Intensity:* The single-acre *Intensity* of a proposed development shall be calculated by determining the total number of people expected to be within any 1.0-acre portion of the site, typically the most intensively used building or part of a building. Calculation of the single-acre *Intensity* depends upon the building footprint and site sizes and the distribution of activities on the site.

(a) For sites less than 1.0 acre, the single-acre *Intensity* equals the total number of people on the site divided by the site size in acres.

(b) For sites more than 1.0 acre and a building footprint less than 1.0 acre, the single-acre *Intensity* equals the total number of building occupants unless the project includes substantial outdoor occupancy in which case such usage should be taken into account.

(c) For sites having both site size and building footprint of more than 1.0 acre, the single-acre *Intensity* shall normally be calculated as the total number of building occupants divided by the building footprint in acres. This calculation assumes that the occupancy of the building is evenly distributed. However, if the occupancy of the building is concentrated in one area—the office area of a large warehouse, for example—then all occupants of that area shall be included in the single-acre calculation. See **Exhibit 2** for example.

(d) The 1.0-acre areas to be evaluated shall normally match the building footprints provided that the buildings are generally rectangular (reasonably close to square) and not elongated in shape and, for buildings larger than 1.0 acre, may represent a portion of the building.

(e) If a building has multiple floors, then the total number of occupants on all floors falling within the 1.0-acre footprint shall be counted.

3.4.5. *Long-Term Changes in Occupancy:* In evaluating compliance of a proposed nonresidential development with the usage *Intensity* criteria in Policy 3.4.2(b), the *ALUC* shall take into account the potential for the use of a building to change over time. A building could have planned low-intensity use initially, but later be converted to a higher-intensity use. *Local Agencies* must provide permit language or other mechanisms to ensure continued compliance with the usage *Intensity* criteria. (Note that this provision applies only to new development and *Redevelopment*—projects for which discretionary *Local Agency* action is required—not to tenant improvements or other changes to existing buildings for which local approval is ministerial.)

3.4.6. *Sites Split by Two or More Compatibility Zones:* For the purposes of evaluating consistency with the compatibility criteria in **Table 3A**, *Basic Compatibility Criteria*, a project shall be evaluated as follows:

(a) Any parcel that is split by *Compatibility Zone* boundaries shall be considered as if it were multiple parcels divided at the *Compatibility Zone* boundary line. See **Exhibit 3** for example.

(b) The criteria for the *Compatibility Zone* where the proposed building(s) or areas of outdoor congregation of people are located shall apply.

## Exhibit 3: Split by Compatibility Zones

In this example, the restaurant and office uses are split between Compatibility Zones B2 and C1. When determining compliance with the Zone B2 *Intensity* limits, only the portions of the uses in Zone B2, together with the retail use that is fully in Zone B2 are considered and the site size is the 3.5 acres in Zone B2.

**Compatibility Zone B2**

**Retail:** 50,000 s.f. / 170 s.f. per person = 294 people

**Restaurant:** 50% of 18,000 s.f. / 60 s.f. per person = 150 people

**Office:** 50% of 24,000 s.f. / 215 s.f. per person = 56 people

**Total Occupancy** = 500 people

**Intensity:** 500 people / 3.5 acres = 143 people/acre*

* Would *exceed* Zone B2 sitewide average limit of 75 people/acre

**Compatibility Zone C1**

A similar analysis is required for the uses in Zone C1.

3.4.7. *Safety Criteria for Mixed-Use Development:* Projects involving a mixture of residential and nonresidential uses shall be evaluated as follows:

(a) Where the residential and nonresidential uses are proposed to be situated on separate parts of the project site, the project shall be evaluated as separate developments. Each component of the project must meet the criteria for the respective land use category in **Table 3A**, *Basic Compatibility Criteria*. Specifically, the residential *Density* shall be calculated with respect to the area(s) to be devoted to residential development and the nonresidential *Intensity* calculated with respect to the area(s) proposed for nonresidential uses. This provision means that the residential *Density* cannot be averaged over the entire project site when nonresidential uses will occupy some of the area. The same limitation applies in reverse— that is, the nonresidential *Intensity* cannot be averaged over an area that includes residential uses.

(b) Development in which residential uses are proposed to be located in conjunction with nonresidential uses in the same or nearby buildings on the same site must meet both residential *Density* and nonresidential *Intensity* criteria. The number of dwelling units shall not exceed the *Density* limits indicated in **Table 3A**, *Basic Compatibility Criteria*. Additionally, the normal occupancy of the residential component shall be added to that of the nonresidential portion and the total occupancy shall be evaluated with respect to

the nonresidential usage *Intensity* criteria**.** The *ALUC* may make exceptions to this provision if the residential and nonresidential components of the development would clearly not be simultaneously occupied to their maximum intensities.

3.4.8. *Risk-Sensitive Land Uses:* Certain types of land uses represent special safety concerns irrespective of the number of people associated with those uses. Land uses of particular concern and the nature of the concern are listed below along with the criteria applicable to these uses. In some cases, these uses are not allowed in portions of the airport environs regardless of the number of occupants associated with the use. In other instances, these uses should be avoided—that is, allowed only if an alternative site outside the zone would not serve the intended function. When the use is allowed, special measures should be taken to minimize hazards to the facility and occupants if the facility were to be struck by an aircraft. See Policy 3.7.5(b) for a list of building design features that can be used to enhance the safety of occupants of a building.

(a) Uses Having Vulnerable Occupants: These uses are ones in which the majority of occupants are children, elderly, and/or disabled—people who have reduced effective mobility or may be unable to respond to emergency situations.

(1) The primary uses in this category include, but are not limited to the following:
- Children's schools (grades K–12).
- Day care centers (facilities with more than 14 children, as defined in the California Health and Safety Code).
- In-patient hospitals, mental hospitals, nursing homes, and similar medical facilities where patients remain overnight.
- Congregate care facilities including retirement homes, assisted living, and intermediate care facilities.
- Penal institutions.

(2) Criteria for new or expanded facilities of these types are as follows:
- Uses having vulnerable occupants are incompatible within *Compatibility Zones A, B1, B2* and *C1*. New sites or facilities or expansion of existing sites or facilities shall be prohibited.
- All of the above uses described in Paragraph (1) shall be allowed within *Compatibility Zones C2* and *D*.

(b) Hazardous Materials Storage: Materials that are flammable, explosive, corrosive, or toxic constitute special safety compatibility concerns to the extent that an aircraft accident could cause release of the materials and thereby pose dangers to people and property in the vicinity.

(1) Facilities in this category include, but are not limited to the following:
- First Group Facilities: Facilities such as oil refineries and chemical plants that manufacture, process, and/or store bulk quantities of hazardous materials generally for shipment and use elsewhere.
- Second Group Facilities: Facilities associated with otherwise compatible land uses where hazardous materials are stored in smaller quantities primarily for on-site use.

(2) Criteria for new facilities in the first group are as follows:
- Facilities in the first group are incompatible in *Compatibility Zones A*, *B1*, *B2*, *C1*, and *C2*. New sites, new facilities, or expansion of existing sites or facilities shall be prohibited.

- In *Compatibility Zone D*, facilities are allowed only if alternative sites outside *Zone D* would not serve the intended function.

(3) Criteria for new facilities in the second group are as follows:

- In *Compatibility Zones B1* and *B2*, only the following is allowed: 1) On-*Airport* storage of aviation fuel and other aviation-related hazardous materials; 2) storage of nonaviation fuel or other hazardous materials in underground tanks (e.g., gas stations); and 3) storage of up to 6,000 gallons of nonaviation hazardous materials in aboveground tanks.
- In *Compatibility Zones C1* and *C2*, above-ground storage of smaller amounts of hazardous materials for near-term on-site use is acceptable. Permitting agencies should evaluate the need for special measures to minimize hazards if the facility should be struck by an aircraft.
- All of the above uses described in Paragraph (1) shall be allowed within *Compatibility Zone D*.
- All facilities must comply with the *Intensity* limits set forth in Policy 3.4.2(b) and other criteria noted in **Table 3A**, *Basic Compatibility Criteria*.

(c) Critical Community Infrastructure: This category pertains to facilities the damage or destruction of which would cause significant adverse effects to public health and welfare well beyond the immediate vicinity of the facility.

(1) These facilities include, but are not limited to the following:

- Public safety facilities such as police and fire stations.
- Communications facilities including emergency communications, broadcast, and cell phone towers.
- Primary, peaker, and renewable energy power plants, electrical substations, and other utilities.

(2) Criteria for new or expanded facilities of these types are as follows:

- Public safety facilities are incompatible in *Compatibility Zones A* and *B1*. In *Compatibility Zone B2*, public safety facilities shall be allowed only if the facility serves or has an airport-related function. In *Compatibility Zone C1*, creation or expansion of these types of facilities shall be allowed only if an alternative site outside of these zones would not serve the intended function of the facility. Public safety facilities shall be allowed within *Compatibility Zones C2* and *D*.
- Communications facilities are incompatible in *Compatibility Zones A*, *B1*, and *B2*. In *Compatibility Zone C1*, creation or expansion of these types of facilities shall be allowed only if an alternative site outside of these zones would not serve the intended function of the facility. Structures shall be located a maximum distance from the extended runway centerline and comply with airspace protection criteria (e.g., height) set forth in Section 3.5 of this *ALUCP*. Communication facilities shall be allowed within *Compatibility Zones C2* and *D*.
- Primary power plants are incompatible in the entire *Airport Influence Area* except that they may be conditionally allowed in *Compatibility Zone D* if an alternative site outside of the zone would not serve the intended function of the facility.
- Non-primary peaker plants, renewable energy power plants, electrical substations and other utilities are incompatible in *Compatibility Zone A*. All of the non-primary uses described above shall be allowed within *Compatibility Zones B1, B2, C1* and *D*.

3.4.9. *Open Land:* In the event that a light aircraft is forced to land away from the *Airport*, the risks to the people on board can best be minimized by providing as much open land area as possible within the airport vicinity. This concept is based upon the fact that the majority of light aircraft accidents and incidents occurring away from an airport runway are controlled emergency landings in which the pilot has reasonable opportunity to select the landing site.

(a) To qualify as open land, an area should be:

(1) Free of most structures and other major obstacles such as walls, large trees or poles (greater than 4 inches in diameter, measured 4 feet above the ground), and overhead wires.

(2) Have minimum dimensions of approximately 75 feet by 300 feet.

(b) Roads and automobile parking lots are acceptable as open land areas if they meet the above criteria.

(c) Open land requirements for each *Compatibility Zone* are to be applied with respect to the entire zone. Individual parcels may be too small to accommodate the minimum-size open area requirement. Consequently, the identification of open land areas must initially be accomplished at the general plan or specific plan level or as part of large (10 acres or more) development projects.

(d) Clustering of development and providing contiguous landscaped and parking areas is encouraged as a means of increasing the size of open land areas. Designated open land areas must remain in perpetuity by way of an open space easement, deed restriction, or conditional use permit. Clustering of development should be located a maximum distance from the extended runway centerline. See **Table 3A**, *Basic Compatibility Criteria* for limitations on clustering development on any single acre.

(e) Building envelopes and the airport *Compatibility Zones* should be indicated on all development plans and tentative maps for projects located within an *Airport Influence Area*. Portraying this information is intended to assure that individual development projects provide the open land areas identified in the applicable general plan, specific plan, or other large-scale plan.

**AIRSPACE PROTECTION COMPATIBILITY POLICIES BACKGROUND INFORMATION**

The following Airspace Protection Compatibility Policies Background Information has been considered in formulating the Airspace Protection Compatibility policies in this section, but is provided for informational purposes only and does not itself constitute *ALUCP* policy.

***Policy Objective***

Airspace protection compatibility policies seek to prevent creation of land use features that can pose hazards to the airspace required by aircraft in flight and have the potential for causing an aircraft accident.

***Measures of Hazards to Airspace***

Three categories of hazards to airspace are a concern: physical, visual, and electronic.

- *Physical* hazards include tall structures that have the potential to intrude upon protected airspace as well as land use features that have the potential to attract birds or other potentially hazardous wildlife to the airport area.
- *Visual hazards* include certain types of lights, sources of glare, and sources of dust, steam, or smoke.
- *Electronic hazards* are ones that may cause interference with aircraft communications or navigation.

***Factors Considered in Setting Airspace Protection / Object Height Compatibility Policies***

The *ALUCP* airspace protection policies rely upon the regulations and standards enacted by the Federal Aviation Administration (FAA) and the State of California. The FAA has well defined standards by which potential hazards to flight, especially airspace obstructions, can be assessed. The following FAA regulations and documents, and any later versions of these documents, are specifically relevant.

- Federal Aviation Regulations Part 77, *Safe, Efficient Use and Preservation of the Navigable Airspace* (provides standards regarding FAA notification of proposed objects and height limits of objects near airports).
- FAA Advisory Circular 150/5300-13, *Airport Design* (provides standards regarding safety-related areas in the immediate vicinity of runways).
- Advisory Circular 70/7460-1K, *Obstruction Marking and Lighting* (sets standards for how essential marking and lighting should be designed).

These regulations and standards do not give the FAA authority to prevent the creation of hazards to flight. That authority rests with state and *Local Agency*. The State of California has enacted regulations enabling state and *Local Agencies* to enforce the FAA standards. The *ALUCP* policies are intended to help implement the federal and state regulations.

***Factors Considered in Setting Airspace Protection / Wildlife Hazard Compatibility Policies***

Natural features and agricultural practices may include open water and food sources that are attractive to wildlife, especially waterfowl and other bird species. The *ALUCP* relies upon the wildlife hazard guidelines established by the FAA in the following Advisory Circulars:

- FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or near Airports* (provides guidance on types of attractants to be avoided).
- FAA Advisory Circular 150/5200-34A, *Construction or Establishment of Landfills near Public Airports* (sets guidelines on proximity of these facilities to airports).

## 3.5. Airspace Protection Compatibility Policies

3.5.1. *Evaluating Airspace Protection / Object Height Compatibility for New Development:* The object height compatibility of proposed land uses within the *Airport Influence Area* shall be evaluated in accordance with the policies in this section, including **Exhibits 4E** and **5E**, in Chapters 4 and 5.

(a) The airspace protection / height limit surfaces depicted in **Exhibits 4E** and **5E**, in Chapters 4 and 5, are drawn in accordance with Federal Aviation Regulations Part 77, Subpart C, and reflect the runway length, runway end locations, and approach type for each end of the runway.

(b) The *Critical Airspace Protection Zone* consists of the Federal Aviation Regulations Part 77 primary surface and the area beneath portions of the approach and transitional surfaces to where these surfaces intersect with the horizontal surface.

3.5.2. *Object Height Criteria:* The criteria for determining the acceptability of a project with respect to height shall be based upon the standards set forth in Federal Aviation Regulations Part 77, Subpart C, *Safe, Efficient Use and Preservation of the Navigable Airspace*, and applicable airport design standards published by the FAA. Additionally, where an FAA aeronautical study of a proposed object has been required as described in Policy 3.5.4, the results of that study shall be taken into account by the *ALUC* or *Local Agency*.

(a) Except as provided in Paragraphs (b) and (c) of this policy, no object, including a mobile object such as a vehicle or temporary object such as a construction crane, shall have a height that would result in penetration of an *Airspace Protection Surface*. Any object that penetrates one of these surfaces is, by FAA definition, deemed an obstruction.[44]

(b) Objects not situated within a *Critical Airspace Protection Zone* (see Policy 3.5.1(b)) may be allowed to have heights that penetrate the *Airspace Protection Surfaces* defined by Federal Aviation Regulations Part 77 criteria under the following conditions:

(1) The maximum allowable height for these objects is 35 feet above ground level.[45]

(2) The height of all objects is subject to *Local Agency* zoning limits.

(c) Unless exempted under Paragraph (b) of this policy, a proposed object having a height that exceeds any of the airport's *Airspace Protection Surfaces* shall be allowed only if *all* of the following apply:

(1) As the result of an aeronautical study, the FAA determines that the object would not be a hazard to air navigation.

(2) FAA or other expert analysis conducted under the auspices of the *ALUC* or the airport operator concludes that, despite being an airspace obstruction (not necessarily a hazard), the object would not cause any of the following:

- An increase in the ceiling or visibility minimums of the *Airport* for an existing or planned instrument procedure (a planned procedure is one that is formally on file with the FAA);
- A reduction of the established operational efficiency and capacity of the *Airport*, such as by causing the usable length of the runway to be reduced; or
- Conflict with the visual flight rules (VFR), airspace used for the airport traffic pattern or en route navigation to and from the *Airport*.

[44] An obstruction may or may not be a hazard. The purpose of FAA aeronautical studies is to determine whether an obstruction is a hazard and, if so, what remedy is recommended. The FAA's remedies are limited to making changes to the airspace and an airport's approach procedures, but it also can indicate an objection to proposed structures that it deems to be a hazard.

[45] The ALUC assumes that future objects having heights of 35 feet or less will be shielded by other existing structures or vegetation of equal or greater height.

(3) Marking and lighting of the object will be installed as directed by the FAA aeronautical study or the California Division of Aeronautics and in a manner consistent with FAA standards in effect at the time the construction is proposed.[46]

(4) An *Avigation Easement* is dedicated to the *Local Agency* owning the *Airport* in accordance with Policy 3.7.1.

(5) The proposed project/plan complies with all other policies of this *ALUCP*.

3.5.3. *Criteria Addressing Other Flight Hazards:* Land uses that may cause visual, electronic, or wildlife hazards, particularly bird strike hazards, to aircraft in flight or taking off or landing at the airport shall not be allowed within the *Airport Influence Area* unless the uses are consistent with FAA rules and regulations.

(a) Specific characteristics to be avoided include:

(1) Sources of glare (such as from mirrored or other highly reflective structures or building features) or bright lights (including search lights and laser light displays);

(2) Distracting lights that could be mistaken for airport lights;

(3) Sources of dust, steam, or smoke that may impair pilots' vision;

(4) Sources of steam or other emissions that cause thermal plumes or other forms of unstable air;

(5) Sources of electrical interference with aircraft communications or navigation; and

(6) Any proposed use that creates an increased attraction for wildlife and that is inconsistent with FAA rules and regulations.[47] Of particular concern are landfills and certain recreational or agricultural uses that attract large flocks of birds, which pose bird strike hazards to aircraft in flight.

(b) To resolve any uncertainties with regard to the significance of the above types of flight hazards, *Local Agencies* should consult with FAA officials, the California Division of Aeronautics, and Airport management.

3.5.4. *Requirements for FAA Notification of Proposed Construction:* Project proponents are responsible for notifying the FAA about proposed construction that may affect navigable airspace.[48] The following is *ALUCP* policy on this topic.

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[46] Advisory Circular 70/7460-1J, *Obstruction Marking and Lighting*, or any later FAA guidance.

[47] The FAA rules and regulations include, but are not limited to: Public Law 106-181 (Wendell H. Ford Aviation Investment and Reform Act for the 21st Century, known as AIR 21), Section 503; 40 CFR 258, *Criteria for Municipal Solid Waste Landfills*, Section 258.10, Airport Safety; Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*; Advisory Circular 150/5200-34A, *Construction or Establishment of Landfills near Public Airports*; and any subsequent applicable FAA guidance.

[48] Federal Aviation Regulations Part 77 requires that a project proponent submit notification of a proposal to the FAA where required by the provisions of Federal Aviation Regulations Part 77, Subpart B. *Public Utilities Code Sections 21658 and 21659* likewise include this requirement. FAA notification requirements apply to all objects including structures, antennas, trees, mobile objects, and temporary objects such as construction cranes. The FAA will conduct an "aeronautical study" of the object(s) and determine whether the object(s) would be of a height that would constitute a hazard to air navigation. FAA notification is required under the following circumstances:

(a) The project contains proposed structures or other objects that exceed the height standards defined in Federal Aviation Regulations Part 77, Subpart B. Objects shielded by nearby taller objects are exempted in accordance with Federal Aviation Regulations Part 77, Paragraph 77.15. Note that notification to the FAA under Federal Aviation Regulations Part 77, Subpart B, is required even for certain proposed construction that does not exceed the height limits allowed by Subpart C of the regulations. As presented in Chapters 4 and 5, the FAA notification area extends beyond the *Airport Influence Area*. The Subpart B notification airspace surface extends outward and upward at a slope of 50 to 1 for a horizontal distance of 10,000 or 100 to 1 for a horizontal distance of 20,000 feet from the nearest point on any runway.

(b) Any proposal for construction or alteration of a structure, including antennas, taller than 200 feet above the ground level at the site regardless of proximity to any airport.

(a) Reference to FAA notification requirements is included here for informational purposes only, not as an *ALUCP* policy.

(b) The *Local Agency* having jurisdiction over the project site should inform the project proponent of the requirements for notification to the FAA and require a copy of the completed Federal Aviation Regulations Part 77 notification form (Form 7460-1) submitted to the FAA, if applicable, and of the resulting FAA findings from its aeronautical study (i.e., notice of determination letter)..

3.5.5. *ALUC Airspace Review:* The requirement for notification to the FAA shall not by itself trigger an airport compatibility review of an individual *Project* by the *ALUC*.

## OVERFLIGHT COMPATIBILITY POLICIES BACKGROUND INFORMATION

The following Overflight Compatibility Policies Background Information has been considered in formulating the Overflight Compatibility policies in this section, but is provided for informational purposes only and does not itself constitute *ALUCP* policy.

***Policy Objective***

Noise from individual aircraft operations, especially by comparatively loud aircraft, can be intrusive and annoying in locations beyond the limits of the noise exposure areas addressed by the policies in Section 3.3. Sensitivity to aircraft overflight varies from one person to another.

The policies in this section serve primarily to establish the form and requirements for notification about airport proximity and aircraft overflight to be given in conjunction with *Local Agency* approval of new *Residential Development* and with certain real estate transactions involving existing *Residential Development*. Overflight policies do not apply to *Nonresidential Development*.

***Measures of Overflight Exposure***

The loudness and frequency of occurrence of individual aircraft noise events are key determinants of where airport proximity and aircraft overflight notification is warranted. Single-event noise levels are especially important in areas that are overflown regularly by aircraft, but that do not produce significant *CNEL* contours.

Locations where aircraft regularly fly at approximately the traffic pattern altitude—1,000 feet above ground level—or lower are considered to be within the *Airports* overflight impact area. Note that the flight altitude above ground level will be more or less than this amount depending upon the terrain below. Areas of high terrain beneath the traffic patterns are exposed to comparatively greater noise levels, a factor that is considered in the overflight policies.

***Factors Considered in Setting Overflight Compatibility Policies***

Factors considered in establishing overflight compatibility policies include the following:

- Unlike the function of the noise, safety, and airspace protection compatibility policies in this *ALUCP*, overflight compatibility policies do not restrict the manner in which land can be developed or used. The policies serve only to establish the form and requirements for notification about airport proximity and aircraft overflights to be given in conjunction with *Local Agency* approval of new development and with certain real estate transactions involving existing development.
- To be most effective, overflight policies should establish notification requirements for transactions involving existing residential land uses, not just future residential development. However, the only function of the *ALUCP* with regard to *Existing Land Uses* is to define the boundaries within which *Airport Proximity Disclosure* in conjunction with real estate transactions should be provided as specified under state law. Other than setting the disclosure boundary, the policies in this section apply only to new residential development.
- State *Airport Proximity Disclosure* law applies to existing development, but not to all transactions. [California state statutes (*Business and Professional Code Section 11010* and *Civil Code Sections 1102.6*, *1103.4*, and *1353*) require that, as part of many residential real estate transactions, information be disclosed regarding whether the property is situated within an *Airport Influence Area*. These state requirements apply to the sale or lease of newly subdivided lands and condominium conversions and to the sale of certain existing residential property. In general, *Airport Proximity Disclosure* is required with existing residential property transfer only when certain natural conditions (earthquake, fire, or flood hazards) warrant disclosure.]
- Need for continuity of notification to future property owners and tenants. To the extent that this *ALUCP* sets notification requirements for new development, notifications should be in a form that runs with the land and is provided to prospective future owners and tenants.
- To avoid inappropriateness of *Avigation Easement* dedication solely for buyer awareness purposes. *Avigation Easements* involve conveyance of property rights from the property owner to the party owning the easement and are thus best suited to locations where land use restrictions for noise, safety, or airspace protection purposes are necessary. Property rights conveyance is not needed for buyer awareness purposes.

## 3.6. Overflight Compatibility Policies

3.6.1. *Recorded Overflight Notification:* As a condition for *ALUC* or *Local Agency* approval of residential land use development within *Compatibility Zone C2*, an overflight notification shall be recorded in the chain of title of the property.

(a) The notification shall be of a format similar to that indicated in Appendix D and shall contain the following language dictated by state law with regard to *Airport Proximity Disclosure* in conjunction with real estate transfer:

> NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as an *Airport Influence Area*. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

(b) The notification shall be evident to prospective purchasers of the property and shall appear on the property deed.

(c) A *Recorded Overflight Notification* is not required where an *Avigation Easement* dedication is required as the *Avigation Easement* accomplishes the notification function (see Policy 3.7.1).

(d) Recording of an overflight notification is not required for nonresidential development.

3.6.2. *Airport Proximity Disclosure:* State law requires that notice disclosing information about the presence of a nearby airport be given to prospective buyers of certain residential real estate within an *Airport Influence Area*. The statutes define an *Airport Influence Area* as "the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission."[49] *ALUCP* criteria with regard to *Airport Proximity Disclosure* is as follows:

(a) For existing residences and nonresidential uses:

(1) *Airport Proximity Disclosure* as part of real estate transactions involving existing residences or nonresidential uses (e.g., businesses) is a matter between private parties. Neither the *ALUC* nor *Local Agencies* have authority to mandate that *Airport Proximity Disclosure* be provided and neither the *ALUC* nor *Local Agencies* have enforcement responsibilities with regard to this disclosure.

(2) The sole responsibility of *Local Agencies* with regard to *Airport Proximity Disclosure* for existing residences or nonresidential uses is to recommend the boundary of the area within which the disclosure is deemed appropriate and to provide this information to local title companies and real estate agents. The *Airport Influence Area* defined in **Maps CHO-3A** and **MAD-3A**, *Compatibility Policy Map* establishes the area in which *Airport Proximity Disclosure* is recommended.

(3) *Airport Proximity Disclosure* should be provided as part of *all* real estate transactions (sale, lease, or rental) involving residential or nonresidential property anywhere within the *Airport Influence Area*.

[49] See *California Business and Professions Code Section 11010(b) and Civil Code Section 1353(a).*

(b) For proposed residential and nonresidential development:

(1) The disclosure provisions of state law shall be deemed mandatory as a condition of approval for new residential and nonresidential development anywhere within the *Airport Influence Area* and shall continue in effect as *ALUCP* criteria even if the state law is made less stringent or rescinded. The disclosure shall be of a format similar to that indicated in Appendix D and shall contain the language dictated by state law (see Policy 3.6.1(a)).

(2) Signs providing the notice included in Policy 3.6.1(a) and a map of the *Airport Influence Area* shall be prominently posted in the real estate sales office and/or other key locations at any new residential development within the *Airport Influence Area*.

## 3.7. Criteria for Special Circumstances

3.7.1. *Avigation Easement Dedication:* As a condition for approval of projects that are subject to the review provisions of this *ALUCP* and that meet the conditions in Paragraphs (a) and (b) of this policy, the property owner shall be required to dedicate an *Avigation Easement* to the jurisdiction owning the *Airport*.

(a) *Avigation Easement* dedication is required for all off-airport projects situated on a site that lies completely or partially within any of the following portions of the *Airport Influence Area*:

(1) Within *Compatibility Zones A, B1, B2* or *C1*.

(2) Within the *Critical Airspace Protection Zone* which is contained entirely within the *Compatibility Zones* defined in subparagraph (1) of this Policy. See Policy 3.5.1(b) for definition of *Critical Airspace Protection Zone*.

(b) *Avigation Easement* dedication shall be required for any proposed development for which discretionary local approval is required. *Avigation Easement* dedication is not required for ministerial approvals such as building permits or *Actions* associated with modification of existing single-family residences.

(c) The *Avigation Easement* shall:

(1) Provide the right of flight in the airspace above the property;

(2) Allow the generation of noise and other impacts associated with aircraft overflight;

(3) Restrict the height of structures, trees and other objects in accordance with the policies in Section 3.5 and **Maps CHO-3B** and **MAD-3B**, *Airspace Protection Surfaces Map*;

(4) Permit access to the property for the removal or aeronautical marking of objects exceeding the established height limit; and

(5) Prohibit electrical interference, glare, and other potential hazards to flight from being created on the property.

(d) An example of an *Avigation Easement* is provided in Appendix D.

3.7.2. *Existing Nonconforming Uses:* Proposed changes to *Existing Nonconforming Uses* (including a parcel or building) that are not in conformance with the criteria in this *ALUCP* shall be limited as follows:

(a) Residential uses.

(1) A *Nonconforming* residential land use may be continued, sold, leased, or rented without restriction and is not subject to this *ALUCP*.

(2) A *Nonconforming* single-family dwelling may be maintained, remodeled, reconstructed (see Policy 3.7.3), or expanded in size. The lot line of an existing single-family residential parcel may be adjusted. Also, a new single-family residence may be constructed on an existing lot in accordance with Policy 1.5.4 (Development by Right). However:

- Any remodeling, *Reconstruction*, or expansion must not increase the number of dwelling units. For example, a bedroom could be added to an existing residence, but an additional dwelling unit could not be built on the parcel unless that unit is a secondary dwelling unit as defined by state and local laws.
- Any increase in height must comply with the policies in Section 3.5 (Airspace Protection Compatibility Policies).
- A single-family residential parcel may not be divided for the purpose of allowing additional dwellings to be constructed.

(3) *Nonconforming* multi-family residential dwellings may be maintained, remodeled, or reconstructed (see Policy 3.7.3(a)). The size of individual dwelling units may be increased, but additional dwelling units may not be added.

(4) The sound attenuation and *Avigation Easement* dedication requirements set by Policies 3.3.2 and 3.7.1 shall apply.

(b) Nonresidential uses (other than children's schools):

(1) A *Nonconforming* nonresidential use may be continued, sold, leased, or rented without restriction provided that no discretionary *Local Agency* approval (such as a conditional use permit) is required.

(2) *Nonconforming* nonresidential facilities may be maintained, altered, or, if required by state law, reconstructed (see Policy 3.7.3). However, any such work:

- Must not result in expansion of either the portion of the site devoted to the *Nonconforming Use* or the floor area of the buildings; and
- Must not result in an increase in the usage *Intensity* (people per acre) above the levels existing at the time of adoption of this *ALUCP*.
- Must not increase the storage or use of hazardous materials.

(3) The sound attenuation and *Avigation Easement* dedication requirements set by Policies 3.3.2 and 3.7.1 shall apply.

(c) Children's schools (including grades K-12, day care centers with more than 14 children, and children's school libraries):

(1) Land acquisition for new schools or expansion of existing school sites is not permitted in *Compatibility Zones A, B1, B2 or C1* and conditionally permitted in *Compatibility Zone C2* (see Policy 3.4.8(a)).

(2) The sound attenuation and *Avigation Easement* dedication requirements set by Policies 3.3.2 and 3.7.1 shall apply.

3.7.3. *Reconstruction:* An *Existing Nonconforming* development that has been fully or partially destroyed as the result of a calamity or natural catastrophe, and would not otherwise be reconstructed but for such event, may be rebuilt only under the following conditions:[50]

[50] *Reconstruction* differs from *Redevelopment* (see Policies 1.1.26 and 1.1.28 for definitions) that is subject to the provisions of this *ALUCP*.

(a) Single-family or multi-family residential *Nonconforming Uses* may be rebuilt provided that the *Reconstruction* does not result in more dwelling units than existed on the parcel at the time of the damage. Addition of a secondary dwelling unit to a single-family residence is permitted if in accordance with state law and local regulations.

(b) A nonresidential *Nonconforming Use* may be rebuilt provided that the *Reconstruction* does not increase the floor area of the previous structure or result in an increased usage *Intensity* (people per acre).

(c) *Reconstruction* under Paragraphs (a) or (b) above:

(1) Must have a permit deemed complete by the *Local Agency* within the time frame established by that agency.

(2) Shall incorporate sound attenuation features to the extent required by Policy 3.3.2.

(3) Shall require dedication of an *Avigation Easement* to the jurisdiction owning the *Airport* if required under Policy 3.7.1.

(4) Shall record an overflight notification in the chain of title of the property if required by Policy 3.6.1.

(5) Shall comply with Federal Aviation Regulations Part 77 requirements (see Section 3.5).

(d) *Reconstruction* in accordance with Paragraphs (a), (b), and (c) above shall not be permitted in *Compatibility Zone A* or where it would be in conflict (not in conformance) with the general plan or zoning ordinance of the *Local Agency*.

(e) Nothing in the above policies is intended to preclude work required for normal maintenance and repair.

3.7.4. *Rare Special Events Exception: Local Agencies* may make exceptions for "Conditional" or "Incompatible" land uses associated with rare special events (e.g., an air show at the airport, street fair, golf tournament) for which a facility is not designed and normally not used and for which extra precautions can be taken as appropriate.

3.7.5. *Special Conditions Exception:* The policies and criteria set forth in this *ALUCP* are intended to be applicable to all locations within the *Airport Influence Area*. However, there may be specific situations where a normally incompatible use can be considered compatible because of terrain, specific location, or other extraordinary factors or circumstances related to the site. After due consideration of all the factors involved in such situations and consultation with *Airport* management, the *Local Agency* may find a normally incompatible use to be acceptable.

(a) In considering any such exceptions, the *Local Agency* shall take into account the potential for the use of a building to change over time (see Policy 3.4.5). A building could have planned low-intensity use initially, but later be converted to a higher-intensity use. *Local Agency* permit language or other mechanisms to ensure continued compliance with the usage *Intensity* criteria must be put in place.

(b) In considering any such exceptions, the *Local Agency* shall also take into account the need for special measures to reduce the risks to building occupants in the event that the building is struck by an aircraft. Building design features include, but are not limited to, the following:

(1) Using concrete walls;

(2) Limiting the number and size of windows;

(3) Upgrading the strength of the building roof;

(4) Avoiding skylights;

(5) Enhancing the fire sprinkler system;

(6) Limiting buildings to a single story; and

(7) Increasing the number of emergency exits.

(c) In reaching a decision, the *Local Agency* shall make specific findings as to why the exception is being made and that the land use will neither create a safety hazard to people on the ground or aircraft in flight nor result in excessive noise exposure for the proposed use. Findings also shall be made as to the nature of the extraordinary circumstances that warrant the policy exception.

(d) The burden for demonstrating that special conditions apply to a particular development proposal rests with the project proponent, not with the *Local Agency*.

(e) The granting of a special conditions exception shall be considered site specific and shall not be generalized to include other sites.

3.7.6. *Site-Specific Exceptions*: The *ALUC* acknowledges site-specific exceptions for four residential development projects located in *Compatibility Zone C1* south of the Madera Municipal Airport in the adoption of this *ALUCP*. The four development projects have received certain entitlements from the City of Madera prior to adoption of this *ALUCP* by the Madera County *ALUC*. *Compatibility Zone C1* of this *ALUCP* limits residential densities to a maximum of one dwelling unit per 2 acres. The special conditions result in establishment of density criteria different in character from the criteria applicable to other portions of *Compatibility Zone C1*. The location of these exceptions are shown in **Map 3C** and the numbers below correspond to the numbering on that map. These special policies are not to be generalized or considered as precedent applicable to other locations near the same Airport or to the environs of other Airports addressed by this *ALUCP*.

(1) Site Exception 1, Parcel No. 006-380-009: A Tentative Subdivision Map was approved for the Villa de Roma development in December 2005. The project includes 193 single family residential homes on 49.52 acres (approximately 4 dwelling units per acre). Approximately 18 acres of land fall within *Compatibility Zone C1*. The portion of the property within *Compatibility Zone C1* is allowed to have a maximum density of 4 dwelling units per acre.

(2) Site Exception 2, Parcel No. 006-380-010: A Tentative Subdivision Map was approved for the Melanie Meadows development in November 2005. The project includes 172 single family residential homes on 40.68 acres (approximately 4 dwelling units per acre). Approximately 1 acre of land falls within *Compatibility Zone C1*. The portion of the property within *Compatibility Zone C1* is allowed to have a maximum density of 4 dwelling units per acre.

(3) Site Exception 3, Parcel No. 006-380-026: Phase V of an active Tentative Subdivision Map was approved for the Home Ranch Subdivision in May 1994. The project includes 61 single family residential homes on 11.72 acres (approximately 5 dwelling units per acre). Approximately 4 acres of land fall within *Compatibility Zone C1*. The portion of the property within *Compatibility Zone C1* is allowed to have a maximum density of 5 dwelling units per acre.

(4) Site Exception 4, Parcel No. 013-070-044: A Precise Plan was approved for the Foxglove Apartments in September 2007. The project includes a 182 unit apartment complex on 14.98 acres (approximately 12 dwellings units per acre). The property owner has recently began the process to resubmit an application for Precise Plan to

construct a project similar to the originally envisioned project. Less than 1 acre of land falls within *Compatibility Zone C1*. The portion of the property within *Compatibility Zone C1* is allowed to have a maximum density of 12 dwelling units per acre.

# 4. COMPATIBILITY CRITERIA FOR AIRPORT ACTIONS

## 4.1. Review Criteria for Airport Plans of Existing Airports

4.1.1. *Substance of Review:* In accordance with state law, any new or amended airport master plan or *Airport Expansion* plan is subject to *ALUC* review for consistency with this *ALUCP* (see Policy 2.1.4). In conducting any such review, the *ALUC* shall evaluate whether the airport plan would result in greater noise, safety, airspace protection, or overflight impacts than indicated in this *ALUCP*. Attention should specifically focus on:

(a) Proposals for facilities or procedures not assumed herein, specifically:

(1) Construction of a new runway or helicopter takeoff and landing area.

(2) Change in the length, width, or landing threshold location of an existing runway.

(3) Establishment of an instrument approach procedure that changes the approach capabilities at a particular runway end.

(4) Modification of the flight tracks associated with existing visual or instrument operations procedures.

(b) Proposed changes in the role or character of use of the airport.

(c) New activity forecasts that are: (1) significantly higher than those used in developing the respective *Airport* noise contours presented in Chapters 4 or 5; or (2) assume a higher proportion of larger or noisier aircraft.

4.1.2. *Noise Impacts of Airport Expansion:* Any proposed *Airport Expansion* that would result in a significant increase in cumulative noise exposure (measured in terms of CNEL) shall include measures to reduce the exposure to a less-than-significant level. For the purposes of this *ALUCP*, a noise increase shall be considered significant by the *ALUC* if:

(a) In locations having an existing ambient noise level of *CNEL* 60 dB or less, the project would increase the noise level by 3.0 dB or more.

(b) In locations having an existing ambient noise level of more than *CNEL* 60 dB, the project would increase the noise level by 1.5 dB or more.

4.1.3. *Consistency Determination:* The *ALUC* shall determine whether the proposed airport master plan or *Airport Expansion* plan is consistent with this *ALUCP*. The *ALUC* shall base its determination of consistency on:

(a) Findings that the development and forecasts identified in the *Airport* plan would not result in greater noise, safety, airspace protection, or overflight impacts on surrounding land uses than are assumed in this *ALUCP*.

(b) Consideration of:

(1) Mitigation measures incorporated into the plan or project to reduce any increases in the noise, safety, airspace protection, and overflight impacts to a less-than-

significant level in accordance with provisions of the California Environmental Quality Act (CEQA); or

(2) In instances where the impacts cannot be reduced to a less-than-significant level, a statement of overriding considerations approved by the project proponent in accordance with provisions of CEQA.

(c) A determination that any nonaviation development proposed for locations within the airport boundary (excluding federal, tribal or state-owned property) will be consistent with the compatibility criteria and policies indicated in this *ALUCP* with respect to that *Airport* (see Policy 1.1.11 for definition of aviation-related use).

## 4.2. Review Criteria for Proposed New Airports and Heliports

4.2.1. *Substance of Review:* In reviewing proposals for new airports and heliports, the *ALUC* shall focus on the noise, safety, airspace protection, and overflight impacts upon surrounding land uses.

(a) Other types of environmental impacts (e.g., air quality, water quality, natural habitats, vehicle traffic, etc.) are not within the scope of *ALUC* review.

(b) The *ALUC* shall evaluate the adequacy of the proposed facility design (in terms of federal and state standards) only to the extent that the design affects surrounding land use.

(c) The *ALUC* must base its review on the proposed airfield design. The *ALUC* does not have the authority to require alterations to the airfield design.

4.2.2. *Airport/Land Use Relationship*: The review shall examine the relationships between existing and planned land uses in the vicinity of the proposed airport or heliport and the impacts that the proposed facility would have upon these land uses. Questions to be considered should include:

(a) Would the existing or planned land uses be considered incompatible with the airport or heliport if the later were already in existence?

(b) What measures are included in the airport or heliport proposal to mitigate the noise, safety, airspace protection, and overflight impacts on surrounding land uses? Such measures might include: (1) location of flight tracks so as to minimize the impacts; (2) other operational procedures to minimize impacts; (3) installation of noise barriers or structural noise insulation; (4) acquisition of property interests (fee title or easements) on the impacted land.

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| Intensity Criteria [1] | Compatibility Zones | | | | | | Intensity Criteria Interpretation |
|---|---|---|---|---|---|---|---|
| | A | B1 | B2 | C1 | C2 | D | |
| **Max. Sitewide Average Intensity (people/acre)** | 0 | 60 | 100 | 100 | 300 | no limit | › All nonresidential development shall satisfy both sitewide and single-acre intensity limits |
| **Max. Single-Acre Intensity (people/acre)** | 0 | 120 | 300 | 300 | 1200 | | |
| **Open Land Requirement** [2] | all remain'g | 30% | 25% | 20% | 15% | no req. | › See *Policy 3.4.9* for application |
| **Land Use Category** | **Legend** (see last page of table for interpretation) | | | | | | **Additional Criteria** |
| › Multiple land use categories may apply to a project<br>› Land uses not specifically listed shall be evaluated using the criteria for similar uses<br>› Typical occupancy Load Factor [approx. # s.f./person] indicated for certain uses[3] | Normally Compatible | | Conditional | | Incompatible | | › Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone<br>› Numbers in yellow cells are Floor Area Ratios (FARs) based on typical occupancy load factor indicated for that use and average intensity limit indicated for zone |
| *General Characteristics* | | | | | | | |
| Any use having more than 1 habitable floor [4] | | | | | | | B1, B2: Limited to no more than 2 habitable floors<br>C1: Limited to no more than 3 habitable floors |
| Any use having structures (including poles or antennas) or trees 35 to 150 feet in height | | | | | | | B1, B2, C1: Ensure airspace obstruction does not occur<br>B1, B2, Height Review Overlay Zone: Airspace review required for objects >35 feet<br>C1: Airspace review required for objects >70 feet |
| Any use having structures (including poles, antennas, or cranes) or trees more than 150 feet in height | | | | | | | C2, D: Ensure airspace obstruction does not occur; airspace review required for objects >150 feet |
| Any use having the potential to cause an increase in the attraction of birds or other wildlife | | | | | | | C1, C2, D: Avoid use or provide mitigation consistent with FAA rules and regulations [5] |
| Any use creating visual or electronic hazards to flight [6] | | | | | | | |
| *Outdoor Uses (no or limited indoor activities)* | | | | | | | |
| Natural Land Areas: woods, brush lands, desert | | | | | | | A: Objects above runway elevation not allowed in OFA [7]<br>A, B1, B2: Vegetation must be clear of airspace surfaces |
| Water: flood plains, wetlands, lakes, reservoirs, rivers, detention/retention ponds ✹ | | | | | | | A: Objects above runway elevation not allowed in OFA [7]<br>All: Avoid new features that attract birds or provide mitigation consistent with FAA regulations [5] |
| Agriculture (except residences and livestock): field crops, orchards, vineyards, pasture, range land ✹ | | | | | | | A: Not allowed in OFA [7]<br>All: Avoid new features that attract birds or provide mitigation consistent with FAA regulations [5] |
| Livestock Uses: feed lots, stockyards, breeding, fish hatcheries, horse/riding stables, poultry and dairy farms ✈✹ | | | | | | | B1, B2, C1, C2, D: Avoid new features that attract birds or provide mitigation consistent with FAA regulations [5]; exercise caution with uses involving noise-sensitive animals |
| Outdoor Major Assembly Facilities (capacity ≥1,000 people): spectator-oriented outdoor stadiums, amphitheaters, fairgrounds, race tracks, water parks, zoos ✈ | | | | | | | D: Allowed only if alternative site outside zone would not serve intended function; exercise caution if clear audibility by users is essential |

**Table 3A**

# Basic Compatibility Criteria

| Intensity Criteria [1] | Compatibility Zones | | | | | | Intensity Criteria Interpretation |
|---|---|---|---|---|---|---|---|
| | A | B1 | B2 | C1 | C2 | D | |
| **Max. Sitewide Average Intensity (people/acre)**<br>**Max. Single-Acre Intensity (people/acre)** | 0<br>0 | 60<br>120 | 100<br>300 | 100<br>300 | 300<br>1200 | no limit | › All nonresidential development shall satisfy both sitewide and single-acre intensity limits |
| **Open Land Requirement** [2] | all remain'g | 30% | 25% | 20% | 15% | no req. | › See *Policy 3.4.9* for application |
| **Land Use Category** | **Legend** (see last page of table for interpretation) | | | | | | **Additional Criteria** |
| › Multiple land use categories may apply to a project<br>› Land uses not specifically listed shall be evaluated using the criteria for similar uses<br>› Typical occupancy Load Factor [approx. # s.f./person] indicated for certain uses[3] | Normally Compatible | | Conditional | | Incompatible | | › Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone<br>› Numbers in yellow cells are Floor Area Ratios (FARs) based on typical occupancy load factor indicated for that use and average intensity limit indicated for zone |
| Outdoor Large Assembly Facilities (capacity 300 to 999 people): spectator-oriented outdoor stadiums, amphitheaters ✈ | | | | | | | C2: Ensure intensity criteria met; not allowed if intended primarily for use by children; exercise caution if clear audibility by users is essential |
| Outdoor Group Recreation (limited spectator stands): athletic fields, water recreation facilities (community pools), picnic areas ✈ | | | | | | | C1, C2: Ensure intensity criteria met; not allowed if intended primarily for use by children; exercise caution if clear audibility by users is essential |
| Outdoor Non-Group Recreation (small/low-intensity): golf courses (except clubhouse), tennis courts, shooting ranges ✈✹ | | | | | | | B1, B2, C1: Ensure intensity criteria met; not allowed if intended primarily for use by children; exercise caution if clear audibility by users is essential |
| Local Parks: neighborhood parks, playgrounds ✈ | | | | | | | B1, B2: Must have little or no permanent recreational facilities (ball fields, etc.); exercise caution if clear audibility by users is essential |
| Camping: campgrounds, recreational vehicle/ motor home parks ✈ | | | | | | | C1: Ensure intensity criteria met; avoid if disruption by aircraft noise unacceptable |
| Cemeteries (except chapels) | | | | | | | B1, B2, C1: Ensure intensity criteria met; avoid if disruption by aircraft noise unacceptable |
| *Residential and Lodging Uses* | | | | | | | |
| Single-Family residential: individual dwellings, townhouses, mobile homes, bed and breakfast inns ✈ | | | | | | | B1, B2: 1 du/10 acres (average density); 4 du/single acre[8]; CNEL 45 dB max. interior noise level<br>C1: 1 du/2 acres (average density); 4 du/single acre[8]<br>B1: B2, C1: Locate dwelling outside zone where feasible or max. distance from extended runway centerline |
| Multi-Family Residential: townhouses, apartments condominiums ✈ | | | | | | | |
| Long-Term Lodging (>30 nights): extended-stay hotels, dormitories ✈ | | | | | | | |
| Short-Term Lodging (≤30 nights, except conference/assembly facilities): hotels, motels, other transient lodging [approx. 200 s.f./person] | | | | 0.46 | 1.38 | | C1, C2: Ensure intensity criteria met |
| Congregate Care: retirement homes, assisted living/residential care facilities, intermediate care facilities ✈ | | | | | | | C2: See Policy 3.4.8(2) for special conditions |

**Table 3A, continued**

| Intensity Criteria [1] | Compatibility Zones | | | | | | Intensity Criteria Interpretation |
|---|---|---|---|---|---|---|---|
| | A | B1 | B2 | C1 | C2 | D | |
| **Max. Sitewide Average Intensity (people/acre)** | 0 | 60 | 100 | 100 | 300 | no limit | › All nonresidential development shall satisfy both sitewide and single-acre intensity limits |
| **Max. Single-Acre Intensity (people/acre)** | 0 | 120 | 300 | 300 | 1200 | | |
| **Open Land Requirement** [2] | all remain'g | 30% | 25% | 20% | 15% | no req. | › See *Policy 3.4.9* for application |
| **Land Use Category** | **Legend** (see last page of table for interpretation) | | | | | | **Additional Criteria** |
| › Multiple land use categories may apply to a project<br>› Land uses not specifically listed shall be evaluated using the criteria for similar uses<br>› Typical occupancy Load Factor [approx. # s.f./person] indicated for certain uses[3] | Normally Compatible | | Conditional | | Incompatible | | › Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone<br>› Numbers in yellow cells are Floor Area Ratios (FARs) based on typical occupancy load factor indicated for that use and average intensity limit indicated for zone |
| *Educational and Institutional Uses* | | | | | | | |
| Family day care homes (≤14 children) [9] ✈ | | | | | | | B1, B2: CNEL 45 dB max. interior noise level |
| Children's Schools: K-12, day care centers (>14 children), libraries ✈ | | | | | | | C2: See Policy 3.4.8(2) for special conditions |
| Adult Education classroom space: adult schools, colleges, universities [approx. 40 s.f./person] | | | 0.09 | 0.09 | 0.28 | | B2, C1, C2: Ensure intensity criteria met |
| Indoor Major Assembly Facilities (capacity ≥1,000 people): auditoriums, conference centers, resorts, concert halls, indoor arenas | | | | | | | D: Allowed only if alternative site outside zone would not serve intended function; exercise caution if clear audibility by users is essential |
| Indoor Large Assembly Facilities (capacity 300 to 999 people): movie theaters, places of worship, cemetery chapels, mortuaries [approx. 15 s.f./person] | | | | 0.03 | 0.10 | | C1, C2: Ensure intensity criteria met |
| Indoor Small Assembly Facilities (capacity <300 people): community libraries; art galleries; museums; exhibition space, community/senior centers, emergency/ homeless shelters ✈ [approx. 100 s.f./person] | | | 0.23 | 0.23 | 0.69 | | B2, C1, C2: Ensure intensity criteria met; not allowed if intended primarily for use by children; avoid outdoor spaces intended for noise-sensitive activities |
| Indoor Recreation: gymnasiums, club houses, athletic clubs, dance studios, sports complexes (indoor soccer), health clubs, spas [approx. 60 s.f./person] | | | 0.14 | 0.14 | 0.41 | | B2, C1, C2: Ensure intensity criteria met; not allowed if intended primarily for use by children |
| In-Patient Medical: hospitals, mental hospitals, nursing homes ✈ | | | | | | | C2: See Policy 3.4.8(2) for special conditions |
| Out-Patient Medical: health care centers, clinics [approx. 240 s.f./person] | | | 0.55 | 0.55 | 1.65 | | B2, C1, C2: Ensure intensity criteria met<br>B2: CNEL 45 dB max. interior noise level |
| Penal Institutions: prisons, reformatories | | | | | | | C2: See Policy 3.4.8(2) for special conditions |
| Public Safety Facilities: police, fire stations | | | | | | | B2: Allowed only if airport serving<br>C1: Allowed only if site outside zone would not serve intended function; ensure intensity criteria met |
| *Commercial, Office, and Service Uses* | | | | | | | |
| Major Retail (capacity >300 people per building): regional shopping centers, 'big box' retail, supermarket [approx. 110 s.f./person] | | | | 0.25 | 0.76 | | C1, C2: Ensure intensity criteria met |

**Table 3A, continued**

| Intensity Criteria [1] | Compatibility Zones | | | | | | Intensity Criteria Interpretation |
|---|---|---|---|---|---|---|---|
| | A | B1 | B2 | C1 | C2 | D | |
| **Max. Sitewide Average Intensity (people/acre)**<br>**Max. Single-Acre Intensity (people/acre)** | 0<br>0 | 60<br>120 | 100<br>300 | 100<br>300 | 300<br>1200 | no limit | › All nonresidential development shall satisfy both sitewide and single-acre intensity limits |
| **Open Land Requirement** [2] | all remain'g | 30% | 25% | 20% | 15% | no req. | › See *Policy 3.4.9* for application |
| **Land Use Category** | **Legend** (see last page of table for interpretation) | | | | | | **Additional Criteria** |
| › Multiple land use categories may apply to a project<br>› Land uses not specifically listed shall be evaluated using the criteria for similar uses<br>› Typical occupancy Load Factor [approx. # s.f./person] indicated for certain uses[3] | Normally Compatible | | Conditional | | Incompatible | | › Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone<br>› Numbers in yellow cells are Floor Area Ratios (FARs) based on typical occupancy load factor indicated for that use and average intensity limit indicated for zone |
| Local Retail (≤300 people per building): community/neighborhood shopping centers, grocery stores [approx. 170 s.f./person] | | | 0.39 | 0.39 | | | B2, C1: Ensure intensity criteria met |
| Eating/Drinking Establishments: restaurants, bars, fast-food dining [approx. 60 s.f./person] | | 0.08 | 0.14 | 0.14 | 0.41 | | B1, B2, C1, C2: Ensure intensity criteria met<br>B1: Locate structure max. distance from extended runway centerline where feasible |
| Limited Retail/Wholesale: furniture, automobiles, heavy equipment, building materials, hardware, lumber yards, nurseries [approx. 250 s.f./person] | | 0.34 | 0.57 | 0.57 | 1.72 | | B1, B2, C1, C2: Ensure intensity criteria met<br>B1: Locate structure max. distance from extended runway centerline where feasible |
| Offices: professional services, doctors, finance, banks, civic; radio, television and recording studios, office space associated with other listed uses [approx. 215 s.f./person] | | 0.30 | 0.49 | 0.49 | 1.48 | | B1, B2, C1: Ensure intensity criteria met<br>B1: Locate structure max. distance from extended runway centerline where feasible |
| Personal and Miscellaneous Services: barbers, car washes, print shops [approx. 200 s.f./person] | | 0.28 | 0.46 | 0.46 | 1.38 | | B1, B2, C1, C2: Ensure intensity criteria met |
| Fueling Facilities: gas stations, trucking and other transportation fueling facilities | | | | | | | B1, B2, C1, C2: Ensure intensity criteria met<br>B1, B2: Store fuel underground or in above-ground storage tanks with combined max. capacity of 6,000 gallons<br>B1: Locate structure max. distance from extended runway centerline where feasible |
| *Industrial, Manufacturing, and Storage Uses* | | | | | | | |
| Hazardous Materials Production and Storage (flammable, explosive, corrosive, or toxic): oil refineries, chemical plants ✹ | | | | | | | D: Allowed only if alternative site outside zone would not serve intended function; generation of steam or thermal plumes not allowed |
| Heavy Industrial ✹ | | | | | | | C1, C2, D: Bulk storage of hazardous materials allowed only for on-site use; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft; generation of steam or thermal plumes not allowed |
| Light Industrial, High Intensity: food products preparation, electronic equipment, bottling plant [approx. 200 s.f./person] | | | 0.46 | 0.46 | 1.38 | | B2, C1, C2: Ensure intensity criteria are met; bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials allowed only for on-site use; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft |

**Table 3A, continued**

| Intensity Criteria [1] | Compatibility Zones | | | | | | Intensity Criteria Interpretation |
|---|---|---|---|---|---|---|---|
| | A | B1 | B2 | C1 | C2 | D | |
| **Max. Sitewide Average Intensity (people/acre)**<br>**Max. Single-Acre Intensity (people/acre)** | 0<br>0 | 60<br>120 | 100<br>300 | 100<br>300 | 300<br>1200 | no limit | › All nonresidential development shall satisfy both sitewide and single-acre intensity limits |
| **Open Land Requirement** [2] | all remain'g | 30% | 25% | 20% | 15% | no req. | › See *Policy 3.4.9* for application |
| **Land Use Category** | **Legend** (see last page of table for interpretation) | | | | | | **Additional Criteria** |
| › Multiple land use categories may apply to a project<br>› Land uses not specifically listed shall be evaluated using the criteria for similar uses<br>› Typical occupancy Load Factor [approx. # s.f./person] indicated for certain uses[3] | Normally Compatible | | Conditional | | Incompatible | | › Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone<br>› Numbers in yellow cells are Floor Area Ratios (FARs) based on typical occupancy load factor indicated for that use and average intensity limit indicated for zone |
| Light Industrial, Low Intensity: machine shops, wood products, auto repair [approx. 350 s.f./person] | | 0.48 | 0.80 | 0.80 | | | B1, B2, C1: Ensure intensity criteria are met; bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials allowed only for on-site use; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft |
| Research and Development Laboratories [approx. 300 s.f./person] | | 0.41 | 0.69 | 0.69 | 2.07 | | B1, B2, C1, C2: Ensure intensity criteria are met; bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials allowed only for on-site use; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft<br>B1: Locate structure max. distance from extended runway centerline where feasible |
| Indoor Storage: wholesale sales, distribution centers, warehouses, mini/other indoor storage, barns, greenhouses [approx. 1,000 s.f./person] | | 1.38 | 2.30 | | | | B1, B2: Ensure intensity criteria are met; ensure airspace obstruction does not occur |
| Outdoor Storage: public works yards, automobile dismantling | | | | | | | B1: Ensure intensity criteria are met; ensure airspace obstruction does not occur |
| Mining and Extraction ✹ | | | | | | | B1, B2, C1, C2: Generation of dust clouds, smoke, steam plumes not allowed; ensure airspace obstruction does not occur |
| *Transportation, Communication, and Utilities* | | | | | | | |
| Airport Terminals: airline, general aviation | | | | | | | |
| Transportation Stations: Rail/bus stations; taxi, trucking and other transportation terminals | | | | | | | B1, B2, C1: Ensure intensity criteria met; ensure airspace obstruction does not occur |
| Transportation Routes: road and rail transit lines, rights-of-way, bus stops | | | | | | | B1: Avoid road intersections if traffic congestion occurs; ensure airspace obstruction does not occur |
| Auto Parking: surface lots, structures | | | | | | | B1: Ensure airspace obstruction does not occur |

**Table 3A, continued**

| Intensity Criteria [1] | Compatibility Zones | | | | | | Intensity Criteria Interpretation |
|---|---|---|---|---|---|---|---|
| | A | B1 | B2 | C1 | C2 | D | |
| **Max. Sitewide Average Intensity (people/acre)** | 0 | 60 | 100 | 100 | 300 | no limit | › All nonresidential development shall satisfy both sitewide and single-acre intensity limits |
| **Max. Single-Acre Intensity (people/acre)** | 0 | 120 | 300 | 300 | 1200 | | |
| **Open Land Requirement** [2] | all remain'g | 30% | 25% | 20% | 15% | no req. | › See *Policy 3.4.9* for application |
| **Land Use Category** | **Legend** (see last page of table for interpretation) | | | | | | **Additional Criteria** |
| › Multiple land use categories may apply to a project<br>› Land uses not specifically listed shall be evaluated using the criteria for similar uses<br>› Typical occupancy Load Factor [approx. # s.f./person] indicated for certain uses[3] | Normally Compatible | | Conditional | | Incompatible | | › Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone<br>› Numbers in yellow cells are Floor Area Ratios (FARs) based on typical occupancy load factor indicated for that use and average intensity limit indicated for zone |
| Communications Facilities: broadcast and cell towers, emergency communications ✹ | | | | | | | C1: Allowed only if site outside zone would not serve intended public function; locate structures max. distance from extended runway centerline; ensure all facilities and associated power lines meet airspace protection criteria (height, thermal plumes, glare, etc.) |
| Power Plants: primary, peaker, renewable energy, bio-energy ✹ | | | | | | | B2, C1, C2, D: Non-primary peaker and renewable energy plants allowed if structures located max. distance from extended runway centerline<br>D: Primary power plants allowed only if site outside zone would not serve intended public function; locate structures max. distance from extended runway centerline<br>All: Ensure all facilities and associated power lines meet airspace protection criteria (height, thermal plumes, glare, etc.) |
| Electrical Substations ✹ | | | | | | | C1, C2: Locate structure max. distance from extended runway centerline; ensure all facilities and associated power lines meet airspace protection criteria (height, thermal plumes, glare, etc.) |
| Wastewater Facilities: treatment, disposal ✹ | | | | | | | C1, C2: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds or provide mitigation consistent with FAA regulations [5] |
| Solid Waste Disposal Facilities: landfill, incineration ✹ | | | | | | | D: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds or provide mitigation consistent with FAA regulations [5] |
| Solid Waste Transfer Facilities, Recycle Centers ✹ | | | | | | | D: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds or provide mitigation consistent with FAA regulations [5] |

**Table 3A, continued**

| Land Use Acceptability | | Interpretation/Comments |
|---|---|---|
| | *Normally Compatible* | Normal examples of the use are compatible with noise, safety, and airspace protection criteria. Atypical examples may require review to ensure compliance with usage intensity, lot coverage, and height limit criteria. |
| | *Conditional* | Use is compatible if indicated usage intensity, lot coverage, and other listed conditions are met. For the purposes of these criteria, "avoid" is intended as cautionary guidance, not a prohibition of the use. |
| | *Generally Incompatible* | Use should not be permitted under any circumstances. |

**Notes**

✈ Indicates land use that is or may be highly noise sensitive. Exercise caution with regard to approval of outdoor uses—evaluate potential for aircraft noise to disrupt the activity. Indoor uses may require addition of sound attenuation to structure. See Section 3.1 for criteria.

✹ Indicates land use that may attract birds, generate dust, produce smoke or steam plumes, create electronic interference, or otherwise pose hazards to flight. See *Policy 3.5.3(a)* for criteria.

[1] Intensity criteria apply to all nonresidential uses including ones shown as "Normally Compatible" (green) and "Conditional" (yellow). Usage intensity calculations shall include all people (e.g., employees, customers/visitors) who may be on the property at any single point in time, whether indoors or outdoors (see *Policy 3.4.2(e)*). Exceptions can be made for rare special events (e.g., an air show at the airport, street fair) for which a facility is not designed and normally not used and for which extra safety precautions can be taken as appropriate (see *Policy 3.7.4)*. The usage intensities shall be calculated in accordance with the methodologies cited in Policy 3.4.3 and 3.4.4.

[2] Open land requirements are intended to be applied with respect to an entire zone (see *Policy 3.4.9)*. This is typically accomplished as part of a local general plan or specific plan, but may also apply to large (10 acres or more) development projects.

[3] Occupancy Load Factors [approx. number of square feet per person] cited for many listed land use categories are based on information from various sources and are intended to represent "typical busy-period" usage (or "peak" usage) for typical examples of the land use category. These Occupancy Load Factors differ from those provided in the California Building Code (CBC), as the CBC considers the absolute maximum number of people that can be safely accommodated in a building. See *Policy 3.4.3.*

[4] The intent of this criterion is to facilitate evacuation of a building if it were to be hit by an aircraft. It is separate from the height limits set for airspace protection purposes.

[5] No proposed use shall be allowed that would create an increased attraction for wildlife and that is inconsistent with FAA rules and regulations including, but not limited to, FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports* and Advisory Circular 150/5200-34A, *Construction or Establishment of Landfills near Public Airports.* Of particular concern are landfills and certain recreational or agricultural uses that attract large flocks of birds which pose bird strike hazards to aircraft in flight. *See Policy 3.5.3(a)(6).*

[6] Specific characteristics to be avoided include: sources of glare (such as from mirrored or other highly reflective structures or building features) or bright lights (including search lights and laser light displays); distracting lights that could be mistaken for airport lights; sources of dust, steam, or smoke that may impair pilots' vision; sources of steam or other emissions that cause thermal plumes or other forms of unstable air; and sources of electrical interference with aircraft communications or navigation. *See Policy 3.5.3(a).*

[7] Object Free Area (OFA): Dimensions are established by FAA airport design standards for the runway. See *Airport* maps in Chapters 4 through 5.

[8] Clustering of residential development is permitted. However, no single acre of a project site shall exceed the indicated number of dwelling units per acre. See Policy 3.4.9(d).

[9] Family day care home means a home that regularly provides care, protection, and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day. Small family day care homes provide care for eight or fewer children and large family day care homes provide care for 7 to 14 children (Health and Safety Code Section 1596.78).

**Table 3A, continued**

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| Zone | Noise and Overflight Factors | Safety and Airspace Protection Factors |
|---|---|---|
| **A**<br>*Runway Protection Zone* | *Noise Impact: Very High*<br>› Mostly above CNEL 65 dB | *Risk Level: Very High*<br>› Includes Runway Protection Zones<br>› 20% of near-runway general aviation accidents occur in this zone<br>› Aircraft altitude <200 feet above runway<br>› Object heights restricted to <35 feet in some areas |
| **B1**<br>*Inner Approach/ Departure Zone* | *Noise Impact: High*<br>› Typically above CNEL 60 dB<br>› Single-event noise sufficient to disrupt wide range of land use activities including indoors if windows open | *Risk Level: High*<br>› Encompasses areas overflown by aircraft at low altitudes—typically only 200 to 400 feet above runway<br>› 22% of off-runway general aviation accidents near airports take place here<br>› Object heights restricted to <35 feet in some areas |
| **B2**<br>*Sideline Zone* | *Noise Impact: Moderate to High*<br>› Mostly above CNEL 60 dB<br>› Exposed to loud single-event noise from take-offs | *Risk Level: Low to Moderate*<br>› Area not normally overflown by aircraft; primary risk is with aircraft (especially twins) losing directional control on takeoff<br>› About 5% of off-runway general aviation accidents near airports happen in this zone<br>› Object heights restricted to <35 feet in some areas |
| **C1**<br>*Outer Approach/ Departure Zone* | *Noise Impact: Moderate*<br>› Single-event noise from routine overflight sufficient to disrupt indoor and outdoor activities | *Risk Level: Moderate*<br>› Includes areas where aircraft turn from base to final approach legs of standard traffic pattern and descend from traffic pattern altitude<br>› Zone also includes areas where departing aircraft normally complete transition from takeoff power and flap settings to climb mode and have begun to turn to their en route heading<br>› 4% of off-runway general aviation accidents near airports occur here<br>› Object heights restricted to as little as 70 feet |
| **C2**<br>*Primary Traffic Pattern Zone* | *Noise Impact: Low to Moderate*<br>› Primary traffic pattern east of Chowchilla Municipal Airport and west of Madera Municipal Airport; aircraft typically at or below 1,000-foot traffic pattern altitude; individual events occasionally loud enough to intrude upon indoor and outdoor activities | *Risk Level: Low to Moderate*<br>› 18% of off-runway general aviation accidents near airports occur here, but the large area encompassed means a low likelihood of accident occurrence in any given location<br>› Risk concern is primarily with uses for which potential consequences are severe (e.g. intensive uses and airspace hazards)<br>› Airspace concern is generally with object heights >150 feet above runway elevation |
| **D**<br>*Other Airport Environs* | *Noise Impact: Low*<br>› Occasional overflights intrusive to some outdoor activities | *Risk Level: Low*<br>› Risk concern only with uses for which potential consequences are severe (e.g. very-high-intensity activities in a confined area) |

**Table 3B**

# Compatibility Zone Delineation

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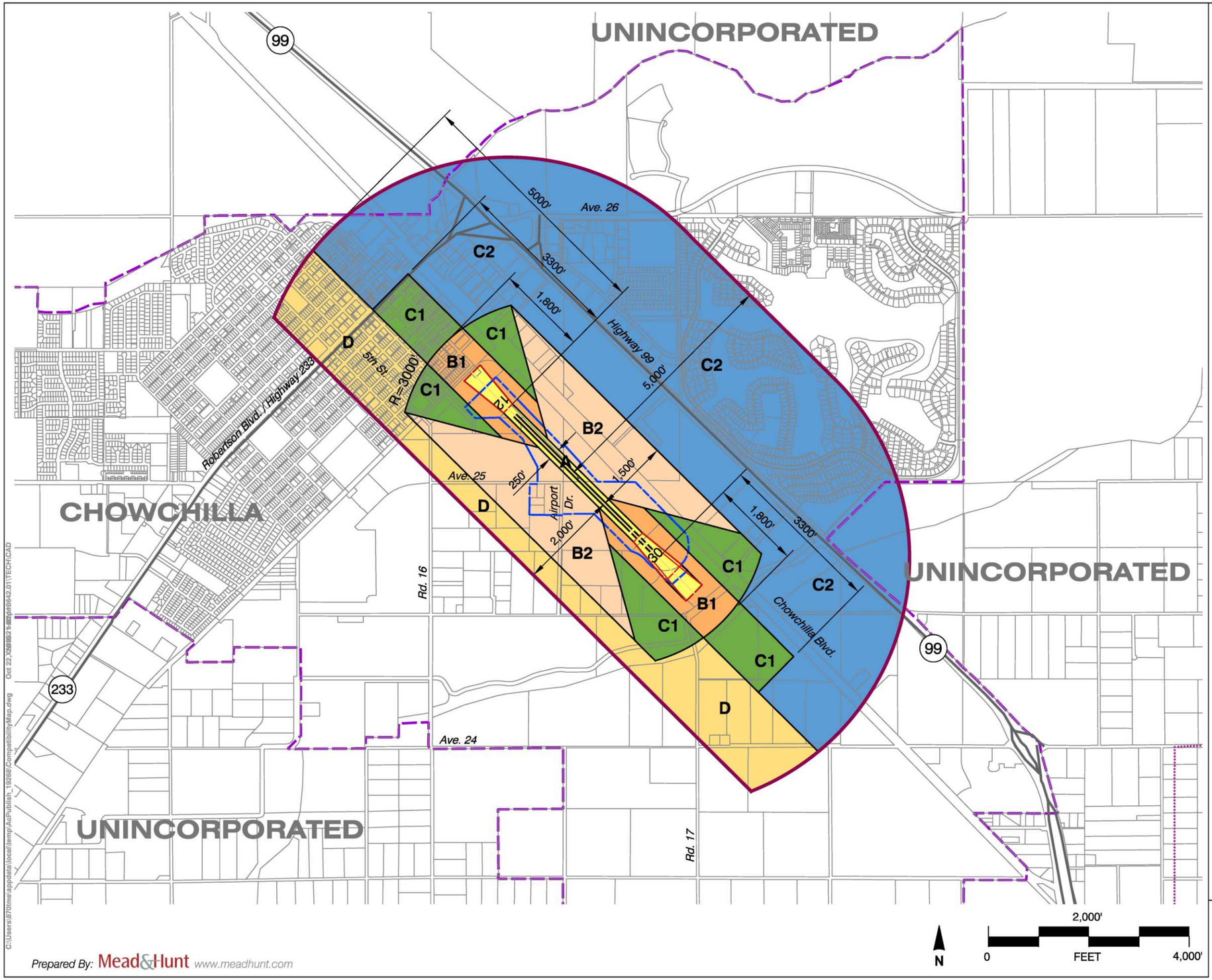



## Legend

**Boundary Lines**

- Airport Property Line
- City Limits
- City Sphere of Influence
- Runway (existing 3,253')
- Runway (future 3,825')

**Policy Boundaries**

- Airport Influence Area

Compatibility Zones [1]

| | |
|---|---|
| A | Runway Protection Zone |
| B1 | Inner Approach/Departure Zone |
| B2 | Sideline Zone |
| C1 | Outer Approach/Departure Zone |
| C2 | Primary Traffic Pattern Zone |
| D | Other Airport Environs |

## Notes

1. This ALUCP utilizes composite compatibility zones addressing four compatibility concerns: noise, safety, airspace protection, and overflight.

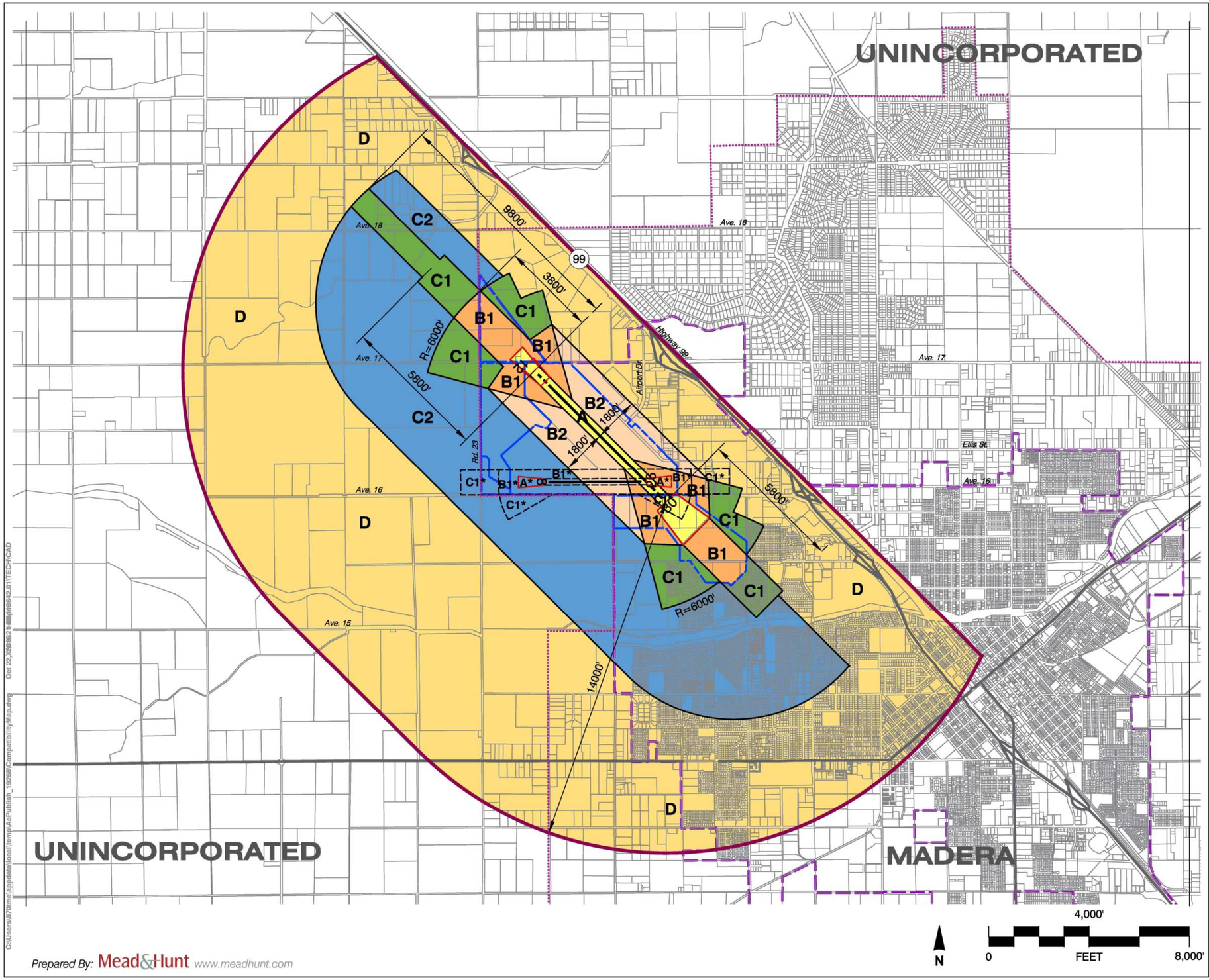
2. Longitudinal dimensions measure from end of primary surface, 200 feet from ends of runway.

***Madera Countywide***
***Airport Land Use Compatibility Plan***
***(Adopted September 29, 2015)***

**Map CHO-3A**

# Compatibility Policy Map

**Chowchilla Municipal Airport**




## Legend

**Boundary Lines**

- Airport Property Line
- City Limits
- City Sphere of Influence
- Existing Runway 12-30 (5,545')
- Future Runway 12-30 (7,000')
- Existing Runway 8-26 (3,702')

**Policy Boundaries**

- Airport Influence Area

Compatibility Zones[1]

- A — Runway Protection Zone
- B1 — Inner Approach/Departure Zone
- B2 — Sideline Zone
- C1 — Outer Approach/Departure Zone
- C2 — Primary Traffic Pattern Zone
- D — Other Airport Environs
- Runway 8-26 Overlay Zones* (Compatibility zones are in effect until such time that Runway 8-26 is closed. The City anticipates to close Runway 8-26, which is restricted to agricultural use, once the FBO lease expires in 2019).

## Notes

1. This ALUCP utilizes composite compatibility zones addressing four compatibility concerns: noise, safety, airspace protection, and overflight.
2. Longitudinal dimensions measure from end of primary surface, 200 feet from ends of runway.

***Madera Countywide***
***Airport Land Use Compatibility Plan***
***(Adopted September 29, 2015)***

**Map MAD-3B**

# Compatibility Policy Map

**Madera Municipal Airport**

Prepared By: Mead&Hunt www.meadhunt.com

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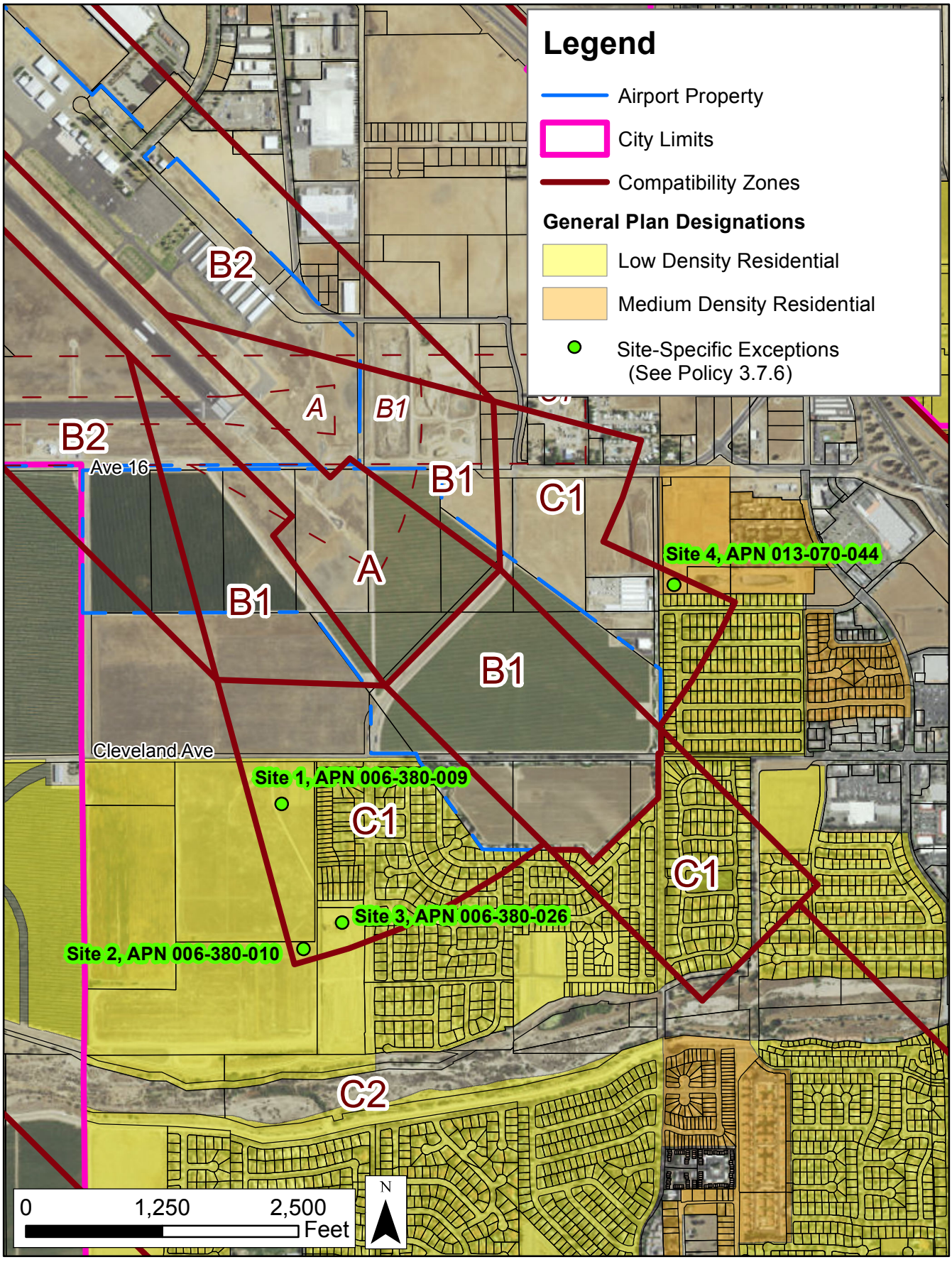


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*Prepared By* Mead&Hunt

**Map 3C**

# Site-Specific Exceptions

## Madera Municipal Airport

CHAPTER 4

# Background Data: Chowchilla Municipal Airport and Environs

# 4

# Background Data: Chowchilla Municipal Airport and Environs

## INTRODUCTION

This chapter documents information regarding Chowchilla Municipal Airport and its environs to provide the setting upon which the *Airport Land Use Compatibility Plan* (*ALUCP*) for the airport is based. The physical configuration of the runway system and the volume and characteristics of aircraft operations are critical determinants of the impacts that aircraft activity has on surrounding land uses.

The character of current and planned land uses in the area surrounding the airport is also considered in the development of compatibility policies. It is important that any new development in the vicinity of the airport take place in a manner that is compatible with existing and projected aviation activity.

## AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN STATUS

Chowchilla Municipal Airport is located in the southern limits of the City of Chowchilla in Madera County. The airport is a 97-acre general aviation facility owned and operated by the City of Chowchilla.

The most recent Airport Layout Plan (ALP) drawing was approved by the City of Chowchilla and the Federal Aviation Administration (FAA) in 2009. The ALP depicts existing airport facilities and future airport expansion. The ALP was accepted by the Caltrans Division of Aeronautics on September 9, 2015, as the basis of this *ALUCP*.[1] The information contained on the 2009 ALP, together with supplemental information provided by airport personnel, form the foundation for this *ALUCP*.

### Airfield Configuration

The airport consists of a single 3,253-foot northwest/southeast runway designated Runway 12-30. The runway is categorized as Airport Reference Code (ARC) A-I by FAA standards. Runway 12-30 is a visual runway with no straight-in instrument approach procedures and serves light aircraft weighing less than 12,500 pounds.

[1] *Public Utilities Code Section 21675(a)* specifies that *ALUCPs* must be based upon a long-range airport master plan or an airport layout plan with the acceptance of the Division of Aeronautics.

The 2009 ALP reflects several proposed airfield improvements including a future 572-foot runway extension to the southeast for a future runway length of 3,825 feet and a future nonprecision approach with 1-mile visibility minimums to Runway 30. The proposed runway extension provides additional runway length for takeoffs to the north, thereby allowing aircraft to reach higher altitudes above populated areas such as the residential neighborhoods which exist approximately 0.25 miles north of the airport. The proposal also includes a 572-foot displaced landing threshold for Runway 30, which means that aircraft landing on Runway 30 would have 3,250 feet available, approximately the existing runway length, rather than the full extended length of 3,825 feet.

### Aircraft Activity and Forecasts

The most current information detailing airport operations is reported by the FAA's Terminal Area Forecast (TAF). The TAF contains a record of both existing and historical airport operations. The TAF reports 6,709 annual operations as having occurred in 2013, the most recent historical year. This number is the best available data for existing operations and is used in this *ALUCP* as the base year for current (2015) operations.

Given that no airport master plan is available, this *ALUCP* brings forward the forecast assumed in the 1993 *ALUCP* of 21,000 annual operations. This forecast more than doubles the existing operations within 20 years, which is a conservative assumption. The growth from 6,709 to 21,000 annual operations assumes build out of the facilities proposed on the 2009 ALP.

### Aircraft Traffic Patterns

Prevailing winds at the airport are from north to south which equates to a predominant northern flow of traffic where aircraft arrive from the south and depart to the north using Runway 30. The primary traffic pattern for the airport is on the east side of the airfield; left traffic for Runway 12 and right traffic for Runway 30.

City of Chowchilla personnel indicate that agricultural-related flights are a significant driver of the airport's activity. Agricultural aircraft operate in a manner that is very different from traditional general aviation aircraft. They arrive and depart the airport in whichever direction and manner is most convenient to their destination. For this reason, it is difficult to precisely assign agricultural aircraft to specific flight tracks to and from the airport. For the purposes of this *ALUCP*, agricultural aircraft are assumed to follow the primary general aviation flight paths east of the airport. The single-engine Ag Cat aircraft is used for airport noise modeling as the representative aircraft of agriculture operations.

## Surrounding Land Uses

The Chowchilla Municipal Airport is entirely within the Chowchilla city limits. It is located west of State Highway 99, between Chowchilla Boulevard and South 3rd Street (Road 16) south of Mariposa Avenue. Most development in Chowchilla is located north and west of the airport.

Existing development immediately surrounding the airport includes a mixture of vacant, industrial, and recreational uses. The railroad flanks the northeast side of the airport. Northeast of the railroad tracks, the land is vacant until State Route 99, 0.5 miles east. Immediately northwest of the airport is a small strip of industrial uses and then residential uses beyond. The area to the south and southwest is currently industrial. The Madera County Fairgrounds is located immediately to the west of the airport.

The City of Chowchilla General Plan designates future land uses within and around the Chowchilla Municipal Airport. The entire airport and the Madera County Fairgrounds to the west are designated Public Facilities. Light or Heavy Industrial uses are planned west, south, and southeast of the airport. The City designates the area northwest of Runway 12 as Light Industrial surrounded by Service Commercial and Medium/High Density Residential. The City's General Plan also includes a policy (Policy Public Safety 13.6) indicating that the City should consider relocating the airport to a new location which would allow expansion and operation of the airport without interference from urban encroachment. For the purposes of this planning effort, this *ALUCP* reflects existing and future operation of the Chowchilla Municipal Airport at its current location.

Madera County has land use authority over all unincorporated land. The airport is over 0.5 miles from any unincorporated land. The County's General Plan designates agriculture about 1 mile north of the airport and a mix of residential uses about 1.5 miles to the west.

## EXHIBITS

The following exhibits illustrate the compatibility factors and background information which serve as the basis for this *ALUCP*.

**Exhibit 4A: Airport Features Summary** – Presents information pertaining to the airport configuration, operational characteristics, and applicable planning documents.

**Exhibit 4B: 2009 Airport Layout Plan** – The FAA-approved ALP depicting the airport configuration and airport building areas. This drawing was accepted by Caltrans Division of Aeronautics as the basis of this *ALUCP* in September 2015.

**Exhibit 4C: Airport Activity Data Summary** – Presents existing (2015) aircraft activity data as reported by the FAA TAF. Forecast activity levels for the airport provided in the 1993 *ALUCP* are brought forward for planning purposes and cover the requisite 20-year planning horizon.

**Exhibits 4D and 4E: Compatibility Factors** – Depicts the extents of the four compatibility factors upon which the compatibility zones for Chowchilla Municipal Airport were derived. The four compatibility factors are defined by:

- *Noise* – Future noise contours reflecting a forecasted aircraft activity level of 21,000 annual operations.
- *Overflight* – Primary traffic patterns reflecting where aircraft operating at Chowchilla Municipal Airport routinely fly.
- *Safety* – Generic safety zones for a short general aviation runway as provided in the *California Airport Land Use Planning Handbook* (October 2011).
- *Airspace Protection* – Outer boundary of the Obstruction Surfaces as defined by Federal Aviation Regulation (FAR) Part 77, *Safe, Efficient Use and Preservation of the Navigable Airspace*.

**Exhibit 4F: Airport Environs Information** – Summarizes information about current and planned land uses in the environs of the Chowchilla Municipal Airport. The status of local general plans and airport land use compatibility policies contained in the County of Madera's and City of Chowchilla's general plans are also summarized.

**Exhibit 4G: City of Chowchilla General Plan Land Uses** – Shows planned land use designations as reflected in the adopted general plan land use diagram.

**Exhibit 4H: County of Madera General Plan Land Uses** – Shows planned land use designations as reflected in the adopted general plan land use diagram.

### General Information

- *Airport Ownership:* City of Chowchilla
- *Property Size*
  - Fee title: 97 acres
  - Avigation easement: 3.5 acres
- *Airport Classification*: General Aviation
- *Airport Elevation*: 243 ft. MSL

### Building Area

- *Location*
  - Midfield west side of airfield and east of Runway 30 approach end
- *Facilities*
  - FBO and T-Hangars
  - Tiedowns
- *Services:* None

### Runway/Taxiway Design

***Runway 12-30***

- *Airport Reference Code*: A-I (Small)
- *Dimensions:* 3,253 ft. long, 60 ft. wide
- *Pavement Strength* (main landing gear configuration)
  - 12,000 lbs. (single-wheel)
- *Effective Gradient*: 0.15% (rising to southeast)
- *Runway Lighting:* Medium-intensity runway edge lighting
- *Runway Markings:* Basic
- *Primary Taxiways*: Full-length parallel taxiway on west

### Approach Protection

- *Runway Protection Zones (RPZs)*
  - Runway 12: 250 ft. inner width, 450 ft. outer width, 1,000 ft. long; 3.6 acres off airport
  - Runway 30: 250 ft. inner width, 450 ft. outer width, 1,000 ft. long; entirely on airport
- *Approach Obstacles:*
  - Runway 12: 60-foot antenna 1,500 ft. from runway end; 20:1 obstacle clearance slope; 35-foot power-lines 1,150 ft. from runway end
  - Runway 30: Railroad tracks 750 ft. from runway end; 20:1 obstacle clearance slope

### Airport Planning Documents

- *Airport Master Plan:* None
- *Airport Layout Plan*
  - Approved by FAA in 2009
  - Accepted by Caltrans Division of Aeronautics for basis of this ALUCP in September 2015

### Traffic Patterns and Approach Procedures

- *Airplane Traffic Patterns*
  - Primary pattern: East of airfield
  - Primary direction: South to north
  - Pattern Altitude: 1,000 ft. AGL
- *FAR Part 77 Category*
  - Runway 12 & 30: Visual [A(V)]
- *Instrument Approaches:* Lighted wind indicator

### Proposed Facility Improvements

- *Airfield*
  - 572-foot runway extension to southeast for future runway length of 3,825 ft.; future RPZ encompasses 4 acres off airport
  - 572-foot displaced landing threshold for Runway 30
  - Nonprecision approach with 1 mile visibility to Runway 30
- *Building Area*
  - Construct administration building
  - Construct additional FBO and parking hangars

*Sources: Airport Layout Plan (2009); FAA Airport Master Record (2014); data compiled by Mead & Hunt, Inc., January 2015.*

**Exhibit 4A**

# Airport Features Summary

**Chowchilla Municipal Airport**

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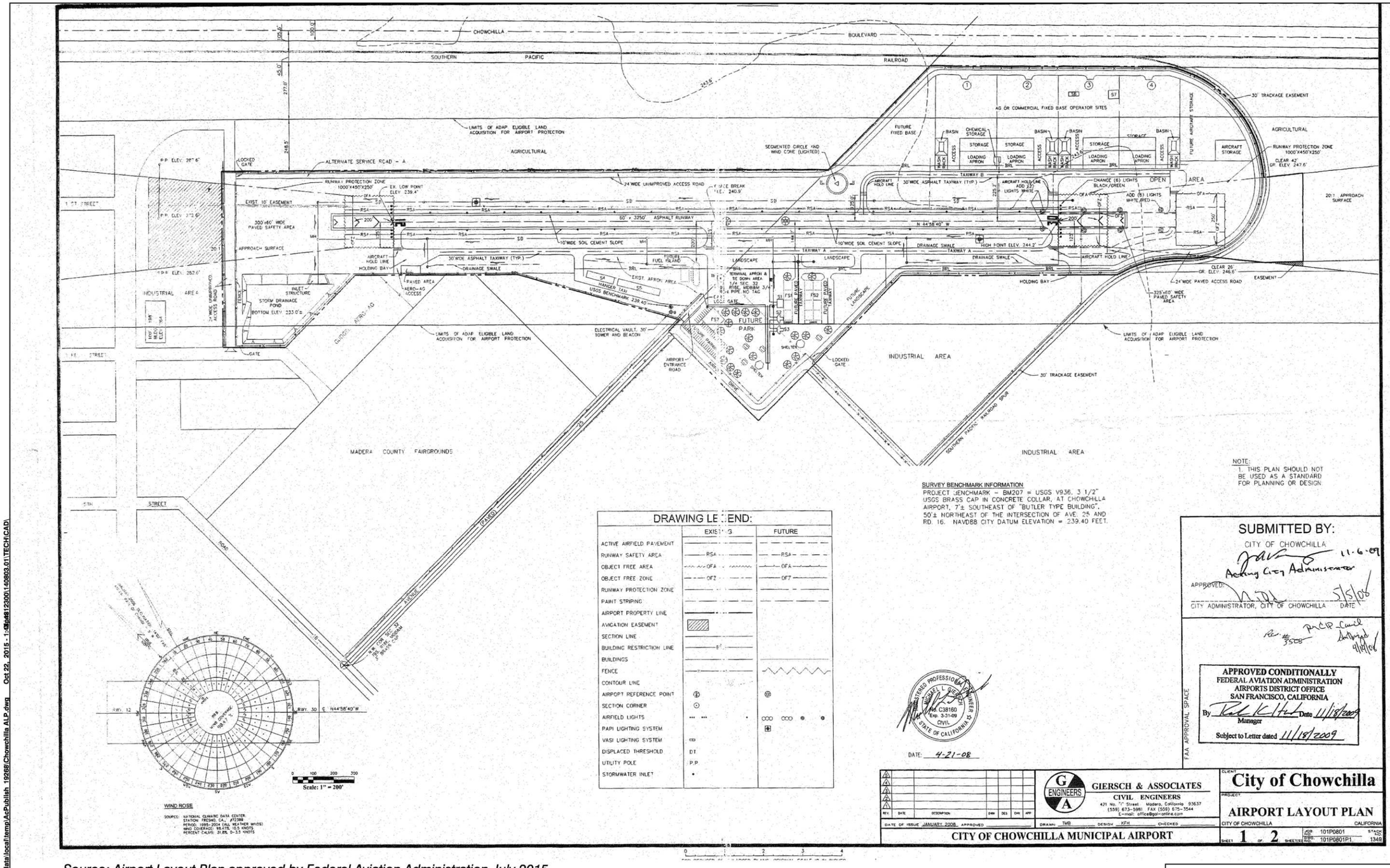


DRAWING LEGEND:

| | EXISTING | FUTURE |
|---|---|---|
| ACTIVE AIRFIELD PAVEMENT | | |
| RUNWAY SAFETY AREA | RSA | RSA |
| OBJECT FREE AREA | OFA | OFA |
| OBJECT FREE ZONE | OFZ | OFZ |
| RUNWAY PROTECTION ZONE | | |
| PAINT STRIPING | | |
| AIRPORT PROPERTY LINE | | |
| AVIGATION EASEMENT | | |
| SECTION LINE | | |
| BUILDING RESTRICTION LINE | BRL | |
| BUILDINGS | | |
| FENCE | | |
| CONTOUR LINE | | |
| AIRPORT REFERENCE POINT | | |
| SECTION CORNER | | |
| AIRFIELD LIGHTS | | |
| PAPI LIGHTING SYSTEM | | |
| VASI LIGHTING SYSTEM | | |
| DISPLACED THRESHOLD | DT | |
| UTILITY POLE | P.P. | |
| STORMWATER INLET | | |

SURVEY BENCHMARK INFORMATION
PROJECT BENCHMARK - BM207 = USGS V936, 3 1/2" USGS BRASS CAP IN CONCRETE COLLAR, AT CHOWCHILLA AIRPORT, 7'± SOUTHEAST OF "BUTLER TYPE BUILDING", 50'± NORTHEAST OF THE INTERSECTION OF AVE. 25 AND RD. 16. NAVD88 CITY DATUM ELEVATION = 239.40 FEET.

NOTE:
1. THIS PLAN SHOULD NOT BE USED AS A STANDARD FOR PLANNING OR DESIGN.

SUBMITTED BY:
CITY OF CHOWCHILLA
Acting City Administrator 11-6-09
APPROVED:
CITY ADMINISTRATOR, CITY OF CHOWCHILLA DATE 5/5/06

Re: #3508 PMCP Civil Engineer 4/4/06

FAA APPROVAL SPACE
APPROVED CONDITIONALLY
FEDERAL AVIATION ADMINISTRATION
AIRPORTS DISTRICT OFFICE
SAN FRANCISCO, CALIFORNIA
By Manager Date 11/18/2009
Subject to Letter dated 11/18/2009

REGISTERED PROFESSIONAL ENGINEER MICHAEL L. GIERSCH No. C38160 Exp. 3-31-09 CIVIL STATE OF CALIFORNIA
DATE: 4-21-08

GIERSCH & ASSOCIATES
CIVIL ENGINEERS
421 No. 7th Street Madera, California 93637
(559) 673-5981 FAX (559) 675-3544
E-mail: office@gga-online.com

DATE OF ISSUE JANUARY 2008 APPROVED
DRAWN TMB DESIGN KFH CHECKED

CITY OF CHOWCHILLA MUNICIPAL AIRPORT

CLIENT City of Chowchilla
PROJECT AIRPORT LAYOUT PLAN
CITY OF CHOWCHILLA CALIFORNIA
SHEET 1 OF 2 SHEETS
AIP NO. 101P0801
DRG NO. 101P0801P1
STATE NO. 1348

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*Source: Airport Layout Plan approved by Federal Aviation Administration July 2015.*

**Exhibit 4B**

**Airport Layout Plan**
**Chowchilla Municipal Airport**

### BASED AIRCRAFT

| | Current [a] | Future |
|---|---|---|
| *Aircraft Type* | | |
| Single-Engine | 13 | 26 |
| Multi-Engine | 0 | 0 |
| Business Jet | 0 | 0 |
| Helicopters | 0 | 0 |
| **Total** | **13** | **26** |

### AIRCRAFT OPERATIONS [a]

| | Current | Future |
|---|---|---|
| *Total* | | |
| Annual | 6,700 [a] | 21,000 [b] |
| Average Day | 18 | 58 |
| *Distribution by Aircraft Type* | | |
| Single-Engine Fixed Prop | 45% | |
| Single-Engine Variable Prop | 44% | no |
| Twin-Engine Piston | 5% | change |
| Twin-Engine Turboprop | 5% | |
| Business Jet | 1% | |
| Helicopter | 0% | |
| *Distribution by Type of Operation* [a] | | |
| Local (incl. touch-and-goes) | 70% | no |
| Itinerant | 30% | change |

### TIME OF DAY DISTRIBUTION [b]

| | Current | Future |
|---|---|---|
| *All Aircraft* | | |
| Day (7 am to 7pm) | 94% | no |
| Evening (7 pm to 10 pm) | 4% | change |
| Night (10 pm to 7 am) | 2% | |

### RUNWAY USE DISTRIBUTION [b]

| | Current | Future |
|---|---|---|
| *All Aircraft* | | |
| Takeoffs | | |
| Runway 12 | 15% | no |
| Runway 30 | 85% | change |
| Landings | | |
| Runway 12 | 15% | no |
| Runway 30 | 85% | change |

**NOTES:**
Current represents 2015 and future is approximately 2035
[a] Source: FAA Terminal Area Forecast
[b] Source: Mead & Hunt based on information provided by airport personnel and in the 1993 Madera County ALUCP

**Exhibit 4C**

# Airport Activity Data Summary

**Chowchilla Municipal Airport**

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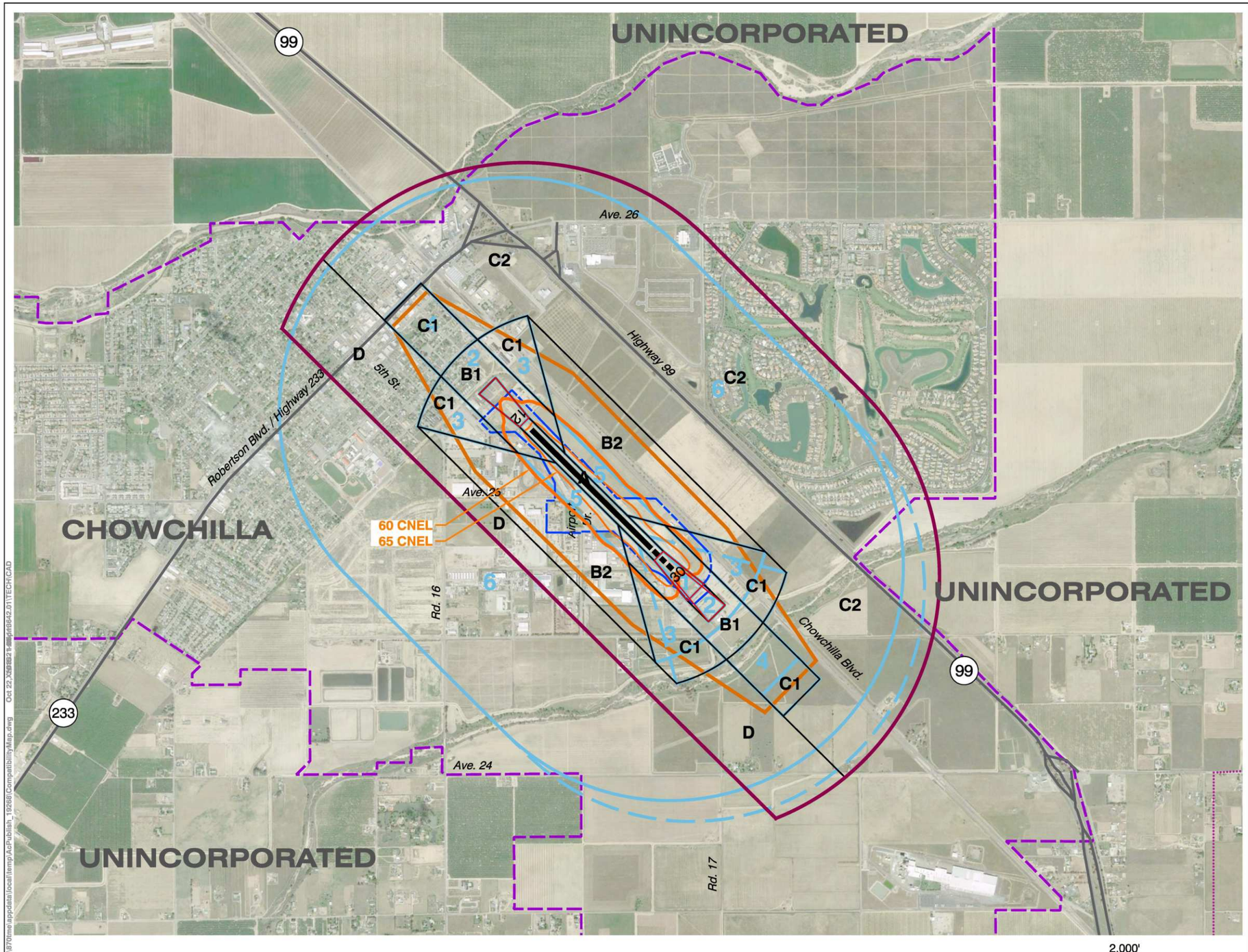


Prepared By: Mead&Hunt www.meadhunt.com

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## Legend

**Boundary Lines**

- Airport Property Line
- City Limits
- City Sphere of Influence
- Runway (existing 3,253')
- Runway (future 3,825')
- Airport Influence Area
- Compatibility Zones
  - **A** Runway Protection Zone
  - **B1** Inner Approach/Departure Zone
  - **B2** Sideline Zone
  - **C1** Outer Approach/Departure Zone
  - **C2** Primary Traffic Pattern Zone
  - **D** Other Airport Environs

**Noise Contours**[1]

- 65 dB CNEL
- 60 dB CNEL

} 21,000 Annual Operations

**Generic Safety Zones**[2]

- Short General Aviation Runway
- Future Short General Aviation Runway
  - **1** Runway Protection Zone
  - **2** Inner Approach/Departure Zone
  - **3** Inner Turning Zone
  - **4** Outer Approach/Departure Zone
  - **5** Sideline Zone
  - **6** Traffic Pattern Zone

**Runway Factors**[3]

- Runway Protection Zone (250' x 450' x 1,000')

## Notes

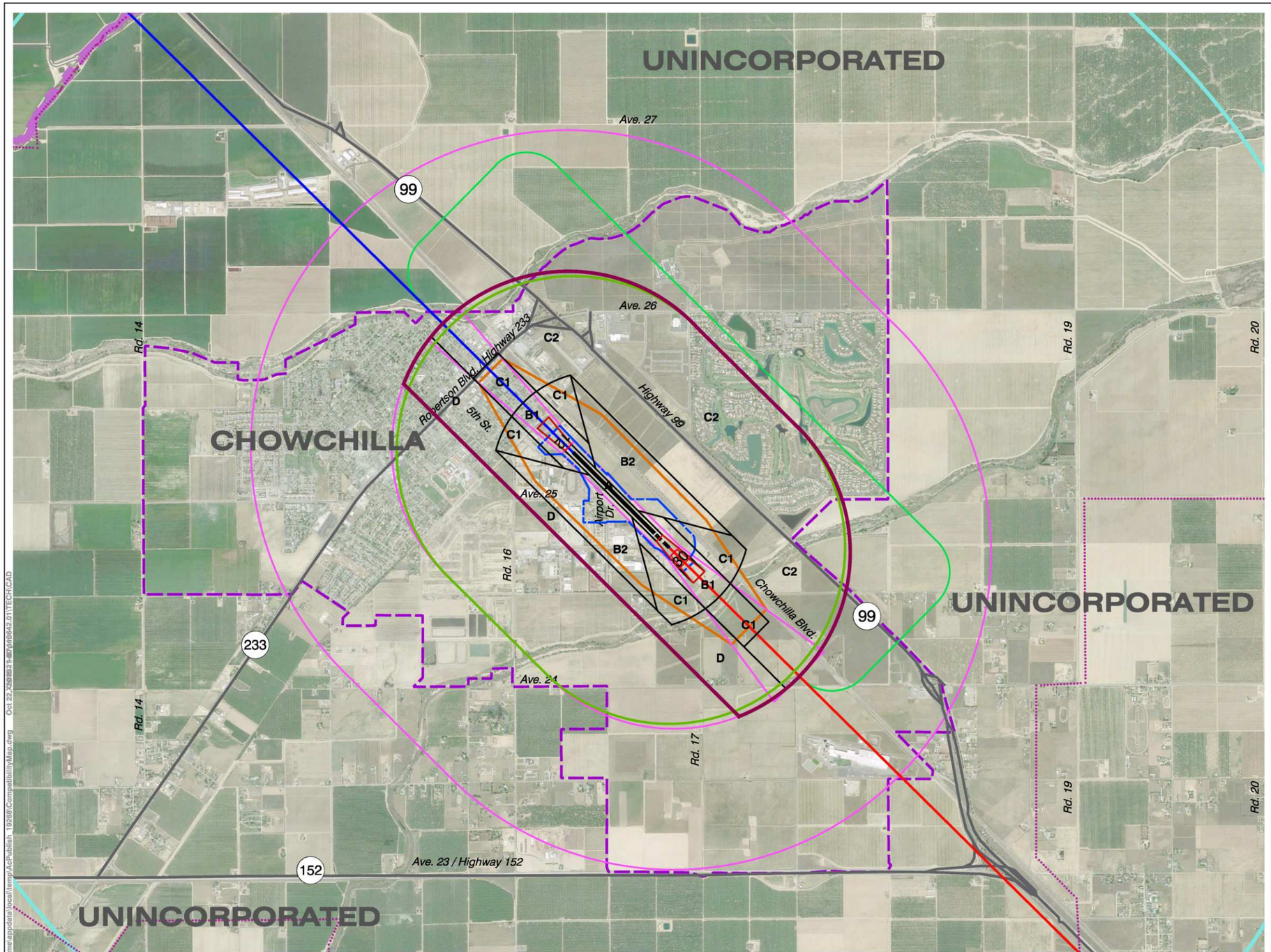
1. Noise Contour Source: Mead & Hunt, Inc. (January 2015) based on information provided by airport personnel and in the Madera County ALUCP (1993).
2. Source: California Airport Land Use Planning Handbook (October 2011). Adjusted Zone 1 to match runway protection zone.
3. Source: Chowchilla Airport Layout Plan (2007).

***Madera Countywide***
***Airport Land Use Compatibility Plan***
***(Adopted September 29, 2015)***

**Exhibit 4D**

# Factors Map: Noise & Safety

**Chowchilla Municipal Airport**




## Legend

### Boundary Lines

- Airport Property Line
- City Limits
- City Sphere of Influence
- Runway (existing 3,253')
- Runway (future 3,825')
- Airport Influence Area
- Compatibility Zones
  - **A** Runway Protection Zone
  - **B1** Inner Approach/Departure Zone
  - **B2** Sideline Zone
  - **C1** Outer Approach/Departure Zone
  - **C2** Primary Traffic Pattern Zone
  - **D** Other Airport Environs

### Airspace Factors

- Critical Airspace Protection Zone
- FAA Obstruction Surfaces (9,000 ft.)[1]
- FAA Height Notification Surface[1] (20,000 ft.; 100:1 slope)
- FAA Wildlife Separation Area (5,000 ft.)[2]

### General Aircraft Traffic Pattern[3]

- Arrival
- Departure
- Touch and Go

## Notes

1. Source: Federal Aviation Regulation (FAR) Part 77, Safe and Efficient Use and Preservation of Navigable Airspace (January 2011). Part 77 Surfaces refelect visual approach (20:1 slope) to Runway 12 and future nonprecision approach (20:1 slope) to future Runway 30 end.

2. Source: Federal Aviation Administration Airport Advisory Circular 150/5200-33B, Hazardous Wildlife Attractants on or Near Airports (August 2007).

3. Source: Mead & Hunt, Inc. (January 2015) based on information provided by airport personnel and in the Madera County ALUCP (1993).

***Madera Countywide***
***Airport Land Use Compatibility Plan***
***(Adopted September 29, 2015)***

N

3,000'
0 FEET 6,000'

Prepared By: Mead&Hunt www.meadhunt.com

**Exhibit 4E**

## Factors Map: Overflight & Airspace

**Chowchilla Municipal Airport**

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### AIRPORT SITE

- *Location*
  - Chowchilla city limits, west of State Highway 99
  - Approximately 0.5 miles southeast of City's Downtown District
- *Topography*
  - Situated in San Joaquin Valley
  - Approximately 2.6 miles south of Chowchilla River
  - Approximately 22 miles north of San Joaquin River

### AIRPORT ENVIRONS LAND USE JURISDICTIONS

- *County of Madera*
  - Nearest unincorporated land is 0.5 miles east
- *City of Chowchilla*
  - Airport lies entirely within city limits

### EXISTING AIRPORT AREA LAND USES

- *General Character*
- Madera County Fairgrounds located immediately west of airport. Residential uses 0.25 miles northwest and 0.5 miles east of airport. Agricultural uses exist to the south and industrial uses to the southwest
- Runway Approaches
  - Runway 12 (northwest): Residential, Commercial
  - Runway 30 (southeast): Industrial, Agriculture

### PLANNED AIRPORT AREA LAND USES

- *County of Madera*
  - Agriculture Exclusive 0.5 miles to east
- *City of Chowchilla*
  - Airport area and Fairgrounds to west are designated Public Facilities
  - Light and Heavy Industrial surrounding airport to north, east, and south
  - Runway Approaches:
    - Runway 12 (northwest): Light Industrial.
    - Runway 30 (southeast): Heavy Industrial

### STATUS OF COMMUNITY PLANS

- *County of Madera*
  - General Plan and General Plan Land Use Map adopted by the Board of Supervisors October 24, 1995
- *City of Chowchilla*
  - General Plan adopted by City Council May 2, 2011

### ESTABLISHED AIRPORT COMPATIBILITY MEASURES

***County of Madera General Plan***

- County shall ensure residential land uses are separated and buffered from airports (Policy I.C.6)
- County shall support continued use of Madera and Chowchilla Municipal Airports as general purpose airports (Policy 2.F.1)
- County shall provide for adequate ground access to Madera and Chowchilla Municipal Airports in its transportation planning and improvements (Policy 2.F.2)
- County shall work with the ALUC in planning land uses around Madera and Chowchilla Municipal Airports to ensure protection of airport operations from urban encroachment (Policy 2.F.3)
- County shall prohibit development in existing Runway Protection Zones as identified in the ALUCP (Policy 2.F.4)
- County shall require discretionary approval of all new private landing strips and helicopter landing sites (Policy 2.F.5)
- County should support development of an eastern county mountain airport (Policy 2.F.6)
- County shall ensure that new development around airports does not create safety hazards such as lights from direct or reflective sources, smoke, electrical interference, hazardous chemicals, or fuel storage in violation of adopted safety standards (Policy 6.D.1)
- County shall limit land uses in airport safety zones to those uses listed in the applicable airport comprehensive land use plans (CLUPs) as compatible uses. Exceptions shall be made only as provided for in the CLUPs. Such uses shall also be regulated to ensure compatibility in terms of location, height, and noise (Policy 6.D.2)

*Continued on next page*

**Exhibit 4F**

# Airport Environs Information

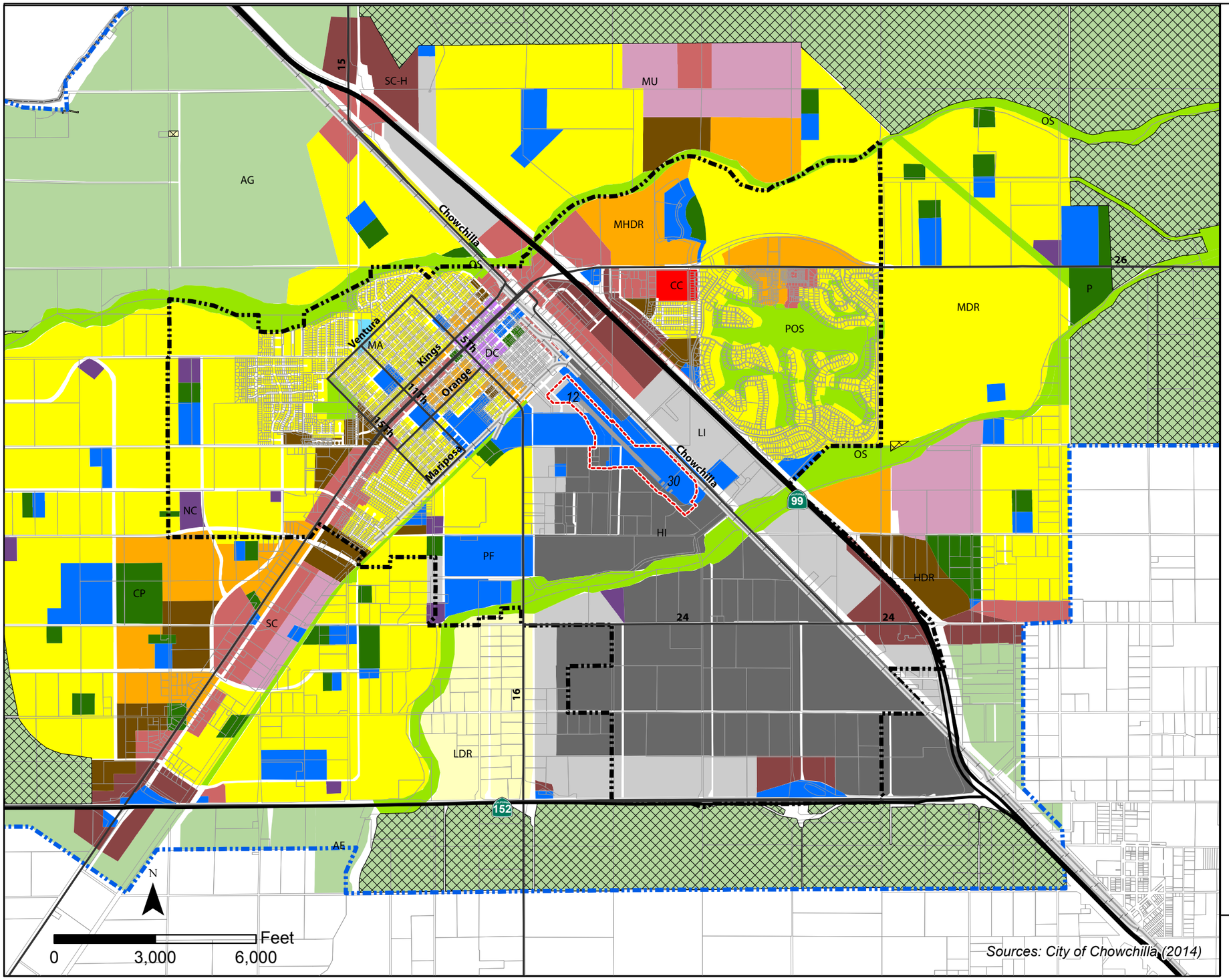
**Chowchilla Municipal Airport**

***City of Chowchilla General Plan***

- Ensure that new development can be made compatible with the noise environment by using the standards in, and airport noise contours identified in Table N-5 as guides to future planning and development decisions (Policy N-2.1)
- Avoid placing noise sensitive land uses (e.g., residences, schools, group homes, assisted living facilities, day care centers, etc.) within high noise impact areas (greater than 65 dB CNEL) associated with Chowchilla Municipal Airport (Policy N-2.2)
- City of Chowchilla shall coordinate with Madera County Airport Land Use Commission in maintaining noise contours for Chowchilla Municipal Airport as notable changes in current or projected operations are planned. All new land use proposals shall comply with land use policies of the Airport Land Use Compatibility Plan for Madera County Airports (MCALUCP) for aircraft-generated community noise (Policy N-2.3)
  - All residential development within the area included in the MCALUCP shall be restricted to areas where outdoor noise levels are less 65 dB CNEL and shall be prohibited in those areas which are greater than 65 dB CNEL except those areas that were designated for residential development prior to the adoption of the General Plan Noise Standards. In those areas, residential uses may be permitted within the 65 to 70 dBA CNEL Noise Contour, if the City Council makes findings that the use was intended prior to the adoption of the General Plan Noise Standards, that substantial resources have been allocated to the planning or construction of that use, that alternative locations for such use are limited or not reasonably available, and that notification to the property owner and future tenants will be given in a legally acceptable manner that significant noise may be present at that location (Implementation Measure N-2.3.A).
- Utilize the Airport Protection Overlay Zone, as appropriate, in review of development projects in the vicinity of Chowchilla Municipal Airport (Policy N-2.4)
- Proposed residential, commercial, and industrial uses shall be consistent with the Chowchilla Municipal Airport Plan (Policy LU-7.4)
  - City shall adhere to the Madera County Airport Land Use Compatibility Plan in the review and approval of development projects (Implementation Measure LU-7.4.A)
  - City shall work with the Chowchilla Airport to find an alternative site for the airport that will not disrupt existing and future residential areas (Implementation Measure LU-7.4.A)
- Coordinate with City Planning Commission and Madera County Airport Land Use Commission considering new residential development that may fall within the existing airport area of influence (Policy LU-13.1)
  - Residential development within the southeasterly approach zone is to be restricted within a horizontal distance extending approximately 3,000 to 4,000 feet southeast of the end of the runway (Implementation Measure LU-13.1.A)
  - City shall require dedication of aviation easements as a condition of approving any development within the Airport Approach Zone (Implementation Measure LU-13.1.B)
  - Incompatible land uses which would diminish the existing operation and the future expansion of the Chowchilla Airport shall be fully evaluated for impacts on the airport prior to approval (Implementation Measure LU-13.1.C)
  - Land Use Element of the Chowchilla General Plan and Chowchilla Zoning Ordinance shall be used to restrict potentially hazardous land uses from being established within Compatibility Zones A & B1 as defined by the Madera County Airport Land Use Compatibility Plan (refer to Figure CI-3) (Implementation Measure LU-13.1.D)
- Alternative locations to the existing airport will be considered by the City for a general aviation airport within the General Plan Planning Area. The City's Airport Commission shall investigate alternative sites for an airport and provide recommendations including proposed development strategy to the City Council (Policy LU-14.1)
  - The criteria for siting a potential airport shall include the following:
    a. Access from existing City urban area.
    b. Surrounding uses and long-term absence of any potential conflicting land uses.
    c. Potential to aggregate parcels of land of sufficient size and orientation for airport development.
    d. Estimated cost of airport development and potential for funding development from non-city sources.
    e. Consistency with State and Federal aviation regulations.

*Source: Data compiled by Mintier Harnish. December 2014.*

**Exhibit 4F, Continued**




- City of Chowchilla
- Chowchilla Sphere of Influence
- County Limits
- Chowchilla Municipal Airport
- Highway
- Railroads
- Runway
- Future Runway

General Plan Designations

- Low Density Residential (0.1-2 units / gross acre)
- Medium Density Residential (2-8 units / gross acre)
- Med/High Density Residential (8-16 units / gross acre)
- High Density Residential (10-24 units / gross acre)
- Mixed Use (10-30 units / gross acre; 0.6-3.0 FAR)
- Service Commercial (0.15-0.60 FAR)
- Highway Commercial (0.15-0.60 FAR)
- Downtown Commercial (0.25-3.0 FAR)
- Community Commercial
- Neighborhood Commercial (0.2-0.6 FAR)
- Medical Arts (0.25-0.5 FAR)
- Open Space (0.01-0.10 FAR)
- Park/Golf Course
- Agriculture (0.01-0.15 units / gross acre)
- Public Facilities (0.10-1.0 FAR)
- Light Industrial (0.15-1.5 FAR)
- Heavy Industrial (0.1-1.5 FAR)
- Urban Reserve

***Madera Countywide***

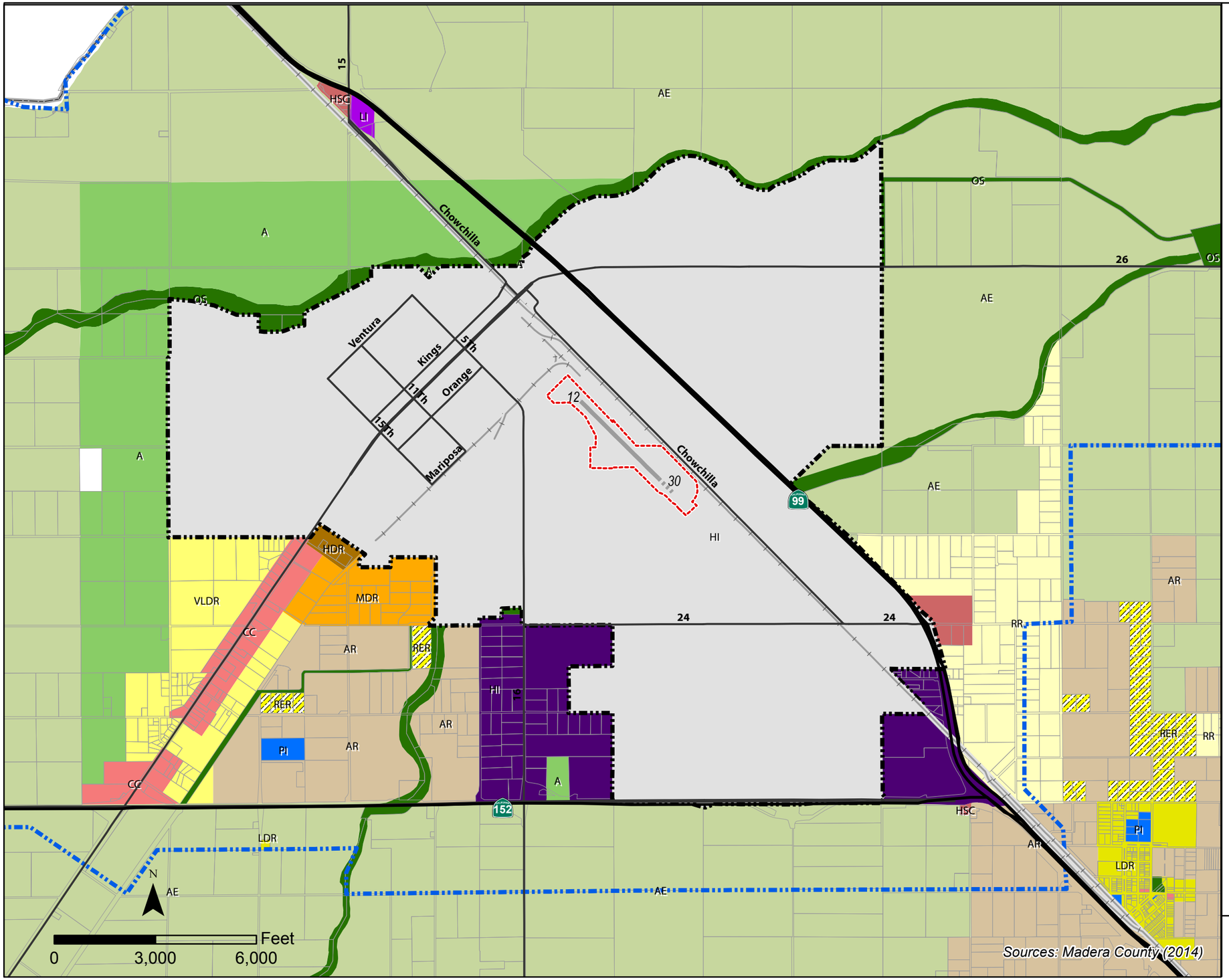
***Airport Land Use Compatibility Plan***

(Adopted September 29, 2015)

**Exhibit 4G**

## City of Chowchilla General Plan

**Chowchilla Municipal Airport**




City of Chowchilla
Chowchilla Sphere of Influence
County Limits
Chowchilla Municipal Airport
Highway
Railroads
Runway
Future Runway

General Plan

Agricultural Residential (2 units / parcel)
Agriculture Exclusive (1-2 units / parcel, Max of 0.1 FAR)
Agriculture (1-2 units / parcel, Max of 0.1 FAR)
Open Space (Max of 0.05 units / gross acre, Max of 0.1 FAR)
Neighborhood Commercial (Max of 0.4 FAR)
Community Commercial (Max of 0.6 FAR)
Highway Service Commercial (Max of 0.4 FAR)
Light Industrial (Max of FAR)
Heavy Industrial (Max of FAR)
Public Insitutional (Max of FAR)
Rural Estate Residential (2 units / acre)
Rural Residential (0-0.5 units / acre)
Very Low Density Residential (0-2 units / acre)
Low Density Residential (1-7.5 units / acre)
Medium Density Residential (5-12 units / acre)
High Density Residential (12-25 units / acre)

***Madera Countywide***
***Airport Land Use Compatibility Plan***

**Exhibit 4H**

## Madera County General Plan
**Chowchilla Municipal Airport**

CHAPTER 5

# Background Data: Madera Municipal Airport and Environs

# 5

# Background Data: Madera Municipal Airport and Environs

## INTRODUCTION

This chapter documents information regarding Madera Municipal Airport and its environs to provide the setting upon which the *Airport Land Use Compatibility Plan* (*ALUCP*) for the airport is based. The physical configuration of the runway system and the volume and characteristics of aircraft operations are critical determinants of the impacts that aircraft activity has on surrounding land uses.

The character of current and planned land uses in the area surrounding the airport is also considered in the development of compatibility policies. It is important that any new development in the vicinity of the airport take place in a manner that is compatible with existing and projected aviation activity.

## AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN STATUS

The Madera Municipal Airport is situated in the northwest corner of the Madera city limits, west of State Route 99. The airport falls entirely within the city limits, and shares a border with the city limits to the north and south of the airport property 0.5 miles to the west. The airport is an 893-acre general aviation facility owned and operated by the City of Madera.

The most current Airport Master Plan was prepared in 1993. The most recent Airport Layout Plan (ALP) drawing was approved by the City of Madera and the Federal Aviation Administration (FAA) in 2011. The City is in the midst of updating the ALP. The draft 2014 ALP is pending FAA approval in mid to late 2015. Both ALPs depict existing airport facilities and future airport expansion. The principal differences between the proposed facility improvements reflected on the approved 2011 ALP and the draft 2014 ALP are summarized below.

- The 2011 ALP proposes an 850-foot southeasterly extension of Runway 12/30 for an ultimate runway length of 6,394 feet. The draft ALP shows an ultimate length of 7,000 feet with the 850-foot southeasterly extension as well as a 606-foot extension to the northwest.
- The draft 2014 ALP also shows potential future abandonment of Runway 8/26. This runway closure is not reflected in the 2011 ALP.

- With the future closure of Runway 8/26, much of the hangar development west of Runway 12/30 is no longer reflected in the draft 2014 ALP.

The information contained on the 2014 draft ALP, together with supplemental information provided by airport personnel, form the foundation for this *ALUCP*. The draft 2014 ALP was conditionally accepted by the Caltrans Division of Aeronautics on September 9, 2015, as the basis of this *ALUCP*.[1] The Division's conditional approval is subject to the ALP being approved by the FAA.

## Airfield Configuration

The airport consists of a two runways in a V-shape configuration. The primary runway, Runway 12-30, is 5,544 feet in length and oriented in a northwest/southeast direction. The primary runway has an Airport Reference Code B-II designation and is designed to accommodate medium-sized jet aircraft (e.g., Cessna Citation VII). Runway 30 is served by a straight-in nonprecision instrument approach with visibility minimums of 1 mile or greater. The second runway, Runway 8-26, is approximately 3,700 feet in length and aligned in a west/east direction. Runway 8-26 is a visual runway and restricted to agricultural aircraft use only.

As indicated above, the draft 2014 ALP reflects several airfield improvements including a future 606-foot runway extension to the northwest and 850-foot extension to the southeast for a future runway length of 7,000 feet. A future straight-in nonprecision approach with visibility minimums of 1 mile is proposed for Runway 12 and visibility minimums of greater than 0.75 miles is proposed for Runway 30. The City also proposes to abandon Runway 8-26 when the agricultural aerial applicator lease expires in 2009. Lastly, a future heliport is proposed west of Runway 12-30.

## Aircraft Activity and Forecasts

As no current Airport Master Plan exists, the most recent information detailing airport operations is the FAA's Terminal Area Forecast (TAF). The TAF contains a record of both existing and historical airport operations. The TAF reports 50,950 annual operations as having occurred in 2013, the most recent historical year. This number is the best available data for existing operations and is used in this *ALUCP* as the base year for current (2015) operations.

Given that no current Airport Master Plan is available, this *ALUCP* brings forward the forecast assumed in the 1993 *ALUCP* of 100,000 annual operations. This represents a doubling of existing operations within 20 years, which is a conservative assumption.

Although activity at the Madera Municipal Airport has been relatively flat in the past several years, the draft 2014 ALP shows significant expansion of aircraft storage facilities. The forecast presented here assumes that much of the proposed development will occur within the next 20 years.

## Aircraft Traffic Patterns

Prevailing winds at the airport are from north to south which equates to a predominant northern traffic flow where aircraft arrive from the south and depart to the north on Runway 30. The primary traffic

[1] *Public Utilities Code Section 21675(a)* specifies that *ALUCPs* must be based upon a long-range airport master plan or an airport layout plan with the acceptance of the Division of Aeronautics.

pattern for the airport is on the west side of the airfield; right traffic for Runway 12 and left traffic for Runway 30.

The draft 2014 ALP depicts a future helipad being constructed west of Runway 12-31. It is assumed that helicopter traffic to this future pad would also remain on the west side and utilize a north to south flow similar to the runway.

Traffic patterns used in the noise model include a western touch-and-go pattern, 45-degree downwind entries and departure, as well as straight-in and straight-out procedures from both runway ends.

## SURROUNDING LAND USES

Madera Municipal Airport is located in the heart of the San Joaquin Valley, approximately 30 miles north of the City of Fresno. The City of Madera is located in southwestern Madera County and is a gateway to Yosemite National Park, which lies 115 miles to the northeast.

Existing development immediately surrounding the airport includes a mixture of agricultural, industrial, and recreational uses. The Madera Municipal Golf Course is located immediately west of the airport. West of the golf course and immediately north and south of the airport are agricultural uses. Immediately east of the airport is vacant land and industrial uses, including manufacturing, distribution facilities, and supply centers. Agricultural uses currently underlie the approaches to the primary runway (Runway 12-30). The southern end of the Madera Golf Course underlies the approach to Runway 8. The land immediately east of the approach end of Runway 26 is currently vacant with a mobile home park one-half mile east of the end of the runway.

The City of Madera 2009 General Plan designates future land uses within and around the Madera Municipal Airport. The City designates most of the land within the airport boundary as Other Public-Semi Public and designates the east side of the airport property as Industrial, Office, and Commercial. Immediately west of the airport, the City designates the Madera Municipal Golf Course as Open Space, as well as the land underlying the approaches to Runways 12 (northwest), Runway 30 (southeast), and Runway 8 (west). Resource Conservation/Agriculture is planned immediately east of the approach end of Runway 26. Within the City's sphere of influence, the City designates the land immediately west of the golf course and immediately north and south of the airport boundary as Village Reserve.

The Madera County General Plan designates the unincorporated areas south and west of the airport as Agriculture Exclusive and the unincorporated area to the north as Agriculture, Rural Residential, and Light Industrial.

## EXHIBITS

The following exhibits illustrate the compatibility factors and background information which serve as the basis for this *ALUCP*.

**Exhibit 5A: Airport Features Summary** – Presents information pertaining to the airport configuration, operational characteristics, and applicable planning documents.

**Exhibit 5B: Draft 2014 Airport Layout Plan** – Depicts the existing and future airfield configuration and airport building areas. This drawing was accepted by Caltrans Division of Aeronautics as the basis of this *ALUCP* in September 2015.

**Exhibit 5C: Airport Activity Data Summary** – Presents existing (2015) aircraft activity data provided by the FAA Terminal Area Forecast, and future (2035) activity levels which have been brought forward from the 1993 *ALUCP* for purposes of this updated plan.

**Exhibits 5D and 5E: Compatibility Factors** – Depicts the extents of the four compatibility factors upon which the compatibility zones for Madera Municipal Airport were derived. The four compatibility factors are defined by:

- *Noise* – Future noise contours reflecting a forecasted aircraft activity level of 100,000 annual operations.
- *Overflight* – Primary traffic patterns reflecting where aircraft and helicopters operating at the airport routinely fly.
- *Safety* – Generic safety zones provided in the *California Airport Land Use Planning Handbook* (October 2011) are applied to the existing and future runway configurations.
- *Airspace Protection* – Outer boundary of the Obstruction Surfaces as defined by Federal Aviation Regulation (FAR) Part 77, *Safe, Efficient Use and Preservation of the Navigable Airspace*.

**Exhibit 5F: Airport Environs Information** – Summarizes information about current and planned land uses in the environs of the Madera Municipal Airport. The status of local general plans and airport land use compatibility policies contained in the County of Madera's and City of Madera's general plans are also summarized.

**Exhibit 5G: City of Madera General Plan Land Uses** – Shows planned land use designations as reflected in the adopted general plan land use diagram.

**Exhibit 5H: County of Madera General Plan Land Uses** – Shows planned land use designations as reflected in the adopted general plan land use diagram.

### GENERAL INFORMATION

- *Airport Ownership:* City of Madera
- *Property Size*
  - Fee title: 892.71 acres
- *Airport Classification*: General Aviation
- *Airport Elevation*: 255 ft. MSL

### BUILDING AREA

- *Location*
  - East side of airfield
- *Facilities*
  - Terminal
  - FBO, Box and T-Hangars
  - Tiedowns
- *Services*
  - Self-serve general aviation 100LL fuel available 24 hours per day; Jet-A fuel available via truck
  - Major airframe and powerplant services

### RUNWAY/TAXIWAY DESIGN

***Runway 12-30***

- *Airport Reference Code*: B-II
- *Critical Aircraft*: Cessna Citation VII
- *Dimensions:* 5,544 ft. long, 150 ft. wide
- *Pavement Strength* (main landing gear configuration)
  - 26,000 lbs. (single-wheel)
  - 40,000 lbs. (dual-wheel)
- *Effective Gradient*: 0.09% (rising to southeast)
- *Runway Lighting:* Medium-intensity runway edge lighting
- *Runway Markings:* Nonprecision
- *Primary Taxiways*: Full-length parallel taxiway on east

***Runway 8-26***

- *Airport Reference Code*: Restricted Agricultural Use
- *Critical Aircraft*: AT 402
- *Dimensions:* 3,702 ft. long, 150 ft. wide
- *Pavement Strength* (main landing gear configuration)
  - 26,000 lbs. (single-wheel)
  - 40,000 lbs. (dual-wheel)
- *Effective Gradient*: 0.25% (rising to east)
- *Runway Lighting:* None
- *Runway Markings:* Restricted
- *Primary Taxiways*: None; direct access from agricultural FBO south of runway

### APPROACH PROTECTION

- *Runway Protection Zones (RPZs)*
  - Runway 12: 500 ft. inner width, 700 ft. outer width, 1,000 ft. long; entirely on airport
  - Runway 30: 1,000 ft. inner width, 1,510 ft. outer width, 1,700 ft. long; entirely on airport
  - Runway 8 & 26: 250 ft. inner width, 450 ft. outer width, 1,000 ft. long; entirely on airport
- *Approach Obstacles:* None

### AIRPORT PLANNING DOCUMENTS

- *Airport Master Plan*
  - Adopted in 1993 by City Council
- *Airport Layout Plan*
  - Approved by FAA in 2011
  - Draft 2014 ALP pending FAA approval and acceptance by Caltrans Division of Aeronautics as basis of this ALUCP

### TRAFFIC PATTERNS AND APPROACH PROCEDURES

- *Airplane Traffic Patterns*
  - Primary pattern: West of airfield
  - Primary direction: Southeast to northwest (Runway 12/30) and east to west (Runway 8/26)
  - Pattern Altitude: 1,000 ft. AGL
- *FAR Part 77 Category*
  - Runway 12-30: Nonprecision, 34:1 slope [C(NP)]
  - Runway 8-26: Visual, 20:1 slope [B(V)]
- *Instrument Approaches*
  - Runway 12 GPS: Straight-in nonprecision approach (1 mile visibility; 250 ft. AGL minimum descent height); circling (1 mile visibility, 545 ft. AGL minimum descent height)
  - Runway 30 GPS: Straight-in nonprecision approach (1 mile visibility; 250 ft. AGL minimum descent height); circling (1 mile visibility, 545 ft. AGL minimum descent height); VOR also provided with higher minimums
- *Visual Navigational Aids*
  - Airport: Lighted beacon
  - Runway 12: PAPI, REIL
  - Runway 30: PAPI, MALSF
- *Other*
  - Ultralight and parachute jumping on and in vicinity of airport

### PROPOSED FACILITY IMPROVEMENTS

- *Airfield*
  - Runway 12-30 extension of 606 ft. to northwest and 849 ft. to southeast for ultimate length of 7,000 ft.
  - Nonprecision approach with visibility minimums of 1 mile to Runway 12 and >0.75 miles to Runway 30
  - Runway Protection Zones (RPZs) for Runway 12-30 increase to 1,000 ft. inner width, 1,510 ft. outer width; 1,700 ft. length; RPZs remain entirely on airport
  - Abandon Runway 8-26 when agricultural aerial applicator lease expires in 2009
  - Future heliport west of Runway 12-30
- *Building Area*
  - Construct additional hangars south of existing apron area

*Sources: Airport Layout Plan (2011); FAA Airport Master Record (2014); Airport Layout Plan (Draft October 2014)*
*Data compiled by Mead & Hunt, Inc. January 2015*

**Exhibit 5A**

# Airport Features Summary

**Madera Municipal Airport**

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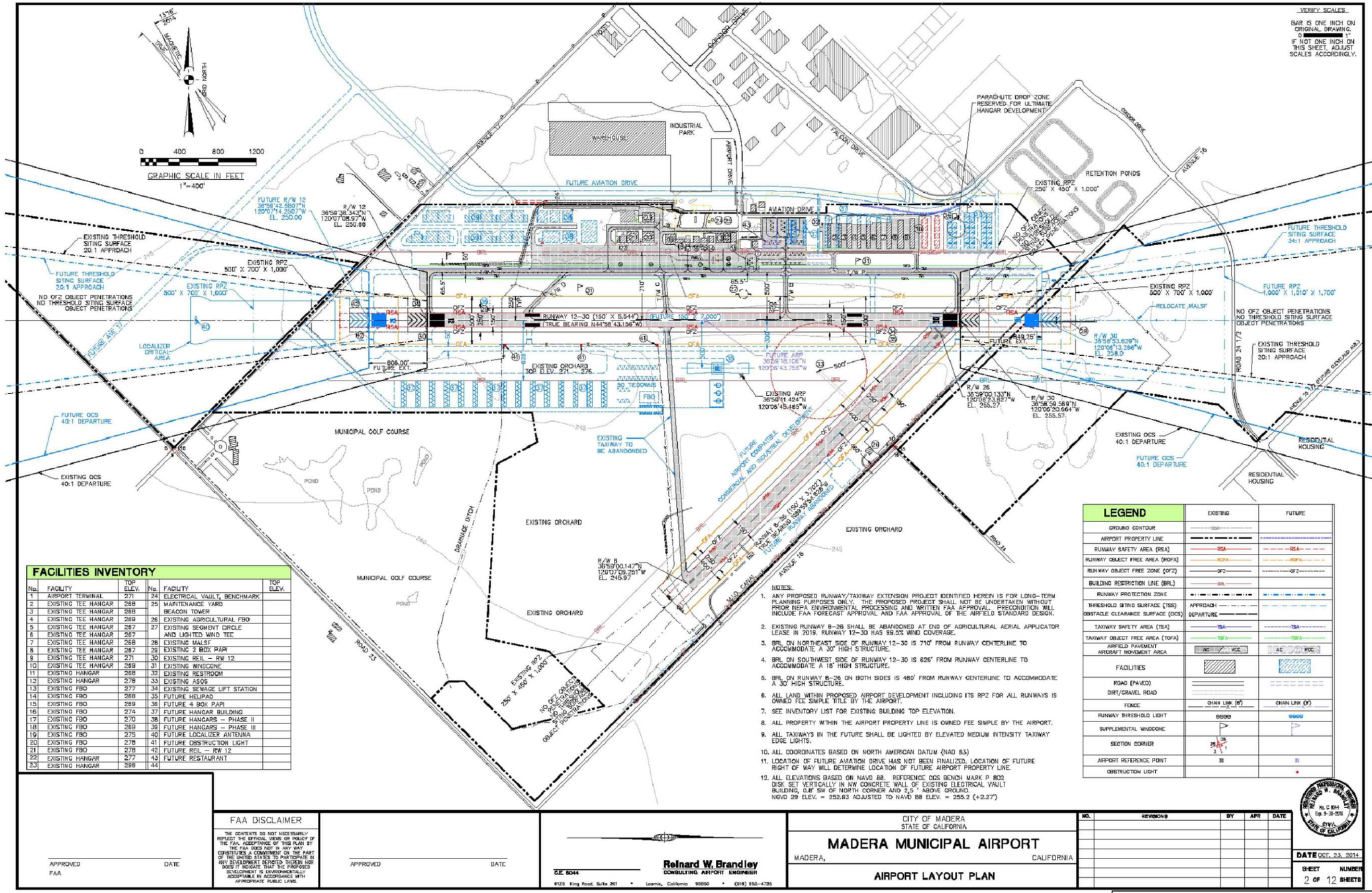


*Source: Madera Municipal Airport Layout Plan (July 2015 Draft). Federal Aviation Administration approval pending Spring 2015.*

**Exhibit 5B**

**Airport Layout Plan**
**Madera Municipal Airport**

Prepared By: Mead&Hunt www.meadhunt.com

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### BASED AIRCRAFT

| | Current [a] | Future [b] |
|---|---|---|
| *Aircraft Type* | | |
| Single-Engine | 56 | 113 |
| Multi-Engine | 7 | 15 |
| Business Jet | 8 | 16 |
| Helicopters | 6 | 12 |
| Other | 9 | 18 |
| **Total** | **87** | **174** |

### AIRCRAFT OPERATIONS [a]

| | Current | Future [b] |
|---|---|---|
| *Total* | | |
| Annual | 50,950 [a] | 100,000 |
| Average Day | 139 | 273 |
| *Distribution by Aircraft Type* | | |
| Single-Engine Fixed Prop | 47% | 50% |
| Single-Engine Variable Prop | 36% | 26% |
| Twin-Engine Piston | 4% | 7% |
| Twin-Engine Turboprop | 4% | 8% |
| Business Jet | 3% | 8% |
| Helicopter | <1% | 1% |
| *Distribution by Type of Operation* [a] | | |
| Local (incl. touch-and-goes) | 50% | no |
| Itinerant | 50% | change |

### TIME OF DAY DISTRIBUTION [b]

| | Current | Future |
|---|---|---|
| *All Aircraft* | | |
| Day (7 am to 7pm) | 88% | no |
| Evening (7 pm to 10 pm) | 8% | change |
| Night (10 pm to 7 am) | 4% | |

### RUNWAY USE DISTRIBUTION [b]

| | Current | Future |
|---|---|---|
| *Single-Engine Aircraft* | | |
| Takeoffs | | |
| Runway 12 | 14% | 15% |
| Runway 30 | 84% | 85% |
| Runway 7 | 1% | — |
| Runway 25 | 1% | — |
| Landings | | |
| Runway 12 | 14% | 15% |
| Runway 30 | 84% | 85% |
| Runway 7 | 1% | — |
| Runway 25 | 1% | — |
| *Twin-Engine Reciprocating* | | |
| Takeoffs | | |
| Runway 12 | 15% | no |
| Runway 30 | 85% | change |
| Runway 7 | — | — |
| Runway 25 | — | — |
| Landings | | |
| Runway 12 | 15% | no |
| Runway 30 | 85% | change |
| Runway 7 | — | — |
| Runway 25 | — | — |
| *Turboprops* | | |
| Takeoffs | | |
| Runway 12 | 15% | no |
| Runway 30 | 85% | change |
| Runway 7 | — | — |
| Runway 25 | — | — |
| Landings | | |
| Runway 12 | 15% | no |
| Runway 30 | 85% | change |
| Runway 7 | — | — |
| Runway 25 | — | — |
| *Jets* | | |
| Takeoffs | | |
| Runway 12 | 15% | no |
| Runway 30 | 85% | change |
| Runway 7 | — | — |
| Runway 25 | — | — |
| Landings | | |
| Runway 12 | 15% | no |
| Runway 30 | 85% | change |
| Runway 7 | — | — |
| Runway 25 | — | — |
| *Helicopters* | | |
| Takeoffs and Landings | | |
| Runway 12 | 15% | — |
| Runway 30 | 85% | — |
| Helipad – northerly flow | — | 85% |
| Helipad – southerly flow | — | 15% |

**NOTES:**

Current represents 2015 and future is approximately 2035

[a] Source: FAA Terminal Area Forecast

[b] Source: Mead & Hunt based on information provided by airport personnel and in the 1993 Madera County ALUCP

**Exhibit 5C**

# Airport Activity Data Summary

**Madera Municipal Airport**

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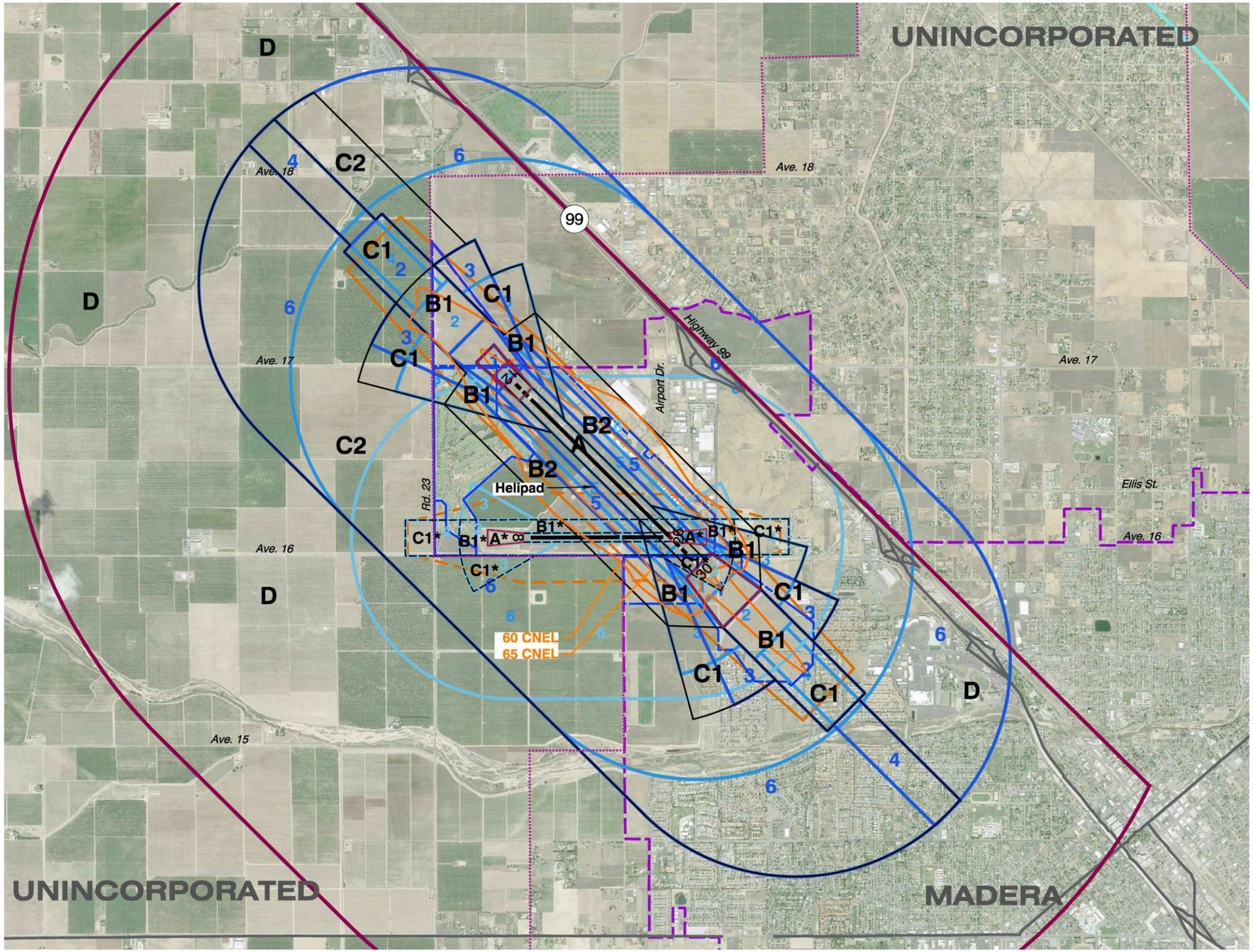


## Legend

Boundary Lines

- Airport Property Line
- City Limits
- City Sphere of Influence
- Existing Runway 12-30 (5,545')
- Future Runway 12-30 (7,000')
- Existing Runway 8-26 (3,702')
- Airport Influence Area
- Compatibility Zones
  - **A** Runway Protection Zone
  - **B1** Inner Approach/Departure Zone
  - **B2** Sideline Zone
  - **C1** Outer Approach/Departure Zone
  - **C2** Primary Traffic Pattern Zone
  - **D** Other Airport Environs
- Runway 8-26 Overlay Zones*

Noise Contours[1] (10,000' Annual Operations)

- 65 dB CNEL
- 60 dB CNEL

Generic Safety Zones[2]

- Short General Aviation Runway
- Medium General Aviation Runway
- Long General Aviation Runway
  - **1** Runway Protection Zone
  - **2** Inner Approach/Departure Zone
  - **3** Inner Turning Zone
  - **4** Outer Approach/Departure Zone
  - **5** Sideline Zone
  - **6** Traffic Pattern Zone

Runway Factors[3]

- Runway Protection Zone

## Notes

1. Noise Contour Source: Mead & Hunt, Inc. (January 2015) based on information provided by airport personnel and in the Madera County ALUCP (1993).
2. Source: California Airport Land Use Planning Handbook (October 2011). Zone 1 Adjusted to match runway protection zone.
3. Source: Madera Municipal Airport Layout Plan (2014 Draft).

***Madera Countywide***
***Airport Land Use Compatibility Plan***
***(Adopted September 29, 2015)***

**Exhibit 5D**

# Factors Map: Noise & Safety

**Madera Municipal Airport**

Prepared By: Mead&Hunt www.meadhunt.com

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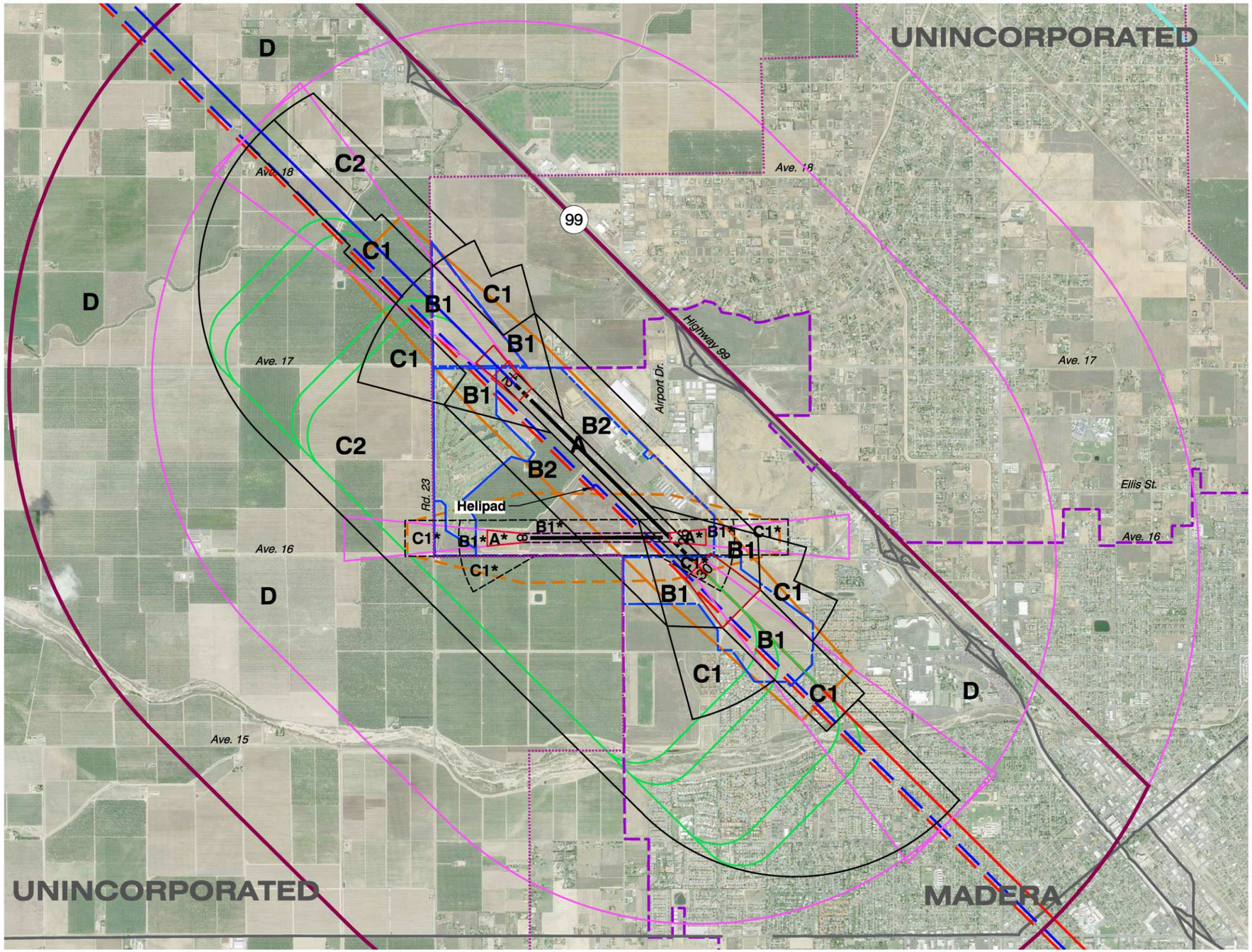


Prepared By: Mead&Hunt www.meadhunt.com

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## Legend

### Boundary Lines

- Airport Property Line
- City Limits
- City Sphere of Influence
- Existing Runway 12-30 (5,545')
- Future Runway 12-30 (7,000')
- Existing Runway 8-26 (3,702')
- Airport Influence Area
- Compatibility Zones
  - **A** Runway Protection Zone
  - **B1** Inner Approach/Departure Zone
  - **B2** Sideline Zone
  - **C1** Outer Approach/Departure Zone
  - **C2** Primary Traffic Pattern Zone
  - **D** Other Airport Environs
- Runway 8-26 Overlay Zones*

### Airspace Factors

- Critical Airspace Protection Zone
- Runway 8-26 Critical Airspace Protection Zone
- FAA Obstruction Surfaces (14,000 ft.)[1]
- FAA Height Notification Surface (20,000 ft.; 100:1 slope)
- FAA Wildlife Separation Area (5,000 ft.)[2]

### General Aircraft Traffic Pattern[3]

- Arrival
- Departure
- Touch and Go

Helicopter routes shown as dashed lines

## Notes

1. Source: Federal Aviation Regulation (FAR) Part 77, Safe and Efficient Use and Preservation of Navigable Airspace (January 2011). Part 77 Surfaces refelect nonprecision approachesto Runway 12, 30 ends and visual approaches to Runway 8-26 ends.
2. Source: Federal Aviation Administration Airport Advisory Circular 150/5200-33B, Hazardous Wildlife Attractants on or Near Airports (August 2007).
3. Source: Mead & Hunt, Inc. (January 2015) based on information provided by airport personnel and in the Madera County ALUCP (1993).

***Madera Countywide***
***Airport Land Use Compatibility Plan***
***(Adopted September 29, 2015)***

**Exhibit 5E**

# Factors Map: Overflight & Airspace

**Madera Municipal Airport**

### AIRPORT SITE

- *Location*
  - Northwest corner of Madera city limits
  - Approximately 3 miles northwest of Madera city center
- *Topography*
  - Situated in San Joaquin Valley
  - Approximately 13 miles north of San Joaquin River

### AIRPORT ENVIRONS LAND USE JURISDICTIONS

- *County of Madera*
  - Unincorporated land immediately north and south of airport boundary
- *City of Madera*
  - Airport falls entirely within city limits
  - Shares a border with city limits on north and south

### EXISTING AIRPORT AREA LAND USES

- *General Character*
  - Predominantly agriculture north, south, and west of airport, industrial uses east within Airport Industrial Park. Madera Municipal Golf Course borders airport to west
- *Runway Approaches*
  - Runway 12 (northwest): Agriculture, small number of houses on 5-acre lots
  - Runway 30 (southeast): Agriculture, residential just beyond approach
  - Runway 8 (west): Agriculture
  - Runway 26 (east): Undeveloped and agricultural uses, mobile home park

### STATUS OF COMMUNITY PLANS

- *County of Madera*
  - General Plan and General Plan Land Use Map adopted by Board of Supervisors October 24, 1995
- *City of Madera*
  - General Plan adopted by City Council October 7, 2009

### PLANNED AIRPORT AREA LAND USES

- *County of Madera*
  - Agriculture Exclusive south and west of airport
  - Agriculture, Rural Residential, and Light Industrial to north
  - Runway 12 approach (northwest): Agriculture Exclusive
  - Runway 8 approach (west): Agriculture Exclusive
- *City of Madera*
  - Other Public-Semi Public for most of airport
  - Industrial, Office, and Commercial east part of airport
  - Madera Municipal Golf Course directly west designated Open Space
  - Runways 8, 12, and 30 approaches (west, northwest and southeast): Open Space
  - Runway 26 approach (east): Resource Conservation/Agriculture
  - Within City Sphere of Influence (west, north and south): Village Reserve[1]

### ESTABLISHED AIRPORT COMPATIBILITY MEASURES

***County of Madera General Plan***

- County shall ensure residential land uses are separated and buffered from airports (Policy I.C.6)
- County shall support continued use of Madera and Chowchilla Municipal Airports as general purpose airports (Policy 2.F.1)
- County shall provide for adequate ground access to Madera and Chowchilla Municipal Airports in its transportation planning and improvements (Policy 2.F.2)
- County shall work with the ALUC in planning land uses around Madera and Chowchilla Municipal Airports to ensure protection of airport operations from urban encroachment (Policy 2.F.3)
- County shall prohibit development in existing Runway Protection Zones as identified in the ALUCP (Policy 2.F.4)
- County shall require discretionary approval of all new private landing strips and helicopter landing sites (Policy 2.F.5)
- County should support development of an eastern county mountain airport (Policy 2.F.6)
- County shall ensure that new development around airports does not create safety hazards such as lights from direct or reflective sources, smoke, electrical interference, hazardous chemicals, or fuel storage in violation of adopted safety standards (Policy 6.D.1)
- County shall limit land uses in airport safety zones to those uses listed in the applicable airport comprehensive land use plans (CLUPs) as compatible uses. Exceptions shall be made only as provided for in the CLUPs. Such uses shall also be regulated to ensure compatibility in terms of location, height, and noise (Policy 6.D.2)

***City of Madera General Plan***

- City supports Madera Municipal Airport in its role as an important part of the local commercial economy (Policy CI-40)
- City shall consider compatibility criteria in the ALUCP and Airport Master Plan in reviewing potential land uses or projects. Projects shall be approved only where consistency with compatibility criteria in the ALUCP can be demonstrated (Policy HS-31)
- Review projects to ensure consistency with ALUCP and Master Plan at earliest possible stage of planning/ entitlement process. A determination on consistency shall be made by the entity (City Council, Planning Commission, Staff) given authority to approve the project pursuant to the zoning ordinance (Action Item HS-31.1)
- Establish and maintain a geographic information system to identify all parcels within the airport influence area and establish a standard review checklist applicable to those projects which includes references to airport compatibility criteria (Action Item HD-31.2)
- City shall ensure that new development near Madera Airport is designed to protect public safety from airport operations consistent with recommendations and requirements of the ALUC, the FAA, and other responsible agencies. It shall be the City's intent to comply with all State laws related to airport land use planning (Policy HS-32)

*Source: Data compiled by Mintier Harnish. December 2014*

**Exhibit 5F**

# Airport Environs Information

**Madera Municipal Airport**

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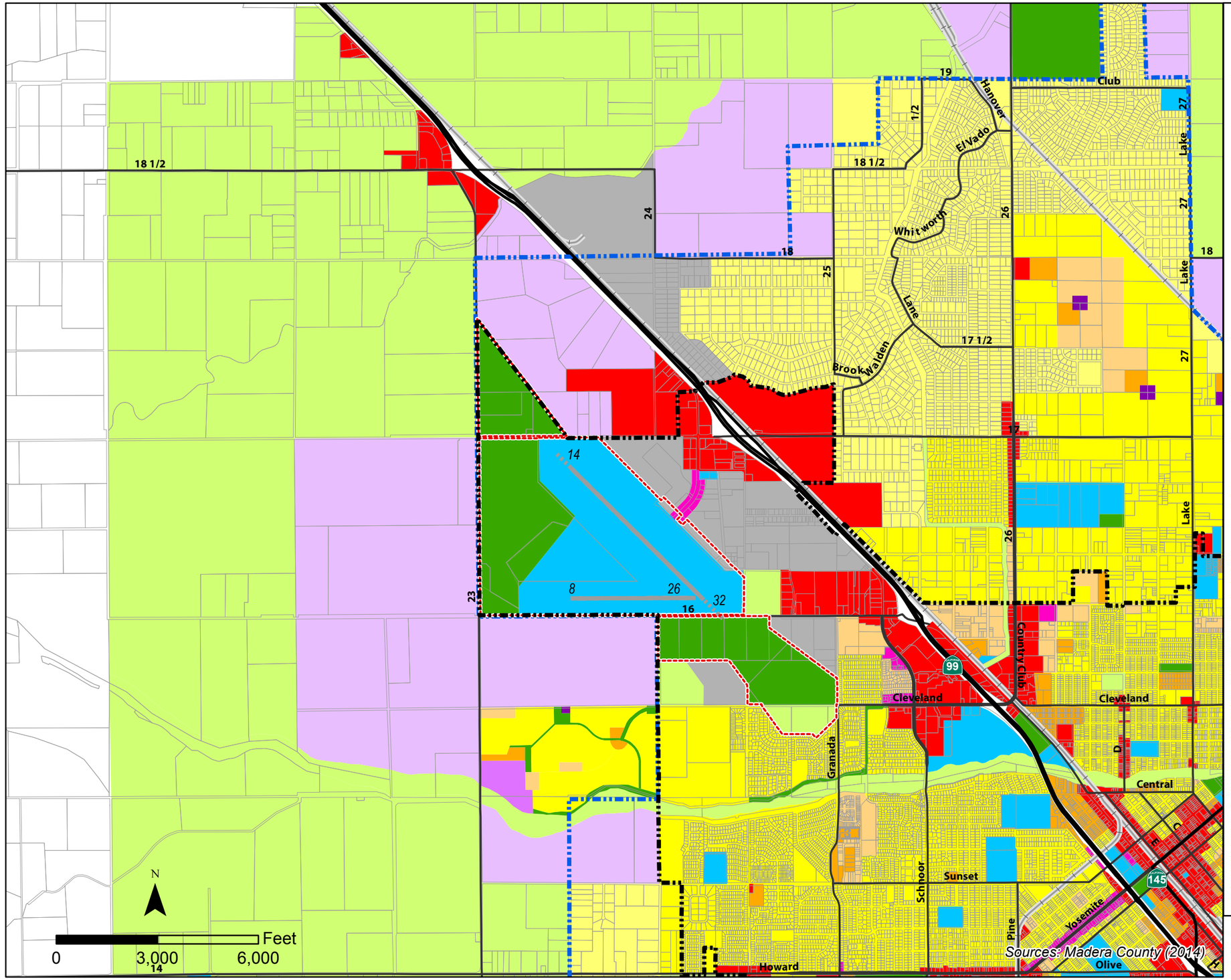



City of Madera
Madera Sphere of Influence
County Limits
Madera Municipal Airport
Highway
Railroad
Runway
Future Runway

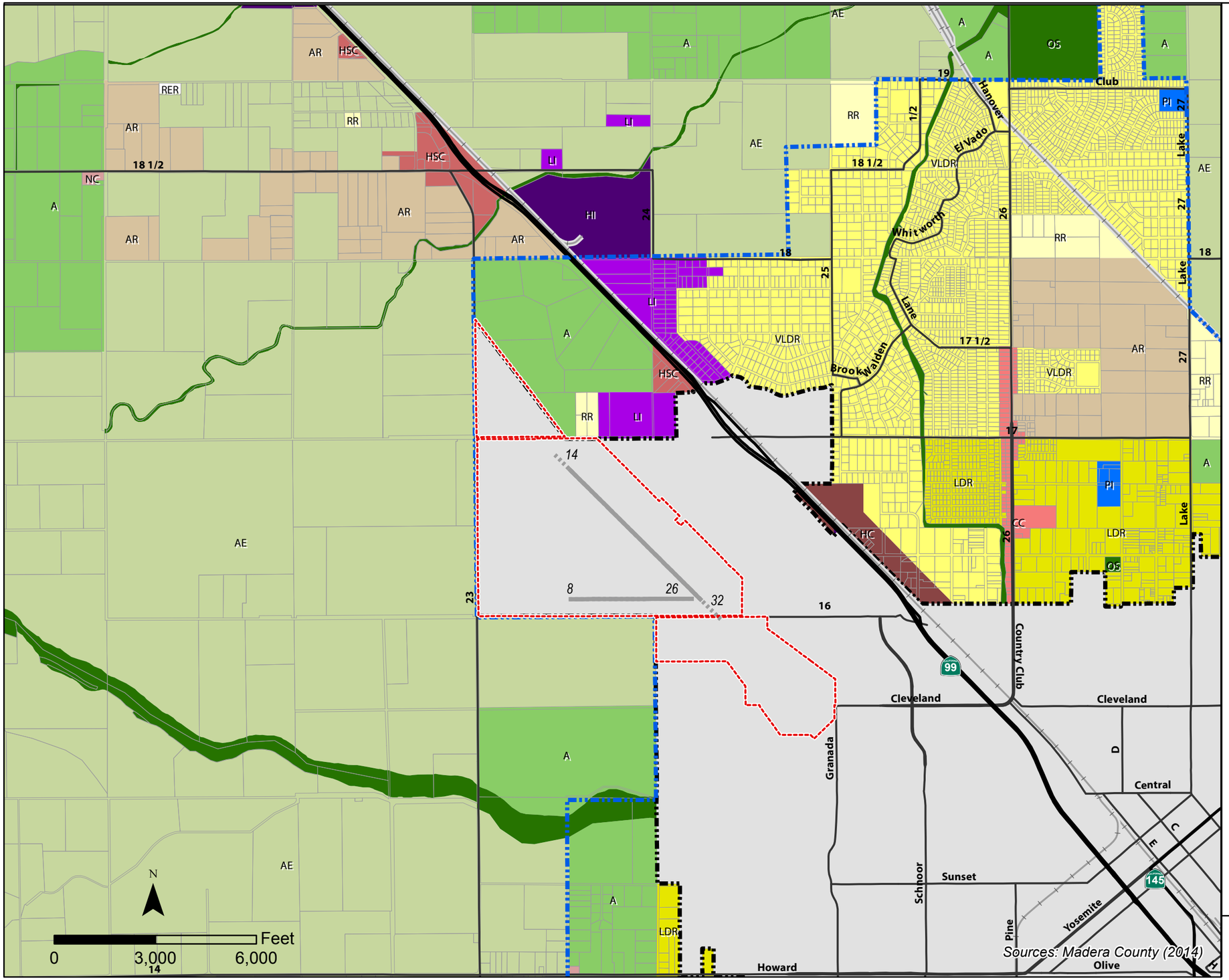
General Plan

Very Low Density Residential (0-2 units / gross acre)
Low Density Residential (2.1-7 units / gross acre)
Medium Density Residential (7.1-15 units / gross acre)
High Density Residential (15.1-50 units / gross acre)
Commercial (Max of 0.30 FAR)
Office (Max of 1.0 FAR)
Neighborhood Mixed Use (Flexible density and intensity)
Village Mixed Use (Flexible density and intensity)
Village Reserve (Flexible density and intensity)
Industrial (Max of 0.80 FAR)
Other Public and Semi-Public
Open Space
Resource Conservation/ Agriculture

***Madera Countywide***
***Airport Land Use Compatibility Plan***
(Adopted September 29, 2015)

**Exhibit 5G**

## City of Madera General Plan
**Madera Municipal Airport**




City of Madera
Madera Sphere of Influence
County Limits
Madera Municipal Airport
Highway
Railroads
Runway
Future Runway

General Plan Designation

- Agricultural Residential (2 units / parcel)
- Agriculture Exclusive (1-2 units / parcel, Max of 0.1 FAR)
- Agriculture (1-2 units / parcel, Max of 0.1 FAR)
- Open Space (Max of 0.05 units / gross acre, Max of 0.1 FAR)
- Neighborhood Commercial (Max of 0.4 FAR)
- Community Commercial (Max of 0.6 FAR)
- Highway Service Commercial (Max of 0.4 FAR)
- Heavy Commercial (Max of 0.4 FAR)
- Light Industrial (Max of 0.5 FAR)
- Heavy Industrial (Max of 0.5 FAR)
- Public Insitutional (Max of 0.9 FAR)
- Rural Residential (0-0.5 units / gross acre)
- Very Low Density Residential (0-2 units / gross acre)
- Low Density Residential (1-7.5 units / gross acre)

***Madera Countywide***
***Airport Land Use Compatibility Plan***
(Adopted September 29, 2015)

**Exhibit 5H**

## Madera County General Plan
**Madera Municipal Airport**

# Appendices

APPENDIX A

# State Laws Related to Airport Land Use Planning

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*(as of January 2015)*


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*Sections*

21670 – 21679.5 Airport Land Use Commission ..... A–3
(complete article)

21402 – 21403 Regulation of Aeronautics ..... A–16
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21655, 21658, 21659 Regulation of Obstructions ..... A–17
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21661.5, 21664.5 Regulation of Airports ..... A–19
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### Government Code

*Sections*

65302.3 Authority for and Scope of General Plans ..... A–20
(excerpts pertaining to general plans consistency with airport land use plans)

65943 – 65945.7 Application for Development Projects ..... A–21
(excerpts referenced in State Aeronautics Act)

66030 – 66031 Mediation and Resolution of Land Use Disputes ..... A–26
(excerpts applicable to ALUC decisions)

66455.9 School Site Review ..... A–28
(excerpts applicable to ALUCs)

### Education Code

*Sections*

17215 School Facilities, General Provisions ..... A–29
(excerpts pertaining to Department of Transportation review of elementary and secondary school sites)

81033 Community Colleges, School Sites ..... A–30
(excerpts pertaining to Department of Transportation review of community college sites)

## Public Resources Code

*Sections*

21096 California Environmental Quality Act, Airport Planning.....A–32
(excerpts pertaining to projects near airports)

## Business and Professions Code

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11010 Regulation of Real Estate Transactions, Subdivided Lands.....A–33
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## Civil Code

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1103 – 1103.4 Disclosure of Natural Hazards upon Transfer of Residential Property .....A–34

1353 Common Interest Developments.....A–38
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## Legislative History Summary

Airport Land Use Commission Statutes .....A–39

# *AERONAUTICS LAW*

## PUBLIC UTILITIES CODE
## Division 9—Aviation
## Part 1—State Aeronautics Act
## Chapter 4—Airports and Air Navigation Facilities
## Article 3.5—Airport Land Use Commission

### 21670. Creation; Membership; Selection

(a) The Legislature hereby finds and declares that:

(1) It is in the public interest to provide for the orderly development of each public use airport in this state and the area surrounding these airports so as to promote the overall goals and objectives of the California airport noise standards adopted pursuant to Section 21669 and to prevent the creation of new noise and safety problems.

(2) It is the purpose of this article to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

(b) In order to achieve the purposes of this article, every county in which there is located an airport which is served by a scheduled airline shall establish an airport land use commission. Every county, in which there is located an airport which is not served by a scheduled airline, but is operated for the benefit of the general public, shall establish an airport land use commission, except that the board of supervisors of the county may, after consultation with the appropriate airport operators and affected local entities and after a public hearing, adopt a resolution finding that there are no noise, public safety, or land use issues affecting any airport in the county which require the creation of a commission and declaring the county exempt from that requirement. The board shall, in this event, transmit a copy of the resolution to the Director of Transportation. For purposes of this section, "commission" means an airport land use commission. Each commission shall consist of seven members to be selected as follows:

(1) Two representing the cities in the county, appointed by a city selection committee comprised of the mayors of all the cities within that county, except that if there are any cities contiguous or adjacent to the qualifying airport, at least one representative shall be appointed therefrom. If there are no cities within a county, the number of representatives provided for by paragraphs (2) and (3) shall each be increased by one.

(2) Two representing the county, appointed by the board of supervisors.

(3) Two having expertise in aviation, appointed by a selection committee comprised of the managers of all of the public airports within that county.

(4) One representing the general public, appointed by the other six members of the commission.

(c) Public officers, whether elected or appointed, may be appointed and serve as members of the commission during their terms of public office.

(d) Each member shall promptly appoint a single proxy to represent him or her in commission affairs and to vote on all matters when the member is not in attendance. The proxy shall be designated in

a signed written instrument which shall be kept on file at the commission offices, and the proxy shall serve at the pleasure of the appointing member. A vacancy in the office of proxy shall be filled promptly by appointment of a new proxy.

(e) A person having an "expertise in aviation" means a person who, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports, or is an elected official of a local agency which owns or operates an airport.

(f) It is the intent of the Legislature to clarify that, for the purposes of this article that special districts, school districts and community college districts are included among the local agencies that are subject to airport land use laws and other requirements of this article.

## 21670.1. Action by Designated Body Instead of Commission

(a) Notwithstanding any other provision of this article, if the board of supervisors and the city selection committee of mayors in the county each makes a determination by a majority vote that proper land use planning can be accomplished through the actions of an appropriately designated body, then the body so designated shall assume the planning responsibilities of an airport land use commission as provided for in this article, and a commission need not be formed in that county.

(b) A body designated pursuant to subdivision (a) that does not include among its membership at least two members having expertise in aviation, as defined in subdivision (e) of Section 21670, shall, when acting in the capacity of an airport land use commission, be augmented so that body, as augmented, will have at least two members having that expertise. The commission shall be constituted pursuant to this section on and after March 1, 1988.

(c) (1) Notwithstanding subdivisions (a) and (b), and subdivision (b) of Section 21670, if the board of supervisors of a county and each affected city in that county each makes a determination that proper land use planning pursuant to this article can be accomplished pursuant to this subdivision, then a commission need not be formed in that county.

(2) If the board of supervisors of a county and each affected city makes a determination that proper land use planning may be accomplished and a commission is not formed pursuant to paragraph (1), that county and the appropriate affected cities having jurisdiction over an airport, subject to the review and approval by the Division of Aeronautics of the department, shall do all of the following:

(A) Adopt processes for the preparation, adoption, and amendment of the airport land use compatibility plan for each airport that is served by a scheduled airline or operated for the benefit of the general public.

(B) Adopt processes for the notification of the general public, landowners, interested groups, and other public agencies regarding the preparation, adoption, and amendment of the airport land use compatibility plans.

(C) Adopt processes for the mediation of disputes arising from the preparation, adoption, and amendment of the airport land use compatibility plans.

(D) Adopt processes for the amendment of general and specific plans to be consistent with the airport land use compatibility plans.

(E) Designate the agency that shall be responsible for the preparation, adoption, and amendment of each airport land use compatibility plan.

(3) The Division of Aeronautics of the department shall review the processes adopted pursuant to paragraph (2), and shall approve the processes if the division determines that the processes are consistent with the procedure required by this article and will do all of the following:

(A) Result in the preparation, adoption, and implementation of plans within a reasonable amount of time.

(B) Rely on the height, use, noise, safety, and density criteria that are compatible with airport operations, as established by this article, and referred to as the Airport Land Use Planning Handbook, published by the division, and any applicable federal aviation regulations, including, but not limited to, Part 77 (commencing with Section 77.1) of Title 14 of the Code of Federal Regulations.

(C) Provide adequate opportunities for notice to, review of, and comment by the general public, landowners, interested groups, and other public agencies.

(4) If the county does not comply with the requirements of paragraph (2) within 120 days, then the airport land use compatibility plan and amendments shall not be considered adopted pursuant to this article and a commission shall be established within 90 days of the determination of noncompliance by the division and an airport land use compatibility plan shall be adopted pursuant to this article within 90 days of the establishment of the commission.

(d) A commission need not be formed in a county that has contracted for the preparation of airport land use compatibility plans with the Division of Aeronautics under the California Aid to Airports Program (Chapter 4 (commencing with Section 4050) of Title 21 of the California Code of Regulations), Project Ker-VAR 90-1, and that submits all of the following information to the Division of Aeronautics for review and comment that the county and the cities affected by the airports within the county, as defined by the airport land use compatibility plans:

(1) Agree to adopt and implement the airport land use compatibility plans that have been developed under contract.

(2) Incorporated the height, use, noise, safety, and density criteria that are compatible with airport operations as established by this article, and referred to as the Airport Land Use Planning Handbook, published by the division, and any applicable federal aviation regulations, including, but not limited to, Part 77 (commencing with Section 77.1) of Title 14 of the Code of Federal Regulations as part of the general and specific plans for the county and for each affected city.

(3) If the county does not comply with this subdivision on or before May 1, 1995, then a commission shall be established in accordance with this article.

(e) (1) A commission need not be formed in a county if all of the following conditions are met:

(A) The county has only one public use airport that is owned by a city.

(B) (i) The county and the affected city adopt the elements in paragraph (2) of subdivision (d), as part of their general and specific plans for the county and the affected city.

(ii) The general and specific plans shall be submitted, upon adoption, to the Division of Aeronautics. If the county and the affected city do not submit the elements specified in paragraph (2) of subdivision (d), on or before May 1, 1996, then a commission shall be established in accordance with this article.

## 21670.2. Application to Counties Having over 4 Million in Population

(a) Sections 21670 and 21670.1 do not apply to the County of Los Angeles. In that county, the county regional planning commission has the responsibility for coordinating the airport planning of public

agencies within the county. In instances where impasses result relative to this planning, an appeal may be made to the county regional planning commission by any public agency involved. The action taken by the county regional planning commission on an appeal may be overruled by a four-fifths vote of the governing body of a public agency whose planning led to the appeal.

(b) By January 1, 1992, the county regional planning commission shall adopt the airport land use compatibility plans required pursuant to Section 21675.

(c) Sections 21675.1, 21675.2, and 21679.5 do not apply to the County of Los Angeles until January 1, 1992. If the airport land use compatibility plans required pursuant to Section 21675 are not adopted by the county regional planning commission by January 1, 1992, Sections 21675.1 and 21675.2 shall apply to the County of Los Angeles until the airport land use compatibility plans are adopted.

## 21670.3 San Diego County

(a) Sections 21670 and 21670.1 do not apply to the County of San Diego. In that county, the San Diego County Regional Airport Authority, as established pursuant to Section 170002, shall be responsible for the preparation, adoption, and amendment of an airport land use compatibility plan for each airport in San Diego County.

(b) The San Diego County Regional Airport Authority shall engage in a public collaborative planning process when preparing and updating an airport land use compatibility plan.

## 21670.4. Intercounty Airports

(a) As used in this section, "intercounty airport" means any airport bisected by a county line through its runways, runway protection zones, inner safety zones, inner turning zones, outer safety zones, or sideline safety zones, as defined by the department's Airport Land Use Planning Handbook and referenced in the airport land use compatibility plan formulated under Section 21675.

(b) It is the purpose of this section to provide the opportunity to establish a separate airport land use commission so that an intercounty airport may be served by a single airport land use planning agency, rather than having to look separately to the airport land use commissions of the affected counties.

(c) In addition to the airport land use commissions created under Section 21670 or the alternatives established under Section 21670.1, for their respective counties, the boards of supervisors and city selection committees for the affected counties, by independent majority vote of each county's two delegations, for any intercounty airport, may do either of the following:

(1) Establish a single separate airport land use commission for that airport. That commission shall consist of seven members to be selected as follows:

(A) One representing the cities in each of the counties, appointed by that county's city selection committee.

(B) One representing each of the counties, appointed by the board of supervisors of each county.

(C) One from each county having expertise in aviation, appointed by a selection committee comprised of the managers of all the public airports within that county.

(D) One representing the general public, appointed by the other six members of the commission.

(2) In accordance with subdivision (a) or (b) of Section 21670.1, designate an existing appropriate entity as that airport's land use commission.

## 21670.6. Court and Mediation Proceedings

Any action brought in the superior court relating to this article may be subject to mediation proceeding conducted pursuant to Chapter 9.3 (commencing with Section 66030) of Division I of Title 7 of the Government Code.

## 21671. Airports Owned by a City, District or County

In any county where there is an airport operated for the general public which is owned by a city or district in another county or by another county, one of the representatives provided by paragraph (1) of subdivision (b) of Section 21670 shall be appointed by the city selection committee of mayors of the cities of the county in which the owner of that airport is located, and one of the representatives provided by paragraph (2) of subdivision (b) of Section 21670 shall be appointed by the board of supervisors of the county in which the owner of that airport is located.

## 21671.5. Term of Office

(a) Except for the terms of office of the members of the first commission, the term of office of each member shall be four years and until the appointment and qualification of his or her successor. The members of the first commission shall classify themselves by lot so that the term of office of one member is one year, of two members is two years, of two members is three years, and of two members is four years. The body that originally appointed a member whose term has expired shall appoint his or her successor for a full term of four years. Any member may be removed at any time and without cause by the body appointing that member. The expiration date of the term of office of each member shall be the first Monday in May in the year in which that member's term is to expire. Any vacancy in the membership of the commission shall be filled for the unexpired term by appointment by the body which originally appointed the member whose office has become vacant. The chairperson of the commission shall be selected by the members thereof.

(b) Compensation, if any, shall be determined by the board of supervisors.

(c) Staff assistance, including the mailing of notices and the keeping of minutes and necessary quarters, equipment, and supplies, shall be provided by the county. The usual and necessary operating expenses of the commission shall be a county charge.

(d) Notwithstanding any other provisions of this article, the commission shall not employ any personnel either as employees or independent contractors without the prior approval of the board of supervisors.

(e) The commission shall meet at the call of the commission chairperson or at the request of the majority of the commission members. A majority of the commission members shall constitute a quorum for the transaction of business. No action shall be taken by the commission except by the recorded vote of a majority of the full membership.

(f) The commission may establish a schedule of fees necessary to comply with this article. Those fees shall be charged to the proponents of actions, regulations, or permits, shall not exceed the estimated reasonable cost of providing the service, and shall be imposed pursuant to Section 66016 of the Government Code. Except as provided in subdivision (g), after June 30, 1991, a commission that has not adopted the airport land use compatibility plan required by Section 21675 shall not charge fees pursuant to this subdivision until the commission adopts the plan.

(g) In any county that has undertaken by contract or otherwise completed airport land use compatibility plans for at least one-half of all public use airports in the county, the commission may continue to

charge fees necessary to comply with this article until June 30, 1992, and, if the airport land use compatibility plans are complete by that date, may continue charging fees after June 30, 1992. If the airport land use compatibility plans are not complete by June 30, 1992, the commission shall not charge fees pursuant to subdivision (f) until the commission adopts the land use plans.

## 21672. Rules and Regulations

Each commission shall adopt rules and regulations with respect to the temporary disqualification of its members from participating in the review or adoption of a proposal because of conflict of interest and with respect to appointment of substitute members in such cases.

## 21673. Initiation of Proceedings for Creation by Owner of Airport

In any county not having a commission or a body designated to carry out the responsibilities of a commission, any owner of a public airport may initiate proceedings for the creation of a commission by presenting a request to the board of supervisors that a commission be created and showing the need therefor to the satisfaction of the board of supervisors.

## 21674. Powers and Duties

The commission has the following powers and duties, subject to the limitations upon its jurisdiction set forth in Section 21676:

(a) To assist local agencies in ensuring compatible land uses in the vicinity of all new airports and in the vicinity of existing airports to the extent that the land in the vicinity of those airports is not already devoted to incompatible uses.

(b) To coordinate planning at the state, regional, and local levels so as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety, and welfare.

(c) To prepare and adopt an airport land use compatibility plan pursuant to Section 21675.

(d) To review the plans, regulations, and other actions of local agencies and airport operators pursuant to Section 21676.

(e) The powers of the commission shall in no way be construed to give the commission jurisdiction over the operation of any airport.

(f) In order to carry out its responsibilities, the commission may adopt rules and regulations consistent with this article.

## 21674.5. Training of Airport Land Use Commission's Staff

(a) The Department of Transportation shall develop and implement a program or programs to assist in the training and development of the staff of airport land use commissions, after consulting with airport land use commissions, cities, counties, and other appropriate public entities.

(b) The training and development program or programs are intended to assist the staff of airport land use commissions in addressing high priority needs, and may include, but need not be limited to, the following:

(1) The establishment of a process for the development and adoption of airport land use compatibility plans.

(2) The development of criteria for determining the airport influence area.

(3) The identification of essential elements that should be included in the airport land use compatibility plans.

(4) Appropriate criteria and procedures for reviewing proposed developments and determining whether proposed developments are compatible with the airport use.

(5) Any other organizational, operational, procedural, or technical responsibilities and functions that the department determines to be appropriate to provide to commission staff and for which it determines there is a need for staff training or development.

(c) The department may provide training and development programs for airport land use commission staff pursuant to this section by any means it deems appropriate. Those programs may be presented in any of the following ways:

(1) By offering formal courses or training programs.

(2) By sponsoring or assisting in the organization and sponsorship of conferences, seminars, or other similar events.

(3) By producing and making available written information.

(4) Any other feasible method of providing information and assisting in the training and development of airport land use commission staff.

## 21674.7. Airport Land Use Planning Handbook

(a) An airport land use commission that formulates, adopts or amends an airport land use compatibility plan shall be guided by information prepared and updated pursuant to Section 21674.5 and referred to as the Airport Land Use Planning Handbook published by the Division of Aeronautics of the Department of Transportation.

(b) It is the intent of the Legislature to discourage incompatible land uses near existing airports. Therefore, prior to granting permits for the renovation or remodeling of an existing building, structure, or facility, and before the construction of a new building, it is the intent of the Legislature that local agencies shall be guided by the height, use, noise, safety, and density criteria that are compatible with airport operations, as established by this article, and referred to as the Airport Land Use Planning Handbook, published by the division, and any applicable federal aviation regulations, including, but not limited to, Part 77 (commencing with Section 77.1) of Title 14 of the Code of Federal Regulations, to the extent that the criteria has been incorporated into the plan prepared by a commission pursuant to Section 21675. This subdivision does not limit the jurisdiction of a commission as established by this article. This subdivision does not limit the authority of local agencies to overrule commission actions or recommendations pursuant to Sections 21676, 21676.5, or 21677.

## 21675. Land Use Plan

(a) Each commission shall formulate an airport land use compatibility plan that will provide for the orderly growth of each public airport and the area surrounding the airport within the jurisdiction of the commission, and will safeguard the general welfare of the inhabitants within the vicinity of the airport and the public in general. The commission airport land use compatibility plan shall include and shall be based on a long-range master plan or an airport layout plan, as determined by the Division of Aeronautics of the Department of Transportation that reflects the anticipated growth of

the airport during at least the next 20 years. In formulating an airport land use compatibility plan, the commission may develop height restrictions on buildings, specify use of land, and determine building standards, including soundproofing adjacent to airports, within the airport influence area. The airport land use compatibility plan shall be reviewed as often as necessary in order to accomplish its purposes, but shall not be amended more than once in any calendar year.

(b) The commission shall include, within its airport land use compatibility plan formulated pursuant to subdivision (a), the area within the jurisdiction of the commission surrounding any military airport for all of the purposes specified in subdivision (a). The airport land use compatibility plan shall be consistent with the safety and noise standards in the Air Installation Compatible Use Zone prepared for that military airport. This subdivision does not give the commission any jurisdiction or authority over the territory or operations of any military airport.

(c) The airport influence area shall be established by the commission after hearing and consultation with the involved agencies.

(d) The commission shall submit to the Division of Aeronautics of the department one copy of the airport land use compatibility plan and each amendment to the plan.

(e) If an airport land use compatibility plan does not include the matters required to be included pursuant to this article, the Division of Aeronautics of the department shall notify the commission responsible for the plan.

## 21675.1. Adoption of Land Use Plan

(a) By June 30, 1991, each commission shall adopt the airport land use compatibility plan required pursuant to Section 21675, except that any county that has undertaken by contract or otherwise completed airport land use compatibility plans for at least one-half of all public use airports in the county, shall adopt that airport land use compatibility plan on or before June 30, 1992.

(b) Until a commission adopts an airport land use compatibility plan, a city or county shall first submit all actions, regulations, and permits within the vicinity of a public airport to the commission for review and approval. Before the commission approves or disapproves any actions, regulations, or permits, the commission shall give public notice in the same manner as the city or county is required to give for those actions, regulations, or permits. As used in this section, "vicinity" means land that will be included or reasonably could be included within the airport land use compatibility plan. If the commission has not designated an airport influence area for the airport land use compatibility plan, then "vicinity" means land within two miles of the boundary of a public airport.

(c) The commission may approve an action, regulation, or permit if it finds, based on substantial evidence in the record, all of the following:

(1) The commission is making substantial progress toward the completion of the airport land use compatibility plan.

(2) There is a reasonable probability that the action, regulation, or permit will be consistent with the airport land use compatibility plan being prepared by the commission.

(3) There is little or no probability of substantial detriment to or interference with the future adopted airport land use compatibility plan if the action, regulation, or permit is ultimately inconsistent with the airport land use compatibility plan.

(d) If the commission disapproves an action, regulation, or permit, the commission shall notify the city or county. The city or county may overrule the commission, by a two-thirds vote of its governing

body, if it makes specific findings that the proposed action, regulation, or permit is consistent with the purposes of this article, as stated in Section 21670.

(e) If a city or county overrules the commission pursuant to subdivision (d), that action shall not relieve the city or county from further compliance with this article after the commission adopts the airport land use compatibility plan.

(f) If a city or county overrules the commission pursuant to subdivision (d) with respect to a publicly owned airport that the city or county does not operate, the operator of the airport is not liable for damages to property or personal injury resulting from the city's or county's decision to proceed with the action, regulation, or permit.

(g) A commission may adopt rules and regulations that exempt any ministerial permit for single-family dwellings from the requirements of subdivision (b) if it makes the findings required pursuant to subdivision (c) for the proposed rules and regulations, except that the rules and regulations may not exempt either of the following:

(1) More than two single-family dwellings by the same applicant within a subdivision prior to June 30, 1991.

(2) Single-family dwellings in a subdivision where 25 percent or more of the parcels are undeveloped.

## 21675.2. Approval or Disapproval of Actions, Regulations, or Permits

(a) If a commission fails to act to approve or disapprove any actions, regulations, or permits within 60 days of receiving the request pursuant to Section 21675.1, the applicant or his or her representative may file an action pursuant to Section 1094.5 of the Code of Civil Procedure to compel the commission to act, and the court shall give the proceedings preference over all other actions or proceedings, except previously filed pending matters of the same character.

(b) The action, regulation, or permit shall be deemed approved only if the public notice required by this subdivision has occurred. If the applicant has provided seven days advance notice to the commission of the intent to provide public notice pursuant to this subdivision, then, not earlier than the date of the expiration of the time limit established by Section 21675.1, an applicant may provide the required public notice. If the applicant chooses to provide public notice, that notice shall include a description of the proposed action, regulation, or permit substantially similar to the descriptions which are commonly used in public notices by the commission, the location of any proposed development, the application number, the name and address of the commission, and a statement that the action, regulation, or permit shall be deemed approved if the commission has not acted within 60 days. If the applicant has provided the public notice specified in this subdivision, the time limit for action by the commission shall be extended to 60 days after the public notice is provided. If the applicant provides notice pursuant to this section, the commission shall refund to the applicant any fees which were collected for providing notice and which were not used for that purpose.

(c) Failure of an applicant to submit complete or adequate information pursuant to Sections 65943 to 65946, inclusive, of the Government Code, may constitute grounds for disapproval of actions, regulations, or permits.

(d) Nothing in this section diminishes the commission's legal responsibility to provide, where applicable, public notice and hearing before acting on an action, regulation, or permit.

## 21676. Review of Local General Plans

(a) Each local agency whose general plan includes areas covered by an airport land use compatibility plan shall, by July 1, 1983, submit a copy of its plan or specific plans to the airport land use commission. The commission shall determine by August 31, 1983, whether the plan or plans are consistent or inconsistent with the airport land use compatibility plan. If the plan or plans are inconsistent with the airport land use compatibility plan, the local agency shall be notified and that local agency shall have another hearing to reconsider its airport land use compatibility plans. The local agency may propose to overrule the commission after the hearing by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the local agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the local agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the local agency governing body may act without them. The comments by the division or the commission are advisory to the local agency governing body. The local agency governing body shall include comments from the commission and the division in the final record of any final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.

(b) Prior to the amendment of a general plan or specific plan, or the adoption or approval of a zoning ordinance or building regulation within the planning boundary established by the airport land use commission pursuant to Section 21675, the local agency shall first refer the proposed action to the commission. If the commission determines that the proposed action is inconsistent with the commission's plan, the referring agency shall be notified. The local agency may, after a public hearing, propose to overrule the commission by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the local agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the local agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the local agency governing body may act without them. The comments by the division or the commission are advisory to the local agency governing body. The local agency governing body shall include comments from the commission and the division in the public record of any final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.

(c) Each public agency owning any airport within the boundaries of an airport land use compatibility plan shall, prior to modification of its airport master plan, refer any proposed change to the airport land use commission. If the commission determines that the proposed action is inconsistent with the commission's plan, the referring agency shall be notified. The public agency may, after a public hearing, propose to overrule the commission by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the public agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the public agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the public agency governing body may act without them. The comments by the division or the commission are advisory to the public agency governing body. The public agency governing body shall include comments from the commission

and the division in the final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.

(d) Each commission determination pursuant to subdivision (b) or (c) shall be made within 60 days from the date of referral of the proposed action. If a commission fails to make the determination within that period, the proposed action shall be deemed consistent with the airport land use compatibility plan.

## 21676.5. Review of Local Plans

(a) If the commission finds that a local agency has not revised its general plan or specific plan or overruled the commission by a two-thirds vote of its governing body after making specific findings that the proposed action is consistent with the purposes of this article as stated in Section 21670, the commission may require that the local agency submit all subsequent actions, regulations, and permits to the commission for review until its general plan or specific plan is revised or the specific findings are made. If, in the determination of the commission, an action, regulation, or permit of the local agency is inconsistent with the airport land use compatibility plan, the local agency shall be notified and that local agency shall hold a hearing to reconsider its plan. The local agency may propose to overrule the commission after the hearing by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article as stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the local agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the local agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the local agency governing body may act without them. The comments by the division or the commission are advisory to the local agency governing body. The local agency governing body shall include comments from the commission and the division in the final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.

(b) Whenever the local agency has revised its general plan or specific plan or has overruled the commission pursuant to subdivision (a), the proposed action of the local agency shall not be subject to further commission review, unless the commission and the local agency agree that individual projects shall be reviewed by the commission.

## 21677. Marin County Override Provisions

Notwithstanding the two-thirds vote required by Section 21676, any public agency in the County of Marin may overrule the Marin County Airport Land Use Commission by a majority vote of its governing body. At least 45 days prior to the decision to overrule the commission, the public agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the public agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the public agency governing body may act without them. The comments by the division or the commission are advisory to the public agency governing body. The public agency governing body shall include comments from the commission and the division in the public record of the final decision to overrule the commission, which may be adopted by a majority vote of the governing body.

## 21678. Airport Owner's Immunity

With respect to a publicly owned airport that a public agency does not operate, if the public agency pursuant to Section 21676, 21676.5, or 21677 overrules a commission's action or recommendation, the operator of the airport shall be immune from liability for damages to property or personal injury caused by or resulting directly or indirectly from the public agency's decision to overrule the commission's action or recommendation.

## 21679. Court Review

(a) In any county in which there is no airport land use commission or other body designated to assume the responsibilities of an airport land use commission, or in which the commission or other designated body has not adopted an airport land use compatibility plan, an interested party may initiate proceedings in a court of competent jurisdiction to postpone the effective date of a zoning change, a zoning variance, the issuance of a permit, or the adoption of a regulation by a local agency, that directly affects the use of land within one mile of the boundary of a public airport within the county.

(b) The court may issue an injunction that postpones the effective date of the zoning change, zoning variance, permit, or regulation until the governing body of the local agency that took the action does one of the following:

  (1) In the case of an action that is a legislative act, adopts a resolution declaring that the proposed action is consistent with the purposes of this article stated in Section 21670.

  (2) In the case of an action that is not a legislative act, adopts a resolution making findings based on substantial evidence in the record that the proposed action is consistent with the purposes of this article stated in Section 21670.

  (3) Rescinds the action.

  (4) Amends its action to make it consistent with the purposes of this article stated in Section 21670, and complies with either paragraph (1) or (2), whichever is applicable.

(c) The court shall not issue an injunction pursuant to subdivision (b) if the local agency that took the action demonstrates that the general plan and any applicable specific plan of the agency accomplishes the purposes of an airport land use compatibility plan as provided in Section 21675.

(d) An action brought pursuant to subdivision (a) shall be commenced within 30 days of the decision or within the appropriate time periods set by Section 21167 of the Public Resources Code, whichever is longer.

(e) If the governing body of the local agency adopts a resolution pursuant to subdivision (b) with respect to a publicly owned airport that the local agency does not operate, the operator of the airport shall be immune from liability for damages to property or personal injury from the local agency's decision to proceed with the zoning change, zoning variance, permit, or regulation.

(f) As used in this section, "interested party" means any owner of land within two miles of the boundary of the airport or any organization with a demonstrated interest in airport safety and efficiency.

## 21679.5. Deferral of Court Review

(a) Until June 30, 1991, no action pursuant to Section 21679 to postpone the effective date of a zoning change, a zoning variance, the issuance of a permit, or the adoption of a regulation by a local agency,

directly affecting the use of land within one mile of the boundary of a public airport, shall be commenced in any county in which the commission or other designated body has not adopted an airport land use compatibility plan, but is making substantial progress toward the completion of the airport land use compatibility plan.

(b) If a commission has been prevented from adopting the airport land use compatibility plan by June 30, 1991, or if the adopted airport land use compatibility plan could not become effective, because of a lawsuit involving the adoption of the airport land use compatibility plan, the June 30, 1991 date in subdivision (a) shall be extended by the period of time during which the lawsuit was pending in a court of competent jurisdiction.

(c) Any action pursuant to Section 21679 commenced prior to January 1, 1990, in a county in which the commission or other designated body has not adopted an airport land use compatibility plan, but is making substantial progress toward the completion of the airport land use compatibility plan, which has not proceeded to final judgment, shall be held in abeyance until June 30, 1991. If the commission or other designated body adopts an airport land use compatibility plan on or before June 30, 1991, the action shall be dismissed. If the commission or other designated body does not adopt an airport land use compatibility plan on or before June 30, 1991, the plaintiff or plaintiffs may proceed with the action.

(d) An action to postpone the effective date of a zoning change, a zoning variance, the issuance of a permit, or the adoption of a regulation by a local agency, directly affecting the use of land within one mile of the boundary of a public airport for which an airport land use compatibility plan has not been adopted by June 30, 1991, shall be commenced within 30 days of June 30, 1991, or within 30 days of the decision by the local agency, or within the appropriate time periods set by Section 21167 of the Public Resources Code, whichever date is later.

# *AERONAUTICS LAW*

## PUBLIC UTILITIES CODE

## Division 9, Part 1

## Chapter 3—Regulation of Aeronautics

***(excerpts)***

### 21402. Ownership; Prohibited Use of Airspace

The ownership of the space above the land and waters of this State is vested in the several owners of the surface beneath, subject to the right of flight described in Section 21403. No use shall be made of such airspace which would interfere with such right of flight; provided that any use of property in conformity with an original zone of approach of an airport shall not be rendered unlawful by reason of a change in such zone of approach.

### 21403. Lawful Flight; Flight Within Airport Approach Zone

(a) Flight in aircraft over the land and waters of this state is lawful, unless at altitudes below those prescribed by federal authority, or unless conducted so as to be imminently dangerous to persons or property lawfully on the land or water beneath. The landing of an aircraft on the land or waters of another, without his or her consent, is unlawful except in the case of a forced landing or pursuant to Section 21662.1. The owner, lessee, or operator of the aircraft is liable, as provided by law, for damages caused by a forced landing.

(b) The landing, takeoff, or taxiing of an aircraft on a public freeway, highway, road, or street is unlawful except in the following cases:

(1) A forced landing.

(2) A landing during a natural disaster or other public emergency if the landing has received prior approval from the public agency having primary jurisdiction over traffic upon the freeway, highway, road, or street.

(3) When the landing, takeoff, or taxiing has received prior approval from the public agency having primary jurisdiction over traffic upon the freeway, highway, road or street.

The prosecution bears the burden of proving that none of the exceptions apply to the act which is alleged to be unlawful.

(c) The right of flight in aircraft includes the right of safe access to public airports, which includes the right of flight within the zone of approach of any public airport without restriction or hazard. The zone of approach of an airport shall conform to the specifications of Part 77 of the Federal Aviation Regulations of the Federal Aviation Administration, Department of Transportation.

# *AERONAUTICS LAW*

## PUBLIC UTILITIES CODE
## Division 9, Part 1
## Chapter 4—Airports and Air Navigation Facilities
## Article 2.7—Regulation of Obstructions
## *(excerpts)*

### 21655. Proposed Site for Construction of State Building Within Two Miles of Airport Boundary

Notwithstanding any other provision of law, if the proposed site of any state building or other enclosure is within two miles, measured by air line, of that point on an airport runway, or runway proposed by an airport master plan, which is nearest the site, the state agency or office which proposes to construct the building or other enclosure shall, before acquiring title to property for the new state building or other enclosure site or for an addition to a present site, notify the Department of Transportation, in writing, of the proposed acquisition. The department shall investigate the proposed site and, within 30 working days after receipt of the notice, shall submit to the state agency or office which proposes to construct the building or other enclosure a written report of the investigation and its recommendations concerning acquisition of the site.

If the report of the department does not favor acquisition of the site, no state funds shall be expended for the acquisition of the new state building or other enclosure site, or the expansion of the present site, or for the construction of the state building or other enclosure, provided that the provisions of this section shall not affect title to real property once it is acquired.

### 21658. Construction of Utility Pole or Line in Vicinity of Aircraft Landing Area

No public utility shall construct any pole, pole line, distribution or transmission tower, or tower line, or substation structure in the vicinity of the exterior boundary of an aircraft landing area of any airport open to public use, in a location with respect to the airport and at a height so as to constitute an obstruction to air navigation, as an obstruction is defined in accordance with Part 77 of the Federal Aviation Regulations, Federal Aviation Administration, or any corresponding rules or regulations of the Federal Aviation Administration, unless the Federal Aviation Administration has determined that the pole, line, tower, or structure does not constitute a hazard to air navigation. This section shall not apply to existing poles, lines, towers, or structures or to the repair, replacement, or reconstruction thereof if the original height is not materially exceeded and this section shall not apply unless just compensation shall have first been paid to the public utility by the owner of any airport for any property or property rights which would be taken or damaged hereby.

### 21659. Hazards Near Airports Prohibited

(a) No person shall construct or alter any structure or permit any natural growth to grow at a height which exceeds the obstruction standards set forth in the regulations of the Federal Aviation Administration relating to objects affecting navigable airspace contained in Title 14 of the Code of Federal Regulations, Part 77, Subpart C, unless a permit allowing the construction, alteration, or growth is issued by the department.

(b) The permit is not required if the Federal Aviation Administration has determined that the construction, alteration, or growth does not constitute a hazard to air navigation or would not create an unsafe condition for air navigation. Subdivision (a) does not apply to a pole, pole line, distribution or transmission tower, or tower line or substation of a public utility.

(c) Section 21658 is applicable to subdivision (b).

# *AERONAUTICS LAW*

## PUBLIC UTILITIES CODE
## Division 9, Part 1, Chapter 4
## Article 3—Regulation of Airports
## *(excerpts)*

### 21661.5. City Council or Board of Supervisors and ALUC Approvals

(a) No political subdivision, any of its officers or employees, or any person may submit any application for the construction of a new airport to any local, regional, state, or federal agency unless the plan for construction is first approved by the board of supervisors of the county, or the city council of the city, in which the airport is to be located and unless the plan is submitted to the appropriate commission exercising powers pursuant to Article 3.5 (commencing with Section 21670) of Chapter 4 of Part 1 of Division 9, and acted upon by that commission in accordance with the provisions of that article.

(b) A county board of supervisors or a city council may, pursuant to Section 65100 of the Government Code, delegate its responsibility under this section for the approval of a plan for construction of new helicopter landing and takeoff areas, to the county or city planning agency.

### 21664.5. Amended Airport Permits; Airport Expansion Defined

(a) An amended airport permit shall be required for every expansion of an existing airport. An applicant for an amended airport permit shall comply with each requirement of this article pertaining to permits for new airports. The department may by regulation provide for exemptions from the operation of this section pursuant to Section 21661, except that no exemption shall be made limiting the applicability of subdivision (e) of Section 21666, pertaining to environmental considerations, including the requirement for public hearings in connection therewith.

(b) As used in this section, "airport expansion" includes any of the following:

(1) The acquisition of runway protection zones, as defined in Federal Aviation Administration Advisory Circular 150/1500-13, or of any interest in land for the purpose of any other expansion as set forth in this section.

(2) The construction of a new runway.

(3) The extension or realignment of an existing runway.

(4) Any other expansion of the airport's physical facilities for the purpose of accomplishing or which are related to the purpose of paragraph (1), (2), or (3).

(c) This section does not apply to any expansion of an existing airport if the expansion commenced on or prior to the effective date of this section and the expansion met the approval, on or prior to that effective date, of each governmental agency that required the approval by law.

# *PLANNING AND ZONING LAW*

## GOVERNMENT CODE
## Title 7—Planning and Land Use
## Division 1—Planning and Zoning
## Chapter 3—Local Planning
## Article 5—Authority for and Scope of General Plans
## *(excerpts)*

### 65302.3. General and Applicable Specific Plans; Consistency with Airport Land Use Plans; Amendment; Nonconcurrence Findings

(a) The general plan, and any applicable specific plan prepared pursuant to Article 8 (commencing with Section 65450), shall be consistent with the plan adopted or amended pursuant to Section 21675 of the Public Utilities Code.

(b) The general plan, and any applicable specific plan, shall be amended, as necessary, within 180 days of any amendment to the plan required under Section 21675 of the Public Utilities Code.

(c) If the legislative body does not concur with any provision of the plan required under Section 21675 of the Public Utilities Code, it may satisfy the provisions of this section by adopting findings pursuant to Section 21676 of the Public Utilities Code.

(d) In each county where an airport land use commission does not exist, but where there is a military airport, the general plan, and any applicable specific plan prepared pursuant to Article 8 (commencing with Section 65450), shall be consistent with the safety and noise standards in the Air Installation Compatible Use Zone prepared for that military airport.

# *PLANNING AND ZONING LAW*

## GOVERNMENT CODE
## Title 7, Division 1
## Chapter 4.5—Review and Approval of Development Projects
## Article 3—Application for Development Projects
## *(excerpts)*

*Note: The following government code sections are referenced in Section 21675.2(c) of the ALUC statutes.*

### 65943. Completeness of Application; Determination; Time; Specification of Parts not Complete and Manner of Completion

(a) Not later than 30 calendar days after any public agency has received an application for a development project, the agency shall determine in writing whether the application is complete and shall immediately transmit the determination to the applicant for the development project. If the written determination is not made within 30 days after receipt of the application, and the application includes a statement that it is an application for a development permit, the application shall be deemed complete for purposes of this chapter. Upon receipt of any resubmittal of the application, a new 30-day period shall begin, during which the public agency shall determine the completeness of the application. If the application is determined not to be complete, the agency's determination shall specify those parts of the application which are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information needed to complete the application. The applicant shall submit materials to the public agency in response to the list and description.

(b) Not later than 30 calendar days after receipt of the submitted materials, the public agency shall determine in writing whether they are complete and shall immediately transmit that determination to the applicant. If the written determination is not made within that 30-day period, the application together with the submitted materials shall be deemed complete for purposes of this chapter.

(c) If the application together with the submitted materials are determined not to be complete pursuant to subdivision (b), the public agency shall provide a process for the applicant to appeal that decision in writing to the governing body of the agency or, if there is no governing body, to the director of the agency, as provided by that agency. A city or county shall provide that the right of appeal is to the governing body or, at their option, the planning commission, or both.

There shall be a final written determination by the agency on the appeal not later than 60 calendar days after receipt of the applicant's written appeal. The fact that an appeal is permitted to both the planning commission and to the governing body does not extend the 60-day period. Notwithstanding a decision pursuant to subdivision (b) that the application and submitted materials are not complete, if the final written determination on the appeal is not made within that 60-day period, the application with the submitted materials shall be deemed complete for the purposes of this chapter.

(d) Nothing in this section precludes an applicant and a public agency from mutually agreeing to an extension of any time limit provided by this section.

(e) A public agency may charge applicants a fee not to exceed the amount reasonably necessary to provide the service required by this section. If a fee is charged pursuant to this section, the fee shall be collected as part of the application fee charged for the development permit.

## 65943.5.

(a) Notwithstanding any other provision of this chapter, any appeal pursuant to subdivision (c) of Section 65943 involving a permit application to a board, office, or department within the California Environmental Protection Agency shall be made to the Secretary for Environmental Protection.

(b) Notwithstanding any other provision of this chapter, any appeal pursuant to subdivision (c) of Section 65943 involving an application for the issuance of an environmental permit from an environmental agency shall be made to the Secretary for Environmental Protection under either of the following circumstances:

(1) The environmental agency has not adopted an appeals process pursuant to subdivision (c) of Section 65943.

(2) The environmental agency declines to accept an appeal for a decision pursuant to subdivision (c) of Section 65943.

(c) For purposes of subdivision (b), "environmental permit" has the same meaning as defined in Section 72012 of the Public Resources Code, and "environmental agency" has the same meaning as defined in Section 71011 of the Public Resources Code, except that "environmental agency" does not include the agencies described in subdivisions (c) and (h) of Section 71011 of the Public Resources Code.

## 65944. Acceptance of Application as Complete; Requests for Additional Information; Restrictions; Clarification, Amplification, Correction, etc; Prior to Notice of Necessary Information

(a) After a public agency accepts an application as complete, the agency shall not subsequently request of an applicant any new or additional information which was not specified in the list prepared pursuant to Section 65940. The agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.

(b) The provisions of subdivision (a) shall not be construed as requiring an applicant to submit with his or her initial application the entirety of the information which a public agency may require in order to take final action on the application. Prior to accepting an application, each public agency shall inform the applicant of any information included in the list prepared pursuant to Section 65940 which will subsequently be required from the applicant in order to complete final action on the application.

(c) This section shall not be construed as limiting the ability of a public agency to request and obtain information which may be needed in order to comply with the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code.

(d) (1) After a public agency accepts an application as complete, and if the project applicant has identified that the proposed project is located within 1,000 feet of a military installation or within special use airspace or beneath a low-level flight path in accordance with Section 65940, the public agency shall provide a copy of the complete application to any branch of the United States Armed Forces that has provided the Office of Planning and Research with a single California mailing address within the state for the delivery of a copy of these applications. This

subdivision shall apply only to development applications submitted to a public agency 30 days after the Office of Planning and Research has notified cities, counties, and cities and counties of the availability of Department of Defense information on the Internet pursuant to subdivision (d) of Section 65940.

(2) Except for a project within 1,000 feet of a military installation, the public agency is not required to provide a copy of the application if the project is located entirely in an "urbanized area." An urbanized area is any urban location that meets the definition used by the United State Department of Commerce's Bureau of Census for "urban" and includes locations with core census block groups containing at least 1,000 people per square mile and surrounding census block groups containing at least 500 people per square mile.

(e) Upon receipt of a copy of the application as required in subdivision (d), any branch of the United States Armed Forces may request consultation with the public agency and the project applicant to discuss the effects of the proposed project on military installations, low-level flight paths, or special use airspace, and potential alternatives and mitigation measures.

(f) (1) Subdivisions (d), (e), and (f) as these relate to low-level flight paths, special use airspace, and urbanized areas shall not be operative until the United States Department of Defense provides electronic maps of low-level flight paths, special use airspace, and military installations, at a scale and in an electronic format that is acceptable to the Office of Planning and Research.

(2) Within 30 days of a determination by the Office of Planning and Research that the information provided by the Department of Defense is sufficient and in an acceptable scale and format, the office shall notify cities, counties, and cities and counties of the availability of the information on the Internet. Cities, counties, and cities and counties shall comply with subdivision (d) within 30 days of receiving this notice from the office.

## 65945. Notice of Proposal to Adopt or Amend Certain Plans or Ordinances by City or County, Fee; Subscription to Periodically Updated Notice as Alternative, Fee

(a) At the time of filing an application for a development permit with a city or county, the city or county shall inform the applicant that he or she may make a written request to receive notice from the city or county of a proposal to adopt or amend any of the following plans or ordinances:

(1) A general plan.

(2) A specific plan.

(3) A zoning ordinance.

(4) An ordinance affecting building permits or grading permits.

The applicant shall specify, in the written request, the types of proposed action for which notice is requested. Prior to taking any of those actions, the city or county shall give notice to any applicant who has requested notice of the type of action proposed and whose development project is pending before the city or county if the city or county determines that the proposal is reasonably related to the applicant's request for the development permit. Notice shall be given only for those types of actions which the applicant specifies in the request for notification.

The city or county may charge the applicant for a development permit, to whom notice is provided pursuant to this subdivision, a reasonable fee not to exceed the actual cost of providing that notice. If a fee is charged pursuant to this subdivision, the fee shall be collected as part of the application fee charged for the development permit.

(b) As an alternative to the notification procedure prescribed by subdivision (a), a city or county may inform the applicant at the time of filing an application for a development permit that he or she may subscribe to a periodically updated notice or set of notices from the city or county which lists pending proposals to adopt or amend any of the plans or ordinances specified in subdivision (a), together with the status of the proposal and the date of any hearings thereon which have been set.

Only those proposals which are general, as opposed to parcel-specific in nature, and which the city or county determines are reasonably related to requests for development permits, need be listed in the notice. No proposals shall be required to be listed until such time as the first public hearing thereon has been set. The notice shall be updated and mailed at least once every six weeks; except that a notice need not be updated and mailed until a change in its contents is required.

The city or county may charge the applicant for a development permit, to whom notice is provided pursuant to this subdivision, a reasonable fee not to exceed the actual cost of providing that notice, including the costs of updating the notice, for the length of time the applicant requests to be sent the notice or notices.

## 65945.3. Notice of Proposal to Adopt or Amend Rules or Regulations Affecting Issuance of Permits by Local Agency other than City or County; Fee

At the time of filing an application for a development permit with a local agency, other than a city or county, the local agency shall inform the applicant that he or she may make a written request to receive notice of any proposal to adopt or amend a rule or regulation affecting the issuance of development permits.

Prior to adopting or amending any such rule or regulation, the local agency shall give notice to any applicant who has requested such notice and whose development project is pending before the agency if the local agency determines that the proposal is reasonably related to the applicant's request for the development permit.

The local agency may charge the applicant for a development permit, to whom notice is provided pursuant to this section, a reasonable fee not to exceed the actual cost of providing that notice. If a fee is charged pursuant to this section, the fee shall be collected as part of the application fee charged for the development permit.

## 65945.5. Notice of Proposal to Adopt or Amend Regulation Affecting Issuance of Permits and Which Implements Statutory Provision by State Agency

At the time of filing an application for a development permit with a state agency, the state agency shall inform the applicant that he or she may make a written request to receive notice of any proposal to adopt or amend a regulation affecting the issuance of development permits and which implements a statutory provision.

Prior to adopting or amending any such regulation, the state agency shall give notice to any applicant who has requested such notice and whose development project is pending before the state agency if the state agency determines that the proposal is reasonably related to the applicant's request for the development permit.

## 65945.7. Actions, Inactions, or Recommendations Regarding Ordinances, Rules or Regulations; Invalidity or Setting Aside Ground of Error Only if Prejudicial

No action, inaction, or recommendation regarding any ordinance, rule, or regulation subject to this Section 65945, 65945.3, or 65945.5 by any legislative body, administrative body, or the officials of any state or local agency shall be held void or invalid or be set aside by any court on the ground of any error, irregularity, informality, neglect or omission (hereinafter called "error") as to any matter pertaining to notices, records, determinations, publications, or any matters of procedure whatever, unless after an examination of the entire case, including evidence, the court shall be of the opinion that the error complained of was prejudicial, and that by reason of such error the party complaining or appealing sustained and suffered substantial injury, and that a different result would have been probable if such error had not occurred or existed. There shall be no presumption that error is prejudicial or that injury was done if error is shown.

## 65946. [Replaced by AB2351 Statutes of 1993]

# *PLANNING AND ZONING LAW*

## GOVERNMENT CODE

## Title 7, Division 1

## Chapter 9.3—Mediation and Resolution of Land Use Disputes

## *(excerpts)*

### 66030.

(a) The Legislature finds and declares all of the following:

(1) Current law provides that aggrieved agencies, project proponents, and affected residents may bring suit against the land use decisions of state and local governmental agencies. In practical terms, nearly anyone can sue once a project has been approved.

(2) Contention often arises over projects involving local general plans and zoning, redevelopment plans, the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code), development impact fees, annexations and incorporations, and the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920)).

(3) When a public agency approves a development project that is not in accordance with the law, or when the prerogative to bring suit is abused, lawsuits can delay development, add uncertainty and cost to the development process, make housing more expensive, and damage California's competitiveness. This litigation begins in the superior court, and often progresses on appeal to the Court of Appeal and the Supreme Court, adding to the workload of the state's already overburdened judicial system.

(b) It is, therefore, the intent of the Legislature to help litigants resolve their differences by establishing formal mediation processes for land use disputes. In establishing these mediation processes, it is not the intent of the Legislature to interfere with the ability of litigants to pursue remedies through the courts.

### 66031.

(a) Notwithstanding any other provision of law, any action brought in the superior court relating to any of the following subjects may be subject to a mediation proceeding conducted pursuant to this chapter:

(1) The approval or denial by a public agency of any development project.

(2) Any act or decision of a public agency made pursuant to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(3) The failure of a public agency to meet the time limits specified in Chapter 4.5 (commencing with Section 65920), commonly known as the Permit Streamlining Act, or in the Subdivision Map Act (Division 2 (commencing with Section 66410)).

(4) Fees determined pursuant to Chapter 6 (commencing with Section 17620) of Division 1 of Part 10.5 of the Education Code or Chapter 4.9 (commencing with Section 65995).

(5) Fees determined pursuant to the Mitigation Fee Act (Chapter 5 (commencing with Section 66000) ), Chapter 6 (commencing with Section 66010), Chapter 7 (commencing with Section

66012), Chapter 8 (commencing with Section 66016), and Chapter 9 (commencing with Section 66020)).

(6) The adequacy of a general plan or specific plan adopted pursuant to Chapter 3 (commencing with Section 65100).

(7) The validity of any sphere of influence, urban service area, change of organization or reorganization, or any other decision made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5).

(8) The adoption or amendment of a redevelopment plan pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

(9) The validity of any zoning decision made pursuant to Chapter 4 (commencing with Section 65800).

(10) The validity of any decision made pursuant to Article 3.5 (commencing with Section 21670) of Chapter 4 of Part 1 of Division 9 of the Public Utilities Code.

(b) Within five days after the deadline for the respondent or defendant to file its reply to an action, the court may invite the parties to consider resolving their dispute by selecting a mutually acceptable person to serve as a mediator, or an organization or agency to provide a mediator.

(c) In selecting a person to serve as a mediator, or an organization or agency to provide a mediator, the parties shall consider the following:

(1) The council of governments having jurisdiction in the county where the dispute arose.

(2) Any subregional or countywide council of governments in the county where the dispute arose.

(3) Any other person with experience or training in mediation including those with experience in land use issues, or any other organization or agency which can provide a person with experience or training in mediation, including those with experience in land use issues.

(d) If the court invites the parties to consider mediation, the parties shall notify the court within 30 days if they have selected a mutually acceptable person to serve as a mediator. If the parties have not selected a mediator within 30 days, the action shall proceed. The court shall not draw any implication, favorable or otherwise, from the refusal by a party to accept the invitation by the court to consider mediation. Nothing in this section shall preclude the parties from using mediation at any other time while the action is pending.

# *PLANNING AND ZONING LAW*

## GOVERNMENT CODE
## Title 7—Planning and Land Use
## Division 2—Subdivisions
## Chapter 3—Procedure
## Article 3—Review of Tentative Map by Other Agencies
## *(excerpts)*

### 66455.9.

Whenever there is consideration of an area within a development for a public school site, the advisory agency shall give the affected districts and the State Department of Education written notice of the proposed site. The written notice shall include the identification of any existing or proposed runways within the distance specified in Section 17215 of the Education Code. If the site is within the distance of an existing or proposed airport runway as described in Section 17215 of the Education Code, the department shall notify the State Department of Transportation as required by the section and the site shall be investigated by the State Department of Transportation required by Section 17215.

# EDUCATION CODE
## Title 1—General Education Code Provisions
## Division 1—General Education Code Provisions
## Part 10.5—School Facilities
## Chapter 1—School Sites
## Article 1—General Provisions
## *(excerpts)*

### 17215.

(a) In order to promote the safety of pupils, comprehensive community planning, and greater educational usefulness of school sites, before acquiring title to or leasing property for a new school site, the governing board of each school district, including any district governed by a city board of education or a charter school, shall give the State Department of Education written notice of the proposed acquisition or lease and shall submit any information required by the State Department of Education if the site is within two miles, measured by air line, of that point on an airport runway or a potential runway included in an airport master plan that is nearest to the site.

(b) Upon receipt of the notice required pursuant to subdivision (a), the State Department of Education shall notify the Department of Transportation in writing of the proposed acquisition or lease. If the Department of Transportation is no longer in operation, the State Department of Education shall, in lieu of notifying the Department of Transportation, notify the United States Department of Transportation or any other appropriate agency, in writing, of the proposed acquisition or lease for the purpose of obtaining from the department or other agency any information or assistance that it may desire to give.

(c) The Department of Transportation shall investigate the site and, within 30 working days after receipt of the notice, shall submit to the State Department of Education a written report of its findings including recommendations concerning acquisition or lease of the site. As part of the investigation, the Department of Transportation shall give notice thereof to the owner and operator of the airport who shall be granted the opportunity to comment upon the site. The Department of Transportation shall adopt regulations setting forth the criteria by which a site will be evaluated pursuant to this section.

(d) The State Department of Education shall, within 10 days of receiving the Department of Transportation's report, forward the report to the governing board of the school district or charter school. The governing board or charter school may not acquire title to or lease the property until the report of the Department of Transportation has been received. If the report does not favor the acquisition or lease of the property for a school site or an addition to a present school site, the governing board or charter school may not acquire title to or lease the property. If the report does favor the acquisition or lease of the property for a school site or an addition to a present school site, the governing board or charter school shall hold a public hearing on the matter prior to acquiring or leasing the site.

(e) If the Department of Transportation's recommendation does not favor acquisition or lease of the proposed site, state funds or local funds may not be apportioned or expended for the acquisition or lease of that site, construction of any school building on that site, or for the expansion of any existing site to include that site.

(f) This section does not apply to sites acquired prior to January 1, 1966, nor to any additions or extensions to those sites.

# EDUCATION CODE
## Title 3—Postsecondary Education
## Division 7—Community Colleges
## Part 49—Community Colleges, Education Facilities
## Chapter 1—School Sites
## Article 2—School Sites
## *(excerpts)*

### 81033. Investigation: Geologic and Soil Engineering Studies; Airport in Proximity

(c) To promote the safety of students, comprehensive community planning, and greater educational usefulness of community college sites, the governing board of each community college district, if the proposed site is within two miles, measured by air line, of that point on an airport runway, or a runway proposed by an airport master plan, which is nearest the site and excluding them if the property is not so located, before acquiring title to property for a new community college site or for an addition to a present site, shall give the board of governors notice in writing of the proposed acquisition and shall submit any information required by the board of governors.

Immediately after receiving notice of the proposed acquisition of property which is within two miles, measured by air line, of that point on an airport runway, or a runway proposed by an airport master plan, which is nearest the site, the board of governors shall notify the Division of Aeronautics of the Department of Transportation, in writing, of the proposed acquisition. The Division of Aeronautics shall make an investigation and report to the board of governors within 30 working days after receipt of the notice. If the Division of Aeronautics is no longer in operation, the board of governors, in lieu of notifying the Division of Aeronautics, shall notify the Federal Aviation Administration or any other appropriate agency, in writing, of the proposed acquisition for the purpose of obtaining from the authority or other agency any information or assistance it may desire to give.

The board of governors shall investigate the proposed site and, within 35 working days after receipt of the notice, shall submit to the governing board a written report and its recommendations concerning acquisition of the site. The governing board shall not acquire title to the property until the report of the board of governors has been received. If the report does not favor the acquisition of the property for a community college site or an addition to a present community college site, the governing board shall not acquire title to the property until 30 days after the department's report is received and until the board of governors' report has been read at a public hearing duly called after 10 days' notice published once in a newspaper of general circulation within the community college district, or if there is no such newspaper, then in a newspaper of general circulation within the county in which the property is located.

(d) If, with respect to a proposed site located within two miles of an operative airport runway, the report of the board of governors submitted to a community college district governing board under subdivision (c) does not favor the acquisition of the site on the sole or partial basis of the unfavorable recommendation of the Division of Aeronautics of the Department of Transportation, no state agency or officer shall grant, apportion, or allow to that community college district for expenditure in connection with that site, any state funds otherwise made available under any state law whatever for a community college site acquisition or college building construction, or for expansion of existing sites and buildings, and no funds of the community college district or of the county in which the

district lies shall be expended for those purposes; However, this section shall not be applicable to sites acquired prior to January 1, 1966, nor any additions or extensions to those sites.

If the recommendation of the Division of Aeronautics is unfavorable, the recommendation shall not be overruled without the express approval of the board of governors and the State Allocation Board.

# *CALIFORNIA ENVIRONMENTAL QUALITY ACT STATUTES*

## PUBLIC RESOURCES CODE

## Division 13—Environmental Quality

## Chapter 2.6—General

***(excerpts)***

### 21096. Airport Planning

(a) If a lead agency prepares an environmental impact report for a project situated within airport land use compatibility plan boundaries, or, if an airport land use compatibility plan has not been adopted, for a project within two nautical miles of a public airport or public use airport, the Airport Land Use Planning Handbook published by the Division of Aeronautics of the Department of Transportation, in compliance with Section 21674.5 of the Public Utilities Code and other documents, shall be utilized as technical resources to assist in the preparation of the environmental impact report as the report relates to airport-related safety hazards and noise problems.

(b) A lead agency shall not adopt a negative declaration for a project described in subdivision (a) unless the lead agency considers whether the project will result in a safety hazard or noise problem for persons using the airport or for persons residing or working in the project area.

# BUSINESS AND PROFESSIONS CODE
## Division 4—Real Estate
## Part 2—Regulation of Transactions
## Chapter 1—Subdivided Lands
## Article 2—Investigation, Regulation and Report
## *(excerpts)*

### 11010.

(a) Except as otherwise provided pursuant to subdivision (c) or elsewhere in this chapter, any person who intends to offer subdivided lands within this state for sale or lease shall file with the Bureau of Real Estate an application for a public report consisting of a notice of intention and a completed questionnaire on a form prepared by the bureau.

(b) The notice of intention shall contain the following information about the subdivided lands and the proposed offering:

[Sub-Sections (1) through (12) omitted]

(13) (A) The location of all existing airports, and of all proposed airports shown on the general plan of any city or county, located within two statute miles of the subdivision. If the property is located within an airport influence area, the following statement shall be included in the notice of intention:

(B) For purposes of this section, an "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

# CIVIL CODE
## Division 2—Property
## Part 4—Acquisition of Property
## Title 4—Transfer
## Chapter 2—Transfer of Real Property
## Article 1.7—Disclosure of Natural Hazards Upon Transfer of Residential Property
## *(excerpts)*

### 1103.

(a) Except as provided in Section 1103.1, this article applies to the transfer by sale, exchange, installment land sale contract, as defined in Section 2985, lease with an option to purchase, any other option to purchase, or ground lease coupled with improvements, of any real property described in subdivision (c), or residential stock cooperative, improved with or consisting of not less than one nor more than four dwelling units.

(b) Except as provided in Section 1103.1, this article shall apply to a resale transaction entered into on or after January 1, 2000, for a manufactured home, as defined in Section 18007 of the Health and Safety Code, that is classified as personal property intended for use as a residence, or a mobilehome, as defined in Section 18008 of the Health and Safety Code, that is classified as personal property intended for use as a residence, if the real property on which the manufactured home or mobilehome is located is real property described in subdivision (c).

(c) This article shall apply to the transactions described in subdivisions (a) and (b) only if the transferor or his or her agent is required by one or more of the following to disclose the property's location within a hazard zone:

(1) A person who is acting as an agent for a transferor of real property that is located within a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency, or the transferor if he or she is acting without an agent, shall disclose to any prospective transferee the fact that the property is located within a special flood hazard area if either:

(A) The transferor, or the transferor's agent, has actual knowledge that the property is within a special flood hazard area.

(B) The local jurisdiction has compiled a list, by parcel, of properties that are within the special flood hazard area and a notice has been posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the parcel list.

(2) … is located within an area of potential flooding … shall disclose to any prospective transferee the fact that the property is located within an area of potential flooding …

(3) … is located within a very high fire hazard severity zone, designated pursuant to Section 51178 of the Government Code … shall disclose to any prospective transferee the fact that the property is located within a very high fire hazard severity zone and is subject to the requirements of Section 51182 …

(4) … is located within an earthquake fault zone, designated pursuant to Section 2622 of the Public Resources Code … shall disclose to any prospective transferee the fact that the property is located within a delineated earthquake fault zone …

(5) … is located within a seismic hazard zone, designated pursuant to Section 2696 of the Public Resources Code … shall disclose to any prospective transferee the fact that the property is located within a seismic hazard zone …

(6) … is located within a state responsibility area determined by the board, pursuant to Section 4125 of the Public Resources Code, shall disclose to any prospective transferee the fact that the property is located within a wildland area that may contain substantial forest fire risks and hazards and is subject to the requirements of Section 4291 …

(d) Any waiver of the requirements of this article is void as against public policy.

## 1103.1.

(a) This article does not apply to the following transfers:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers pursuant to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.

(2) Transfers to a mortgagee by a mortgagor or successor in interest who is in default, transfers to a beneficiary of a deed of trust by a trustor or successor in interest who is in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale after default in an obligation secured by a mortgage, transfers by a sale under a power of sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale, or transfers by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or has acquired the real property by a deed in lieu of foreclosure.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one coowner to one or more other coowners.

(5) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the transferors.

(6) Transfers between spouses resulting from a judgment of dissolution of marriage or of legal separation of the parties or from a property settlement agreement incidental to that judgment.

(7) Transfers by the Controller in the course of administering Chapter 7 (commencing with Section 1500) of Title 10 of Part 3 of the Code of Civil Procedure.

(8) Transfers under Chapter 7 (commencing with Section 3691) or Chapter 8 (commencing with Section 3771) of Part 6 of Division 1 of the Revenue and Taxation Code.

(9) Transfers or exchanges to or from any governmental entity.

(b) Transfers not subject to this article may be subject to other disclosure requirements, including those under Sections 8589.3, 8589.4, and 51183.5 of the Government Code and Sections 2621.9, 2694, and 4136 of the Public Resources Code. In transfers not subject to this article, agents may make required disclosures in a separate writing.

## 1103.2.

(a) The disclosures required by this article are set forth in, and shall be made on a copy of, the following Natural Hazard Disclosure Statement: [content omitted].

(b) If an earthquake fault zone, seismic hazard zone, very high fire hazard severity zone, or wildland fire area map or accompanying information is not of sufficient accuracy or scale that a reasonable person can determine if the subject real property is included in a natural hazard area, the transferor or transferor's agent shall mark "Yes" on the Natural Hazard Disclosure Statement. The transferor or transferor's agent may mark "No" on the Natural Hazard Disclosure Statement if he or she attaches a report prepared pursuant to subdivision (c) of Section 1103.4 that verifies the property is not in the hazard zone. Nothing in this subdivision is intended to limit or abridge any existing duty of the transferor or the transferor's agents to exercise reasonable care in making a determination under this subdivision.

[Sub-Sections (c) through (h) omitted]

[Section 1103.3 omitted]

## 1103.4.

(a) Neither the transferor nor any listing or selling agent shall be liable for any error, inaccuracy, or omission of any information delivered pursuant to this article if the error, inaccuracy, or omission was not within the personal knowledge of the transferor or the listing or selling agent, and was based on information timely provided by public agencies or by other persons providing information as specified in subdivision (c) that is required to be disclosed pursuant to this article, and ordinary care was exercised in obtaining and transmitting the information.

(b) The delivery of any information required to be disclosed by this article to a prospective transferee by a public agency or other person providing information required to be disclosed pursuant to this article shall be deemed to comply with the requirements of this article and shall relieve the transferor or any listing or selling agent of any further duty under this article with respect to that item of information.

(c) The delivery of a report or opinion prepared by a licensed engineer, land surveyor, geologist, or expert in natural hazard discovery dealing with matters within the scope of the professional's license or expertise, shall be sufficient compliance for application of the exemption provided by subdivision (a) if the information is provided to the prospective transferee pursuant to a request therefor, whether written or oral. In responding to that request, an expert may indicate, in writing, an understanding that the information provided will be used in fulfilling the requirements of Section 1103.2 and, if so, shall indicate the required disclosures, or parts thereof, to which the information being furnished is applicable. Where that statement is furnished, the expert shall not be responsible for any items of information, or parts thereof, other than those expressly set forth in the statement.

(1) In responding to the request, the expert shall determine whether the property is within an airport influence area as defined in subdivision (b) of Section 11010 of the Business and Professions Code. If the property is within an airport influence area, the report shall contain the following statement:

> NOTICE OF AIRPORT IN VICINITY
>
> This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for

example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

[Remainder of Article 1.7 omitted]

# CIVIL CODE
## Division 4
## Part 5—Common Interest Developments
## Chapter 3—Governing Documents
## Article 2—Declaration
## *(excerpts)*

### 4250.

(a) A declaration, recorded on or after January 1, 1986, shall contain a legal description of the common interest development, and a statement that the common interest development is a community apartment project, condominium project, planned development, stock cooperative, or combination thereof. The declaration shall additionally set forth the name of the association and the restrictions on the use or enjoyment of any portion of the common interest development that are intended to be enforceable equitable servitudes.

(b) The declaration may contain any other matters the declarant or the members consider appropriate.

### 4250.

(a) If property common interest development is located within an airport influence area, a declaration, recorded after January 1, 2004, shall contain the following statement:

> NOTICE OF AIRPORT IN VICINITY
>
> This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

(b) For purposes of this section, an "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

(c) [Omitted]

(d) The statement in a declaration acknowledging that a property is located in an airport influence area … does not constitute a title defect, lien, or encumbrance.

### 4260.

Except to the extent that a declaration provides by its express terms that it is not amendable, in whole or in part, a declaration that fails to include provisions permitting its amendment at all times during its existence may be amended at any time.

## LEGISLATIVE HISTORY SUMMARY[1]

## PUBLIC UTILITIES CODE
## Sections 21670 et seq.
## *Airport Land Use Commission Statutes*
## And Related Statutes

*1967* Original ALUC statute enacted.

- Establishment of ALUCs required in each county containing a public airport served by a certificated air carrier.
- The purpose of ALUCs is indicated as being to make recommendations regarding height restrictions on buildings and the use of land surrounding airports.

*1970* Assembly Bill 1856 (Badham) Chapter 1182, Statutes of 1970—Adds provisions which:

- Require ALUCs to prepare comprehensive land use plans.
- Require such plans to include a long-range plan and to reflect the airport's forecast growth during the next 20 years.
- Require ALUC review of airport construction plans (Section 21661.5).
- Exempt Los Angeles County from the requirement of establishing an ALUC.

*1971* The function of ALUCs is restated as being to require new construction to conform to Department of Aeronautics standards.

*1973* ALUCs are permitted to establish compatibility plans for military airports.

*1982* Assembly Bill 2920 (Rogers) Chapter 1041, Statutes of 1982—Adds major changes which:

- More clearly articulate the purpose of ALUCs.
- Eliminate reference to "achieve by zoning."
- Require consistency between local general and specific plans and airport land use commission plans; the requirements define the process for attaining consistency, they do not establish standards for consistency.
- Eliminate the requirement for proposed individual development projects to be referred to an ALUC for review once local general/specific plans are consistent with the ALUC's plan.
- Require that local agencies make findings of fact before overriding an ALUC decision.
- Change the vote required for an override from 4/5 to 2/3.

*1984* Assembly Bill 3551 (Mountjoy) Chapter 1117, Statutes of 1984—Amends the law to:

- Require ALUCs in all counties having an airport which serves the general public unless a county and its cities determine an ALUC is not needed.
- Limit amendments to compatibility plans to once per year.
- Allow individual projects to continue to be referred to the ALUC by agreement.
- Extend immunity to airports if an ALUC action is overridden by a local agency not owning the airport.

[1] Source: California Airport Land Use Planning Handbook (October 2011)

- Provide state funding eligibility for preparation of compatibility plans through the Regional Transportation Improvement Program process.

*1987* Senate Bill 633 (Rogers) Chapter 1018, Statutes of 1987—Makes revisions which:

- Require that a designated body serving as an ALUC include two members having "expertise in aviation."
- Allows an interested party to initiate court proceedings to postpone the effective date of a local land use action if a compatibility plan has not been adopted.
- Delete *sunset* provisions contained in certain clauses of the law. Allows reimbursement for ALUC costs in accordance with the Commission on State Mandates.

*1989* Senate Bill 255 (Bergeson) Chapter 54, Statutes of 1989—

- Sets a requirement that comprehensive land use plans be completed by June 1991.
- Establishes a method for compelling ALUCs to act on matters submitted for review.
- Allows ALUCs to charge fees for review of projects.
- Suspends any lawsuits that would stop development until the ALUC adopts its plan or until June 1, 1991.

*1989* Senate Bill 235 (Alquist) Chapter 788, Statutes of 1989—Appropriates $3,672,000 for the payment of claims to counties seeking reimbursement of costs incurred during fiscal years 1985-86 through 1989-90 pursuant to state-mandated requirement (Chapter 1117, Statutes of 1984) for creation of ALUCs in most counties. This statute was repealed in 1993.

*1990* Assembly Bill 4164 (Mountjoy) Chapter 1008, Statutes of 1990—Adds section 21674.5 requiring the Division of Aeronautics to develop and implement a training program for ALUC staffs.

*1990* Assembly Bill 4265 (Clute) Chapter 563, Statutes of 1990—With the concurrence of the Division of Aeronautics, allows ALUCs to use an airport layout plan, rather than a long-range airport master plan, as the basis for preparation of a compatibility plan.

*1990* Senate Bill 1288 (Beverly) Chapter 54, Statutes of 1990—Amends Section 21670.2 to give Los Angeles County additional time to prepare compatibility plans and meet other provisions of the ALUC statutes.

*1991* Senate Bill 532 (Bergeson) Chapter 140, Statutes of 1991—

- Allows counties having half of their compatibility plans completed or under preparation by June 30, 1991, an additional year to complete the remainder.
- Allows ALUCs to continue to charge fees under these circumstances.
- Fees may be charged only until June 30, 1992, if plans are not completed by then.

*1993* Senate Bill 443 (Committee on Budget and Fiscal Review) Chapter 59, Statutes of 1993—Amends Section 21670(b) to make the formation of ALUCs permissive rather than mandatory as of June 30, 1993. (Note: Section 21670.2 which assigns responsibility for coordinating the airport planning of public agencies in Los Angeles County is not affected by this amendment.)

*1994* Assembly Bill 2831 (Mountjoy) Chapter 644, Statutes of 1994 —Reinstates the language in Section 21670(b) mandating establishment of ALUCs, but also provides for an alternative airport land use planning process. Lists specific actions which a county and affected cities must take in order for such alternative process to receive Caltrans approval. Requires that ALUCs be guided by information in the Caltrans *Airport Land Use Planning Handbook* when formulating airport land use plans.

*1994* Senate Bill 1453 (Rogers) Chapter 438, Statutes of 1994—Amends California Environmental Quality Act (CEQA) statutes as applied to preparation of environmental documents affecting projects in the vicinity of airports. Requires lead agencies to use the *Airport Land Use Planning Handbook* as a technical resource when assessing the airport-related noise and safety impacts of such projects.

*1997* Assembly Bill 1130 (Oller) Chapter 81, Statutes of 1997—Added Section 21670.4 concerning airports whose planning boundary straddles a county line.

*2000* Senate Bill 1350 (Rainey) Chapter 506, Statutes of 2000—Added Section 21670(f) clarifying that special districts are among the local agencies to which airport land use planning laws are intended to apply.

*2001* Assembly Bill 93 (Wayne) Chapter 946, Statutes of 2001—Added Section 21670.3 regarding San Diego County Regional Airport Authority's responsibility for airport planning within San Diego County.

*2002* Assembly Bill 3026 (Committee on Transportation) Chapter 438, Statutes of 2002—Changes the term "comprehensive land use plan" to "airport land use compatibility plan."

*2002* Assembly Bill 2776 (Simitian) Chapter 496, Statutes of 2002—Requires information regarding the location of a property within an airport influence area be disclosed as part of certain real estate transactions effective January 1, 2004.

*2002* Senate Bill 1468 (Knight) Chapter 971, Statutes of 2002—Changes ALUC preparation of airport land use compatibility plans for military airports from optional to required. Requires that the plans be consistent with the safety and noise standards in the Air Installation Compatible Use Zone for that airport. Requires that the general plan and any specific plans be consistent with these standards where there is military airport, but an airport land use commission does not exist.

*2003* Assembly Bill 332 (Mullin) Chapter 351, Statutes of 2003—Clarifies that school districts and community college districts are subject to compatibility plans. Requires local public agencies to notify ALUC and Division of Aeronautics at least 45 days prior to deciding to overrule the ALUC.

Adds that prior to granting building construction permits, local agencies shall be guided by the criteria established in the Airport Land Use Planning Handbook and any related federal aviation regulations to the extent that the criteria has been incorporated into their airport land use compatibility plan.

*2004* Senate Bill 1223 (Committee on Transportation) Chapter 615, Statutes of 2004—Technical revisions eliminating most remaining references to the term "comprehensive land use plan" and replacing it with "airport land use compatibility plan." Also replaces the terms "planning area" and "study area" with "airport influence area."

*2005* Assembly Bill 1358 (Mullin) Chapter 29, Statutes of 2005—Requires a school district to notify the Department of Transportation before leasing property for a new school site within two miles of an airport. Also makes these provisions applicable to charter schools.

*2007* Senate Bill 10 (Kehoe) Chapter 287, Statutes of 2007—The San Diego County Regional Airport Authority Reform Act of 2007. Restructures the airport authority established in 2001 by AB 93 (Wayne), with a set of goals related to governance, accountability, planning and operations at San Diego International Airport.

*2009* Assembly Bill 45 (Blakeslee) Chapter 404, Statutes of 2009—Requires small wind energy systems installed near airports to comply with all applicable Federal Aviation Administration requirements, including Subpart B of Part 77. These systems are not allowed to locate in vicinity of an airport if they are prohibited by a comprehensive land use plan or any implementing regulations adopted by an Airport Land Use Commission.

*2010* Senate Bill 1333 (Yee) Chapter 329, Statutes of 2010—If a local government requires dedication of an avigation easement to the owner or operator of the airport as a condition of approval of a noise-sensitive project, the avigation easement must be granted prior to the issuance of the building permit. Also requires that a termination clause be included in the avigation easement if the project is not built or the permit has expired or been revoked.

*2012* Assembly Bill 805 (Torres) Chapter 180, Statutes of 2012—Recodifies the Common Interest Development Act which requires a recorded disclosure statement if a common interest development is located within an airport influence area.

*2012* Assembly Bill 1486 (Lara) Chapter 690, Statutes of 2012—Exempts from CEQA the design, construction and maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communications System (LA-RICS). However, any new antenna would be required to comply with applicable state and federal height restrictions and any height limits established by an applicable airport land use compatibility plan.

*2013* Assembly Bill 1058 (Chàvez) Chapter 83, Statutes of 2013—Modifies the process by which directors are appointed to the San Diego County Regional Airport Authority; the entity responsible for preparing, adopting and amending airport land use compatibility plans for each airport in San Diego County.

*2013* Assembly Bill 758 (Block) Chapter 606, Statutes of 2013—Provides the City of Coronado with 540 days, instead of the standard 180 days, of any amendment to the airport land use compatibility plan to amend its general plan and any applicable specific plan.

APPENDIX B

# Methods for Determining Concentrations of People

## INTRODUCTION

The underlying safety compatibility criterion employed in this *ALUCP* is "usage intensity"—the maximum number of people per acre that can be present in a given area at any one time. If a proposed use exceeds the maximum intensity, it is considered incompatible and thus inconsistent with compatibility planning policies. The usage intensity concept is identified in the *California Airport Land Use Planning Handbook* as the measure best suited for assessment of land use safety compatibility with airports. The *Handbook* is published by the California Department of Transportation, Division of Aeronautics is required under state law to be used as a guide in preparation of airport land use compatibility plans.

It is recognized, though, that "people per acre" is not a common measure in other facets of land use planning. This *ALUCP* therefore also utilizes the more common measure of floor area ratio (FAR) as a means of implementing the usage intensity criteria on the local level. This appendix both provides guidance on how the usage intensity determination can be made and defines the relationships between this measure, FAR, and other measures found in land use planning. Table B2 shows sample calculations.

## COUNTING PEOPLE

The most difficult part about calculating a use's intensity is estimating the number of people expected to use a particular facility under normal circumstances. All people—not just employees, but also customers and visitors—who may be on the property at a single point in time, whether indoors or outside, must be counted. The only exceptions are for rare special events, such as an air show at an airport, for which a facility is not designed and normally not used and for which extra safety precautions can be taken as appropriate.

Ideally, the actual number of people for which the facility is designed would be known. For example, the number of seats in a proposed movie theater can be determined with high accuracy once the theater size is decided. Other buildings, though, may be built as a shell and the eventual number of occupants not known until a specific tenant is found. Furthermore, even then, the number of occupants can change in the future as tenants change. Even greater uncertainty is involved with relatively open uses not having fixed seating—retail stores or sports parks, for example.

Absent clearly measurable occupancy numbers, other sources must be relied upon to estimate the number of people in a proposed development.

### Survey of Similar Uses

A survey of similar uses already in existence is one option. Gathering data in this manner can be time-consuming and costly, however. Also, unless the survey sample is sufficiently large and conducted at

various times, inconsistent numbers may result. Except for uncommon uses for which occupancy levels cannot be estimated through other means, surveys are most appropriate as supplemental information.

## Maximum Occupancy

A second option for estimating the number of people who will be on a site is to rely upon data indicating the maximum occupancy of a building measured in terms of Occupancy Load Factor—the number of square feet per occupant. The number of people on the site, assuming limited outdoor or peripheral uses, can be calculated by dividing the total floor area of a proposed use by the Occupancy Load Factor. The challenge of this methodology lies in establishing realistic figures for square feet per occupant. The number varies greatly from one use to another and, for some uses, has changed over time as well.

A commonly used source of maximum occupancy data is the standards set in the California Building Code (CBC). The chart reproduced as Table B1 indicates the Occupancy Load Factors for various types of uses. The CBC, though, is intended primarily for purposes of structural design and fire safety and represents a legal maximum occupancy in most jurisdictions. A CBC-based methodology consequently results in occupancy numbers that are higher than normal maximum usage in most instances. The numbers also are based upon usable floor area and do not take into account corridors, stairs, building equipment rooms, and other functions that are part of a building's gross square footage. Surveys of actual Occupancy Load Factors conducted by various agencies have indicated that many retail and office uses are generally occupied at no more than 50% of their maximum occupancy levels, even at the busiest times of day. Therefore, the *Handbook* indicates that the number of people calculated for office and retail uses can usually be divided in half to reflect the actual occupancy levels before making the final people-per-acre determination. Even with this adjustment, the CBC-based methodology typically produces intensities at the high end of the likely range.

Another source of data on square footage per occupant comes from the facility management industry. The data is used to help businesses determine how much building space they need to build or lease and thus tends to be more generous than the CBC standards. The numbers vary not only by the type of facility, as with the CBC, but also by type of industry. The following are selected examples of square footage per *employee* gathered from a variety of sources.

- Call centers 150 – 175
- Typical offices 180 – 250
- Law, finance, real estate offices 300 – 325
- Research & development, light industry 300 – 500
- Health services 500

The numbers above do not take into account the customers who may also be present for certain uses. For retail business, dining establishments, theaters, and other uses where customers outnumber employees, either direct measures of occupancy—the number of seats, for example—or other methodologies must be used to estimate the potential number of people on the site.

## Parking Space Requirements

For many jurisdictions and a wide variety of uses, the number of people present on a site can be calculated based upon the number of automobile parking spaces that are required. Certain limitations and assumptions must be considered when applying this methodology, however. An obvious limitation is that parking

space requirements can be correlated with occupancy numbers only where nearly all users arrive by private vehicle rather than by public transportation, walking, or other method. Secondly, the jurisdiction needs to have a well-defined parking ordinance that lists parking space requirements for a wide range of land uses. For most uses, these requirements are typically stated in terms of the number of parking spaces that must be provided per 1,000 square feet of gross building size or a similar ratio. Lastly, assumptions must be made with regard to the average number of people who will arrive in each car.

Both of the critical ratios associated with this methodology—parking spaces to building size and occupants to vehicles—vary from one jurisdiction to another even for the same types of uses. Research of local ordinances and other sources, though, indicates that the following ratios are typical.

- **Parking Space Ratios**—These examples of required parking space requirements are typical of those found in ordinances adopted by urban and suburban jurisdictions. The numbers are ratios of spaces required per 1,000 square feet of gross floor area. Gross floor area is normally measured to the outside surfaces of a building and includes all floor levels as well as stairways, elevators, storage, and mechanical rooms.
  - Small Restaurants 10.0
  - Medical Offices 4.0 – 5.7
  - Shopping Centers 4.0 – 5.0
  - Health Clubs 3.3 – 5.0
  - Business Professional Offices 3.3 – 4.0
  - Retail Stores 3.0 – 3.5
  - Research & Development 2.5 – 4.0
  - Manufacturing 2.0 – 2.5
  - Furniture, Building Supply Stores 0.7 – 1.0
- **Vehicle Occupancy**—Data indicating the average number of people occupying each vehicle parking at a particular business or other land use can be found in various transportation surveys. The numbers vary both from one community or region to another and over time, thus current local data is best if available. The following data represent typical vehicle occupancy for different trip purposes.
  - Work 1.05 – 1.2
  - Education 1.2 – 2.0
  - Medical 1.5 – 1.7
  - Shopping 1.5 – 1.8
  - Dining, Social, Recreational 1.7 – 2.3

# USAGE INTENSITY RELATIONSHIP TO OTHER DEVELOPMENT MEASURES

## Calculating Usage Intensities

Once the number of people expected in a particular development—both over the entire site and within individual buildings—has been estimated, the usage intensity can be calculated. The criteria in Chapter 3 of this *ALUCP* are measured in terms of the average intensity over the entire project site.

The average intensity is calculated by dividing the total number of people on the site by the site size. A 10-acre site expected to be occupied by as many as 1,000 people at a time, thus would have an average intensity of 100 people per acre. The site size equals the total size of the parcel or parcels to be developed.

Having calculated the usage intensities of a proposed development, a comparison can be made with the criteria set forth in the *ALUCP* to determine whether the proposal is consistent or inconsistent with the policies.

## Comparison with Floor Area Ratio

As noted earlier, usage intensity or people per acre is not a common metric in land use planning. Floor area ratio or FAR—the gross square footage of the buildings on a site divided by the site size—is a more common measure in land use planning. Some counties and cities adopt explicit FAR limits in their zoning ordinance or other policies. Those that do not set FAR limits often have other requirements such as, a maximum number of floors a building can have, minimum setback distances from the property line, and minimum number of parking spaces. These requirements effectively limit the floor area ratio as well.

To facilitate local jurisdiction implementation, the safety compatibility criteria in the Basic Compatibility Criteria table in Chapter 3 have been structured around FAR measures to determine usage intensity limits for many types of nonresidential land use development. To utilize FAR in this manner, a critical additional piece of information is necessary to overcome the major shortcoming of FAR as a safety compatibility measure. The problem with FAR is that it does not directly correlate with risks to people because different types of buildings with the same FAR can have vastly different numbers of people inside—a low-intensity warehouse versus a high-intensity restaurant, for example. For FAR to be applied as a factor in setting development limitations, assumptions must be made as to how much space each person (employees and others) in the building will occupy. The Basic Compatibility Criteria table therefore indicates the assumed Occupancy Load Factor for various land uses. Mathematically, the relationship between usage intensity and FAR is:

$$\text{FAR} = \frac{\text{(allowable usage intensity) x (Occupancy Load Factor)}}{43{,}560}$$

where *usage intensity* is measured in terms of people per acre and Occupancy Load Factor as square feet per person.

Selection of the usage intensity, occupancy level, and FAR numbers that appear in the Basic Compatibility Criteria table was done in an iterative manner that considered each of the components both separately and together. Usage intensities were initially set with respect to guidelines provided in the *California Airport Land Use Planning Handbook*. Occupancy levels were derived from the CBC, but were adjusted based upon additional research from both local and national sources in the manner discussed earlier in this appendix. The FAR limits were initially calculated from these other two numbers using the formula above.

## Comparison with Parking Space Requirements

As discussed above, many jurisdictions have adopted parking space requirements that vary from one land use type to another. Factoring in an estimated vehicle occupancy rate for various land uses as described earlier, the Occupancy Load Factor can be calculated. For example, a typical parking space requirement for office uses is 4.0 spaces per 1,000 square feet or 1 space per 250 square feet. If each vehicle is assumed to be occupied by 1.1 persons, the equivalent Occupancy Load Factor would be 1 person per 227 square feet. This number falls squarely within the range noted above that was found through separate research of norms used by the facility management industry.

As an added note, the Occupancy Load Factor of 215 square feet per person indicated in the Basic Compatibility Criteria table for office uses is slightly more conservative than the above calculation produces. This means that, for a given usage intensity standard, the FAR limit in the table is slightly more restrictive than would result from a higher Occupancy Load Factor.

| Function of Space | Floor area per occupant (sq. ft.) |
|---|---|
| Accessory storage areas, mechanical equipment room | 300 gross |
| Agricultural building | 300 gross |
| Aircraft hangars | 500 gross |
| Airport terminal | |
| Baggage claim | 20 gross |
| Baggage handling | 300 gross |
| Concourse | 100 gross |
| Waiting areas | 15 gross |
| Assembly | |
| Gaming floors (keno, slots, etc.) | 11 gross |
| Assembly with fixed seats | See Section 1004.7 |
| Assembly without fixed seats | |
| Concentrated (chairs only-not fixed) | 15 net |
| Standing space | 5 net |
| Unconcentrated (tables and chairs) | 7 net |
| Bowling centers, allow 5 persons for each lane including 15 feet of runway, and for additional areas | 7 net |
| Business areas | 100 gross |
| Courtrooms-other than fixed seating areas | 40 net |
| Day care | 35 net |
| Dormitories | 50 gross |
| Educational | |
| Classroom area | 20 net |
| Shops and other vocational room areas | 50 net |
| Exercise rooms | 50 gross |
| H-5 Fabrication and manufacturing areas | 200 gross |
| Industrial areas | 100 gross |
| Institutional areas | |
| Inpatient treatment areas | 240 gross |
| Outpatient treatment areas | 100 gross |
| Sleeping areas | 120 gross |
| Kitchens, commercial | 200 gross |
| Laboratory | |
| Educational | 50 net |
| Laboratories, non-educational | 100 net |
| Laboratory suite | 200 gross |
| Library | |
| Reading rooms | 50 net |
| Stack area | 100 gross |
| Locker rooms | 50 gross |
| Mercantile | |
| Areas on other floors | 60 gross |
| Basement and grade floor areas | 30 gross |
| Storage, stock, shipping areas | 300 gross |
| Parking garages | 200 gross |
| Residential | 200 gross |
| Skating rinks, swimming pools | |
| Rink and pool | 50 gross |
| Decks | 15 gross |
| Stages and platforms | 15 net |
| Warehouses | 500 gross |

*Source: California Building Code (2007), Table 1004.1.1*

**Table B1**

# Occupancy Load Factors

**California Building Code**

**Example 1**

*Proposed Development:* Two office buildings, each two stories and containing 20,000 square feet of floor area per building. Site size is 3.0 net acres. Counting a portion of the adjacent road, the gross area of the site is 3.5± acres.

*A. Calculation Based on Parking Space Requirements*

For office uses, assume that a county or city parking ordinance requires 1 parking space for every 300 square feet of floor area. Data from traffic studies or other sources can be used to estimate the average vehicle occupancy. For the purposes of this example, the typical vehicle occupancy is assumed to equal 1.5 people per vehicle.

The average usage intensity would therefore be calculated as follows:

1) 40,000 sq. ft. floor area x 1.0 parking space per 300 sq. ft. = 134 required parking spaces
2) 134 parking spaces x 1.5 people per space = 201 people maximum on site
3) 201 people ÷ 3.5 acres gross site size = 57 people per acre average for the site

*B. Calculation Based on Uniform Building Code*

Using the UBC (Table C1) as the basis for estimating building occupancy yields the following results for the above example:

1) 40,000 sq. ft. bldg. ÷ 100 sq. ft./occupant = 400 people max. bldg. occupancy (under UBC)
2) 400 max. bldg. occupancy x 50% adjustment = 200 people maximum on site
3) 200 people ÷ 3.5 acres gross site size = 57 people per acre average for the site

*C. Calculation of Single Acre Intensity*

Assuming that occupancy of each building is relatively equal throughout, but that there is some separation between the buildings and outdoor uses are minimal, the usage intensity for a single acre would be estimated to be:

1) 20,000 sq. ft. bldg. ÷ 2 stories = 10,000 sq. ft. bldg. footprint
2) 10,000 sq. ft. bldg. footprint ÷ 43,560 sq. ft. per acre = 0.23 acre bldg. footprint
3) Building footprint < 1.0 acre; therefore maximum people in 1 acre = bldg. occupancy = 100 people per single acre (i.e., 200 people max. on site ÷ 2 bldgs.)

*Conclusions:* In this instance, both methodologies yield the same results. The 57 people per average acre and the 100 people per single acre results must be compared with the intensity limits provided in the Basic Compatibility Criteria table in Chapter 3. The proposed use would meet the maximum and single-acre intensity criteria for all *Compatibility Zones,* except *Zones A* (0 people per acre) and *B1* (25 people per acre on average; 50 people per single-acre).

**Table B2**

# Sample People-Per-Acre Calculations

**Example 2**

*Proposed Development:* Single-floor furniture store containing 24,000 square feet of floor area on a site of 2.0 gross acres and the net acreage (less internal roadways) is 1.7 acres.

*A. Calculation Based on Parking Space Requirements*

For furniture stores, assume that a county or city parking ordinance requires 1 parking space per 1,500 square feet of use area. Assuming 1.5 people per automobile results in the following intensity estimates:

The average usage intensity would be:

1) 24,000 sq. ft. bldg. x 1.0 parking space per 1,500 sq. ft. = 16 required parking spaces
2) 16 parking spaces x 1.5 people per space = 24 people maximum on site
3) 24 people ÷ 2.0 acres gross site size = 12 people per acre average for the site

*B. Calculation Based on Uniform Building Code*

For the purposes of the UBC-based methodology, the furniture store is assumed to consist of 50% retail sales floor (at 30 square feet per occupant) and 50% warehouse (at 500 square feet per occupant). Usage intensities would therefore be estimated as follows:

1) 12,000 sq. ft. retail floor area ÷ 30 sq. ft./occupant = 400 people max. occupancy in retail area
2) 12,000 sq. ft. warehouse floor area ÷ 500 sq. ft./occupant = 24 people max. occupancy in warehouse area
3) Maximum occupancy under UBC assumptions = 400 + 24 = 424 people
4) Assuming typical peak occupancy is 50% of UBC numbers = 212 people maximum on site
5) 212 people ÷ 2.0 acres = 106 people per acre average for the site

*C. Calculation for Single Acre Intensity*

With respect to the single-acre intensity criteria, the entire building occupancy would again be within less than 1.0 acre, thus yielding the same intensity of 24 or 212 people per single acre.

Again assuming a relatively balanced occupancy throughout the building and that outdoor uses are minimal, the usage intensity for a single acre would be estimated to be:

1) 24,000 sq. ft. bldg. footprint ÷ 43,560 sq. ft. per acre = 0.55 acre bldg. footprint
3) Building footprint < 1.0 acre; therefore maximum people in 1 acre = bldg. occupancy = 24 or 212 people per single acre under parking space or UBC methodology, respectively

*Conclusions:* In this instance, the two methods produce very different results. The occupancy estimate of 30 square feet per person is undoubtedly low for a furniture store even after the 50% adjustment. On the other hand, the 12 people-per-acre estimate using the parking requirement methodology appears low, but is probably closer to being realistic. Unless better data is available from surveys of similar uses, this proposal should reasonably be considered compatible within most *Compatibility Zones*, except *Zone A* and possibly *Zones B1* and *B2*.

**Table B2, continued**

APPENDIX C

# General Plan Consistency Checklist

This checklist is intended to assist local agencies with modifications necessary to make their local plans and other local policies consistent with the *ALUCP*. It is also designed to facilitate *ALUC* reviews of these local plans and policies. The list will need to be modified to reflect the policies of each individual *ALUC* and is not intended as a state requirement.

## COMPATIBILITY CRITERIA

### General Plan Document

The following items typically appear directly in a general plan document. Amendment of the general plan will be required if there are any conflicts with the *ALUCP*.

- **Land Use Map**—No direct conflicts should exist between proposed new land uses indicated on a general plan land use map and the *ALUC* land use compatibility criteria.
  - Residential densities (dwelling units per acre) should not exceed the set limits.
  - Proposed nonresidential development needs to be assessed with respect to applicable intensity limits (see below).
  - No new land uses of a type listed as specifically prohibited should be shown within affected areas.
- **Noise Element**—General plan noise elements typically include criteria indicating the maximum noise exposure for which residential development is normally acceptable. This limit must be made consistent with the equivalent *ALUCP* criteria. Note, however, that a general plan may establish a different limit with respect to aviation-related noise than for noise from other sources (this may be appropriate in that aviation-related noise is sometimes judged to be more objectionable than other types of equally loud noises).

### Zoning or Other Policy Documents

The following items need to be reflected either in the general plan or in a separate policy document such as a combining zone ordinance. If a separate policy document is adopted, modification of the general plan to achieve consistency with the *ALUCP* may not be required. Modifications would normally be needed only to eliminate any conflicting language which may be present and to make reference to the separate policy document

- **Intensity Limitations on Nonresidential Uses**—*ALUCP*s may establish limits on the usage intensities of commercial, industrial, and other nonresidential land uses. This can be done by duplication of the performance-oriented criteria—specifically, the number of people per acre—indicated in the *ALUCP*. Alternatively, *ALUC*s may create a detailed list of land uses which are allowable and/or not allowable within each compatibility zone. For certain land uses, such a list may need to include limits on building sizes, floor area ratios, habitable floors, and/or other design parameters which are equivalent to the usage intensity criteria.
- **Identification of Prohibited Uses**—*ALUCP*s may prohibit schools, day care centers, assisted living centers, hospitals, and other uses within a majority of an airport's influence area. The facilities often are permitted or conditionally permitted uses within many commercial or industrial land use designations.
- **Open Land Requirements**—*ALUCP* requirements, if any, for assuring that a minimum amount of open land is preserved in the airport vicinity must be reflected in local policies. Normally, the locations which are intended to be maintained as open land would be identified on a map with the total acreage within each compatibility zone indicated. If some of the area included as open land is private property, then policies must be established which assure that the open land will continue to exist as the property develops. Policies specifying the required characteristics of eligible open land should also be established
- **Infill Development**—If an *ALUCP* contains infill policies and a jurisdiction wishes to take advantage of them, the lands that meet the qualifications must be shown on a map.

**Zoning or Other Policy Documents, Continued**

- **Height Limitations and Other Hazards to Flight**—To protect the airport airspace, limitations must be set on the height of structures and other objects near airports. These limitations are to be based upon FAR Part 77. Restrictions also must be established on other land use characteristics which can cause hazards to flight (specifically, visual or electronic interference with navigation and uses which attract birds). Note that many jurisdictions have already adopted an airport-related hazard and height limit zoning ordinance which, if up to date, will satisfy this consistency requirement.
- **Buyer Awareness Measures**—Besides disclosure rules already required by state law, as a condition for approval of development within certain compatibility zones, some *ALUCP*s require either dedication of an avigation easement to the airport proprietor or placement on deeds of a notice regarding airport impacts. If so, local agency policies must contain similar requirements.
- **Nonconforming Uses and Reconstruction**—Local agency policies regarding nonconforming uses and reconstruction must be equivalent to or more restrictive than those in the *ALUCP*, if any.

**REVIEW PROCEDURES**

In addition to incorporation of *ALUC* compatibility criteria, local agency implementing documents must specify the manner in which development proposals will be reviewed for consistency with the compatibility criteria.

- **Actions Always Required to be Submitted for ALUC Review**—PUC Section 21676 identifies the types of actions that must be submitted for airport land use commission review. Local policies should either list these actions or, at a minimum, note the local agency's intent to comply with the state statute.
- **Other Land Use Actions Potentially Subject to ALUC Review**—In addition to the above actions, *ALUCP*s may identify certain major land use actions for which referral to the *ALUC* is dependent upon agreement between the local agency and *ALUC*. If the local agency fully complies with all of the items in this general plan consistency checklist or has taken the necessary steps to overrule the *ALUC*, then referral of the additional actions is voluntary. On the other hand, a local agency may elect not to incorporate all of the necessary compatibility criteria and review procedures into its own policies. In this case, referral of major land use actions to the *ALUC* is mandatory. Local policies should indicate the local agency's intentions in this regard.
- **Process for Compatibility Reviews by Local Jurisdictions**—If a local agency chooses to submit only the mandatory actions for *ALUC* review, then it must establish a policy indicating the procedures which will be used to assure that airport compatibility criteria are addressed during review of other projects. Possibilities include: a standard review procedure checklist which includes reference to compatibility criteria; use of a geographic information system to identify all parcels within the airport influence area; etc.
- **Variance Procedures**—Local procedures for granting of variances to the zoning ordinance must make certain that any such variances do not result in a conflict with the compatibility criteria. Any variance that involves issues of noise, safety, airspace protection, or overflight compatibility as addressed in the *ALUCP* must be referred to the *ALUC* for review.
- **Enforcement**—Policies must be established to assure compliance with compatibility criteria during the lifetime of the development. Enforcement procedures are especially necessary with regard to limitations on usage intensities and the heights of trees. An airport combining district zoning ordinance is one means of implementing enforcement requirements.

*Source: California Airport Land Use Planning Handbook (October 2011)*

APPENDIX D

# Sample Implementation Documents

Samples documents intended to help implement the *ALUCP* policies are included in this appendix.

## Airport Combining Zone Ordinance

As noted in Chapter 1 of this *ALUCP*, one option that the affected local jurisdictions can utilize to implement airport land use compatibility criteria and associated policies is adoption of an airport combining zone ordinance. An airport combining zone ordinance is a way of collecting various airport-related development conditions into one local policy document. Adoption of a combining zone is not required, but is suggested as an option. Table D1 describes some of the potential components of an airport combining zone ordinance.

## Buyer Awareness Measures

Buyer awareness is an umbrella category for several types of implementation documents all of which have the objective of ensuring that prospective buyers of airport area property, particularly residential property, are informed about the airport's impact on the property. The policies of this *ALUCP* include each of these measures.

- **Avigation Easement**—Avigation easements transfer certain property rights from the owner of the underlying property to the owner of an airport or, in the case of military airports, to a local government agency on behalf of the federal government (the U.S. Department of Defense is not authorized to accept avigation easements). This *ALUCP* requires avigation easement dedication as a condition for approval of development on property subject to high noise levels or a need to restrict heights of structures and trees to less than might ordinarily occur on the property. Specific easement dedication requirements are set forth in Chapter 3. Also, airports may require avigation easements in conjunction with programs for noise insulation of existing structures in the airport vicinity. A sample of a standard avigation easement is included in Table D2.
- **Recorded Overflight Notification**—An overflight notification informs property owners that the property is subject to aircraft overflight and generation of noise and other impacts. No restrictions on the heights of objects, requirements for marking or lighting of objects, or access to the property for these purposes are included. An overflight notification serves only as buyer acceptance of overflight conditions. Suggested wording of an overflight notification is included in Table D3. Unlike an avigation easement, overflight easement, or other type of easement, an overflight notification is not a conveyance of property rights. However, like an easement, an overflight notification is recorded on the property deed and therefore remains in effect with sale of the property to subsequent owners. Overflight notifications are generally appropriate in rural areas outside the 55 dB CNEL noise contour, outside Safety Zones, and within areas where the height of structures and other objects would not pose a significant potential of being airspace obstruction hazards.
- **Airport Proximity Disclosure**—A less definitive, but more all-encompassing, form of buyer awareness measure is for the *ALUC* and local jurisdictions to establish a policy indicating that information

about and airport's influence area should be disclosed to prospective buyers of all airport-vicinity properties prior to transfer of title. The advantage of this type of program is that it applies to previously existing land uses as well as to new development. The requirement for disclosure of information about the proximity of an airport has been present in state law for some time, but legislation adopted in 2002 and effective in January 2004 explicitly ties the requirement to the airport influence areas established by airport land use commissions (see Appendix A for excerpts from sections of the Business and Professions Code and Civil Code that define these requirements). With certain exceptions, these statutes require disclosure of a property's location within an airport influence area under any of the following three circumstances: (1) sale or lease of subdivided lands; (2) sale of common interest developments; and (3) sale of residential real property. In each case, the disclosure statement to be used is defined by state law as follows:

## NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

An airport compatibility combining zoning ordinance might include some or all of the following components:

- **Airspace Protection**—A combining district can establish restrictions on the height of buildings, antennas, trees, and other objects as necessary to protect the airspace needed for operation of the airport. These restrictions should be based upon the current version of the Federal Aviation Regulations (FAR) Part 77, *Objects Affecting Navigable Airspace*, Subpart C. Additions or adjustment to take into account instrument approach (TERPS) surfaces should be made as necessary. Provisions prohibiting smoke, glare, bird attractions, and other hazards to flight should also be included.
- **FAA Notification Requirements**—Combining districts also can be used to ensure that project developers are informed about the need for compliance with the notification requirements of FAR Part 77. Subpart B of the regulations requires that the proponent of any project which exceeds a specified set of height criteria submit a Notice of Proposed Construction or Alteration (Form 7460-1) to the Federal Aviation Administration prior to commencement of construction. The height criteria associated with this notification requirement are lower than those spelled out in Part 77, Subpart C, which define airspace obstructions. The purpose of the notification is to determine if the proposed construction would constitute a potential hazard or obstruction to flight. Notification is not required for proposed structures that would be shielded by existing structures or by natural terrain of equal or greater height, where it is obvious that the proposal would not adversely affect air safety.
- **State Regulation of Obstructions**—State law prohibits anyone from constructing or altering a structure or altering a structure or permitting an object of natural growth to exceed the heights established by FAR Part 77, Subpart C, unless the FAA has determined the object would or does not constitute a hazard to air navigation (Public Utilities Code, Section 21659). Additionally, a permit from the Department of Transportation is required for any structure taller than 500 feet above the ground unless the height is reviewed and approved by the Federal Communications Commission or the FAA (Section 21656).
- **Designation of High Noise-Impact Areas**—California state statutes require that multi-family residential structures in high-noise exposure areas be constructed so as to limit the interior noise to a Community Noise Equivalent Level of no more than 45 dB. A combining district could be used to indicate the locations where special construction techniques may be necessary in order to ensure compliance with this requirement. The combining district also could extend this criterion to single-family dwellings.
- **Maximum Densities/Intensities**—Airport noise and safety compatibility criteria are frequently expressed in terms of dwelling units per acre for residential uses and people per acre for other land uses. These standards can either be directly included in a combining zone or used to modify the underlying land use designations. For residential land uses, the correlation between the compatibility criteria and land use designations is direct. For other land uses, the method of calculating the intensity limitations needs to be defined. Alternatively, a matrix can be established indicating whether each specific type of land use is compatible with each compatibility zone. To be useful, the land use categories need to be more detailed than typically provided by general plan or zoning ordinance land use designations.
- **Open Areas for Emergency Landing of Aircraft**—In most circumstances in which an accident involving a small aircraft occurs near an airport, the aircraft is under control as it descends. When forced to make an off-airport emergency landing, pilots will usually attempt to do so in the most open areas readily available. To enhance safety both for people on the ground and the occupants of the aircraft, airport compatibility plans often contain criteria requiring a certain amount of open land near airports. These criteria are most effectively carried out by planning at the general or specific plan level, but may also need to be included in a combining district so that they will be applied to development of large parcels. Adequate open areas can often be provided by clustering of development on adjacent land.
- **Areas of Special Compatibility Concern**—A significant drawback of standard general plan and zoning ordinance land use designations is that they can be changed. Uses that are currently compatible are not assured of staying that way in the future. Designation of areas of special compatibility concern would serve as a reminder that airport impacts should be carefully considered in any decision to change the existing land use designation. [A legal consideration which supports the value of this concept is that down-zoning of a property to a less intensive use is becoming more difficult. It is much better not to have inappropriately up-zoned the property in the first place.]
- **Real Estate Disclosure Policies**—The geographic extent and specific language of recommended real estate disclosure statements can be described in an airport combining zone ordinance.

*Source: California Airport Land Use Planning Handbook (October 2011)*

**Table D1**

## Sample Airport Combining Zone Components

## TYPICAL AVIGATION EASEMENT

**Airport Name**

This indenture made this _____ day of _____, 20__, between _____ hereinafter referred to as Grantor, and the County of_____, a political subdivision in the State of California, hereinafter referred to as Grantee.

The Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual and assignable easement over the following described parcel of land in which the Grantor holds a fee simple estate. The property which is subject to this easement is depicted as _____ on "Exhibit A" attached and is more particularly described as follows:

[Insert legal description of real property]

The easement applies to the Airspace above an imaginary plane over the real property. The plane is described as follows:

The imaginary plane above the hereinbefore described real property, as such plane is defined by Part 77 of the Federal Aviation Regulations, and consists of a plane [describe approach, transition, or horizontal surface]; the elevation of said plane being based upon the Airport Name official airport elevation of ___ feet Above Mean Sea Level (AMSL), as determined by the Airport Layout Plan, the approximate dimensions of which said plane are described and shown on Exhibit A attached hereto and incorporated herein by reference.

The aforesaid easement and right-of-way includes, but is not limited to:

(1) For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across, or about any portion of the Airspace hereinabove described; and

(2) The easement and right to cause or create, or permit or allow to be caused and created within all space above the existing surface of the hereinabove described real property and any and all Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air; and

(3) A continuing right to clear and keep clear from the Airspace any portions of buildings, structures or improvements of any kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, or other things which extend into or above said Airspace, and the right to cut to the ground level and remove, any trees which extend into or above the Airspace; and

(4) The right to mark and light, or cause or require to be marked and lighted, as obstructions to air navigation, any and all buildings, structures or other improvements, and trees or other objects, which extend into or above the Airspace; and

(5) The right of ingress to, passage within, and egress from the hereinabove described real property, for the purposes described in subparagraphs (3) and (4) above at reasonable times and after reasonable notice.

**Table D2**

# Typical Avigation Easement

For and on behalf of itself, its successors and assigns, the Grantor hereby covenants with the County of _____ for the direct benefit of the real property constituting the Airport Name hereinafter described, that neither the Grantor, nor its successors in interest or assigns will construct, install, erect, place or grow, in or upon the hereinabove described real property, nor will they permit or allow any building structure, improvement, tree, or other object to extend into or above the Airspace so as to constitute an obstruction to air navigation or to obstruct or interfere with the use of the easement and rights-of-way herein granted. If Grantor fails to comply with the foregoing obligations within ten (10) days after Grantee gives written notice of violation to Grantor by depositing said notice in the United States mail, Grantee may enter the above-described real property for the purposes described in subparagraphs (3) and/or (4), above, and charge Grantor for the cost thereof.

The easements and rights-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Airport Name, in the County of _____, State of California; and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement or right-of-way, in landing at, taking off from or operating such aircraft in or about the Airport Name, or in otherwise flying through said Airspace.

Grantor, together with its successors in interest and assigns, hereby waives its right to legal action against Grantee, its successors or assigns for monetary damages or other redress due to impacts, as described in paragraph (2) of the granted rights of easement, associated with aircraft operations in the air or on the ground at the airport, including future increases in the volume or changes in location of said operations. Furthermore, Grantee, its successors, and assigns shall have no duty to avoid or mitigate such damages through physical modification of airport facilities or establishment or modification of aircraft operational procedures or restrictions. However, this waiver shall not apply if the airport role or character of its usage (as identified in an adopted airport master plan, for example) changes in a fundamental manner which could not reasonably have been anticipated at the time of the granting of this easement and which results in a substantial increase in the in the impacts associated with aircraft operations. Also, this grant of easement shall not operate to deprive the Grantor, its successors or assigns of any rights which may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

These covenants and agreements run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and, for the purpose of this instrument, the real property firstly hereinabove described is the servient tenement and said Airport Name is the dominant tenement.

DATED:

_____ _____

_____

STATE OF }

ss

COUNTY OF }

On _____, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____, and _____ known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

_____

Notary Public

*Source: Modified from California Airport Land Use Planning Handbook (October 2011)*

**Table D2, continued**

**RECORDED OVERFLIGHT NOTIFICATION**

This *Overflight Notification* concerns the real property situated in the County of _____and *[insert if applicable]* the City of _____, State of California, described as _____[APN No.:_].

This *Overflight Notification* provides notification of the condition of the above described property in recognition of, and in compliance with, CALIFORNIA BUSINESS & PROFESSIONS CODE Section 11010 and CALIFORNIA CIVIL CODE Sections 1102.6, 1103.4 and 1353, effective January 1, 2004, and related state and local regulations and consistent with policies of the Airport Land Use Commission for _____ County for overflight notification provided in the _____ County Airport Land Use Compatibility Plan.

*NOTICE OF AIRPORT IN VICINITY: This property is located in the vicinity of an airport and within the airport influence area. The property may be subject to some of the annoyances or inconveniences associated with proximity to an airport and aircraft operations (for example: noise, vibration, overflights or odors). Individual sensitivities to those annoyances can vary from person to person. You should consider what airport annoyances, if any, affect the Property before you complete your purchase and whether they are acceptable to you.*

The Federal Aviation Administration (FAA) has regulatory authority over the operation of aircraft in flight and on the runway and taxiway surfaces at Airport Name. The FAA is, therefore, exclusively responsible for airspace and air traffic management, including ensuring the safe and efficient use of navigable airspace, developing air traffic rules, assigning the use of airspace and controlling air traffic. Please contact the FAA for more detailed information regarding overflight and airspace protection issues associated with the operation of military aircraft.

The airport operator, the County of _____, maintains information regarding hours of operation and other relevant information regarding airport operations. Please contact your local airport operator for more detailed information regarding airport specific operational issues including hours of operation.

This *Overflight Notification* shall be duly recorded with the _____ County Assessor's Office, shall run with the Property, and shall be binding upon all parties having or acquiring any right, title or interest in the Property.

*Effective Date:_____, 20__*

**Table D3**

# Sample Recorded Overflight Notification

# ALUC Referral Form

## MADERA COUNTY
## AIRPORT LAND USE COMMISSION (ALUC)
## REFERRAL FORM
## FOR PROJECT REVIEW

ALUC Identification No.

**PROJECT PROPONENT** (TO BE COMPLETED BY APPLICANT)

Date of Application _____

Applicant _____ Phone Number _____

Mailing Address _____

_____

_____

Agent (if any) _____ Phone Number _____

Mailing Address _____

_____

_____

**PROJECT LOCATION** (TO BE COMPLETED BY APPLICANT)

*Attach an accurately scaled map showing the relationship of the project site to the airport boundary and runways*

Street Address _____

_____

Assessor's Parcel No. _____ Parcel Size _____

Subdivision Name _____ Zoning Classification _____

Lot Number _____

**PROJECT DESCRIPTION** (TO BE COMPLETED BY APPLICANT)

*If applicable, attach a detailed site plan showing ground elevations, the location of structures, open spaces and water bodies, and the heights of structures and trees; include additional project description data as needed*

Existing Land Use (describe) _____

_____

_____

Proposed Land Use (describe) _____

_____

_____

For Residential Uses — Number of Parcels or Units on Site (exclude secondary units) _____

For Other Land Uses — Hours of Use _____

Number of People On Site… — Maximum Number _____

Method of Calculation _____

Height Data — Height above Ground of Tallest Object (including antennas and trees) _____ ft.

Highest Elevation (above sea level) of Any Object or Terrain on Site _____ ft.

Flight Hazards — Does the Project Involve Characteristics that:

- Could Create Electrical Interference, Confusing Lights, Glare, Smoke, or Other Electrical or Visual Hazards to Aircraft Flight? ☐ Yes ☐ No
- Could Attract Birds or Other Wildlife to the Airport or Vicinity? ☐ Yes ☐ No

If Yes, Describe _____

## REFERRING AGENCY (TO BE COMPLETED BY SUBMITTING AGENCY STAFF)

Date Received _____

Agency Name _____

_____

Staff Contact _____

Phone Number _____

Agency's Project No. _____

_____

Type of Project

☐ General Plan Amendment
☐ Zoning Amendment or Variance
☐ Subdivision Approval
☐ Use Permit
☐ Public Facility
☐ Other _____

Indicate agencies that have been notified of project.

☐ County of Madera ☐ City of Chowchilla ☐ City of Madera ☐ Other: _____

## ALUC REVIEW (TO BE COMPLETED BY ALUC STAFF / ATTACH ADDITIONAL PAGES IF NECESSARY)

**Application Receipt**

Date Received _____ By _____

Is Application Complete? ☐ Yes ☐ No

If no, cite reasons _____

**Airport**

☐ Chowchilla Municipal Airport ☐ New Airport/Heliport

☐ Madera Municipal Airport ☐ Other:_____

**Land Use Category/Categories** _____

**Basic Review Criteria**

Compatibility Zone(s) ☐ A ☐ B1 ☐ B2 ☐ C1 ☐ C2 ☐ D

Land Use Acceptability ☐ Normally Compatible ☐ Conditional ☐ Incompatible

| | | | |
|---|---|---|---|
| Sitewide Avg. Density/Intensity Criteria Met? | ☐ Yes | ☐ No | _____ |
| Single-Acre Density/Intensity Criteria Met? | ☐ Yes | ☐ No | _____ |
| Open Land Requirement Met? | ☐ Yes | ☐ No | _____ |
| Sound Attenuation Requirement Met? | ☐ Yes | ☐ No | _____ |
| Easement/ Overflight Notice Provided? | ☐ Yes | ☐ No | _____ |

**Airspace Protection Compatibility**

| | | | |
|---|---|---|---|
| Height Acceptable? | ☐ Yes | ☐ No | _____ |
| FAA Notified if Applicable? | ☐ Yes | ☐ No | _____ |
| Other Hazards to Flight Excluded? | ☐ Yes | ☐ No | _____ |

**Special Site/Project Conditions**

Describe: _____

_____

## ACTIONS TAKEN (TO BE COMPLETED BY ALUC STAFF)

**ALUC Action**

☐ Consistent Date _____

☐ Consistent with Conditions (list conditions / attach additional pages if needed)

_____

_____

☐ Inconsistent (list reasons / attach additional pages if needed)

_____

_____

APPENDIX **F**

# Glossary of Terms

**Above Ground Level (AGL):** An elevation datum given in feet above ground level.

**Air Carriers:** The commercial system of air transportation, consisting of the certificated air carriers, air taxis (including commuters), supplemental air carriers, commercial operators of large aircraft, and air travel clubs.

**Aircraft Accident:** An occurrence incident to flight in which, as a result of the operation of an aircraft, a person (occupant or nonoccupant) receives fatal or serious injury or an aircraft receives substantial damage.

- Except as provided below, *substantial damage* means damage or structural failure that adversely affects the structural strength, performance, or flight characteristics of the aircraft, and that would normally require major repair or replacement of the affected component.
- Engine failure, damage limited to an engine, bent fairings or cowling, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered substantial damage.

**Aircraft Incident:** A mishap associated with the operation of an aircraft in which neither fatal nor serious injuries nor substantial damage to the aircraft occurs.

**Aircraft Mishap:** The collective term for an aircraft accident or an incident.

**Aircraft Operation:** The airborne movement of aircraft at an airport or about an en route fix or at other point where counts can be made. There are two types of operations: local and itinerant. An operation is counted for each landing and each departure, such that a touch-and-go flight is counted as two operations. (FAA Stats)

**Airport:** An area of land or water that is used or intended to be used for the landing and taking off of aircraft, and includes its buildings and facilities if any. (FAR 1)

**Airport Elevation:** The highest point of an airport's useable runways, measured in feet above mean sea level. (AIM)

**Airport Land Use Commission (ALUC):** A commission authorized under the provisions of California Public Utilities Code, Section 21670 et seq. and established (in any county within which a public-use airport is located) for the purpose of promoting compatibility between airports and the land uses surrounding them.

**Airport Layout Plan (ALP):** A scale drawing of existing and proposed airport facilities, their location on an airport, and the pertinent clearance and dimensional information required to demonstrate conformance with applicable standards.

**Airport Master Plan (AMP):** A long-range plan for development of an airport, including descriptions of the data and analyses on which the plan is based.

**Airport Reference Code (ARC):** A coding system used to relate airport design criteria to the operation and physical characteristics of the airplanes intended to operate at an airport. (Airport Design AC)

**Airports, Classes of:** For the purposes of issuing a Site Approval Permit, The California Department of Transportation, Division of Aeronautics classifies airports into the following categories: (CCR)

- *Agricultural Airport or Heliport:* An airport restricted to use only be agricultural aerial applicator aircraft (FAR Part 137 operators).
- *Emergency Medical Services (EMS) Landing Site:* A site used for the landing and taking off of EMS helicopters that is located at or as near as practical to a medical emergency or at or near a medical facility and
  (1) has been designated an EMS landing site by an officer authorized by a public safety agency, as defined in PUC Section 21662.1, using criteria that the public safety agency has determined is reasonable and prudent for the safe operation of EMS helicopters and
  (2) is used, over any twelve month period, for no more than an average of six landings per month with a patient or patients on the helicopter, except to allow for adequate medical response to a mass casualty event even if that response causes the site to be used beyond these limits, and
  (3) is not marked as a permitted heliport as described in Section 3554 of these regulations and
  (4) is used only for emergency medical purposes.
- *Heliport on Offshore Oil Platform:* A heliport located on a structure in the ocean, not connected to the shore by pier, bridge, wharf, dock or breakwater, used in the support of petroleum exploration or production.
- *Personal-Use Airport:* An airport limited to the non-commercial use of an individual owner or family and occasional invited guests.
- *Public-Use Airport:* An airport that is open for aircraft operations to the general public and is listed in the current edition of the *Airport/Facility Directory* that is published by the National Ocean Service of the U.S. Department of Commerce.
- *Seaplane Landing Site:* An area of water used, or intended for use, for landing and takeoff of seaplanes.
- *Special-Use Airport or Heliport:* An airport not open to the general public, access to which is controlled by the owner in support of commercial activities, public service operations, and/or personal use.
- *Temporary Helicopter Landing Site:* A site, other than an emergency medical service landing site at or near a medical facility, which is used for landing and taking off of helicopters and
  (1) is used or intended to be used for less than one year, except for recurrent annual events and
  (2) is not marked or lighted to be distinguishable as a heliport and
  (3) is not used exclusively for helicopter operations.

**Ambient Noise Level:** The level of noise that is all encompassing within a given environment for which a single source cannot be determined. It is usually a composite of sounds from many and varied sources near to and far from the receiver.

**Approach Protection Easement:** A form of easement that both conveys all of the rights of an avigation easement and sets specified limitations on the type of land uses allowed to be developed on the property.

**Approach Speed:** The recommended speed contained in aircraft manuals used by pilots when making an approach to landing. This speed will vary for different segments of an approach as well as for aircraft weight and configuration. (AIM)

**Aviation-Related Use:** Any facility or activity directly associated with the air transportation of persons or cargo or the operation, storage, or maintenance of aircraft at an airport or heliport. Such uses specifically include runways, taxiways, and their associated protected areas defined by the Federal Aviation Administration, together with aircraft aprons, hangars, fixed base operations, terminal buildings, etc.

**Avigation Easement:** A type of easement that typically conveys the following rights:

- A right-of-way for free and unobstructed passage of aircraft through the airspace over the property at any altitude above a surface specified in the easement (usually set in accordance with FAR Part 77 criteria).
- A right to subject the property to noise, vibrations, fumes, dust, and fuel particle emissions associated with normal airport activity.
- A right to prohibit the erection or growth of any structure, tree, or other object that would enter the acquired airspace.
- A right-of-entry onto the property, with proper advance notice, for the purpose of removing, marking, or lighting any structure or other object that enters the acquired airspace.
- A right to prohibit electrical interference, glare, misleading lights, visual impairments, and other hazards to aircraft flight from being created on the property.

**Based Aircraft:** Aircraft stationed at an airport on a long-term basis.

**California Environmental Quality Act (CEQA):** Statutes adopted by the state legislature for the purpose of maintaining a quality environment for the people of the state now and in the future. The Act establishes a process for state and local agency review of projects, as defined in the implementing guidelines that may adversely affect the environment.

**Ceiling:** Height above the earth's surface to the lowest layer of clouds or obscuring phenomena. (AIM)

**Circling Approach/Circle-to-Land Maneuver:** A maneuver initiated by the pilot to align the aircraft with a runway for landing when a straight-in landing from an instrument approach is not possible or not desirable. (AIM)

**Combining District:** A zoning district that establishes development standards in areas of special concern over and above the standards applicable to basic underlying zoning districts.

**Commercial Activities:** Airport-related activities that may offer a facility, service or commodity for sale, hire or profit. Examples of commodities for sale are: food, lodging, entertainment, real estate, petroleum products, parts and equipment. Examples of services are: flight training, charter flights, maintenance, aircraft storage, and tiedown. (CCR)

**Commercial Operator:** A person who, for compensation or hire, engages in the carriage by aircraft in air commerce of persons or property, other than as an air carrier. (FAR 1)

**Community Noise Equivalent Level (CNEL):** The noise metric adopted by the State of California for evaluating airport noise. It represents the average daytime noise level during a 24-hour day, adjusted to an equivalent level to account for the lower tolerance of people to noise during evening and nighttime periods relative to the daytime period. (State Airport Noise Standards)

**Compatibility Plan:** As used herein, a plan, usually adopted by an Airport Land Use Commission that sets forth policies for promoting compatibility between airports and the land uses that surround them. Often referred to as a *Comprehensive Land Use Plan (CLUP)*.

**Controlled Airspace:** Any of several types of airspace within which some or all aircraft may be subject to air traffic control. (FAR 1)

**Day-Night Average Sound Level (DNL):** The noise metric adopted by the U.S. Environmental Protection Agency for measurement of environmental noise. It represents the average daytime noise level during a 24-hour day, measured in decibels and adjusted to account for the lower tolerance of people to noise during nighttime periods. The mathematical symbol is $L_{dn}$.

**Decibel (dB):** A unit measuring the magnitude of a sound, equal to the logarithm of the ratio of the intensity of the sound to the intensity of an arbitrarily chosen standard sound, specifically a sound just barely audible to an unimpaired human ear. For environmental noise from aircraft and other transportation sources, an *A-weighted sound level* (abbreviated dBA) is normally used. The A-weighting scale adjusts the values of different sound frequencies to approximate the auditory sensitivity of the human ear.

**Deed Notice:** A formal statement added to the legal description of a deed to a property and on any subdivision map. As used in airport land use planning, a deed notice would state that the property is subject to aircraft overflights. Deed notices are used as a form of buyer notification as a means of ensuring that those who are particularly sensitive to aircraft overflights can avoid moving to the affected areas.

**Designated Body:** A local government entity, such as a regional planning agency or a county planning commission, chosen by the county board of supervisors and the selection committee of city mayors to act in the capacity of an airport land use commission.

**Displaced Threshold:** A landing threshold that is located at a point on the runway other than the designated beginning of the runway (see *Threshold*). (AIM)

**Dwelling Unit:** Any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof. (HUD)

**Easement:** A less-than-fee-title transfer of real property rights from the property owner to the holder of the easement.

**Equivalent Sound Level ($L_{eq}$):** The level of constant sound that, in the given situation and time period, has the same average sound energy as does a time-varying sound.

**Federal Aviation Regulations (FAR) Part 77***:* The part of Federal Aviation Regulations that deals with objects affecting navigable airspace in the vicinity of airports. Objects that exceed the Part 77 height limits constitute airspace obstructions. FAR Part 77 establishes standards for identifying obstructions to navigable airspace, sets forth requirements for notice to the FAA of certain proposed construction or alteration, and provides for aeronautical studies of obstructions to determine their effect on the safe and efficient use of airspace. A copy of the regulations is available at www.ecfr.gov.

**FAR Part 77 Surfaces:** Imaginary airspace surfaces established with relation to each runway of an airport. There are five types of surfaces: (1) primary; (2) approach; (3) transitional; (4) horizontal; and (5) conical.

**Federal Aviation Administration (FAA):** The U.S. government agency that is responsible for ensuring the safe and efficient use of the nation's airports and airspace.

**Federal Aviation Regulations (FAR):** Regulations formally issued by the FAA to regulate air commerce.

**Findings:** Legally relevant subconclusions that expose a government agency's mode of analysis of facts, regulations, and policies, and that bridge the analytical gap between raw data and ultimate decision.

**Fixed Base Operator (FBO):** A business that operates at an airport and provides aircraft services to the general public including, but not limited to, sale of fuel and oil; aircraft sales, rental, maintenance, and repair; parking and tiedown or storage of aircraft; flight training; air taxi/charter operations; and specialty services, such as instrument and avionics maintenance, painting, overhaul, aerial application, aerial photography, aerial hoists, or pipeline patrol.

**General Aviation:** That portion of civil aviation that encompasses all facets of aviation except air carriers. (FAA Stats)

**Glide Slope:** An electronic signal radiated by a component of an ILS to provide vertical guidance for aircraft during approach and landing.

**Global Positioning System (GPS):** A navigational system that utilizes a network of satellites to determine a positional fix almost anywhere on or above the earth. Developed and operated by the U.S. Department of Defense, GPS has been made available to the civilian sector for surface, marine, and aerial navigational use. For aviation purposes, the current form of GPS guidance provides en route aerial navigation and selected types of nonprecision instrument approaches. Eventual application of GPS as the principal system of navigational guidance throughout the world is anticipated.

**Helipad:** A small, designated area, usually with a prepared surface, on a heliport, airport, landing/takeoff area, apron/ramp, or movement area used for takeoff, landing, or parking of helicopters. (AIM)

**Heliport:** A facility used for operating, basing, housing, and maintaining helicopters. (HAI)

**Infill:** Development that takes place on vacant property largely surrounded by existing development, especially development that is similar in character.

**Instrument Approach Procedure:** A series of predetermined maneuvers for the orderly transfer of an aircraft under instrument flight conditions from the beginning of the initial approach to a landing or to a point from which a landing may be made visually. It is prescribed and approved for a specific airport by competent authority (refer to *Nonprecision Approach Procedure* and *Precision Approach Procedure*). (AIM)

**Instrument Flight Rules (IFR):** Rules governing the procedures for conducting instrument flight. Generally, IFR applies when meteorological conditions with a ceiling below 1,000 feet and visibility less than 3 miles prevail. (AIM)

**Instrument Landing System (ILS):** A precision instrument approach system that normally consists of the following electronic components and visual aids: (1) Localizer; (2) Glide Slope; (3) Outer Marker; (4) Middle Marker; (5) Approach Lights. (AIM)

**Instrument Operation:** An aircraft operation in accordance with an IFR flight plan or an operation where IFR separation between aircraft is provided by a terminal control facility. (FAA ATA)

**Instrument Runway:** A runway equipped with electronic and visual navigation aids for which a precision or nonprecision approach procedure having straight-in landing minimums has been approved. (AIM)

**Inverse Condemnation:** An action brought by a property owner seeking just compensation for land taken for a public use against a government or private entity having the power of eminent domain. It is

a remedy peculiar to the property owner and is exercisable by that party where it appears that the taker of the property does not intend to bring eminent domain proceedings.

**Land Use Density:** A measure of the concentration of land use development in an area. Mostly the term is used with respect to residential development and refers to the number of dwelling units per acre. Unless otherwise noted, policies in this compatibility plan refer to *gross* rather than *net* acreage.

**Land Use Intensity:** A measure of the concentration of nonresidential land use development in an area. For the purposes of airport land use planning, the term indicates the number of people per acre attracted by the land use. Unless otherwise noted, policies in this compatibility plan refer to *gross* rather than *net* acreage.

**Large Airplane:** An airplane of more than 12,500 pounds maximum certificated takeoff weight. (Airport Design AC)

**Localizer (LOC):** The component of an ILS that provides course guidance to the runway. (AIM)

**Mean Sea Level (MSL):** An elevation datum given in feet from mean sea level.

**Minimum Descent Altitude (MDA):** The lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circle-to-land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided. (FAR 1)

**Missed Approach:** A maneuver conducted by a pilot when an instrument approach cannot be completed to a landing. (AIM)

**National Transportation Safety Board (NTSB):** The U.S. government agency responsible for investigating transportation accidents and incidents.

**Navigational Aid (Navaid):** Any visual or electronic device airborne or on the surface that provides point-to-point guidance information or position data to aircraft in flight. (AIM)

**Noise Contours:** Continuous lines of equal noise level usually drawn around a noise source, such as an airport or highway. The lines are generally drawn in 5-decibel increments so that they resemble elevation contours in topographic maps.

**Noise Level Reduction (NLR):** A measure used to describe the reduction in sound level from environmental noise sources occurring between the outside and the inside of a structure.

**Nonconforming Use:** An existing land use that does not conform to subsequently adopted or amended zoning or other land use development standards.

**Nonprecision Approach Procedure:** A standard instrument approach procedure in which no electronic glide slope is provided. (FAR 1)

**Nonprecision Instrument Runway:** A runway with an approved or planned straight-in instrument approach procedure that has no existing or planned precision instrument approach procedure. (Airport Design AC)

**Obstruction:** Any object of natural growth, terrain, or permanent or temporary construction or alteration, including equipment or materials used therein, the height of which exceed the standards established in Subpart C of Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*.

**Overflight:** Any distinctly visible and/or audible passage of an aircraft in flight, not necessarily directly overhead.

**Overflight Easement:** An easement that describes the right to overfly the property above a specified surface and includes the right to subject the property to noise, vibrations, fumes, and emissions. An overflight easement is used primarily as a form of buyer notification.

**Overflight Zone:** The area(s) where aircraft maneuver to enter or leave the traffic pattern, typically defined by the FAR Part 77 horizontal surface.

**Overlay Zone:** See *Combining District*.

**Planning Area Boundary:** An area surrounding an airport designated by an ALUC for the purpose of airport land use compatibility planning conducted in accordance with provisions of the State Aeronautics Act.

**Precision Approach Procedure:** A standard instrument approach procedure where an electronic glide slope is provided. (FAR 1)

**Precision Instrument Runway:** A runway with an existing or planned precision instrument approach procedure. (Airport Design AC)

**Referral Area:** The area around an airport defined by the planning area boundary adopted by an airport land use commission within which certain land use proposals are to be referred to the commission for review.

**Runway Protection Zone (RPZ):** An area (formerly called a *clear zone*) off the end of a runway used to enhance the protection of people and property on the ground. (Airport Design AC)

**Safety Zone:** For the purpose of airport land use planning, an area near an airport in which land use restrictions are established to protect the safety of the public from potential aircraft accidents.

**Secondary Dwelling Unit:** An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. (California Department of Housing and Community Development)

**Single-Event Noise:** As used in herein, the noise from an individual aircraft operation or overflight.

**Single Event Noise Exposure Level (SENEL):** A measure, in decibels, of the noise exposure level of a single event, such as an aircraft flyby, measured over the time interval between the initial and final times for which the noise level of the event exceeds a threshold noise level and normalized to a reference duration of one second. SENEL is a noise metric established for use in California by the state Airport Noise Standards and is essentially identical to *Sound Exposure Level (SEL)*.

**Site Approval Permit:** A written approval issued by the California Department of Transportation authorizing construction of an airport in accordance with approved plans, specifications, and conditions. Both public-use and special-use airports require a site approval permit. (CCR)

**Small Airplane:** An airplane of 12,500 pounds or less maximum certificated takeoff weight. (Airport Design AC)

**Sound Exposure Level (SEL):** A time-integrated metric (i.e., continuously summed over a time period) that quantifies the total energy in the A-weighted sound level measured during a transient noise event.

The time period for this measurement is generally taken to be that between the moments when the A-weighted sound level is 10 dB below the maximum.

**Straight-In Instrument Approach:** An instrument approach wherein a final approach is begun without first having executed a procedure turn; it is not necessarily completed with a straight-in landing or made to straight-in landing weather minimums. (AIM)

**Structure:** Something that is constructed or erected.

**Taking:** Government appropriation of private land for which compensation must be paid as required by the Fifth Amendment of the U.S. Constitution. It is not essential that there be physical seizure or appropriation for a *taking* to occur, only that the government action directly interferes with or substantially disturbs the owner's right to use and enjoyment of the property.

**Terminal Instrument Procedures (TERPS):** Procedures for instrument approach and departure of aircraft to and from civil and military airports. There are four types of terminal instrument procedures: precision approach, nonprecision approach, circling, and departure.

**Threshold:** The beginning of that portion of the runway usable for landing (also see *Displaced Threshold*). (AIM)

**Touch-and-Go:** An operation by an aircraft that lands and departs on a runway without stopping or exiting the runway. (AIM)

**Traffic Pattern:** The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from an airport. The components of a typical traffic pattern are upwind leg, crosswind leg, downwind leg, base leg, and final approach. (AIM)

**Visual Approach:** An approach where the pilot must use visual reference to the runway for landing under VFR conditions.

**Visual Flight Rules (VFR):** Rules that govern the procedures for conducting flight under visual conditions. VFR applies when meteorological conditions are equal to or greater than the specified minimum-generally, a 1,000-foot ceiling and 3-mile visibility.

**Visual Runway:** A runway intended solely for the operation of aircraft using visual approach procedures, with no straight-in instrument approach procedure and no instrument designation indicated on an FAA-approved airport layout plan. (Airport Design AC)

**Zoning:** A police power measure, enacted primarily by units of local government, in which the community is divided into districts or zones within which permitted and special uses are established, as are regulations governing lot size, building bulk, placement, and other development standards. Requirements vary from district to district, but they must be uniform within districts. A zoning ordinance consists of two parts: the text and a map.

## Glossary Sources

**FAR 1:** Federal Aviation Regulations Part 1, Definitions and Abbreviations

**AIM:** Aeronautical Information Manual

**Airport Design AC:** Federal Aviation Administration, *Airport Design* Advisory Circular 150/5300-13

**CCR:** California Code of Regulations, Title 21, Section 3525 et seq., *Division of Aeronautics*

**FAA ATA:** Federal Aviation Administration, *Air Traffic Activity*

**FAA Stats:** Federal Aviation Administration, *Statistical Handbook of Aviation*

**HAI:** Helicopter Association International

**NTSB:** National Transportation and Safety Board

Attachment A

# Airport Layout Plan Acceptance Letters

**DEPARTMENT OF TRANSPORTATION**
DIVISION OF AERONAUTICS
P.O. BOX 942874, MS-40
SACRAMENTO, CA 94274-0001
PHONE (916) 654-4959
FAX (916) 653-9531
TTY 711
www.dot.ca.gov

*Serious drought.*
*Help save water!*

September 9, 2015

Mr. Matt Treber, Deputy Director Planning
Community and Economic Development Planning Division
County of Madera
200 West Fourth Street, Suite 3100
Madera, CA 92637-3548

Dear Mr. Treber:

The California Department of Transportation, Division of Aeronautics, received your letter requesting the review and acceptance of the Chowchilla Municipal Airport Layout Plan (ALP), which was approved by the Federal Aviation Administration (FAA) November 18, 2009. Currently, the Airport Land Use Compatibility Plan (ALUCP) for Chowchilla Municipal Airport is being updated, and in accordance with the California Public Utilities Code, section 21675(a), the ALUCP must be based on the most recent ALP.

This letter serves as the Division of Aeronautics review and acceptance of the submitted Chowchilla Municipal ALP, as approved by the FAA, for the inclusion into the draft ALUCP. Please note that any proposed changes must be reviewed and approved by the Division of Aeronautics to ensure the State's participation. If you have any questions, please contact me at (916) 654-7075 or by email at ron.bolyard@dot.ca.gov.

Sincerely,

Ron Bolyard

RON BOLYARD, Aviation Planner
Office of Aviation Planning

**DEPARTMENT OF TRANSPORTATION**
DIVISION OF AERONAUTICS
P.O. BOX 942874, MS-40
SACRAMENTO, CA 94274-0001
PHONE (916) 654-4959
FAX (916) 653-9531
TTY 711
www.dot.ca.gov

*Serious drought.*
*Help save water!*

September 9, 2015

Mr. Matt Treber, Deputy Director Planning
Community and Economic Development Planning Division
County of Madera
200 West. Fourth Street, Suite 3100
Madera, CA 92637

Dear Mr. Treber:

The California Department of Transportation, Division of Aeronautics, received your letter requesting the review and acceptance of the draft 2014 Madera Municipal Airport Layout Plan (ALP), which will be approved by the Federal Aviation Administration (FAA) late 2015. Currently, the Airport Land Use Compatibility Plan (ALUCP) for Madera Municipal Airport is being updated, and in accordance with the California Public Utilities Code, section 21675(a), the ALUCP must be based on the most recent ALP.

This letter serves as the Division of Aeronautics review and conditional acceptance of the submitted Madera Municipal ALP. The Division's conditional approval is subject to the ALP being approved by the FAA. Please note that any proposed changes must be reviewed and approved by the Division of Aeronautics to ensure the State's participation. If you have any questions, please contact me at (916) 654-7075 or by email at ron.bolyard@dot.ca.gov.

Sincerely,

Ron Bolyard

RON BOLYARD, Aviation Planner
Office of Aviation Planning

**Exhibit C:**

2016 ALP Update

Narrative

# Madera Municipal Airport
# Madera, California

# Airport Layout Plan Update Narrative

**December 2016**

The City of MADERA VALLEY CENTRAL

Reinard W. Brandley
CONSULTING AIRPORT ENGINEER

# MADERA MUNICIPAL AIRPORT
# AIRPORT LAYOUT PLAN UPDATE NARRATIVE

*Prepared for*
*City of Madera, California*

*Prepared by:*
*Reinard W. Brandley*
*Consulting Airport Engineer*

*December 2016*

The preparation of this document was financed, in part, through the Airport Improvement Program financial assistance from the Federal Aviation Administration as provided under Title 49 U.S.C., Section 47104. The contents do not necessarily reflect the official views or policy of the F.A.A. Acceptance of this report by the F.A.A. does not in any way constitute a commitment on the part of the United States to participate in any development depicted herein nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public laws.

# MADERA MUNICIPAL AIRPORT
# AIRPORT LAYOUT PLAN UPDATE NARRATIVE
# CITY OF MADERA, MADERA COUNTY, CALIFORNIA

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FULL SIZE PLANS SUBMITTED SEPARATELY

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# EXECUTIVE SUMMARY

Madera Municipal Airport (MAE) is owned and operated by the City of Madera, Madera County, California. The Airport is a general aviation facility serving the requirements of the air trade area, which generally consists of the City of Madera, the surrounding County of Madera, and portions of Fresno County. Aircraft using the airport are generally single-engine general aviation aircraft, twin-engine general aviation aircraft, and business jets.

Madera Municipal Airport (MAE) is located approximately three miles northwest of the City of Madera. The 890-acre site is located in the Central Valley of California at an elevation of 255 feet above mean sea level.

There are several business jets that operate in the Madera/Fresno/Visalia area. The Fresno airports are short on facilities to accommodate these business jets and over the past 10 years there has been a significant increase in the number of business jets operating from Madera Municipal Airport and Visalia Municipal Airport. In 2006 there were no business jets based at Madera. Currently there are 9 business jets based at the Madera Municipal Airport and they have requests for 4 more business jets once space is provided for the construction of new hangars to accommodate business jets. These jet aircraft range from the small Learjet and Cessna Citation to larger jets of the Cessna Citation VII class.

The business jets have approximately 2,000 operations at the airport and the larger jets on hot days have to reduce load to operate off from the 5,544-foot runway. The business jets are a major source of income for the airport and it is important that facilities be designed to accommodate them. It is important that Runway 12-30 be extended to at least 7,000 feet total length and that facilities for construction of additional corporate hangars be provided to allow the business jet owner to construct corporate hangars to house the jet aircraft.

An Airport Layout Plan for the Madera Municipal Airport (MAE) dated December 16, 2006, was approved by the Federal Aviation Administration (FAA) in 2007. A new updated Airport Layout Plan has been prepared and submitted to the FAA dated December 2016. Since the submittal of the last approved Airport Layout Plan, the following changes have been made to the detailed layout:

- The existing apron southeast of the administration building has been changed from a tie down apron to a "Future Charter Service Hangar/Future Jet Center."

- Runway 8-26 is to be abandoned when the agricultural spraying operator lease expires in 5 to 6 years. Taxiway C (South) will be closed and the area to the south of Runway 12-30 has been reserved for future airport-compatible commercial/industrial development instead of hangars. There has been no demonstrated need for additional hangars in this area. The

abandonment of Runway 8-26 in 2021 will make available a large section of land that is not needed for airport purposes. It is important that the Airport develop their operations so as to be economically viable. It is, therefore, proposed to set this property aside for the development of aviation-compatible commercial/industrial facilities.

- A future heliport and helicopter tie down apron has been added to the southwest side of Runway 12-30 near the center of the runway.

- New tee hangars to the southeast of the existing tee hangars have been added.

- New corporate hangar sites to the northwest of existing airport hangar sites have been added.

The airport consists of two runways. The primary runway is Runway 12-30, which is 150 feet wide by 5,544 feet long. The crosswind runway, Runway 8-26, is 150 feet wide by 3,702 feet long. Runway 8-26 is used primarily by crop dusters, who are based adjacent to this runway. The major aircraft operations are limited to Runway 12-30. There is a parallel taxiway to Runway 12-30 and five cross taxiways. The Runway Reference Code (RRC) for Runway 12-30 is B/II/5000 and for Runway 8-26 is A/II/VIS.

With the increase in jet traffic it is important to extend Runway 12-30 to approximately 7,000 feet in length. In order to maintain approach clearances from the southwest it is proposed to limit the southeast runway extension to 850 feet, which will require the continued closure of Avenue 16. The additional 606-foot extension will be to the northwest. This extension will require the relocation of Avenue 17.

There is an aircraft tie down apron on the northeast side of the runway and a series of nested tee hangars. There is also a series of corporate hangars and three FBO operators. There are currently 14 corporate hangars. Two of these hangars are owned by the City of Madera and the rest are individually owned on leased ground. There are 9 tee hangar buildings and 65 tie down spaces at the airport.

There are currently 90 aircraft based at the airport. There are currently approximately 55,200 aircraft operations per year at this airport. Nine business jets are now based at this airport. These business jets produce approximately 2,000 operations per year.

A charter company plans to establish a charter service in Central and Southern California using Gulfstream G 550 aircraft. They have applied to base this aircraft at Madera Municipal Airport and construct a hangar to accommodate the aircraft. The operator of the charter service and other companies have expressed interest in developing a major jet center at the Madera Municipal Airport. Currently the Airport has an Administration Building located off the end of Airport Drive. To accommodate potential growth of major commercial operations a major redevelopment of the apron to the southeast of the Administration Building is proposed. This development will consist of a

major restaurant facility immediately adjacent to the Administration Building, a potential charter aircraft operating hangar, and a jet center. The apron to the southwest of these facilities will be designed to accommodate the heavier aircraft and the current apron to the northeast of the proposed development will be developed as automobile parking and landscaped facilities.

In order to maintain the existing facilities at MAE and to provide for the forecast growth, a series of development projects have been proposed and are shown on the Airport Layout Plan. These include the following:

***Short-Term – 0 to 5 Years:***

- The asphaltic concrete pavements on portions of Runway 12-30, Taxiway P, Apron A2, and the tee hangar taxilanes are old and have significant transverse and longitudinal cracks, some alligator cracking, and some block and map cracking, so it is proposed to repair and seal these cracks. The joint seal in the PCC area of Apron A3 is showing signs of deterioration. It is proposed to reseal these joints in this project. The engineering design and construction of this project is scheduled for 2017.

- There are currently a series of manually controlled swing and sliding gates in the existing fence line. Four of these gates are located in areas that are frequently used for maintenance and airport operations. To enhance the security of the airport it is proposed to install card operated and electrically operated gates at these four locations and to add one additional automatic entrance security gate. It is also proposed to add three 12-foot swing gates in the existing fence line. The engineering and construction of this project is scheduled for 2018.

- The existing drainage system is overloaded under current conditions and will not even accommodate a 10-year storm without localized flooding. The proposed construction in front of the administration building will further overload this system. Additional drainage facilities need to be installed to augment existing facilities so that the total drainage system on the airport will provide adequate flood protection. This project will require an environmental assessment, which is scheduled for 2018. The engineering design and construction of this project is scheduled for 2020.

- An almond orchard has been planted on airport property leased to the grower. The northern row of trees is within the Runway Object Free Area and the next two rows penetrate the Part 77 transitional surfaces. It is proposed to identify the edge of these obstructions by installing a row of obstruction lights at the northeast edge of the orchard. The installation of these lights is scheduled for 2020.

- MAE has a long list of pilots that are anxious to lease hangar space. All of the existing hangars are fully occupied. It is proposed to construct a new Southeast Hangar Development to accommodate this demand. This project will require an environmental assessment, which is scheduled for 2018. The engineering design

of Phase 1 and of Phase 2 is scheduled for 2020. Construction of Phase 1 is scheduled for 2021 and of Phase 2 for 2022.

- Recent apron and taxiway development for the corporate hangars to accommodate jet aircraft have been constructed. As a result of developing these areas, five new corporate hangars have been constructed. There is a waiting list for an additional four hangars, which will fill all of the areas that have been developed. It is proposed to expand the area to the northwest to provide room for additional corporate hangars proposed in this area. This project will require an environmental assessment, which is scheduled for 2018. The engineering design of this project is scheduled for 2021 and construction is scheduled for 2022.

- Runway 8-26 is to be abandoned when the agricultural spraying operator lease expires. This will make land available for aviation-compatible commercial/ industrial development. It is proposed to abandon this runway in 2021.

***Mid-Term – 6 to 10 Years:***

- To accommodate potential growth of major commercial operations a major redevelopment of the apron to the southeast of the Administration Building is proposed. This development will consist of a major restaurant facility immediately adjacent to the Administration Building, a potential charter aircraft hangar, and a jet center.

- The 2014 Pavement Maintenance Management Plan indicates the pavements on Runway 12-30 (Sta. 0+00 to Sta. 44+00) and a portion of Taxiways P, A, B, C, D, and E require a "mill and fill" operation be performed to extend the useful life of these pavements. The engineering design of these projects is scheduled for 2023. Construction of the runway project is scheduled for 2023 and construction of the taxiway project is scheduled for 2024.

- Significant operations of turbojet aircraft are occurring annually at MAE. The jet aircraft operations range from the small Lear and Citation type aircraft to the large Gulfstream G V category aircraft. The runway length is not adequate for these aircraft to operate at full payload and needs to be extended to a total length of 7,000 feet. It is proposed to extend the runway 850 feet to the southeast in mid-term development (Stage 1). Taxiway P and a new cross taxiway will also be extended. In long-term development it is proposed to extend the runway to the northwest 606 feet (Stage 2). An Environmental Assessment for Stage 1 will be required for this project, which is scheduled for 2023. The engineering design of the Stage 1 project is scheduled for 2025 and the construction is scheduled for 2026.

- The existing general aviation apron needs to be reconstructed since the pavements are 30 years old and cracked, weathered and, in some instances,

showing signs of incipient failure. The engineering design of the reconstruction of Apron A6 (Phase III) is scheduled for 2026 and construction is scheduled for 2027.

***Long-Term:***

- It is proposed to develop a portion of the area on the southwest side of the airport to accommodate aviation facilities that cannot be constructed on the northeast side of the airport. In order to provide access to these facilities, a new access road will be required. An Environmental Assessment will be required for this project, which is scheduled for 2025. The engineering design of this project is scheduled for 2027 and construction is scheduled for 2028.
- Significant operations of turbojet aircraft are occurring annually at MAE. The runway length is not adequate for these aircraft to operate at full payload and needs to be extended to a total length of 7,000 feet. In 2026 it is proposed to extend the runway 850 feet to the southeast in mid-term development (Stage 1). In long-term development it is proposed to extend the runway to the northwest 606 feet (Stage 2). With this second stage extension Avenue 17 will be located in the 34:1 approach slope and it will be required to relocate Avenue 17.
- Avenue 17 to Highway 99 interchange is planned to be enlarged. When this enlargement occurs the access from Avenue 17 to Airport Drive will be eliminated. It is, therefore, necessary to provide new access to the airport from Avenue 17.
- It is proposed to develop a portion of the area on the southwest side of the airport to accommodate aviation facilities that cannot be constructed on the southeast side of the airport.

***Funding Plan***:

Total short-term development project costs total $4,933,000, mid-term development project costs total $7,022,000, and long-term development project costs total $11,340,000. A full implementation plan for development of short-term, mid-term, and long-term projects has been presented in this Airport Layout Plan Narrative. It is anticipated that all development projects will be funded under the Federal Aviation Administration Airport Improvement Program (AIP) at 90 percent, the State of California Division of Aeronautics matching grant program at 5 percent of the AIP funding, and local monies will fund the remainder of the projects. All costs are based on 2016 prices and have not been adjusted for inflation.

The Madera Municipal Airport is eligible for $150,000 in annual entitlement funds from Federal Aviation Administration AIP funding and can compete for additional airport discretionary funds. The Airport will have adequate funding to meet their local match for these projects.

# CHAPTER 1. INTRODUCTION

Madera Municipal Airport (MAE) is located approximately three miles northwest of the City of Madera. The 890-acre site is located in the Central Valley of California at an elevation of 255 feet above mean sea level. The airport is a general aviation airport and serves the City of Madera, the surrounding County of Madera, and portions of Fresno County.

Madera Municipal Airport was originally constructed and operated by the City of Madera prior to World War II. MAE was leased by the Army Corps of Engineers during World War II. After the war the airport reverted back to the City of Madera, who has owned and operated this airport since that time.

Airport Sponsors are required by the Federal Aviation Administration (FAA) to keep their Airport Layout Plan (ALP) current, reflecting current conditions, and growth and expandability of the facility. An Airport Layout Plan drawing set provides the Airport Sponsor with recommended airport development in the short term (0 to 5 years), mid-term (6 to 10 years), and long term (11 to 20 years). The ALP update for the MAE will guide the City of Madera in the development of this airport.

The Airport Layout Plan was last updated in 2006. The Airport Layout Plan has been further updated in 2016, and a summary of changes made and recommendations for development are presented in this Airport Layout Plan Update Narrative.

This narrative report provides an outline of the research and analysis that makes up the framework for the ALP document and its related changes. In accordance with FAA Standard Operating Procedure 2.0, Standard Procedure for FAA Review and Approval Airport Layout Plans (ALPs), this report contains the following elements:

- Inventory
- Basic Aeronautical Forecasts
- Alternatives/Proposed Development
- Obstruction Surfaces
- Runway Protection Zone
- Development Summary
- Wildlife Hazard Management Issues Review
- Preliminary Identification of Environmental Features
- The Airport Layout Plan Sheets No. 1 through 12 are submitted separately and included in this narrative by reference.

Airport standards, aviation forecasts, and airport development requirements to accommodate the standards and forecasts are expected to change over time with changes in economic conditions, environmental requirements, and political environment. This Airport Layout Plan and Narrative Report has been prepared to accommodate existing and forecast growth conditions and provide guidance for development of the

airport to accommodate existing and forecast growth. It is important that the Airport Layout Plan be reviewed and updated at least once every five years to plan for and accommodate any changes that develop. Flexibility has been incorporated into the Airport Layout Plan to allow changes if and when required.

# CHAPTER 2. INVENTORY

This chapter describes existing facilities on the Madera Municipal Airport (MAE). This information is to be used as a baseline for the development of the updated Airport Layout Plan.

## 2-1 History

Madera Municipal Airport was originally constructed and operated by the City of Madera prior to World War II. During World War II the airport was leased to the Army Corps of Engineers for Army Air Force activities and was returned to the City six months after termination of the "National Emergency". At that time the airport consisted of two runways, major taxiways, and some small aprons.

In the 1970/1980 timeframe new aircraft tie down aprons were constructed, extensions were made to some of the taxiway system, and some tee hangars were constructed. In 1999 Runway 12-30 was extended 1,200 feet to the north, and necessary taxiway extensions were made in 2002. From 2005 to 2013 various sections of the original general aviation tie down aprons were reconstructed and corporate hangar development was constructed.

Prior to 2005 there were no jet aircraft or larger propeller-driven aircraft based at the airport. A series of taxiways, taxilanes, and access roads were constructed in the hangar development area in the northwest portion of the airport. Building sites were leased to various entities who constructed large corporate hangars and brought jet aircraft and larger propeller-driven aircraft to the airport. There are currently 9 jet aircraft based at the airport and it is anticipated that a significant number of additional jet aircraft owners will move to Madera.

## 2-2 Location and Setting

Madera Municipal Airport (MAE) is located approximately three miles northwest of the City of Madera. The 890-acre site is located in the Central Valley of California at an elevation of 255 feet above mean sea level. A map of a portion of Madera County, including the City of Madera, is included as Exhibit 1, which shows the location of the airport, roads and other land features in the area.

## 2-3 Airfield Facilities

The airfield consists of features and facilities required to accommodate safe and efficient current and future aircraft operations. The airfield includes two runways, taxiways, aircraft parking aprons, hangar facilities, and fixed base operator buildings. The major airfield facilities at this airport consist of the following items:

- Runway 12-30 is 5,544 feet long by 150 feet wide with no shoulders. The runway has full-length runway sighting distance and is a visual non-precision runway. The Runway Reference Code (RRC) is B/II/5000.

- Runway 8-26 is 3,702 feet long by 150 feet wide with no shoulders. The runway has full-length runway sighting distance. Runway 8-26 is a visual runway. The RRC is A/II/VIS. This runway is currently restricted to agricultural operations of crop dusters.

- Taxiway P is parallel to Runway 12-30 and spaced at 500-foot centerline-to-centerline distance from the runway. The taxiway is 50 feet wide and runs from Taxiway E to Taxiway A. There are holding aprons at the ends of the runway. There are no shoulders on the taxiway. Taxiway P is classified as a Taxiway Design Group (TDG) 2.
- The following 50-foot wide collector taxiways exist on the airport:
  - Taxiway A – Connects Runway 30 to Taxiway P.
  - Taxiways B and C North are 400 feet long and connect Runway 12-30 to Taxiway P
  - Taxiway D is 560 feet long and connects Runway 12-30 to Taxiway P
  - Taxiway E – Connects Runway 12 to Taxiway P.
  - Taxiway C South is 2,500 feet long and connects Runway 12-30 to Runway 8-26.

- The tie down apron consists of six apron areas (A1 through A6) and includes the following:

  - Apron A1 – 206,000 sq. ft.
  - Apron A2 – 138,000 sq. ft.
  - Apron A3 – 206,000 sq. ft.
  - Apron A4 – 47,000 sq. ft.
  - Apron A5 – 114,000 sq. ft.
  - Apron A6 – 116,000 sq. ft.

  There are 68 tie down spaces for small aircraft on the apron. There are helicopter parking areas marked on Aprons A2 and A3. There are fueling facilities existing on Apron A3.

- There are 94 tee hangar spaces existing on the airport. These hangar spaces occupy nine nested tee hangar buildings.

- There are 14 corporate hangars existing on the airport. Two of these hangars are owned by the City of Madera and the rest are individually owned on leased ground.

## 2-4 Airfield Pavements/Geotechnical

The existing airfield pavement sections at this airport are summarized below:

| Item | Section Thickness - inches | | | | |
|---|---|---|---|---|---|
| | PCC | AC | AB | ASB | Total |
| Runway 12-30 | - | 3-4 | 8-9 | - | 12 |
| Taxiways A, P. & E | - | 3-4 | 8-9 | 0-6 | 12-18 |
| Taxiways B, C (North), & D | - | 4 | 8 | - | 12 |
| Apron A1 | - | 3 | 6-9 | 0-6 | 12-15 |
| Apron A2 | - | 3 | 9 | - | 12 |
| Apron A3 (AC) | - | 3 | 6 | 6 | 15 |
| Apron A3 (PCC) | 6 | - | - | - | 6 |
| Apron A4, A5, & A6 | - | 2 | 6 | - | 8 |
| Runway 8-26 & Taxiway C | - | 2 | 8 | - | 10 |
| Taxiway C (South) | - | 2 | 8 | - | 10 |
| Corporate Hangars | - | 3 | 6-9 | 0-6 | 12-15 |
| Tee Hangars | - | 2-4 | 0-4 | - | 3-6 |
| Road A – Corp. Hangars | - | 2 | 4 | 6 | 12 |
| Road B – Corp. Hangars | - | 3 | 9 | - | 12 |

Geotechnical studies have been undertaken at the Madera Municipal Airport. Soil borings were studied and presented in the October 2014, *Madera Municipal Airport Pavement Evaluation Study/Pavement Maintenance Management Program.* Most test holes indicate that the subsoils at this site are silty fine to medium sands with some sandy silt layers interspersed at different depths. In many areas the sandy silt layer is 2 to 5 feet thick and located at the surface of the ground and in other areas there are sandy silt layers at different depths.

The sandy silt subgrade soils when compacted to a relative compaction of 95 percent have a California Bearing Ratio (CBR) ranging from 5 to 8 and a Modulus of Elasticity ranging from 6,000 to 12,000 pounds per square inch (psi). The compacted underlying sand and silt soils have a CBR value of 12 to 18 when compacted to 95 percent relative compaction and a Modulus of Elasticity ranging from 50,000 to 100,000 psi.

The Pavement Condition Number (PCN) for Runway 12-20 is 10/F/C/Y/T and for Runway 8-26 is 8/F/C/Y/T.

## 2-5 Building Facilities

There are nine nested tee hangar buildings on the airport consisting of a total of 94 hangar units.

There are a total of 14 corporate hangars on the airport. Two of these hangars are owned by the City of Madera. The rest of the corporate hangars are individually owned on leased ground. There exists one terminal/administration building.

## 2-6 Airfield Lighting/Navigational Aids

The lighting of the Runways 12-30 Complex is complete and generally meets or exceeds all F.A.A. minimums. Specifically, the existing lighting consists of the following:

- *Runway 12-30* – Medium intensity runway edge lights on the runway and runway end identifier lights (REILs) on Runway 12. There are lighted airfield guidance signs on this runway. There is a 1,400-foot medium intensity approach lighting system with sequenced flashers on Runway 30.

- *Runway 8-26* – Runway 8-26 is restricted to agricultural operations. There is no lighting on this runway. There are no lighted airfield guidance signs.

- *Taxiways P, A, E, and Collector Taxiways* – Medium intensity taxiway edge lights and airfield guidance signs are installed on the taxiways.

Navigational aids (NAVAIDs) at MAE consist of a 2-box PAPI on Runway 12 and a 2-box PAPI on Runway 30. Runway 12 and Runway 30 have Global Positional System (GPS) technology (RNAV). There is a VOR instrument approach on Runway 30.

MAE has one segmented circle/wind tee and three supplemental wind cones. There is also a rotating beacon located at this airport.

## 2-7 Fuel Facilities

The airport has the following fueling services and tanks located at MAE:

- Barber Aviation Fuel Island with two 10,000-gallon 100 LL above-ground fuel tanks and one 5,000-gallon Jet A above-ground fuel tank. Barber Aviation also has two mobile 3,000-gallon mobile fueling vehicles for 100LL and Jet A fuel.
- Bode Enterprises has one 10,000-gallon Jet A above-ground storage tank, one 100LL fueling terminal linked to a 12,000-gallon above-ground fuel storage tank, and one mobile 3,000-gallon Jet A mobile fueling vehicle.
- The Madera Jet Center has one 10,000-gallon Jet A above-ground bulk fuel storage tank and one mobile 3,000-gallon Jet A fueling vehicle.
- WDS, LLC has one Jet A fueling terminal linked to a 12,000 gallon above-ground fuel storage tank.

The fuel island and terminals are all card controlled.

## 2-8 Weather Facilities

An Automatic Surface Observing System (ASOS) exists on the MAE and is owned by the National Oceanic and Atmospheric Administration (NOAA).

## 2-9 Airport Access Road and Parking

Access to the airport is from U.S. Highway 99 to Avenue 17 to Airport Drive. This road provides direct access to the airport. Avenue 17 to the Highway 99 interchange is planned to be enlarged. When this enlargement occurs the access from Avenue 17 to Airport Drive will be eliminated. It is, therefore, necessary to provide new access to the airport from Avenue 17.

Public automobile parking is located inside the fence at the end of Airport Drive adjacent to Apron A6. There are 21 spaces available for parking. Automobile parking is also available at the corporate hangar sites.

## 2-10 Utilities

Utilities are available at the airport to serve the FBO buildings, airport administration building, hangars, and other structures and include sewer, water, electrical, and telephone. Water and sewer are provided by the City of Madera and electric and telephone service is provided by local utilities. Drainage is provided by sheet flow to a ditch system carried under the runways and taxiways by a network of drainlines to carry the water off the airport.

## 2-11 Perimeter Fencing

An 8-foot chain link perimeter fence is located all around the airport on the property line of the MAE. Four automatic gates have been installed at the access points on Aviation Drive and Airport Drive to provide controlled access to the airport. There are 14 manually controlled swing and sliding gates in the existing fence line.

## 2-12 Airport Maintenance Equipment

Airport maintenance activities are performed by the City of Madera. The City is responsible for monitoring the condition of the airport and performing maintenance activities including grass mowing, annual minor pavement repair, and overall maintenance of the airfield.

The City of Madera owns the following maintenance equipment:

| Year | Make | Model |
|---|---|---|
| 2011 | Kubota | RTV |
| 1998 | Vrisimo | 8' Flail Mower |
| 1998 | Domries | 10' Domries Disc |
| 2001 | Vrisimo | 12' Flail Mower |
| 2003 | Chevrolet | ¾ Ton Utility Truck |
| 2004 | John Deere | Tractor with Bucket |
| 2015 | Ford | ¾ Ton Utility Truck |
| 2013 | Kubota | Mower F3080 |

This equipment is stored on the airport.

## 2-13 Fixed Base Operators (FBOs)

There are currently five Fixed Base Operators (FBOs) operating out of MAE. These FBOs and their services are as follows:

*Barber Aviation* – Aircraft Maintenance and Repairs and Fuel Sales

*Bode Enterprises* – Aircraft Maintenance and Repairs, Aircraft Parts, and Fuel Sales

*Madera Jet Center* – Aviation Fuel Sales, Hangars, Aircraft Maintenance, and Aircraft Sales

*Madera Parachute Center* – Skydiving instruction.

*Transierra Technology* – Avionics Sales and Service

## 2-14 Airport Property Ownership

The Property Map, Exhibit "A" of the Airport Layout Plan set of drawings, Sheet No. 12, shows the property that is owned in fee simple. The entire airport is owned in fee simple by the City of Madera.

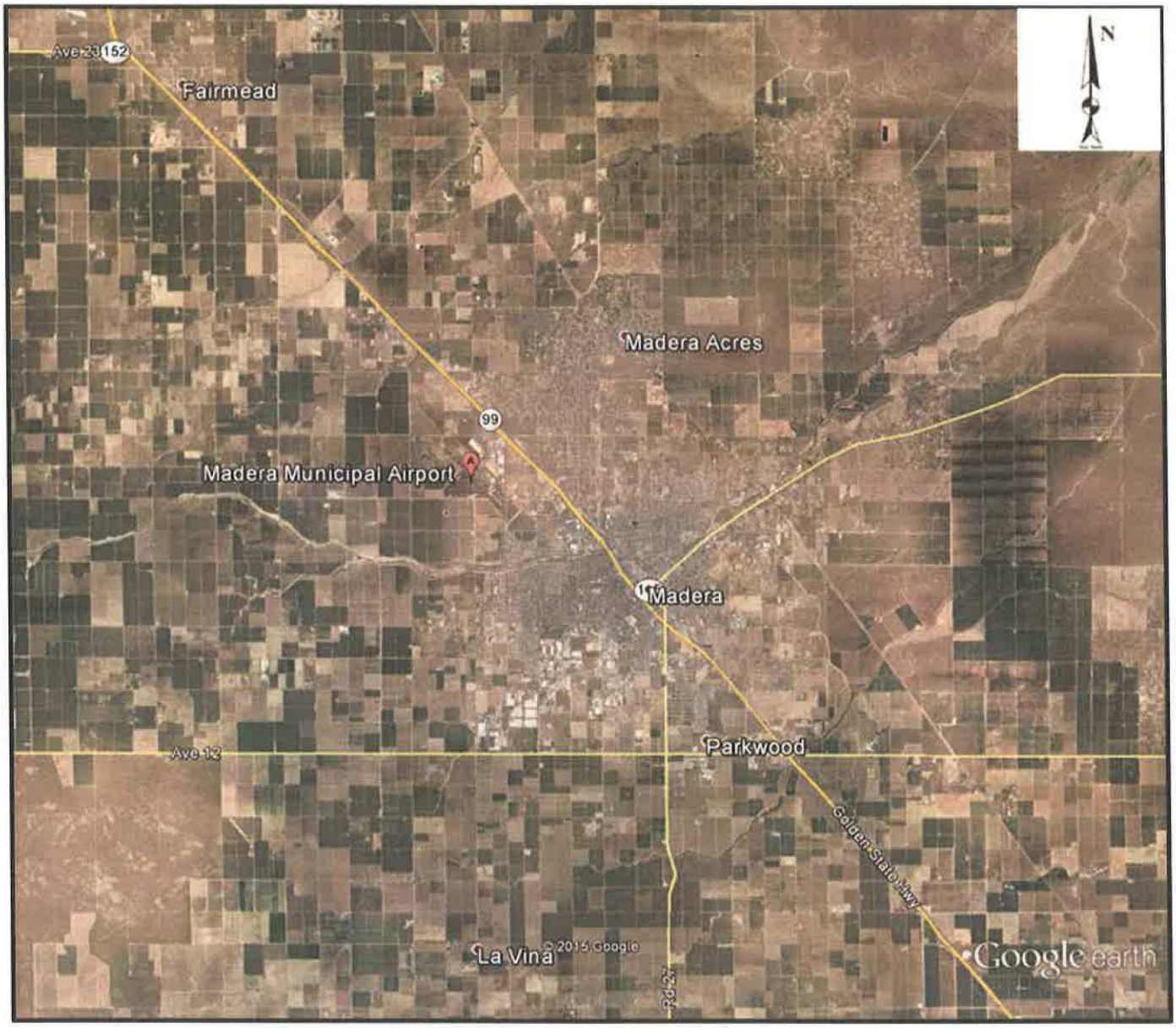
## 2-15 Land Use Controls – Zoning

Land use within and immediately surrounding the MAE facilities is regulated by Madera County and the City of Madera. The Compatibility Zones for MAE are shown on Sheet No. 11 of the Airport Layout Plan set of drawings.

## 2-16 Existing Critical Aircraft

Aircraft based at the airport consist of 56 light single-engine aircraft, 8 dual-engine aircraft, 10 business jets, 6 helicopters, 1 glider, and 9 ultra-light aircraft. The critical aircraft, which is defined as that class aircraft which has at least 500 operations per year at the airport, are the Cessna Citation VII for Runway 12-30 and the AT 402 for Runway 8-26.

The Runway Design Code (RDC) for Runway 12-30 is B II and for Runway 8-26 is A II.




# Exhibit 1
# Location Map
# Madera Municipal Airport (MAE)

# CHAPTER 3. AVIATION FORECASTS

## 3-1 Introduction

Detailed forecasts of aircraft activity are beyond the scope of a Program Narrative. Forecasts have been limited to determine reasonable forecasts of aircraft activity at the Madera Municipal Airport. Trend analyses have been conducted to determine the relationship between aircraft activity and population and employment of the County and City. Share analyses have been conducted to determine relationship of aircraft activity with the aircraft activity in the Western Pacific Region and the entire United States. In addition, the forecasts prepared by F.A.A. and included in F.A.A. Form 5010 and in the Terminal Area Forecasts (TAF) have also been collected. An inventory has been made of existing based aircraft at the airport in 2016 and the past five years, and a reasonable estimate of operations has been prepared.

The existing count of based aircraft and estimated operations, as well as the forecasts presented in F.A.A. Form 5010 and the TAF for the Base Year 2016, have been prepared and are included in Table No. 3-1.

**TABLE NO. 3-1 – EXISTING COUNTS – BASE YEAR 2016**

| Source | Based Aircraft | Annual Operations |
|---|---|---|
| Madera Airport Count | 90 | 55,200 |
| FAA Form 5010 | 140 | 50,950 |
| TAF Forecasts | 87 | 50,950 |

For all forecast studies for the Base Year 2016 the based aircraft used is 90 and the annual operations used is 55,200.

## 3-2 Aviation Activity Parameters and Measures to be Forecast

The major activities and measures to be forecast include:

- Annual Operations – Itinerant, Local, and Total
- Number of Based Aircraft
- Critical Aircraft
- Runway Design Code (RDC)
- Runway Reference Code (RRC)
- Fleet Mix – Number and Type of Operations
- Peak Operations
- Comparison of Airport Planning to TAF Forecasts

## 3-3 Data Collection

Pertinent data available for all demographics and airport activity used in these forecasts were collected and are included in this narrative. The most recent FAA Terminal Area Forecasts (TAF) were obtained for the historical and forecast aviation activity for the entire Western United States, the FAA Western Region and the Madera Municipal Airport. These data are summarized in Table No. 3-2.

The historical and forecast population for Madera County are shown on Plate No. 3-1. The historical population for the City of Madera is shown on Plate No. 3-2. The historical and forecast employment for Madera County and the City of Madera are shown on Plate No. 3-3.

The fleet mix data were acquired from the airport records. The general aviation fleet mix ranges from single engine and twin engine general aviation aircraft to business jets. Nine business jets are based at and utilize the airport.

## 3-4 Forecast Methods

Forecasts have been prepared using trend analysis procedures with City and County populations and employment data as the basis of analysis and share analysis using FAA Terminal Area Forecasts for the Western Pacific Region and the total United States based aircraft and operations data. The Airport Forecast and TAF Forecast activity showing based aircraft, itinerant operations, local operations, and total operations have been calculated for the period 2016 to 2036 and are summarized in Table No. 3-2. These forecasts are presented on Plate No. 3-4 for total annual operations and Plate No. 3-5 for total based aircraft.

A comparison of Airport Forecasts to TAF Forecasts has been made and the results are included in Table No. 3-3. It will be noted that the Airport Forecasts are higher than the TAF forecasts, mainly since the TAF forecasts indicate that there would be no growth during the study period and do not take into account the proposed air charter service and new jet center.

## 3-5 Evaluation of Forecasts

The forecasts prepared have been evaluated to indicate the forecast growth, the reason for the growth, and the effect on future development of the airport.

### 3-5.1 *Airport Operations*

The total current operations at MAE based on TAF data are 50,950, which includes:

- 700 air taxi and commuter operations
- 12,280 itinerant general aviation operations

- 100 itinerant military operations
- 37,870 local operations

With the anticipated growth of the airport due to a proposed air charter service and new jet center, it is anticipated that by 2036 (20 years) the total number of operations will increase to 72,000.

### 3-5.2 *Based Aircraft*

Based on Airport forecasts, it is anticipated that by 2036 (20 years) the number of based aircraft will have increased from 90 to 120.

A charter company plans to establish a service in Central and Southern California using Gulfstream G 550 aircraft. This aircraft will be based at Madera and the charter service will build a major commercial hangar to accommodate this operation. The operator of the charter service has also expressed an interest in establishing a jet center at the Madera Municipal Airport since activity of jet aircraft has increased significantly over the past five years. It is anticipated that the number of based aircraft and operations will increase as a result of the opening of the charter service and jet center.

There is a waiting list for an additional four corporate hangars, which will fill all of the areas that have been developed. It is proposed to expand the area to the northwest to provide room for additional corporate hangars proposed in this area. This will result in an increase in the number of based aircraft at MAE.

### 3-5.3 *Annual Instrument Approaches*

Instrument approaches available at MAE are:

- Instrument Approach Procedure RNAV (GPS) Runway 12
- Instrument Approach Procedure RNAV (GPS) Runway 30
- VOR Runway 30

It is not anticipated that there will be any change to instrument approaches in the future.

### 3-5.4 *Critical Aircraft*

F.A.A. defines the critical aircraft for planning purposes to be the largest aircraft group that has more than 500 annual operations. The current and forecast future critical aircraft at the Madera Municipal Airport is the Cessna Citation VII for Runway 12-30 and the AT 402 for Runway 8-26. The maximum takeoff weight of the Cessna Citation VII is 22,500

pounds and of the AT 402 is 8,500 pounds. The Cessna Citation VII aircraft is categorized by aircraft approach category B and aircraft design group II.

The current estimated critical aircraft type exceeding 500 annual operations is a B-II aircraft.

The Airport Sponsor should continue to monitor airport operations and evaluate the needs of current and future airport users.

### 3-5.5 *Runway Design Code (RDC)*

The current and future Runway Design Code (RDC) for Runway 12-30 is B/II/5000. The current RDC for Runway 8-26 is A/II/VIS. It is planned to abandon Runway 8-26 in the future when the crop duster's lease expires.

### 3-5.6 *Runway Reference Code (RRC)*

The current and future Runway Reference Code (RRC) for Runway 12-30 is B/II/5000. The current RRC for Runway 8-26 is A/II/VIS. Runway 8-26 will be abandoned in the near future.

### 3-5.7 *Fleet Mix*

The fleet mix ranges from small single-engine aircraft to the business jets. The critical aircraft in the base year and in future years is the Cessna Citation VII.

### 3-5.8 *Peaking Characteristics*

Peak hour operations indicate that the existing runway system will adequately serve the forecast aircraft traffic during the forecast period without any significant delays.

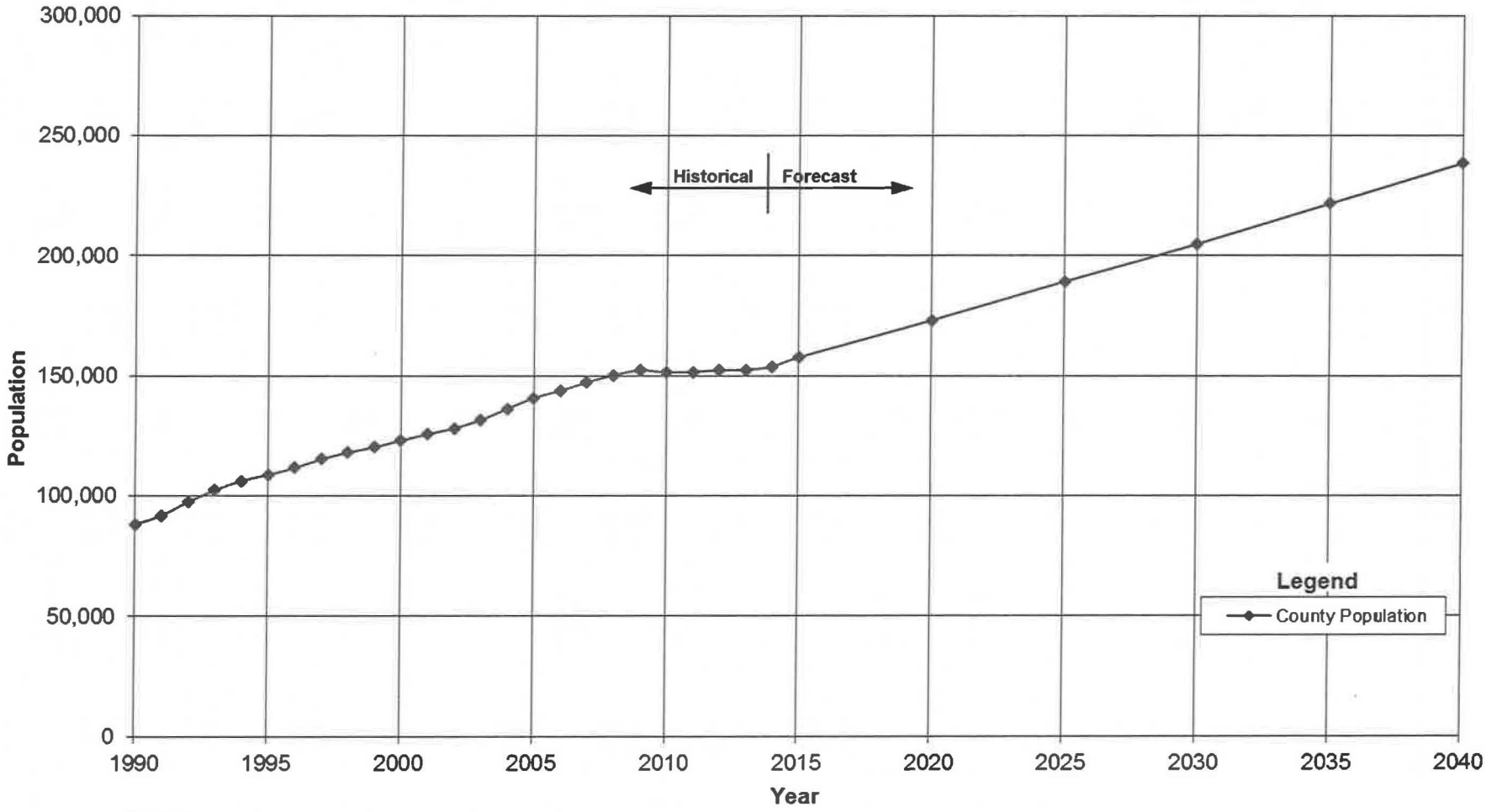
**TABLE NO. 3-2**
**FORECAST AIRCRAFT ACTIVITY - MADERA MUNICIPAL AIRPORT (MAE)**

| Year | Operations | | | | | | | | | | Based Aircraft | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Itinerant | | | | | | Local | | Total | | | |
| | TAF | | | Airport | | | TAF | Airport | TAF | Airport | TAF | Airport |
| | Air Taxi & Commuter | General Aviation | Total | Air Taxi & Commuter | General Aviation | Total | | | | | | |
| 2010 | 700 | 12,380 | 13,080 | 700 | 12,400 | 13,100 | 37,870 | 37,900 | 50,950 | 51,000 | 82 | 82 |
| 2011 | 700 | 12,380 | 13,080 | 700 | 12,600 | 13,300 | 37,870 | 38,500 | 50,950 | 51,800 | 82 | 83 |
| 2012 | 700 | 12,380 | 13,080 | 700 | 13,000 | 13,700 | 37,870 | 39,000 | 50,950 | 52,700 | 79 | 85 |
| 2013 | 700 | 12,380 | 13,080 | 700 | 13,200 | 13,900 | 37,870 | 39,600 | 50,950 | 53,500 | 88 | 86 |
| 2014 | 700 | 12,380 | 13,080 | 700 | 13,500 | 14,200 | 37,870 | 40,200 | 50,950 | 54,400 | 87 | 88 |
| 2015 | **700** | **12,380** | **13,080** | **700** | **13,800** | **14,500** | **37,870** | **40,700** | **50,950** | **55,200** | **87** | **90** |
| 2016 | **700** | **12,380** | **13,080** | **725** | **13,975** | **14,700** | **37,870** | **41,300** | **50,950** | **56,000** | **87** | **91** |
| 2017 | **700** | **12,380** | **13,080** | **750** | **14,350** | **15,100** | **37,870** | **41,800** | **50,950** | **56,900** | **87** | **93** |
| 2018 | **700** | **12,380** | **13,080** | **775** | **14,525** | **15,300** | **37,870** | **42,400** | **50,950** | **57,700** | **87** | **95** |
| 2019 | **700** | **12,380** | **13,080** | **800** | **14,800** | **15,600** | **37,870** | **43,000** | **50,950** | **58,600** | **87** | **96** |
| 2020 | **700** | **12,380** | **13,080** | **825** | **15,075** | **15,900** | **37,870** | **43,500** | **50,950** | **59,400** | **87** | **97** |
| 2021 | **700** | **12,380** | **13,080** | **850** | **15,250** | **16,100** | **37,870** | **44,100** | **50,950** | **60,200** | **87** | **99** |
| 2022 | **700** | **12,380** | **13,080** | **875** | **15,525** | **16,400** | **37,870** | **44,700** | **50,950** | **61,100** | **87** | **100** |
| 2023 | **700** | **12,380** | **13,080** | **900** | **15,800** | **16,700** | **37,870** | **45,200** | **50,950** | **61,900** | **87** | **102** |
| 2024 | **700** | **12,380** | **13,080** | **925** | **15,975** | **16,900** | **37,870** | **45,800** | **50,950** | **62,700** | **87** | **103** |
| 2025 | **700** | **12,380** | **13,080** | **950** | **16,250** | **17,200** | **37,870** | **46,400** | **50,950** | **63,600** | **87** | **105** |
| 2026 | **700** | **12,380** | **13,080** | **975** | **16,525** | **17,500** | **37,870** | **46,900** | **50,950** | **64,400** | **87** | **106** |
| 2027 | **700** | **12,380** | **13,080** | **1,000** | **16,800** | **17,800** | **37,870** | **47,500** | **50,950** | **65,300** | **87** | **108** |
| 2028 | **700** | **12,380** | **13,080** | **1,025** | **16,975** | **18,000** | **37,870** | **48,100** | **50,950** | **66,100** | **87** | **109** |
| 2029 | **700** | **12,380** | **13,080** | **1,050** | **17,350** | **18,400** | **37,870** | **48,600** | **50,950** | **67,000** | **87** | **111** |
| 2030 | **700** | **12,380** | **13,080** | **1,075** | **17,525** | **18,600** | **37,870** | **49,200** | **50,950** | **67,800** | **87** | **112** |
| 2031 | **700** | **12,380** | **13,080** | **1,100** | **17,800** | **18,900** | **37,870** | **49,700** | **50,950** | **68,600** | **87** | **114** |
| 2032 | **700** | **12,380** | **13,080** | **1,125** | **18,075** | **19,200** | **37,870** | **50,300** | **50,950** | **69,500** | **87** | **115** |
| 2033 | **700** | **12,380** | **13,080** | **1,150** | **18,250** | **19,400** | **37,870** | **50,900** | **50,950** | **70,300** | **87** | **117** |
| 2034 | **700** | **12,380** | **13,080** | **1,175** | **18,625** | **19,800** | **37,870** | **51,400** | **50,950** | **71,200** | **87** | **118** |
| 2035 | **700** | **12,380** | **13,080** | **1,200** | **18,800** | **20,000** | **37,870** | **52,000** | **50,950** | **72,000** | **87** | **120** |
| 2036 | **700** | **12,380** | **13,080** | **1,200** | **18,800** | **20,000** | **37,870** | **52,000** | **50,950** | **72,000** | **87** | **120** |

**TABLE NO. 3-3**
**COMPARISON - AIRPORT FORECASTS VS. TAF FORECASTS**
**MADERA MUNICIPAL AIRPORT (MAE)**

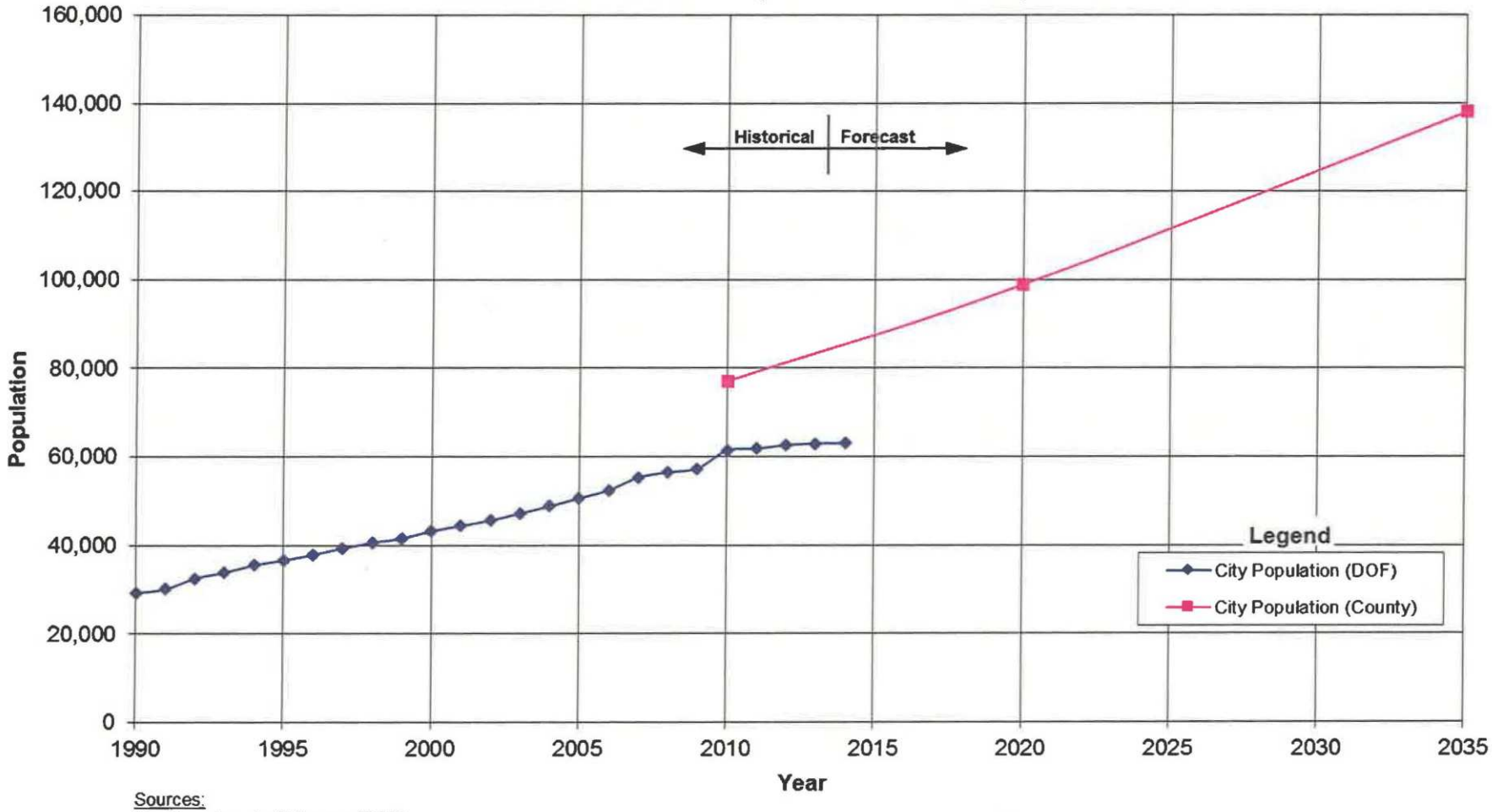
| Year | Ratio - Airport/TAF | | | |
|---|---|---|---|---|
| | Itinerant Operations | Local Operations | Total Operations | Based Aircraft |
| 2010 | 1.00 | 1.00 | 1.00 | 1.00 |
| 2016 | 1.12 | 1.09 | 1.10 | 1.05 |
| 2021 | 1.23 | 1.16 | 1.18 | 1.14 |
| 2026 | 1.34 | 1.24 | 1.26 | 1.22 |
| 2031 | 1.44 | 1.31 | 1.35 | 1.31 |
| 2036 | 1.53 | 1.37 | 1.41 | 1.38 |

## Plate No. 3-1
## Madera Municipal Airport
## Historical & Forecast Population Trends - Madera County



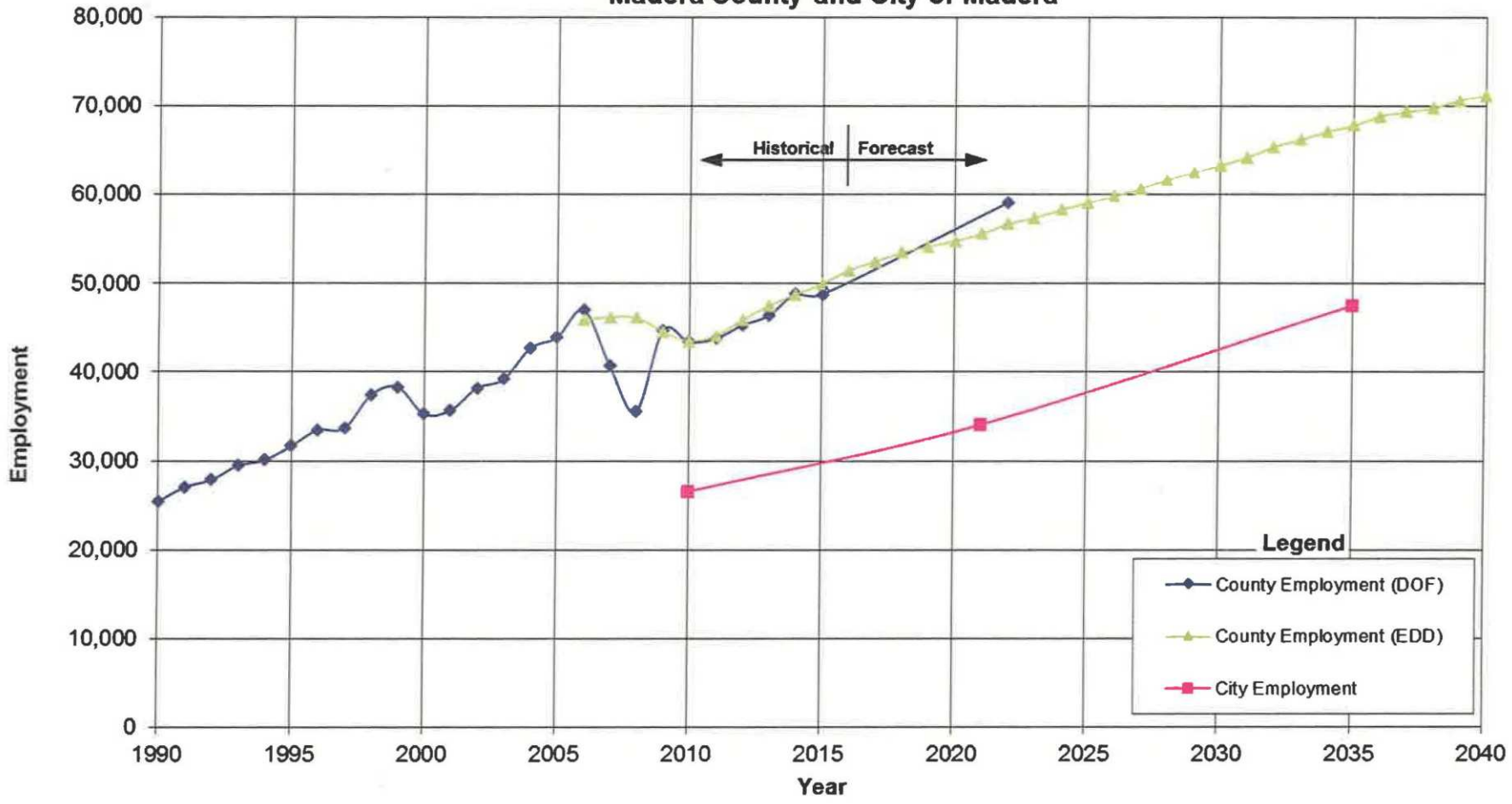

Source:
Ca. Department of Finance

**Plate No. 3-2**
**Madera Municipal Airport**
**Historical & Forecast Population Trends - City of Madera**



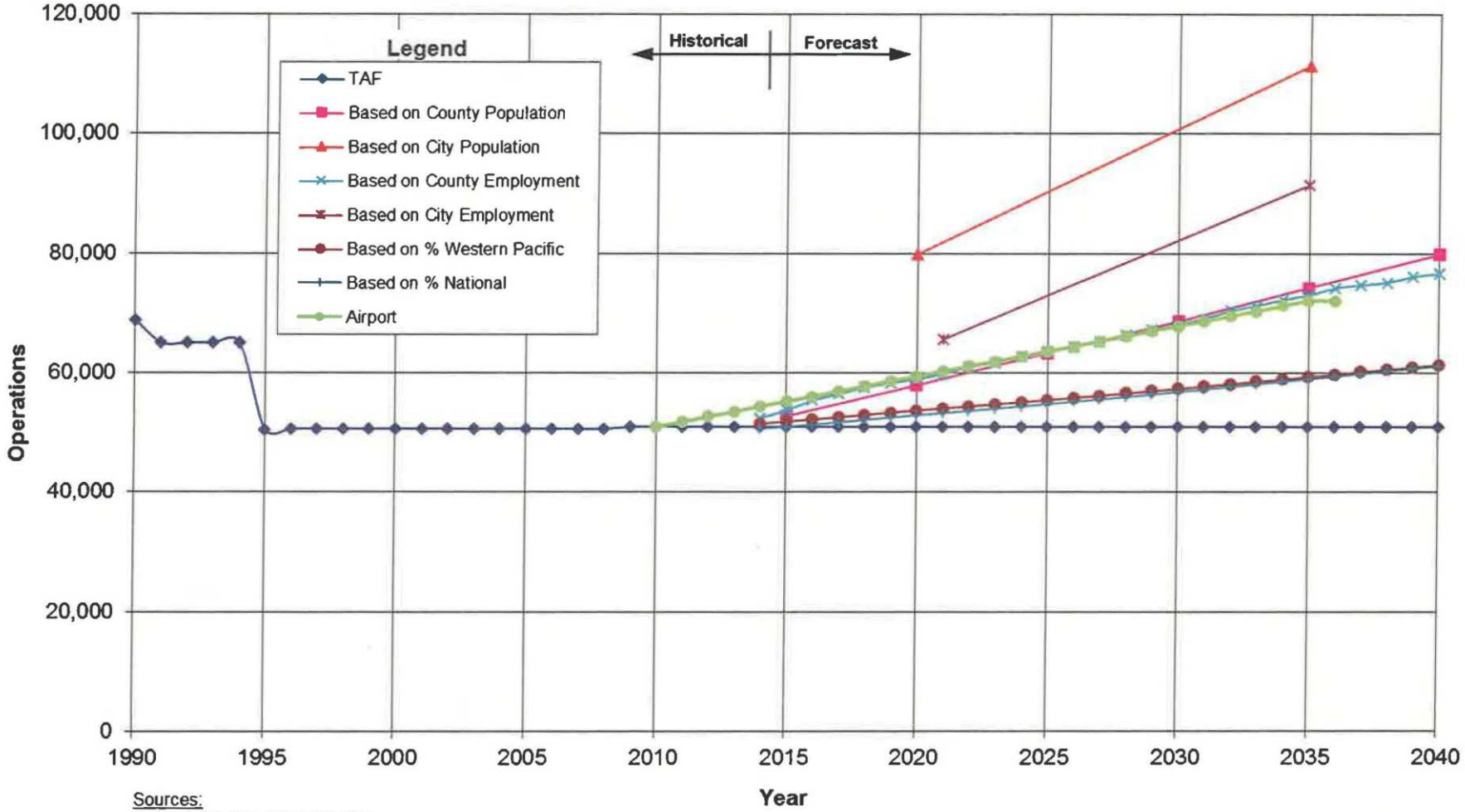

Sources:
Ca. Department of Finance (DOF)
Madera County 2011 Regional Transportation Plan (County)

**Plate No. 3-3**
**Madera Municipal Airport**
**Historical and Forecast Employment Trends**
**Madera County and City of Madera**



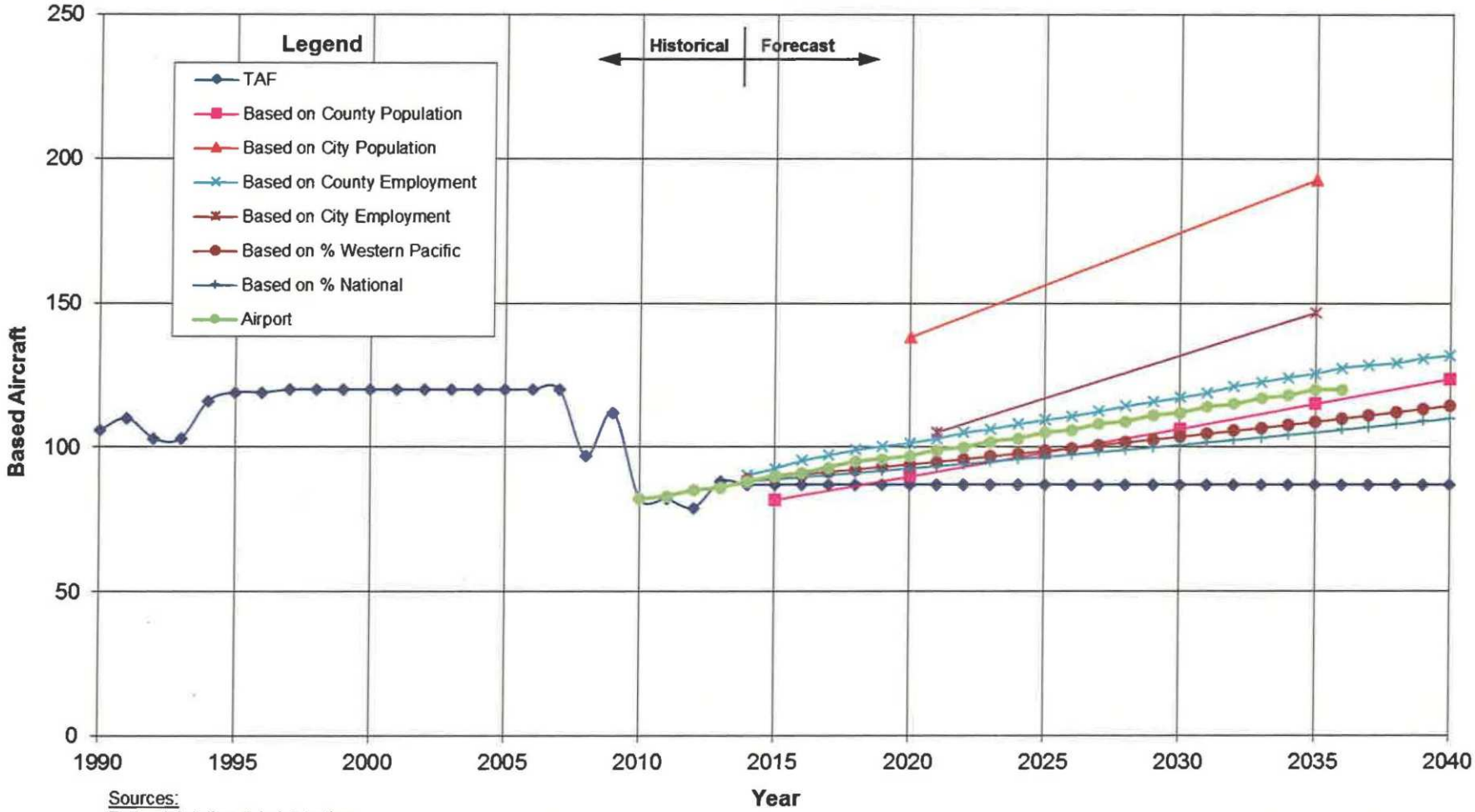

Sources:
Ca. Department of Finance (DOF)
California Employment Development Department (EDD)
Madera County 2011 Regional Transportation Plan (County)

## Plate No. 3-4
## Madera Municipal Airport
## Historial & Forecast Total Annual Operations




Sources:
Federal Aviation Administration
Ca. Aviation System Plan
Ca. Department of Finance

## Plate No. 3-5
## Madera Municipal Airport
## Historical & Forecast Based Aircraft




Sources:
Federal Aviation Administration
Ca. Aviation System Plan
Ca. Department of Finance

# CHAPTER 4. ALTERNATIVES/PROPOSED DEVELOPMENT

This chapter of the narrative evaluates feasible airport development alternatives that would enable the Airport to meet its current needs and long-term needs. Proposed development items are presented in Items 4-1 through 4-3 for Short-, Mid-, and Long-Term. A summary of proposed development items is presented in Table No. 4-1.

The pavements on the existing runways, taxiways, aprons, and taxilanes range in age from the original construction in 1943 (72 years) to new construction in 2010 (5 years). The Runway 12-30 and Runway 8-26 complex pavements are flexible pavements using asphaltic concrete surfacing and were designed to accommodate single-gear aircraft weighing up to 30,000 pounds. A Pavement Maintenance Management Plan (PMMP) was performed for the Madera Municipal Airport in 2014. Recommendations for maintenance and reconstruction of all pavements were included in this PMMP and added to the development program for this airport.

## 4-1 Short Term Development – 0 to 5 Years

### 4-1.1 Runway, Taxiway, and Apron Crack Seal and Reseal Joints

The asphaltic concrete (AC) pavements on the runway, taxiways, and aprons are old and have significant transverse and longitudinal cracks, some alligator cracking, and some block and map cracking. In order to protect the underlying aggregate base course and subgrade from damage due to water infiltration, it is proposed to repair and seal these cracks. It is proposed to shape the cracks to receive joint seal and then seal the cracks. The joint seal in the PCC area of Apron A3 is showing signs of deterioration. It is proposed to reseal these joints.

### 4-1.2 Security Fence Gates

Currently in the existing fence line surrounding the airport there exist four electrically controlled gates and a series of manually controlled swing and sliding gates. Four of these gates are located in areas that are frequently used for maintenance and airport operations. To provide easy access by authorized personnel and enhance the security of the airport it is proposed to install card operated and electrically operated gates at these four locations. It is also proposed to add one additional automatic entrance security gate and three 12-foot swing gates in the existing fence line.

### 4-1.3 Apron and Taxiway Drainage

Preliminary engineering studies have shown that the existing drainage system for the aircraft parking aprons, tee hangar building areas, and infields between the apron, Taxiway A, and Runway 12-30 is overloaded under current conditions and will not even accommodate a 10-year storm without localized flooding. The reconstruction of the apron in front of the administration building constructed in 2016 will further overload this system if current drainage facilities are used. It is

important that additional drainage facilities be installed to augment the existing facilities so that the total drainage system on the airport will provide adequate flood protection.

There is a pond south of the golf course to the southwest of the airport that has a very high infiltration rate and significant storage capacity. The existing airport drainage discharges through the golf course and into this pond. Increasing the discharge through the golf course creates significant environmental issues. To avoid the environmental issues it is proposed that the new drainage will flow through a new pipe under the runway just southwest of Taxiway C, through a new drainage ditch along the existing orchard, into the existing ditch and pipe system north of Runway 8-26 and into the pond.

### 4-1.4 Obstruction Removal

An almond orchard has been planted on airport property leased to the grower. This lease has 25 more years. The northern row of trees is within the Runway Object Free Area and the next two rows penetrate the Part 77 transitional surfaces. These trees will be removed at the end of the lease. In the meantime, it is proposed to identify the edge of these obstructions by installing a row of obstruction lights at the northeast edge of the orchard.

### 4-1.5 Tee Hangar Development – Phase I – Collector Taxiway (35' x 355'), Tee Hangar Taxilane (25' x 1,015')

The Madera Municipal Airport has a long list of pilots that are anxious to lease hangar space. All of the existing hangars are fully occupied. It is proposed in this project to construct Phase 1 of the Southeast Hangar Development. This project will consist of grading and drainage of the area for the extension of 9 rows of hangars to be located immediately southeast of the existing tee hangars. Nine tee hangar taxilanes and one 35-foot collector taxiway will be paved in this project. Electrical service will be provided for floodlighting of the area.

### 4-1.6 Tee Hangar Development – Phase II – Collector Taxiway (35' x 845'), Tee Hangar Taxilane (25' x 800')

The Madera Municipal Airport has a long list of pilots that are anxious to lease hangar space. All of the existing hangars are fully occupied. It is proposed in this project to construct Phase II of the Southeast Hangar Development. This project will consist of grading and drainage of the area for two additional rows of hangars to be located immediately southeast of the existing tee hangars. Two tee hangar taxilanes and one 35-foot collector taxiway will be paved in this project. Electrical service will be provided for floodlighting of the area.

### 4-1.7 Extend Commercial Hangar Development Area – Phase III (201,000 sq. ft.)

Apron and taxiway development for the development of corporate hangars to accommodate new jet aircraft were constructed under AIP Grants 12, 13, 17, 18, and 22. As a result of developing these areas, five new corporate hangars have been constructed and nine jet aircraft ranging in size from the smaller Citations to the Citation X are based at this airport. There was a waiting list for an additional four hangars, which were accommodated in the area constructed under AIP 22. This has filled all of the areas that have been developed and there is still a waiting list for additional hangars. It is proposed to expand the area to the northwest to provide room for additional corporate hangars proposed in this area. This development will consist of constructing a new aircraft parking apron, new access taxiways, and new service roads.

### 4-1.8 Abandon Runway 8-26

When the crop-duster's lease expires in 2021, it is proposed to close Runway 8-26 and make the land on the southwest side of the airport available for aviation-compatible commercial/industrial development.

## 4-2 Mid Term Development – 6 to 10 Years

### 4-2.1 Jet Center

A charter company plans to establish a charter service in Central and Southern California using Gulfstream G 550 aircraft. They have applied to base this aircraft at Madera Municipal Airport and construct a hangar to accommodate the aircraft. The operator of the charter service and other companies have expressed interest in developing a major jet center at the Madera Municipal Airport. Currently the Airport has an Administration Building located off the end of Airport Drive and to accommodate potential growth of major commercial operations a major redevelopment of the apron to the southeast of the Administration Building is proposed. This development will consist of a major restaurant facility immediately adjacent to the Administration Building, a potential charter aircraft operating hangar, and a jet center. The apron to the southwest of these facilities will be designed to accommodate the heavier aircraft and the current apron to the northeast of the proposed development will be developed as automobile parking and landscaped facilities.

### 4-2.2 Runway 12-30 Mill and Fill

The 2014 Pavement Maintenance Management Plan (PMMP) indicates that the underlying pavement structure for Runway 12-30 from Station 0+00 to Station 44+00 has not failed, but the surface has deteriorated to a condition that it needs to be repaired. A "mill and fill" operation will extend this useful life of these pavements. It is, therefore, proposed to rehabilitate the surface bituminous surface course to extend the life of this section of runway.

### 4-2.3 Taxiways P, A, B, C, D, & E Mill and Fill

The 2014 Pavement Maintenance Management Plan (PMMP) indicates that the underlying pavement structure for the following sections has not failed and is not critical, but the surface has deteriorated to a condition that it needs to be repaired:

- Taxiways A, P, and E – Sta. 9+00 to Sta. 26+10 and Sta. 33+80 to Sta. 43+00
- Taxiways B, C (North), and D
- Tee Hangar Taxilanes

A "mill and fill" operation will extend the useful life of these pavements. It is, therefore, proposed to rehabilitate the surface bituminous surface course to extend the life of these sections of taxiway and taxilanes.

### 4-2.4 Extend Runway 12-30 – Stage 1 – 150' x 850', Extend Taxiway P – 50' x 1,210'

Runway 12-30 at Madera Municipal Airport is currently 5,544 feet long. Significant operations of turbojet aircraft are occurring annually at this airport since there are nine jet aircraft currently based at this airport and it is expected that another nine will be based at the airport within five years. The jet aircraft operations range from the small Lear and Citation type aircraft to the large aircraft of the Gulfstream G V category. The runway length is not adequate for these aircraft to operate at full payload. It is proposed to ultimately extend the runway to a full length of 7,000 feet. In the first stage it is proposed to extend the runway 850 feet to the southeast to provide a 6,394-foot runway length to accommodate these larger aircraft. This 850-foot extension can be made on existing airport property. Taxiway P and a new cross taxiway will also be extended to the southeast to accommodate the new runway. In the second stage construction, which is proposed for long-term development, the runway will be extended to the northwest 606 feet. This extension will require the relocation of portions of Avenue 17.

### 4-2.5 Reconstruct General Aviation Apron – Phase III – Apron A6 (111,400 sq. ft.)

The pavements in the existing general aviation apron are more than 30 years old. These pavements are cracked, weathered, and, in some instances, showing signs of incipient failure. It is proposed to reconstruct this apron in three phases. The first phase was constructed in 2013 and the second phase is proposed for 2017. Phase III is proposed for construction in 2025.

## 4-3 Long Term Development – 11 to 20 Years

### 4-3.1 Southwest Hangar Area Development Access Road – 36' x 4,000'

The updated Airport Layout Plan studies conducted for this airport indicate a need for additional aviation facilities over and above those that can be constructed on the northeast side of Runway 12-30. Land on the southwest side of Runway 12-30 and west of Taxiway C will be reserved for airport expansion. It is proposed to develop the land southeast of Runway 12-30 and east of Taxiway C as airport-compatible commercial/industrial development to enhance the economic viability of the airport. Construction of an access road into these areas will be required.

### 4-3.2 Extend Runway 12-30 – Stage 2 - 150' x 606', Relocate Avenue 17

Runway 12-30 at Madera Municipal Airport is currently 5,544 feet long. It is planned in 2024 to extend the runway 850 feet to the southeast. Stage 2 extension of this runway includes an additional 606-foot extension, which will provide a full length runway of 7,000 feet. With this second stage extension Avenue 17 will be located in the 34:1 approach slope and it will be required to relocate Avenue 17.

### 4-3.3 New Access Road to Airport

Avenue 17 to Highway 99 interchange is planned to be enlarged. When this enlargement occurs the access from Avenue 17 to Airport Drive will be eliminated. It is, therefore, necessary to provide new access to the airport from Avenue 17.

### 4-3.4 Southwest Hangar Area Development

The updated Airport Layout Plan studies conducted for this airport indicate a need for additional aviation facilities over and above those that can be constructed on the northeast side of the airport. Land on the southwest side of Runway 12-30 and west of Taxiway C will be reserved for airport expansion. It is proposed to develop the land southeast of Runway 12-30 and east of Taxiway C as airport-compatible commercial/industrial to enhance the economic viability of the airport.

The proposed airport development schedule is summarized in Table 4-1.

## 4-4 Approach Procedure Requirements

MAE has a satellite-based (GPS) instrument approach procedure developed for Runway 12-30. The published visibility minimums for Runway 30 are 1 mile. The airport also has the VOR circling procedure for Runway 30 utilizing ground-based navigation.

## 4-5 Navigational Aids and Other Equipment Needs

There is currently a 2-box Precision Approach Path Indicator (PAPI) on Runway 12 and a 2-box PAPI on Runway 30. These PAPIs will be replaced with new 4-box PAPIs and relocated when the runway is extended.

There are three supplemental wind cones located adjacent to Taxiway P.

There is also a segmented circle and wind tee located between Runway 12-30 and Taxiway P. There is no plan to relocate or replace these wind cones or wind tee.

There is currently no localizer antenna located on MAE. It is proposed to install a new localizer antenna when Runway 12 is extended, which is scheduled for mid-term development.

## 4-6 Wind Coverage

Wind data indicate that Runway 12-30 has a wind coverage of 99.77 percent at 10.5 knots, 99.89 percent at 13 knots, 99.95 percent at 16 knots, and 99.98 percent at 20 knots. Runway 8-26 has a wind coverage of 98.24 percent at 10.5 knots, 99.33 percent at 13 knots, 99.78 percent at 16 knots, and 99.89 percent at 20 knots. It is therefore concluded that Runway 8-26 is not needed for airport operations and can be abandoned.

**TABLE 4-1+A10:C21A1+A10:C237AA10:C20**
**MADERA MUNICIPAL AIRPORT - PROPOSED DEVELOPMENT SCHEDULE**

| Description | Triggering Events | Action Items |
|---|---|---|
| ***Short-Term Development - 0 to 5 Years*** | | |
| Runway, Taxiway, & Apron Crack Seal (79,000 In. ft.) and Reseal Joints (5,800 In. ft.) | The asphaltic concrete (AC) pavements on the runway, taxiways, and aprons are old and have significant transverse and longitudinal cracks, some alligator cracking, and some block and map cracking. | Repair and seal the cracks in the AC pavement and reseal the joints in the PCC pavement. |
| Security Fence Gates | There are numerous gates existing in the perimeter fence that do not have adequate controls for security of the airport. | Install card operated and electrically operated gates at four locations. Install one new electrically operated gate and 3 12-foot swing gates. |
| Apron and Taxiway Drainage | The existing drainage system for the aircraft parking aprons, tee hangar building areas, and infields between the apron, Taxiway A, and Runway 12-30 is overloaded under current conditions and will not even accommodate a 10-year storm without localized flooding. | Install additional drainage facilities on the airport. |
| Obstruction Removal | The northern row of trees located in the almond orchard under airport lease is within the Runway Object Free Area and the next two rows penetrate the Part 77 transitional surfaces. | Install a row of obstruction lights at the northeast edge of the orchard to identify obstructions. |
| Tee Hangar Development - Phase I: Collector Taxiway (35' x 355'); Tee Hangar Taxiway (25' x 1,015') | The Madera Municipal Airport has a long list of pilots that are anxious to lease hangar space. | Construct additional hangar facilities on the southeast side of existing hangar facilities. |
| Tee Hangar Development - Phase II: Collector Taxiway (35' x 845'); Tee Hangar Taxiway (25' x 800') | The Madera Municipal Airport has a long list of pilots that are anxious to lease hangar space. | Construct additional hangar facilities on the southeast side of existing hangar facilities. |
| Extend Commercial Hangar Development Area - Phase III (201,000 sq. ft.) | There is a waiting list for additional corporate hangars. | Expand the commercial development area to the north west to provide room for additional corporate hangars. |
| Abandon Runway 8-26 | Once the cropduster's lease expires, there will be no further demonstrated need for Runway 8-26 or Taxiway C (South). | Runway 8-26 is to be abandoned and Taxiway C (South) will be closed and the area to the southwest of Runway 12-30 has been reserved for future airport-compatible commercial/industrial |

**TABLE 4-1**
**MADERA MUNICIPAL AIRPORT - PROPOSED DEVELOPMENT SCHEDULE**

| | | |
|---|---|---|
| ***Mid-Term Development - 6 to 10 Years*** | | |
| Jet Center and Charter Service | An operator of a charter service and other companies have expressed interest in developing a major jet center at the Madera Municipal Airport. | Develop a jet center that consists of a major restaurant facility, a potential charter aircraft operating hangar, and a jet center. |
| Runway 12-30 Mill and Fill | The underlying pavement structure for Runway 12-30 from Station 0+00 to Station 44+00 has not failed, but the surface has deteriorated to a condition that it needs to be repaired. | Perform a "mill and fill" operation of the AC pavements to extend the useful life of these pavements. |
| Taxiways P, A, B, C, D, & E Mill & Fill | The underlying pavement structure for Taxiways P, A, B, C, D, & E has not failed, but the surface has deteriorated to a condition that it needs to be repaired. | Perform a "mill and fill" operation of the AC pavements to extend the useful life of these pavements. |
| Extend Runway 12-30 Stage 1 - 150' x 850', Extend Taxiway P (50' x 1,210') | Significant operations of turbojet aircraft are occurring annually at this airport. The jet aircraft operations range from the small Lear and Citation type aircraft to the large aircraft of the Gulfstream G V category. The runway length is not adequate for these aircraft to operate at full payload. | Extend the runway 850 feet to the southeast to provide a 6,394-foot runway length. T/W P and a new cross taxiway will be extended to the southeast. |
| Reconstruct General Aviation Apron - Phase III (Apron A6) (111,400 sq. ft.) | The pavements in the existing general aviation apron are more than 30 years old. These pavements are cracked, weathered, and, in some instances, showing signs of incipient failure. | Reconstruct the GA Apron pavements to provide a 20+ year life. |
| ***Long-Term Development - 11 to 20 Years*** | | |
| Southwest Hangar Area Development Access Road (4,000' x 36') | There is a need for additional aviation facilities over and above those that can be constructed on the northeast side of the airport. | Develop a portion of the area on the southwest side of the airport to accommodate these facilities. |
| Extend Runway 12-30 Stage 2 - 150' x 606', Relocate Avenue 17 | The current runway length is not adequate for the small Lear and Citation type aircraft to operate at full payload. Avenue 17 will be in the approach surface. | Extend the runway 606 feet to the northwest and relocate Avenue 17. |
| Access Road to Airport (Future Aviation Drive) | Avenue 17 to Highway 99 interchange is planned to be enlarged, which will eliminate the access from Avenue 17 to Airport Drive. | Provide new access to the airport from Avenue 17. |
| Southwest Hangar Area Development | There is a need for additional aviation facilities over and above those that can be constructed on the northeast side of the airport. | Develop a portion of the area on the southwest side of the airport to accommodate these facilities. |

# CHAPTER 5. OBSTRUCTION SURFACES

Airfield safety area requirements are set forth in F.A.A. Advisory Circular 150/5300-13A and FAR Part 77. The Airport Design Manual defines the requirements for runway protection zones (RPZ), runway safety areas (RSA), and runway object free areas (ROFA). Part 77 defines the surfaces surrounding the airport above which objects penetrating those surfaces will affect navigable airspace. These surfaces include primary surface, approach surface, transitional surface, horizontal surface, and conical surface.

There are some objects located around the airport that are considered obstructions to the FAR Part 77 transitional surfaces and to the 34:1 Obstacle Clearance Surfaces (OCS). These obstructions include the following:

- There is an orchard on leased property that penetrates obstruction surfaces to Runway 12. The northeastern row of trees is within the Runway Object Free Area and the next two rows penetrate the Part 77 transitional surfaces. These trees will be removed at the end of the lease. In the meantime, it is proposed to identify the edge of these obstructions by installing a row of obstruction lights at the northeast edge of the orchard.

- There is a fence on leased property that penetrates obstruction surfaces to Runway 12. The fence is within the Runway Object Free Area and penetrates the Part 77 transitional surfaces. This fence will be removed at the end of the orchard lease. In the meantime, the edge of these obstructions is identified by the proposed row of obstruction lights.

- When Runway 12 is extended to the northeast 606 feet, a 15-foot truck on Avenue 17 will penetrate the 34:1 approach surface, the 40:1 OCS departure surface, and the 20:1 TSS approach. This road will be relocated at the same time the runway is extended.

# CHAPTER 6. RUNWAY PROTECTION ZONE

The Runway Protection Zones (RPZ) to Runway 12-30 are shown on the Airport Layout Plan. There are no incompatible land uses inside the Runway Protection Zone (RPZ) to the existing Runway 12-30.

Runway 12-30 is planned to be extended to the southwest. Avenue 16 was located in the RPZ to Runway 30, but has been closed and will remain closed.

Runway 12-30 is planned to be extended to the northeast. Avenue 17 will be located in the RPZ to Runway 12 with this runway extension. It is, therefore, proposed to relocate Avenue 17 at the same time that the runway is extended.

# CHAPTER 7. DEVELOPMENT SUMMARY

## 7-1 Development Projects Completed Since Last ALP

The last Airport Layout Plan Update for Madera Municipal Airport was prepared in 2006. Since 2006 the following development projects have been completed:

| | |
|---|---|
| **Project:** | Install Medium Approach Lighting System to Runway 30 - 2007 |
| **AIP No.** | 3-06-0144-16 |
| **Cost:** | AIP 16 – Total Project Cost $569,207; FAA Funding $540,747 |

| | |
|---|---|
| **Project:** | General Aviation Apron Expansion Phase 2 - 2008 |
| **AIP No.** | 3-06-0114-17 and 3-06-0144-18 |
| **Cost:** | AIP 17 – Design - Total Project Cost $206,584; FAA Funding $196,255<br>AIP 18 – Construct – Total Project Cost $1,124,613, FAA Funding $1,068,382 |

| | |
|---|---|
| **Project:** | Extend Taxiway P, Construct Holding Apron, Relocate Taxiway A - 2009 |
| **AIP No.** | 3-06-0114-19 and 3-06-0144-20 |
| **Cost:** | AIP 19 – Design Total Project Cost $51,257; FAA Funding $48,694<br>AIP 20 – Construct – Total Project Cost $548,752; FAA Funding $521,314 |

| | |
|---|---|
| **Project:** | New Taxiway Lighting System and Runway 12 REIL - 2011 |
| **AIP No.** | 3-06-0114-21 and 3-06-0144-23 |
| **Cost:** | AIP 21 – Design Total Project Cost $61,262; FAA Funding $58,199<br>AIP 23 – Construct – Total Project Cost $524,290; FAA Funding $498,075 |

| | |
|---|---|
| **Project:** | General Aviation Apron Expansion and Access Taxiway Development - 2010 |
| **AIP No.** | 3-06-0114-22 |
| **Cost:** | Total Project Cost $447,155; FAA Funding $424,797 |

**Project:** Reconstruct General Aviation Apron Phase 1 - 2013

**AIP No.** 3-06-0114-24

**Cost:** Total Project Cost $1,255,407; FAA Funding $1,129,867

**Project:** Reconstruct General Aviation Apron Phase II (Apron A4 & A5) – 186,400 sq.ft. – 2016-2017 – In Progress

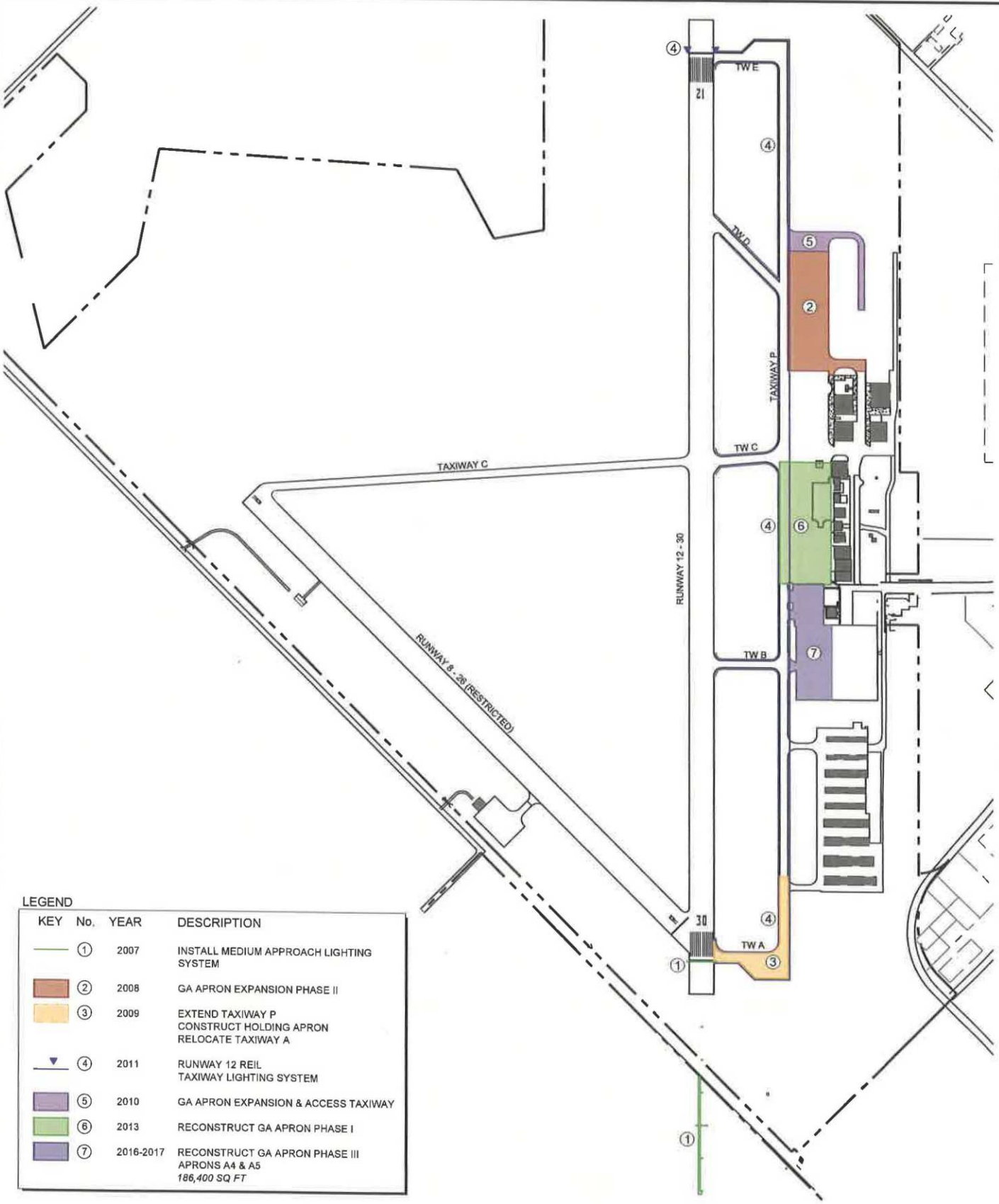
**AIP No.** 3-06-0144-

**Cost:** Total Estimated Project Cost $1,522,874; FAA Funding $1,370,587

This Airport Layout Plan Narrative and Updated ALP Drawings are being funding under AIP No. 3-06-0114-26. The Pavement Maintenance Management Plan (PMMP) was funded under AIP No. 3-06-0144-25.

A sketch showing all projects completed since the last Airport Layout Plan is included as Plate No. 7-1.

PLATE No. 7-1




LEGEND

| KEY | No. | YEAR | DESCRIPTION |
|---|---|---|---|
| | ① | 2007 | INSTALL MEDIUM APPROACH LIGHTING SYSTEM |
| | ② | 2008 | GA APRON EXPANSION PHASE II |
| | ③ | 2009 | EXTEND TAXIWAY P<br>CONSTRUCT HOLDING APRON<br>RELOCATE TAXIWAY A |
| | ④ | 2011 | RUNWAY 12 REIL<br>TAXIWAY LIGHTING SYSTEM |
| | ⑤ | 2010 | GA APRON EXPANSION & ACCESS TAXIWAY |
| | ⑥ | 2013 | RECONSTRUCT GA APRON PHASE I |
| | ⑦ | 2016-2017 | RECONSTRUCT GA APRON PHASE III<br>APRONS A4 & A5<br>*186,400 SQ FT* |

**MADERA MUNICIPAL AIRPORT**
MADERA, CALIFORNIA

**SKETCH MAP**
**PROJECTS COMPLETED SINCE LAST ALP**

Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 · Loomis, California 95650 · (916) 652-4725

## 7-2 Development Projects in the Next 0 to 5 Years (2017-2022)

It is proposed to develop the following projects at the Madera Municipal Airport with FAA entitlement/discretionary funds and/or State of California Aeronautics funds in the next 0 to 5 years. All costs are based on 2016 prices and have not been adjusted for inflation.

---

**Project Name:** Runway, Taxiway and Apron Crack Seal and Reseal Joints
**Year:** 2017
**Time:** Engineering 2 months; Construction: 2 months
**Cost Estimate:**

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Mark and Light Closed Airport Facilities | L.S. | L.S. | L.S. | $ 30,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 40,000 |
| 3 | Crack Repair | Ln. Ft. | $ 3.00 | 41,500.0 | 124,500 |
| 4 | Crack Seal Existing Cracks | Ln. Ft. | 2.00 | 37,500.0 | 75,000 |
| 5 | Reseal Existing PCC Joints | Ln. Ft. | 7.00 | 5,000.0 | 35,000 |
| 6 | Reseal AC to PCC Joints | Ln. Ft. | 7.00 | 800.0 | 5,600 |
| 7 | Airfield Marking - White and Yellow | Sq. Ft. | 2.00 | 43,000.0 | 86,000 |
| 8 | Airfield Marking - Black | Sq. Ft. | 1.50 | 15,500.0 | 23,250 |
| | *Total Construction Cost* | | | | $ 419,350 |
| | *Total Construction Cost - Use* | | | | $ 420,000 |
| | *Engineering and Administration* | | | | 105,000 |
| | *Total Project Cost - Construction* | | | | $ 525,000 |

---

**Project Name:** Security Fence Gates
**Year:** 2018
**Time:** Engineering Design: 3 months; Construction: 3 months
**Cost Estimate:** *Total Design*: $35,000 (Engineering - $30,000; Miscellaneous - $5,000)
*Total Construction:*

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Mobilization | L.S. | L.S. | L.S. | $ 15,000 |
| 2 | Automatic Entrance Security Gates | Each | $35,000.00 | 1.0 | 35,000 |
| 3 | Upgrade Automatic Entrance Security Gates | Each | 25,000.00 | 4.0 | 100,000 |
| 4 | 12' Swing Gate | Each | 10,000.00 | 3.0 | 30,000 |
| 5 | Control System | L.S. | L.S. | L.S. | 40,000 |
| 6 | 1W-2" Type I Duct | Ln. Ft. | 20.00 | 1,000.0 | 20,000.00 |
| 7 | 1W-2" Type II Duct | Ln. Ft. | 15.00 | 250.0 | 3,750.00 |
| 8 | Pull Boxes Type Christy N30 | Each | 2,000.00 | 6.0 | 12,000.00 |
| 9 | Electrical Cable | Ln. Ft. | 3.00 | 2,000.0 | 6,000.00 |
| 10 | Electrical Panel | Each | 2,500.00 | 2.0 | 5,000.00 |
| 11 | Electrical Pedestal with Meter and Breaker | Each | 7,500.00 | 1.0 | 7,500.00 |
| 12 | SCE Power Pole Access and Transformer | Each | 10,000.00 | 1.0 | 10,000.00 |
| | ***Total Construction Cost*** | | | | $ 284,250 |
| | *Total Construction Cost - Use* | | | | $ 285,000 |
| | *Engineering and Administration* | | | | 88,000 |
| | *Total Project Cost - Construction* | | | | $ 373,000 |

**Project Name:** Apron and Taxiway Drainage
**Year:** 2016-2018
**Time:** Environmental: 2 years; Engineering: 3 months; Construction: 3 months
**Cost Estimate:**

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Mark and Light Closed Airport Facilities | L.S. | L.S. | L.S. | $ 20,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 60,000 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 10,000.00 |
| 4 | Excavation - Ditches and Infield Grading | Cu.Yd. | 25.00 | 10,500.0 | 262,500 |
| 5 | Drainage Pipe 18" RCP | Ln. Ft. | 60.00 | 200.0 | 12,000.00 |
| 6 | Drainage Pipe 36" RCP | Ln. Ft. | 120.00 | 1,200.0 | 144,000.00 |
| 7 | Drainage Pipe 48" RCP | Ln. Ft. | 170.00 | 400.0 | 68,000.00 |
| 8 | New Drop Inlets | Each | 6,000.00 | 3.0 | 18,000 |
| 9 | New FES | Each | 2,000.00 | 1.0 | 2,000 |
| | ***Total Construction Cost*** | | | | $ 596,500 |
| | *Total Construction Cost - Use* | | | | $ 597,000 |
| | *Environmental Assessment* | | | | 64,000 |
| | *Engineering and Administration* | | | | 179,000 |
| | *Total Project Cost* | | | | $ 840,000 |

**Project Name:** Obstruction Removal
**Year:** 2020
**Time:** 3 months
**Cost Estimate:**

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Obstruction Removal | L.S. | L.S. | L.S. | $ 130,000 |
| 2 | Administrative Costs | L.S. | L.S. | L.S. | 10,000 |
| | ***Total Project Cost*** | | | | $ 140,000 |

**Project Name:** Tee Hangar Development Phase 1; Collector Taxiway (35' x 355'), Tee Hangar Taxilane (25' x 1,015')
**Year:** 2020-2021
**Time:** Engineering Design: 4 months; Construction: 4 months
**Cost Estimate:**

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 15,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 60,000 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 10,000 |
| 4 | Clearing and Grubbing | Acre | $ 4,000.00 | 3.5 | 14,000 |
| 5 | Excavation | Cu.Yd. | 16.00 | 1,500.0 | 24,000 |
| 6 | Excavation of Existing Material to 6" Above Hardpan, Remove Material, Aerate, Replace Subgrade Material and Recompact (Est. 24") | Cu.Yd. | 20.00 | 2,500.0 | 50,000 |
| 7 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 500.0 | 1,000 |
| 8 | 6" Scarify and Recompact | Sq.Yd. | 2.00 | 5,000.0 | 10,000 |
| 9 | 6" Aggregate Base Course | Ton | 45.00 | 2,600.0 | 117,000 |
| 10 | Bituminous Prime Coat | Ton | 1,100.00 | 4.0 | 4,400 |
| 11 | Bituminous Tack Coat | Ton | 1,100.00 | 2.0 | 2,200 |
| 12 | 3" Bituminous Surface | Ton | 130.00 | 800.0 | 104,000 |
| 13 | Marking | Sq.Ft. | 2.00 | 1,000.0 | 2,000 |
| 14 | Electrical Allowance | L.S. | 40,000.00 | L.S. | 40,000 |
| 15 | Drainage Allowance | L.S. | 75,000.00 | L.S. | 75,000 |
| | ***Total Construction Cost*** | | | | $ 528,600 |
| | *Total Construction Cost - Use* | | | | $ 530,000 |
| | *Environmental Assessment* | | | | 56,000 |
| | *Engineering and Administration* | | | | 159,000 |
| | *Total Project Cost - Construction* | | | | $ 745,000 |

**Project Name:** Tee Hangar Development Phase 2; Collector Taxiway (35' x 845'), Tee Hangar Taxilane (25' x 800')
**Year:** 2020-2022
**Time:** Engineering Design: 4 months; Construction: 4 months
**Cost Estimate:**

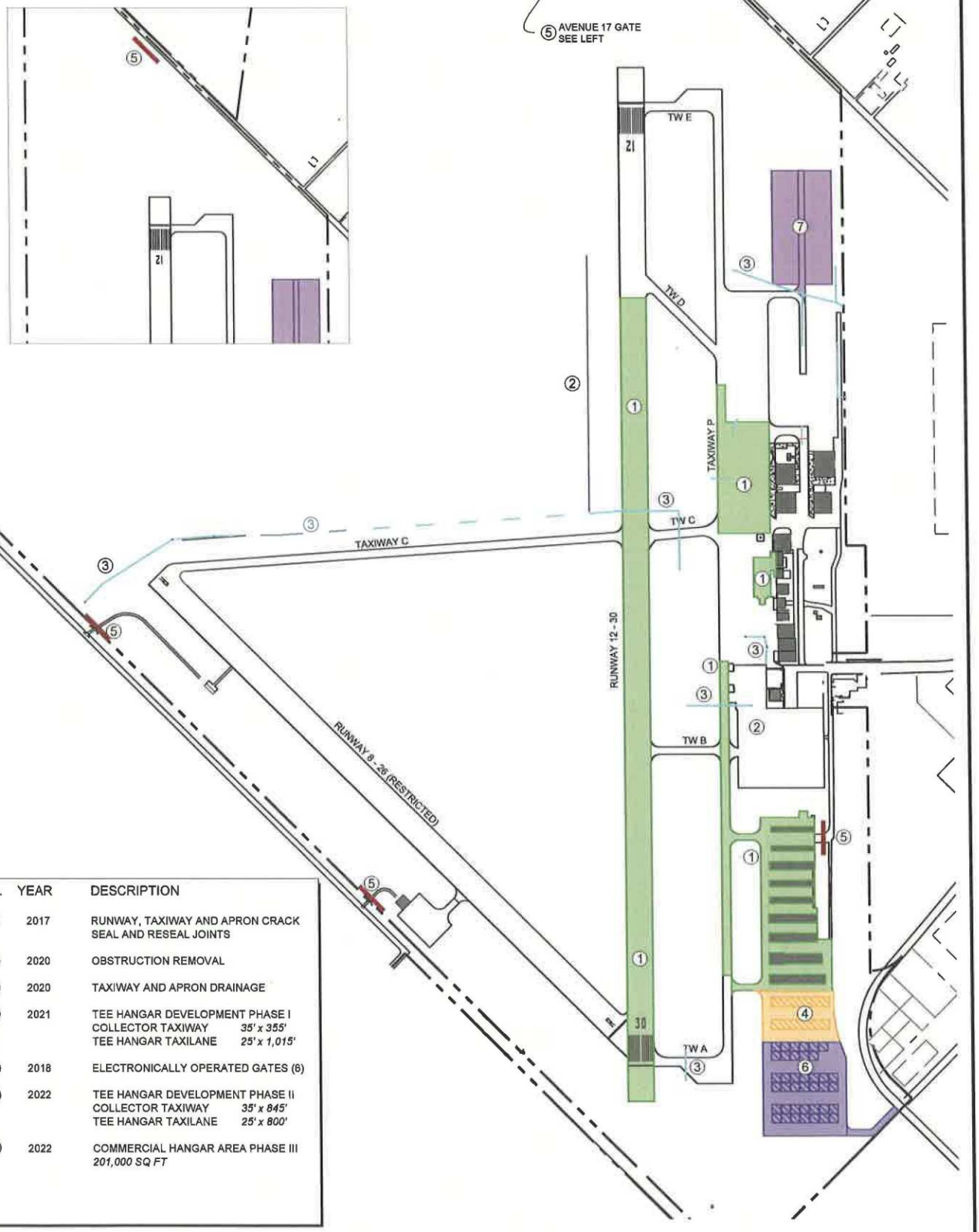
| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 15,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 60,000 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 10,000 |
| 4 | Clearing and Grubbing | Acre | $ 4,000.00 | 5.5 | 22,000 |
| 5 | Excavation | Cu.Yd. | 18.00 | 2,600.0 | 46,800 |
| 6 | Excavation of Existing Material to 6" Above Hardpan, Remove Material, Aerate, Replace Subgrade Material and Recompact (Est. 24") | Cu.Yd. | 20.00 | 4,200.0 | 84,000 |
| 7 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 100.0 | 200 |
| 8 | 6" Scarify and Recompact | Sq.Yd. | 2.00 | 6,300.0 | 12,600 |
| 9 | 6" Aggregate Base Course | Ton | 45.00 | 2,500.0 | 112,500 |
| 10 | Bituminous Prime Coat | Ton | 1,100.00 | 4.5 | 4,950 |
| 11 | Bituminous Tack Coat | Ton | 1,100.00 | 2.0 | 2,200 |
| 12 | 3" Bituminous Surface | Ton | 130.00 | 1,000.0 | 130,000 |
| 13 | Marking | Sq.Ft. | 2.00 | 1,000.0 | 2,000 |
| 14 | Electrical Allowance | L.S. | L.S. | L.S. | 40,000 |
| 15 | Drainage Allowance | L.S. | L.S. | L.S. | 60,000 |
| | ***Total Construction Cost*** | | | | $ 602,250 |
| | ***Total Construction Cost - Use*** | | | | $ 605,000 |
| | *Engineering and Administration* | | | | 98,000 |
| | *Total Project Cost - Construction* | | | | $ 703,000 |

**Project Name:** Extend Commercial Hangar Development Area – Phase III
**Year:** 2021-2022
**Time:** Engineering Design: 4 months; Construction: 4 months
**Cost Estimate:**

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 25,000.00 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 100,000.00 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 10,000.00 |
| 4 | Clearing and Grubbing | Acre | $ 4,000.00 | 7.0 | 28,000.00 |
| 5 | Section Excavation | Cu.Yd. | 16.00 | 4,500.0 | 72,000.00 |
| 6 | Excavation of Existing Material to 6" Above Hardpan, Remove Material, Aerate, Replace Subgrade Material and Recompact (Est. 24") | Cu.Yd. | 16.00 | 2,300.0 | 36,800.00 |
| 7 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 900.0 | 1,800.00 |
| 8 | Scarify and Recompact 6" Above Hardpan | Sq.Yd. | 2.00 | 13,500.0 | 27,000.00 |
| 9 | Imported Aggregate Subbase Course | Ton | 40.00 | 1,500.0 | 60,000.00 |
| 10 | Aggregate Base Course | Ton | 45.00 | 6,900.0 | 310,500.00 |
| 11 | Bituminous Surface Course | Ton | 130.00 | 2,300.0 | 299,000.00 |
| 12 | Prime Coat | Ton | 1,100.00 | 11.0 | 12,100.00 |
| 13 | Tack Coat | Ton | 1,100.00 | 5.0 | 5,500.00 |
| 14 | Marking | Sq.Ft. | 2.00 | 700.0 | 1,400.00 |
| 15 | New Drop Inlets - 18"- 24" RCP | Each | 5,000.00 | 3.0 | 15,000.00 |
| 16 | New Drop Inlets - 48" RCP | Each | 8,000.00 | 4.0 | 32,000.00 |
| 17 | New Head Wall - 60' Wide | Each | 10,000.00 | 1.0 | 10,000.00 |
| 18 | Drainage Pipe 18" RCP | Ln. Ft. | 60.00 | 450.0 | 27,000.00 |
| 19 | Drainage Pipe 24" RCP | Ln. Ft. | 80.00 | 400.0 | 32,000.00 |
| 20 | Drainage Pipe 30" RCP | Ln. Ft. | 100.00 | 300.0 | 30,000.00 |
| 21 | Drainage Pipe 48" RCP | Ln. Ft. | 170.00 | 700.0 | 119,000.00 |
| 22 | 12" Water Main | Ln. Ft. | 60.00 | 400.0 | 24,000.00 |
| 23 | 8" Water Main | Ln. Ft. | 50.00 | 50.0 | 2,500.00 |
| 24 | 12" Blow Off Assembly | Each | 2,000.00 | 1.0 | 2,000.00 |
| 25 | Fire Hydrants | Each | 5,000.00 | 2.0 | 10,000.00 |
| 26 | 1W-2" Type I Duct | Ln. Ft. | 15.00 | 600.0 | 9,000.00 |
| 27 | 3-1/C #4 Electrical Cable | Ln. Ft. | 3.00 | 600.0 | 1,800.00 |
| 28 | 1-1/C Bare Copper Ground | Each | 1.50 | 600.0 | 900.00 |
| 29 | Dual Head Floodlight | Each | 20,000.00 | 2.0 | 40,000.00 |
| | ***Total Construction Cost*** | | | | $ 1,344,300.00 |
| | ***Total Construction Cost - Use*** | | | | $ 1,350,000.00 |
| | *Engineering and Administration* | | | | 257,000.00 |
| | *Total Project Cost - Construction* | | | | $ 1,607,000.00 |

A sketch showing all projects proposed for development in the 0 to 5 year period is included as Plate No. 7-2.

PLATE No. 7-2




LEGEND

| KEY | No. | YEAR | DESCRIPTION |
|---|---|---|---|
| | ① | 2017 | RUNWAY, TAXIWAY AND APRON CRACK SEAL AND RESEAL JOINTS |
| | ② | 2020 | OBSTRUCTION REMOVAL |
| | ③ | 2020 | TAXIWAY AND APRON DRAINAGE |
| | ④ | 2021 | TEE HANGAR DEVELOPMENT PHASE I<br>COLLECTOR TAXIWAY *35' x 355'*<br>TEE HANGAR TAXILANE *25' x 1,015'* |
| | ⑤ | 2018 | ELECTRONICALLY OPERATED GATES (6) |
| | ⑥ | 2022 | TEE HANGAR DEVELOPMENT PHASE II<br>COLLECTOR TAXIWAY *35' x 845'*<br>TEE HANGAR TAXILANE *25' x 800'* |
| | ⑦ | 2022 | COMMERCIAL HANGAR AREA PHASE III<br>*201,000 SQ FT* |

**MADERA MUNICIPAL AIRPORT**
MADERA, CALIFORNIA

**SKETCH MAP**
**SHORT TERM**
**0 TO 5 YEARS**

Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 · Loomis, California 95650 · (916) 652-4725

## 7-3 Development Projects in 6 to 10 Year Period (2023-2026)

It is proposed to develop the following projects at the Madera Municipal Airport with FAA entitlement/discretionary funds and/or State of California Aeronautics funding in the next 6 to 10 years. All costs are based on 2016 prices and have not been adjusted for inflation.

**Project Name:** Runway 12-30 (Sta. 0+00 to Sta. 44+00) – Mill and Fill
**Construction Year:** 2023
**Time:** Engineering Design: 3 months; Construction: 4 months
**Cost Estimate:** *Total Design*: $161,000 – Engineering and Administration
*Total Construction:*

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 25,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 25,000 |
| 3 | Grind (Mill), Remove, and Haul Existing AC Pavement | Sq. Yd. | $ 5.00 | 77,150.0 | 385,750 |
| 4 | New Asphaltic Concrete (2") | Ton | 110.00 | 8,970.0 | 986,700 |
| 5 | Bituminous Tack Coat | Ton | 1,500.00 | 31.0 | 46,500 |
| 6 | Airfield Marking - Yellow and White | Sq. Ft. | 2.00 | 38,300.0 | 76,600 |
| 7 | Airfield Marking - Black | Sq. Ft. | 1.50 | 7,260.0 | 10,890 |
| | ***Total Construction Cost*** | | | | $ 1,556,440 |
| | *Total Construction Cost - Use* | | | | $ 1,557,000 |
| | *Engineering and Administration* | | | | 300,000 |
| | *Total Project Cost - Construction* | | | | $ 1,857,000 |

**Project Name:** Taxiways P, A, B, C, D, and E – Mill and Fill
**Construction Year:** 2024
**Time:** Engineering Design: 3 months; Construction: 4 months
**Cost Estimate:** *Total Design*: $114,000 – Engineering and Administration
*Total Construction:*

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Mark and Light Closed Airport Facilities | L.S. | L.S. | L.S. | $ 40,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 50,000 |
| 3 | Grind (Mill), Remove, and Haul Existing AC Pavement | Sq. Yd. | $ 5.00 | 54,000.0 | 270,000 |
| 4 | New Asphaltic Concrete (2") | Ton | 110.00 | 6,200.0 | 682,000 |
| 5 | Bituminous Tack Coat | Ton | 1,500.00 | 21.0 | 31,500 |
| 6 | Airfield Marking - Yellow and White | Sq. Ft. | 2.00 | 5,110.0 | 10,220 |
| 7 | Airfield Marking - Black | Sq. Ft. | 1.50 | 10,515.0 | 15,773 |
| | ***Total Construction Cost*** | | | | $ 1,099,493 |
| | *Total Construction Cost - Use* | | | | $ 1,100,000 |
| | *Engineering and Administration* | | | | 210,000 |
| | *Total Project Cost - Construction* | | | | $ 1,310,000 |

**Project Name:** Extend Runway 12-30 Stage 1 – 150' x 850'
Extend Taxiway P – 50' x 1,210'
**Year:** 2025-2026
**Time:** Environmental Studies – 2 years; Engineering Design: 4 months; Construction: 4 months
**Cost Estimate:** *Total Environmental:* $155,000; *Total Design*: $254,000 – Engineering and Administration
*Total Construction:*

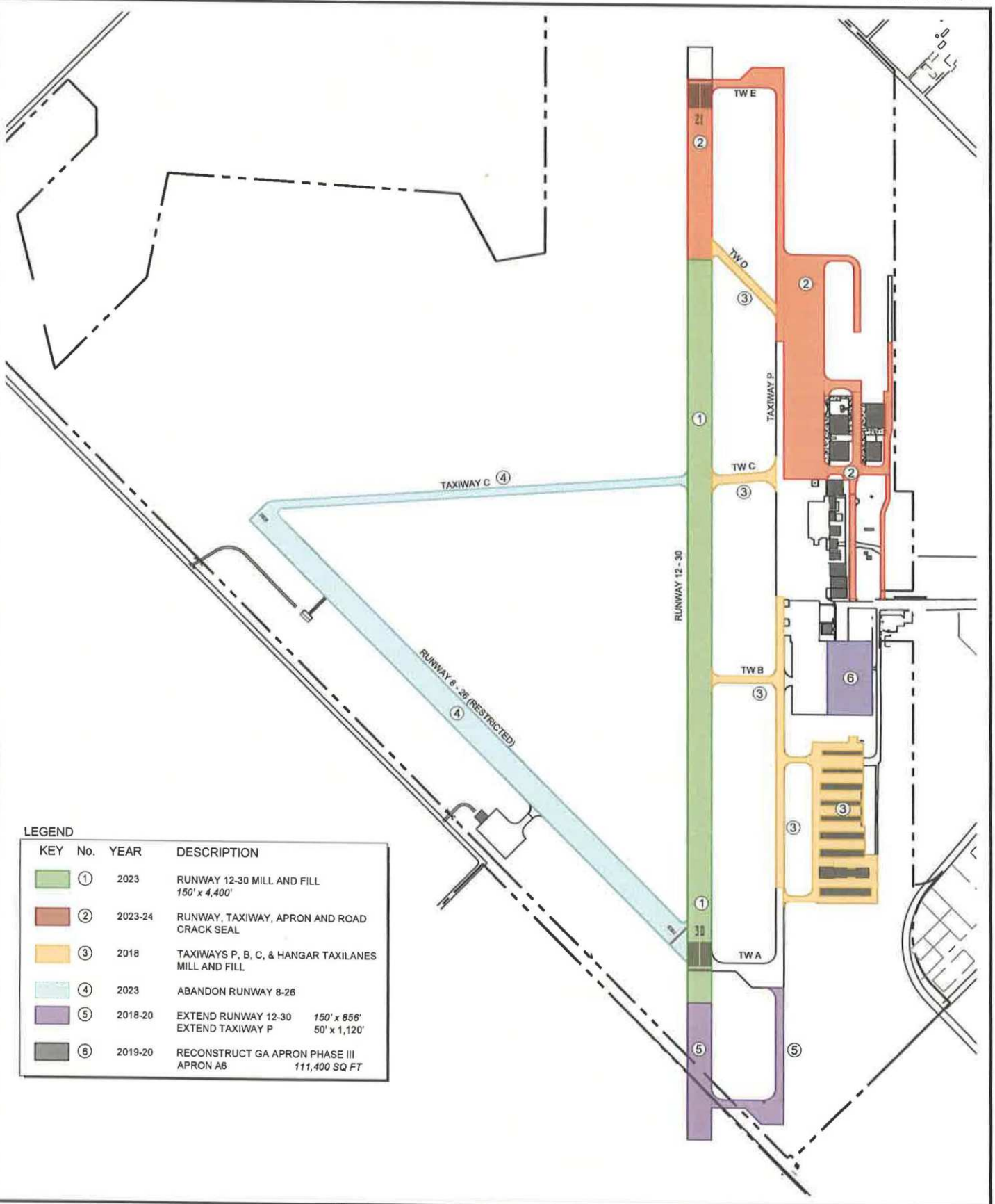
| Item No. | Description | Unit | Unit Cost | Quantity | Total Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 15,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 20,000 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 5,000 |
| 4 | Clear and Grubbing | Acre | $ 2,000.00 | 20.0 | 40,000 |
| 5 | Excavation | Cu.Yd. | 16.00 | 15,000.0 | 240,000 |
| 6 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 200.0 | 400 |
| 7 | 6" Scarify and Recompact | Sq.Yd. | 2.00 | 24,000.0 | 48,000 |
| 8 | Imported Aggregate Subbase (6") | Ton | 35.00 | 8,000.0 | 280,000 |
| 9 | Aggregate Base (9") | Ton | 45.00 | 12,000.0 | 540,000 |
| 10 | Bituminous Surface (3") | Ton | 100.00 | 4,000.0 | 400,000 |
| 11 | Prime Coat | Ton | 1,400.00 | 14.0 | 19,600 |
| 12 | Tack Coat | Ton | 1,400.00 | 5.0 | 7,000 |
| 13 | Marking Removal | Sq.Ft. | 4.00 | 25,000.0 | 100,000 |
| 14 | New Marking | Sq.Ft. | 2.00 | 26,000.0 | 52,000 |
| 15 | Runway Edge Lights | Each | 1,500.00 | 8.0 | 12,000 |
| 16 | Taxiway Edge Lights | Each | 1,500.00 | 35.0 | 52,500 |
| 17 | Transformer to New Threshold Light Base | Each | 1,200.00 | 8.0 | 9,600 |
| 18 | 1w-2" Type II Duct | Ln. Ft. | 16.00 | 4,350.0 | 69,600 |
| 19 | 2w-3" Type I Duct | Ln. Ft. | 45.00 | 250.0 | 11,250 |
| 20 | New 1C #8 - 5kV Runway Cable | Ln. Ft. | 2.00 | 7,500.0 | 15,000 |
| 21 | New Taxiway Guidance Sign | Each | 3,500.00 | 4.0 | 14,000 |
| 22 | Type I Pull Box | Each | 5,000.00 | 2.0 | 10,000 |
| 23 | Relocate MALSF | L.S. | L.S. | L.S. | 400,000 |
| 24 | Relocate PAPI | L.S. | L.S. | L.S. | 25,000 |
| 25 | Drainage Allowance | L.S. | L.S. | L.S. | 30,000 |
| | ***Total Construction Cost*** | | | | $ 2,415,950 |
| | *Total Construction Cost - Use* | | | | $ 2,416,000 |
| | *Engineering and Administration* | | | | 460,000 |
| | *Total Project Cost - Construction* | | | | $ 2,876,000 |

**Project Name:** Reconstruct General Aviation Apron – Phase III – Apron A6
**Year:** 2026-2027
**Time:** Engineering Design: 3 months; Construction: 3 months
**Cost Estimate:** *Total Design*: $86,000 – Engineering and Administration
*Total Construction:*

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 10,000.00 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 15,000.00 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 5,000.00 |
| 4 | Remove Existing Tiedowns | L.S. | L.S. | L.S. | 1,000.00 |
| 5 | Saw Cut Existing AC | Ln. Ft. | $ 2.00 | 500.0 | 1,000.00 |
| 6 | Pulverize Existing AC | Sq. Yd. | 3.00 | 13,800.0 | 41,400.00 |
| 7 | Excavate Pulverized AC and Agg Base, Stockpile and Reuse as Aggregate Subbase | Cu.Yd. | 20.00 | 2,300.0 | 46,000.00 |
| 8 | Unclassified Excavation | Cu.Yd. | 16.00 | 3,500.0 | 56,000.00 |
| 9 | Excavation of Existing Material to 6" Above Hardpan, Remove Material, Aerate, Replace Subgrade Material and Recompact (Est. 24") | Cu.Yd. | 16.00 | 4,000.0 | 64,000.00 |
| 10 | Scarify & Recompact 6" Subgrade | Sq.Yd. | 2.00 | 14,000.0 | 28,000.00 |
| 11 | Aggregate Base Course | Ton | 45.00 | 4,800.0 | 216,000.00 |
| 12 | Bituminous Surface Course | Ton | 120.00 | 2,500.0 | 300,000.00 |
| 13 | Prime Coat | Ton | 1,500.00 | 11.0 | 16,500.00 |
| 14 | Tack Coat | Ton | 1,500.00 | 6.0 | 9,000.00 |
| 15 | Marking | Sq.Ft. | 2.00 | 1,000.0 | 2,000.00 |
| 16 | Aircraft Tie Down Anchors | Each | 150.00 | 75 | 11,250.00 |
| | ***Total Construction Cost*** | | | | $ 822,150.00 |
| | *Total Construction Cost - Use* | | | | $ 823,000 |
| | *Engineering and Administration* | | | | 156,000 |
| | *Total Project Cost - Construction* | | | | $ 979,000 |

A sketch showing all projects proposed for development in the 6 to 10 year period is included as Plate No. 7-3.

PLATE No. 7-3




LEGEND

| KEY | No. | YEAR | DESCRIPTION | |
|---|---|---|---|---|
| | ① | 2023 | RUNWAY 12-30 MILL AND FILL | *150' x 4,400'* |
| | ② | 2023-24 | RUNWAY, TAXIWAY, APRON AND ROAD CRACK SEAL | |
| | ③ | 2018 | TAXIWAYS P, B, C, & HANGAR TAXILANES MILL AND FILL | |
| | ④ | 2023 | ABANDON RUNWAY 8-26 | |
| | ⑤ | 2018-20 | EXTEND RUNWAY 12-30<br>EXTEND TAXIWAY P | *150' x 856'*<br>50' x 1,120' |
| | ⑥ | 2019-20 | RECONSTRUCT GA APRON PHASE III<br>APRON A6 | *111,400 SQ FT* |

**MADERA MUNICIPAL AIRPORT**
MADERA, CALIFORNIA

**SKETCH MAP**
**MID TERM**
**6 TO 10 YEARS**

Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 · Loomis, California 95650 · (916) 652-4725

## 7-3 Development Projects in 11 to 20 Year Period (2027-2036)

It is proposed to develop the following projects at the Madera Municipal Airport with FAA entitlement/discretionary funds and/or State of California Aeronautics funding in the next 11 to 20 years. All costs are based on 2016 prices and have not been adjusted for inflation.

**Project Name:** Southwest Hangar Area Development Access Road (36' x 4,000')
**Year:** 2027-2028
**Time:** Environmental Studies – 2 year; Engineering Design: 4 months; Construction: 4 months
**Cost Estimate:** *Total Environmental:* $155,000; *Total Design*: $105,000 – Engineering and Administration
*Total Construction:*

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | $15,000.00 | L.S. | $ 15,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 20,000 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 5,000 |
| 4 | Clearing and Grubbing | Acre | 2,000.00 | 6.0 | 12,000 |
| 5 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 150.0 | 300 |
| 6 | Excavation | Cu.Yd. | 16.00 | 5,500.0 | 88,000 |
| 7 | Scarify and Recompact 6" | Sq.Yd. | 2.00 | 20,500.0 | 41,000 |
| 8 | Aggregate Base Course (6") | Ton | 45.00 | 7,000.0 | 315,000 |
| 9 | Bituminous Surface Course (3") | Ton | 120.00 | 3,500.0 | 420,000 |
| 10 | Prime Coat | Ton | 1,400.00 | 15.0 | 21,000 |
| 11 | Tack Coat | Ton | 1,400.00 | 7.0 | 9,800 |
| 12 | Marking | Sq.Ft. | 2.00 | 7,000.0 | 14,000 |
| 13 | Drainage Allowance | L.S. | L.S. | L.S. | 40,000 |
| | ***Total Construction Cost*** | | | | $ 1,001,100 |
| | *Total Construction Cost - Use* | | | | $ 1,001,000 |
| | *Engineering and Administration* | | | | 177,000 |
| | *Total Project Cost - Construction* | | | | $ 1,178,000 |

**Project Name:** Extend Runway 12-30 Stage 2 – 150' x 606'; Relocate Avenue 17
**Time:** Environmental Studies – 2 years; Engineering Design: 3 months; Construction: 3 months
**Cost Estimate:** *Total Environmental:* $155,000; *Total Design*: $220,000 – Engineering and Administration
*Total Construction:*

| Item No. | Description | Unit | Unit Cost | Quantity | Total Cost |
|---|---|---|---|---|---|
| ***Extend Runway 12-30 Phase 2*** | | | | | |
| A1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 15,000 |
| A2 | Mobilization | L.S. | L.S. | L.S. | 20,000 |
| A3 | SWPPP | L.S. | L.S. | L.S. | 5,000 |
| A4 | Clear and Grubbing | Acre | $ 2,000.00 | 3.0 | 6,000 |
| A5 | Excavation | Cu.Yd. | 16.00 | 10,800.0 | 172,800 |
| A6 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 250.0 | 500 |
| A7 | Unsuitable Excavation, Fabric and Backfill | Cu.Yd. | 25.00 | 2,000.0 | 50,000 |
| A8 | 6" Scarify and Recompact | Sq.Yd. | 2.00 | 22,000.0 | 44,000 |
| A9 | Imported Aggregate Subbase (6") | Ton | 35.00 | 6,800.0 | 238,000 |
| A10 | Aggregate Base (9") | Ton | 45.00 | 11,000.0 | 495,000 |
| A11 | Bituminous Surface (3") | Ton | 100.00 | 3,800.0 | 380,000 |
| A12 | Prime Coat | Ton | 1,500.00 | 13.0 | 19,500 |
| A13 | Tack Coat | Ton | 1,500.00 | 5.0 | 7,500 |
| A14 | Marking Removal | Sq.Ft. | 3.00 | 15,500.0 | 46,500 |
| A15 | New Marking | Sq.Ft. | 2.00 | 17,000.0 | 34,000 |
| A16 | Runway Edge Lights | Each | 1,500.00 | 8.0 | 12,000 |
| A17 | Taxiway Edge Lights | Each | 1,500.00 | 30.0 | 45,000 |
| A18 | Remove Ex-Threshold Lights, Relocate Light & Transformer to New Threshold Light Base | Each | 1,100.00 | 8.0 | 8,800 |
| A19 | Underground Electrical Duct | Ln. Ft. | 16.00 | 2,250.0 | 36,000 |
| A20 | New 1C #8 - 5kV Runway Cable | Ln. Ft. | 2.00 | 3,000.0 | 6,000 |
| A21 | New Taxiway Guidance Sign | Each | 3,500.00 | 2.0 | 7,000 |
| A22 | Type I Pull Box | Each | 5,000.00 | 2.0 | 10,000 |
| A23 | Relocate PAPI | L.S. | L.S. | L.S. | 10,000 |
| A24 | Relocate REIL | L.S. | L.S. | L.S. | 10,000 |
| A25 | Drainage Allowance | L.S. | L.S. | L.S. | 30,000 |
| | *Subtotal - Extend Runway* | | | | $ 1,708,600 |
| ***Relocate Avenue 17*** | | | | | |
| B1 | Clear and Grubbing | Acre | $ 2,000.00 | 1.0 | $ 2,000 |
| B2 | Excavation | Cu.Yd. | 16.00 | 3,600.0 | 57,600 |
| B3 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 150.0 | 300 |
| B4 | Unsuitable Excavation, Fabric and Backfill | Cu.Yd. | 25.00 | 300.0 | 7,500 |
| B5 | 6" Scarify and Recompact | Sq.Yd. | 2.00 | 3,600.0 | 7,200 |
| B6 | Imported Aggregate Subbase (6") | Ton | 35.00 | 1,200.0 | 42,000 |
| B7 | Aggregate Base (9") | Ton | 45.00 | 1,200.0 | 54,000 |
| B8 | Bituminous Surface (3") | Ton | 100.00 | 700.0 | 70,000 |
| B9 | Prime Coat | Ton | 1,500.00 | 2.5 | 3,750 |
| B10 | Tack Coat | Ton | 1,500.00 | 1.5 | 2,250 |
| B11 | New Marking | Sq.Ft. | 2.00 | 2,000.0 | 4,000 |
| B12 | New Signs | Each | 1,000.00 | 4.0 | 4,000 |
| B13 | Utilities Relocation | L.S. | L.S. | L.S. | 100,000 |
| B14 | Drainage Allowance | L.S. | L.S. | L.S. | 50,000 |
| | *Subtotal - Relocate Avenue 17* | | | | $ 404,600 |
| | ***Total Construction Cost*** | | | | $ 2,113,200 |
| | *Total Construction Cost - Use* | | | | $ 2,115,000 |
| | *Engineering and Administration* | | | | 402,000 |
| | *Total Project Cost - Construction* | | | | $ 2,517,000 |

**Project Name:** Access Road to Airport – Future Aviation Drive
**Time:** Environmental Studies – 2 years; Engineering Design: 3 months; Construction: 3 months
**Cost Estimate:** *Total Environmental:* $150,000; *Total Design*: $195,000 – Engineering and Administration
*Total Construction:*

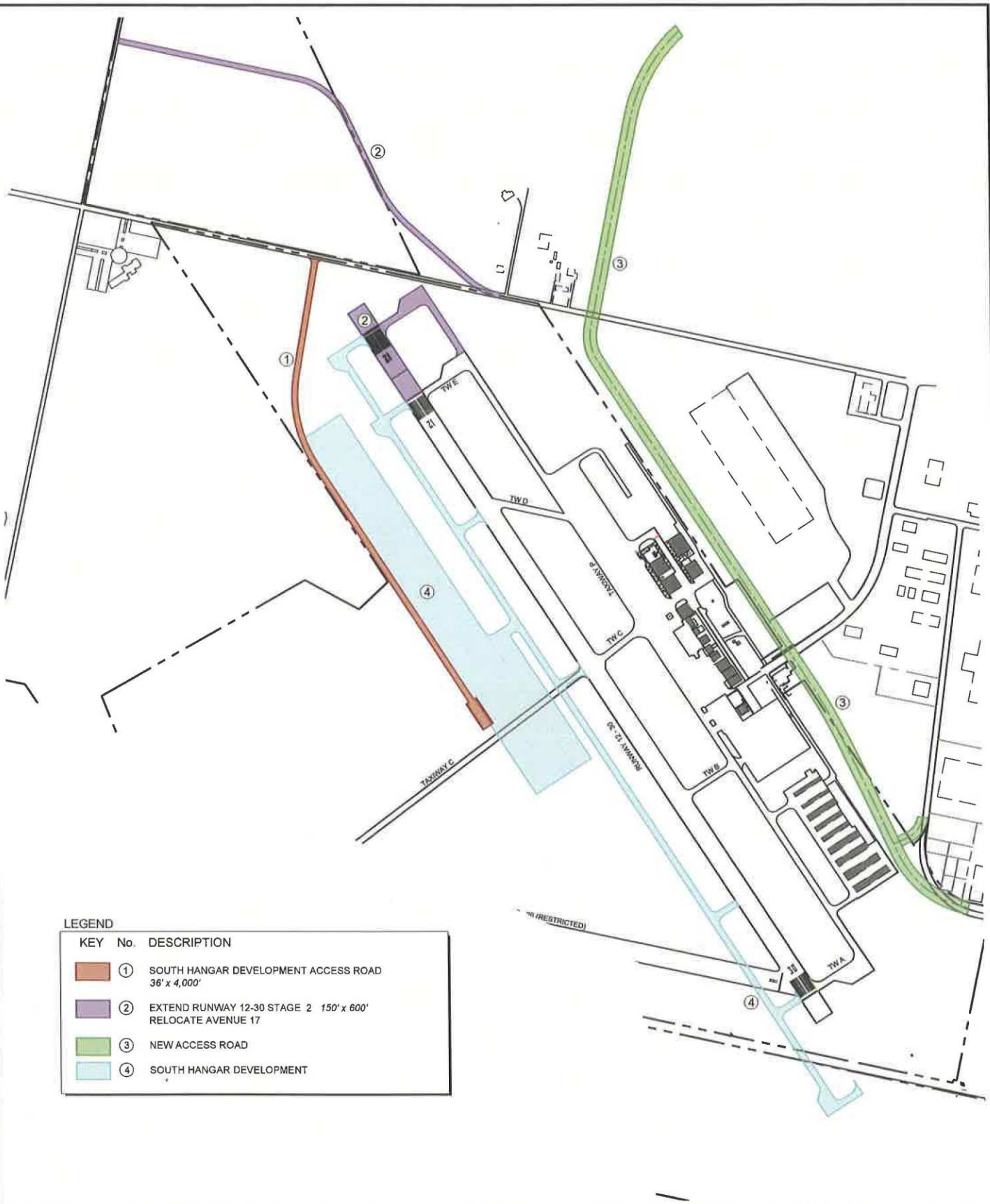
| Item No. | Description | Unit | Unit Cost | Quantity | Total Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 15,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 20,000 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 5,000 |
| 4 | Clear and Grubbing | Acre | $ 2,000.00 | 4.0 | 8,000 |
| 5 | Excavation | Cu.Yd. | 16.00 | 11,000.0 | 176,000 |
| 6 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 250.0 | 500 |
| 7 | Unsuitable Excavation, Fabric and Backfill | Cu.Yd. | 25.00 | 3,500.0 | 87,500 |
| 8 | 6" Scarify and Recompact | Sq.Yd. | 2.00 | 22,000.0 | 44,000 |
| 9 | Imported Aggregate Subbase (6") | Ton | 35.00 | 7,000.0 | 245,000 |
| 10 | Aggregate Base (9") | Ton | 45.00 | 7,500.0 | 337,500 |
| 11 | Bituminous Surface (3") | Ton | 100.00 | 3,500.0 | 350,000 |
| 12 | Prime Coat | Ton | 1,500.00 | 12.0 | 18,000 |
| 13 | Tack Coat | Ton | 1,500.00 | 4.0 | 6,000 |
| 14 | Curb and Gutter | Ln. Ft. | 10.00 | 11,300.0 | 113,000 |
| 15 | New Marking | Sq.Ft. | 2.00 | 4,500.0 | 9,000 |
| 16 | Street Lighting | Each | 20,000.00 | 8.0 | 160,000 |
| 17 | New Signs | Each | 2,500.00 | 10.0 | 25,000 |
| 18 | Pull Box | Each | 5,000.00 | 10.0 | 50,000 |
| 19 | Utility Relocation | L.S. | L.S. | L.S. | 100,000 |
| 20 | Utilities Allowance | L.S. | L.S. | L.S. | 100,000 |
| 21 | Drainage Allowance | L.S. | L.S. | L.S. | 50,000 |
| | *Total Construction Cost* | | | | $ 1,919,500 |
| | *Total Construction Cost - Use* | | | | $ 1,920,000 |
| | *Engineering and Administration* | | | | 365,000 |
| | *Total Project Cost - Construction* | | | | $ 2,285,000 |

**Project Name:** Southwest Hangar Development
**Time:** Environmental Studies – 2 years; Engineering Design: 4 months; Construction: 4 months
**Cost Estimate:** *Total Environmental:* $100,000; *Total Design*: $450,000 – Engineering and Administration
*Total Construction:*

| Item No. | Description | Unit | Unit Cost | Quantity | Total Cost |
|---|---|---|---|---|---|
| 1 | Marking and Lighting of Closed Airport Facilities | L.S. | L.S. | L.S. | $ 15,000 |
| 2 | Mobilization | L.S. | L.S. | L.S. | 20,000 |
| 3 | SWPPP | L.S. | L.S. | L.S. | 5,000 |
| 4 | Clear and Grubbing | Acre | $ 2,000.00 | 13.0 | 26,000 |
| 5 | Excavation | Cu.Yd. | 16.00 | 33,500.0 | 536,000 |
| 6 | Saw Cut Existing AC | Ln. Ft. | 2.00 | 75.0 | 150 |
| 7 | Unsuitable Excavation, Fabric and Backfill | Cu.Yd. | 25.00 | 5,000.0 | 125,000 |
| 8 | 6" Scarify and Recompact | Sq.Yd. | 2.00 | 65,000.0 | 130,000 |
| 9 | Imported Aggregate Subbase (6") | Ton | 35.00 | 21,500.0 | 752,500 |
| 10 | Aggregate Base (9") | Ton | 45.00 | 32,000.0 | 1,440,000 |
| 11 | Bituminous Surface (3") | Ton | 100.00 | 11,500.0 | 1,150,000 |
| 12 | Prime Coat | Ton | 1,500.00 | 39.0 | 58,500 |
| 13 | Tack Coat | Ton | 1,500.00 | 13.0 | 19,500 |
| 14 | New Marking | Sq.Ft. | 2.00 | 1,500.0 | 3,000 |
| 15 | Taxiway Edge Lights | Each | 1,500.00 | 16.0 | 24,000 |
| 16 | Underground Electrical Duct | Ln. Ft. | 16.00 | 2,250.0 | 36,000 |
| 17 | New 1C #8 - 5kV Runway Cable | Ln. Ft. | 2.00 | 5,000.0 | 10,000 |
| 18 | New Taxiway Guidance Sign | Each | 3,500.00 | 1.0 | 3,500 |
| 19 | Type I Pull Box | Each | 5,000.00 | 2.0 | 10,000 |
| 20 | Relocate PAPI | L.S. | L.S. | L.S. | 10,000 |
| 21 | Utilities Allowance | L.S. | L.S. | L.S. | 100,000 |
| 22 | Drainage Allowance | L.S. | L.S. | L.S. | 30,000 |
| | ***Total Construction Cost*** | | | | $ 4,504,150 |
| | *Total Construction Cost - Use* | | | | $ 4,504,000 |
| | *Engineering and Administration* | | | | 856,000 |
| | *Total Project Cost - Construction* | | | | $ 5,360,000 |

A sketch showing this project proposed for development in the 11 to 20 year period is included as Plate No. 7-4.

PLATE No. 7-4




LEGEND

| KEY No. | DESCRIPTION |
|---|---|
| ① | SOUTH HANGAR DEVELOPMENT ACCESS ROAD *36' x 4,000'* |
| ② | EXTEND RUNWAY 12-30 STAGE 2 *150' x 600'* RELOCATE AVENUE 17 |
| ③ | NEW ACCESS ROAD |
| ④ | SOUTH HANGAR DEVELOPMENT |

**MADERA MUNICIPAL AIRPORT**
MADERA, CALIFORNIA

**SKETCH MAP**
**LONG TERM**
**11 TO 20 YEARS**

Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 • Loomis, California 95650 • (916) 652-4725

# CHAPTER 8. ENVIRONMENTAL AND WILDLIFE HAZARD MANAGEMENT CONSIDERATIONS

Wallace Environmental, Inc., has studied the environs of the MAE and has identified environmental and wildlife hazard management considerations. These considerations are included in this chapter of the narrative.

The Madera Municipal Airport is located three miles northwest of the City of Madera in the eastern side of the San Joaquin Valley at an approximate elevation of 255 feet and is bounded on the west, south and north by agricultural land uses. The Madera [Municipal] Golf Course is located approximately 600 feet west of the airport property. The airport generally slopes to the southwest. A local drainage ditch flows east to west and crosses under the runway near the north end of the runway.

## 8-1 Environmental Considerations

Major Airport Drainage Ditches

A major drainage ditch crosses the northern portion of the airport from east to west.

Wetlands

The drainage ditch on the airport likely qualifies as waters of the U.S.

Flood Zones

The Madera Municipal Airport is not located on any FEMA map within any designated 100-year floodplain.

Historic or Cultural Features

Although a cultural resources survey has not been prepared for the airport, based on surveys conducted for the City of Madera (City of Madera, General Plan, 2009), there are three properties eligible for listing within the city limits, none are located within the airport.

Section 4(f) Features

The Madera [Municipal] Golf Course is located west of the airport, approximately 580 feet from the western-most portion of the drainage project.

Flora and Fauna

Ten special-status animals have been identified as occurring within the immediate region surrounding the airport. Burrowing owl (California Species of Concern) is the only special-status species occurring within two miles of the airport and suitable habitat does exist for this species.

Twelve special-status plants are known to occur in the airport's vicinity. All of these plants require specific habitats that do not occur on the airport, but may occur with a 5-mile radius.

Natural Resources

Operations at the airport will not affect energy or other natural resource consumption where demand exceeds the capacity of the supplier.

Other Issues

None

## 8-2 Wildlife Hazard Management Considerations

The airport is surrounded by orchards, cultivated lands and a public golf course. Mammals associated with these habitats could include coyote, rabbits, ground squirrels and other rodents. The airport is within the Pacific Flyway; there is limited waterfowl habitat within the airport vicinity. However, the open fields on and around the airport provide foraging habitat for raptors.

# CHAPTER 9. AIRPORT LAYOUT PLAN UPDATE

The Airport Layout Plan set of drawings has been prepared and is included with this report. Twelve drawings are included in this set. A table of contents of the drawings is indicated below, along with a general description of information provided on the drawings.

***Sheet No. 1 – Title and Index***

***Sheet No. 2 – Airport Layout Plan*** – The Airport Layout Plan shows existing facilities, short-term proposed development, and ultimate development for the airport. This plan also shows recommended areas to be reserved for unanticipated growth.

***Sheet No. 3 – Airport Layout Plan Data Tables*** – The wind rose, runway data tables, runway end data tables, and airport data tables are included on this sheet. This information provides the dimensional details of items shown on the Airport Layout Plan.

There are no items on the airport that are modifications to F.A.A. Advisory Circular 150/5300-13A requirements.

***Sheet No. 4 – Terminal Area Layout Plan*** – A large scale plan of the Terminal Area, hangar, and FBO building development areas is shown on this drawing.

***Sheet No. 5 – Airport Airspace Plan – Existing Layout*** - This Airport Airspace Plan is a drawing that depicts the existing critical surfaces for this airport as defined by FAR Part 77 and as they relate to existing topography.

***Sheet No. 6 – Airport Airspace Plan – Future Layout*** – The Airport Airspace Plan is a drawing that depicts the future critical surfaces for this airport when Runway 8-26 is abandoned, as defined by FAR Part 77 and as they relate to existing topography.

***Sheet No. 7 – Airport Airspace Plan and Profile – Existing and Future Layout*** – The Airport Airspace Plan and Profile is a drawing that depicts the existing and proposed future Runway 12-30 approach and departure corridor as it relates to Part 77 imaginary surfaces.

***Sheet No. 8 – Inner Portion of Approach Surface Plan – Runway 12-30*** - This drawing shows the plan/profile of the approaches to Runway 12-30. The drawing shows that is an orchard and a fence that penetrate the FAR Part 77 transitional surfaces.

***Sheet No. 9 – Inner Portion of Approach Surface Plan – Runway 8-26*** - This drawing shows the plan/profile of the approaches to Runway 8-26. The drawing shows that no objects penetrate critical surfaces for this runway.

***Sheet No. 10 – Runway 30 Departure Plan and Profile –*** This Runway 30 Departure Plan and Profile drawing depicts existing and future departure surfaces for instrument departures from Runway 30.

***Sheet No. 11 – Airport Land Use Compatibility Plan*** – This drawing represents the land use recommendations as developed by the State of California Department of Transportation Division of Aeronautics.

***Sheet No. 12 – Airport Property Map – Exhibit A*** – The Airport Property Map includes property boundary descriptions for all land owned by the Airport.

Prepared by:

Reinard W. Brandley, P.E.

**Exhibit D:**

2017 Airport Layout Plan

# MADERA MUNICIPAL AIRPORT
# MADERA, CALIFORNIA

## AIRPORT LAYOUT PLAN

**STATE OF CALIFORNIA**

**JUNE 2017**

SHEET INDEX


1. TITLE & INDEX
2. AIRPORT LAYOUT PLAN
3. DATA TABLES
4. TERMINAL AREA LAYOUT PLAN
5. AIRPORT AIRSPACE DRAWING – EXISTING LAYOUT
6. AIRPORT AIRSPACE DRAWING – FUTURE LAYOUT
7. AIRPORT AIRSPACE PLAN AND PROFILE – EXISTING AND FUTURE LAYOUT
8. INNER PORTION OF APPROACH SURFACE RUNWAY 12–30
9. INNER PORTION OF APPROACH SURFACE RUNWAY 8–26
10. RUNWAY 30 DEPARTURE SURFACE PLAN AND PROFILE
11. AIRPORT LAND USE COMPATIBILITY PLAN
12. AIRPORT PROPERTY MAP – EXHIBIT "A"


**LOCATION MAP**

**CITY OF MADERA**

**APPROVED:** David Randall **DATE:** 7.17.17

DAVID RANDALL - PUBLIC WORKS OPERATIONS DIRECTOR

REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRANDLEY No. C 71139 Exp. 6-30-2019 CIVIL STATE OF CALIFORNIA

Melissa S. Brandley 6-20-17

**DESIGNED BY :**

**Reinard W. Brandley**

**CONSULTING AIRPORT ENGINEER**
**LOOMIS, CALIFORNIA**

Melissa S. Brandley June 30, 2017

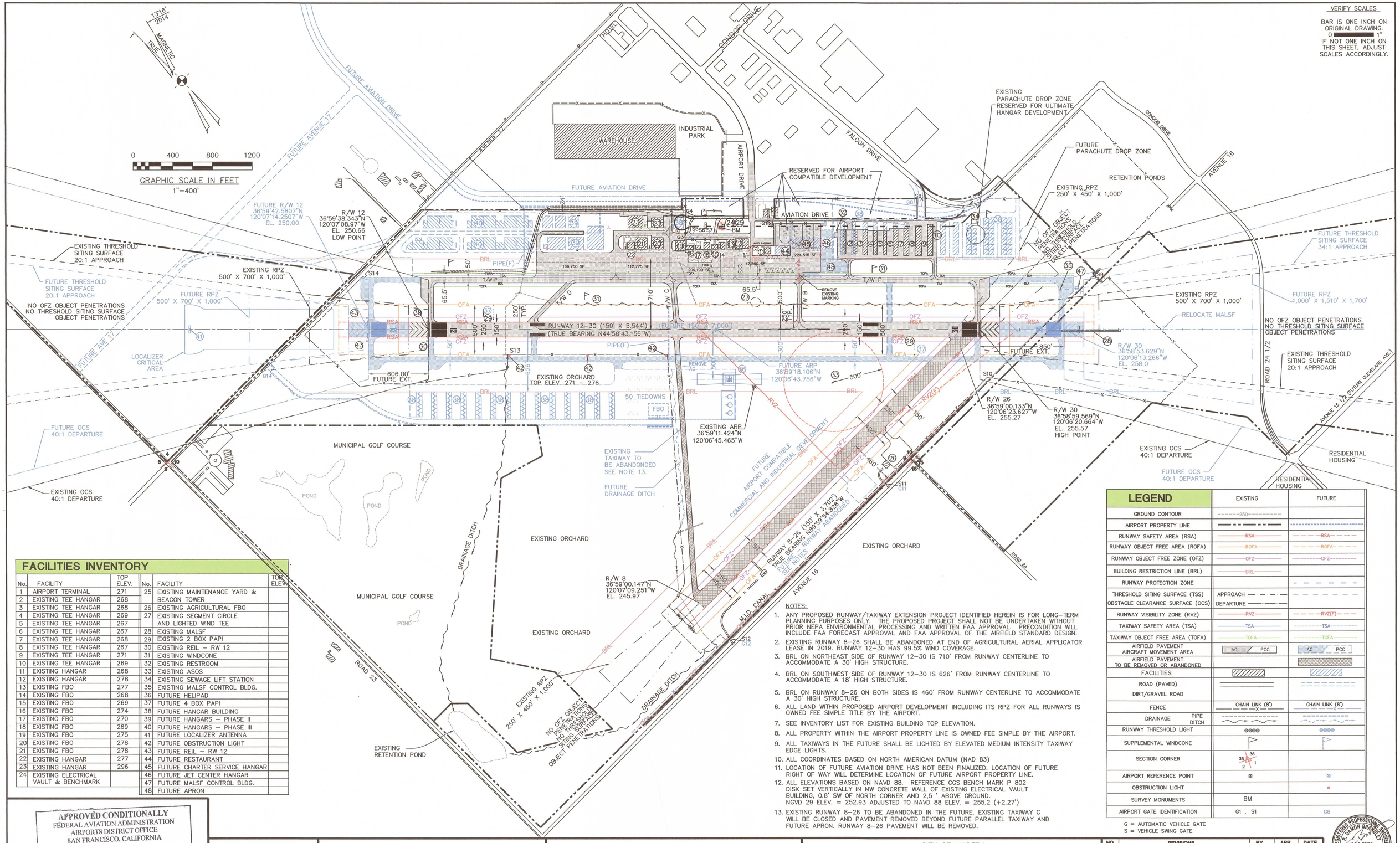
**DATE**

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 ——— 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

13°16' 2014 MAGNETIC TRUE

0 400 800 1200
GRAPHIC SCALE IN FEET
1"=400'




## FACILITIES INVENTORY

| No. | FACILITY | TOP ELEV. |
|---|---|---|
| 1 | AIRPORT TERMINAL | 271 |
| 2 | EXISTING TEE HANGAR | 268 |
| 3 | EXISTING TEE HANGAR | 268 |
| 4 | EXISTING TEE HANGAR | 269 |
| 5 | EXISTING TEE HANGAR | 267 |
| 6 | EXISTING TEE HANGAR | 267 |
| 7 | EXISTING TEE HANGAR | 268 |
| 8 | EXISTING TEE HANGAR | 267 |
| 9 | EXISTING TEE HANGAR | 271 |
| 10 | EXISTING TEE HANGAR | 269 |
| 11 | EXISTING HANGAR | 268 |
| 12 | EXISTING HANGAR | 278 |
| 13 | EXISTING FBO | 277 |
| 14 | EXISTING FBO | 268 |
| 15 | EXISTING FBO | 269 |
| 16 | EXISTING FBO | 274 |
| 17 | EXISTING FBO | 270 |
| 18 | EXISTING FBO | 269 |
| 19 | EXISTING FBO | 275 |
| 20 | EXISTING FBO | 278 |
| 21 | EXISTING FBO | 278 |
| 22 | EXISTING HANGAR | 277 |
| 23 | EXISTING HANGAR | 296 |
| 24 | EXISTING ELECTRICAL VAULT & BENCHMARK | |
| 25 | EXISTING MAINTENANCE YARD & BEACON TOWER | |
| 26 | EXISTING AGRICULTURAL FBO | |
| 27 | EXISTING SEGMENT CIRCLE AND LIGHTED WIND TEE | |
| 28 | EXISTING MALSF | |
| 29 | EXISTING 2 BOX PAPI | |
| 30 | EXISTING REIL – RW 12 | |
| 31 | EXISTING WINDCONE | |
| 32 | EXISTING RESTROOM | |
| 33 | EXISTING ASOS | |
| 34 | EXISTING SEWAGE LIFT STATION | |
| 35 | EXISTING MALSF CONTROL BLDG. | |
| 36 | FUTURE HELIPAD | |
| 37 | FUTURE 4 BOX PAPI | |
| 38 | FUTURE HANGAR BUILDING | |
| 39 | FUTURE HANGARS – PHASE II | |
| 40 | FUTURE HANGARS – PHASE III | |
| 41 | FUTURE LOCALIZER ANTENNA | |
| 42 | FUTURE OBSTRUCTION LIGHT | |
| 43 | FUTURE REIL – RW 12 | |
| 44 | FUTURE RESTAURANT | |
| 45 | FUTURE CHARTER SERVICE HANGAR | |
| 46 | FUTURE JET CENTER HANGAR | |
| 47 | FUTURE MALSF CONTROL BLDG. | |
| 48 | FUTURE APRON | |

NOTES:

1. ANY PROPOSED RUNWAY/TAXIWAY EXTENSION PROJECT IDENTIFIED HEREIN IS FOR LONG-TERM PLANNING PURPOSES ONLY. THE PROPOSED PROJECT SHALL NOT BE UNDERTAKEN WITHOUT PRIOR NEPA ENVIRONMENTAL PROCESSING AND WRITTEN FAA APPROVAL. PRECONDITION WILL INCLUDE FAA FORECAST APPROVAL AND FAA APPROVAL OF THE AIRFIELD STANDARD DESIGN.
2. EXISTING RUNWAY 8-26 SHALL BE ABANDONED AT END OF AGRICULTURAL AERIAL APPLICATOR LEASE IN 2019. RUNWAY 12-30 HAS 99.5% WIND COVERAGE.
3. BRL ON NORTHEAST SIDE OF RUNWAY 12-30 IS 710' FROM RUNWAY CENTERLINE TO ACCOMMODATE A 30' HIGH STRUCTURE.
4. BRL ON SOUTHWEST SIDE OF RUNWAY 12-30 IS 626' FROM RUNWAY CENTERLINE TO ACCOMMODATE A 18' HIGH STRUCTURE.
5. BRL ON RUNWAY 8-26 ON BOTH SIDES IS 460' FROM RUNWAY CENTERLINE TO ACCOMMODATE A 30' HIGH STRUCTURE.
6. ALL LAND WITHIN PROPOSED AIRPORT DEVELOPMENT INCLUDING ITS RPZ FOR ALL RUNWAYS IS OWNED FEE SIMPLE TITLE BY THE AIRPORT.
7. SEE INVENTORY LIST FOR EXISTING BUILDING TOP ELEVATION.
8. ALL PROPERTY WITHIN THE AIRPORT PROPERTY LINE IS OWNED FEE SIMPLE BY THE AIRPORT.
9. ALL TAXIWAYS IN THE FUTURE SHALL BE LIGHTED BY ELEVATED MEDIUM INTENSITY TAXIWAY EDGE LIGHTS.
10. ALL COORDINATES BASED ON NORTH AMERICAN DATUM (NAD 83)
11. LOCATION OF FUTURE AVIATION DRIVE HAS NOT BEEN FINALIZED. LOCATION OF FUTURE RIGHT OF WAY WILL DETERMINE LOCATION OF FUTURE AIRPORT PROPERTY LINE.
12. ALL ELEVATIONS BASED ON NAVD 88. REFERENCE CGS BENCH MARK P 802 DISK SET VERTICALLY IN NW CONCRETE WALL OF EXISTING ELECTRICAL VAULT BUILDING, 0.8' SW OF NORTH CORNER AND 2.5 ' ABOVE GROUND. NGVD 29 ELEV. = 252.93 ADJUSTED TO NAVD 88 ELEV. = 255.2 (+2.27')
13. EXISTING RUNWAY 8-26 TO BE ABANDONED IN THE FUTURE. EXISTING TAXIWAY C WILL BE CLOSED AND PAVEMENT REMOVED BEYOND FUTURE PARALLEL TAXIWAY AND FUTURE APRON. RUNWAY 8-26 PAVEMENT WILL BE REMOVED.

## LEGEND

| | EXISTING | FUTURE |
|---|---|---|
| GROUND CONTOUR | 250 | |
| AIRPORT PROPERTY LINE | | |
| RUNWAY SAFETY AREA (RSA) | RSA | RSA |
| RUNWAY OBJECT FREE AREA (ROFA) | ROFA | ROFA |
| RUNWAY OBJECT FREE ZONE (OFZ) | OFZ | OFZ |
| BUILDING RESTRICTION LINE (BRL) | BRL | |
| RUNWAY PROTECTION ZONE | | |
| THRESHOLD SITING SURFACE (TSS) | APPROACH | |
| OBSTACLE CLEARANCE SURFACE (OCS) | DEPARTURE | |
| RUNWAY VISIBILITY ZONE (RVZ) | RVZ | RVZ(F) |
| TAXIWAY SAFETY AREA (TSA) | TSA | TSA |
| TAXIWAY OBJECT FREE AREA (TOFA) | TOFA | TOFA |
| AIRFIELD PAVEMENT AIRCRAFT MOVEMENT AREA | AC / PCC | AC / PCC |
| AIRFIELD PAVEMENT TO BE REMOVED OR ABANDONED | | |
| FACILITIES | | |
| ROAD (PAVED) DIRT/GRAVEL ROAD | | |
| FENCE | CHAIN LINK (8') | CHAIN LINK (8') |
| DRAINAGE PIPE DITCH | | |
| RUNWAY THRESHOLD LIGHT | | |
| SUPPLEMENTAL WINDCONE | | |
| SECTION CORNER | 35 36 2 1 | |
| AIRPORT REFERENCE POINT | | |
| OBSTRUCTION LIGHT | | |
| SURVEY MONUMENTS | BM | |
| AIRPORT GATE IDENTIFICATION | G1 , S1 | G6 |

G = AUTOMATIC VEHICLE GATE
S = VEHICLE SWING GATE

APPROVED CONDITIONALLY
FEDERAL AVIATION ADMINISTRATION
AIRPORTS DISTRICT OFFICE
SAN FRANCISCO, CALIFORNIA
By _____ Date 8/22/17
for Manager
Subject to Letter dated 8/22/17
APPROVED DATE
FAA

FAA DISCLAIMER

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTES A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

APPROVED _____ DATE _____
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


C.E. 8044
Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652-4725


CITY OF MADERA
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

## AIRPORT LAYOUT PLAN

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

REGISTERED PROFESSIONAL ENGINEER
R. DAMON BRANDLEY
No. C 66558
Exp. 6-30-2018
CIVIL
STATE OF CALIFORNIA

DATE JUNE 30, 2017

SHEET 2 OF 12 SHEETS

# RUNWAY DATA TABLE

| | | | RUNWAY 12 – 30 | | RUNWAY 8 – 26 | | FAA STANDARDS | |
|---|---|---|---|---|---|---|---|---|
| | | | EXISTING R/W 12 ---- R/W 30 | FUTURE R/W 12 ---- R/W 30 | EXISTING R/W 8 ---- R/W 26 | FUTURE R/W 8 ---- R/W 26 | | |
| | AIRPORT REFERENCE CODE (ARC) | | B–II | B–II | RESTRICTED AGRICULTURE | ABANDONED | B–II | B–II |
| | APPROACH VISIBILITY MINIMUMS | | VISUAL ---- 1 MILE | 1 MILE ---- >3/4 MILE | VISUAL ---- VISUAL | | VISUAL, NOT LOWER THAN 1 MILE | NOT LOWER THAN 3/4 MILE |
| | FAR PART 77 CATEGORY RUNWAY | | B(NP) ---- B(NP) | B(NP) ---- B(NP) | A(V) ---- A(V) | | | |
| | RUNWAY REFERENCE CODE (RRC) | | B/II/5000 ---- B/II/5000 | B/II/5000 ---- B/II/4000 | A/II/VIS ---- A/II/VIS | | | |
| | DESIGN AIRCRAFT | | CESSNA CITATION VII | CESSNA CITATION VII | AT 402 | | | |
| | DESIGN AIRCRAFT MAIN GEAR WIDTH (MGW) | FT. | 21 | 21 | 8.5 | | | |
| | WINGSPAN of CRITICAL DESIGN AIRCRAFT (FT.) | FT. | 53.5 | 53.5 | 51 | | | |
| | APPROACH SPEED of CRITICAL DESIGN AIRCRAFT | KNOTS | 117 | 117 | 60 | | | |
| | MAXIMUM CERTIFIED TAKEOFF WEIGHT of CRITICAL DESIGN AIRCRAFT (LBS) | LBS. | 22,500 | 22,500 | 8,500 | | | |
| | MAXIMUM CERTIFIED LANDING WEIGHT of CRITICAL DESIGN AIRCRAFT (LBS) | LBS. | 20,000 | 20,000 | | | | |
| | PERCENTAGE WIND COVERAGE | | | | | | | |
| | 10.5 KNOT CROSSWIND | PERCENT | 99.77 | 99.77 | 98.24 | | | |
| | 13 KNOT CROSSWIND | PERCENT | 99.89 | 99.89 | 99.33 | | | |
| | 16 KNOT CROSSWIND | PERCENT | 99.95 | 99.95 | 99.78 | | | |
| | 20 KNOT CROSSWIND | PERCENT | 99.98 | 99.98 | 99.89 | | | |
| RUNWAY GRADIENT | RUNWAY LINE OF SIGHT | | FULL | FULL | FULL | | | |
| | MAXIMUM RUNWAY GRADIENT | PERCENT | 0.09 | 0.09 | 0.25 | | 0 TO +/– 2.00 | 0 TO +/– 2.00 |
| | RUNWAY GRADIENT | PERCENT | 0.09 | 0.09 | 0.25 | | 0 TO +/– 2.00 | 0 TO +/– 2.00 |
| RUNWAY DESIGN | RUNWAY DESIGN CODE (RDC) | | B/II/5000 ---- B/II/5000 | B/II/5000 ---- B/II/4000 | A/II/VIS ---- A/II/VIS | | | |
| | RUNWAY LENGTH | FT. | 5544 | 7000 | 3702 | | | |
| | RUNWAY THRESHOLD DISPLACED | FT. | 0 ---- 0 | 0 ---- 0 | 0 ---- 0 | | | |
| | RUNWAY WIDTH | FT. | 150 | 150 | 150 | | 75 | 75 |
| | SHOULDER WIDTH | FT. | 0 | 10 | 0 | | 10 | 10 |
| | RUNWAY PAVEMENT SURFACE | | ASPHALT | ASPHALT | ASPHALT | | | |
| | PAVEMENT DESIGN STRENGTH 1,000 LB GROSS AIRCRAFT | | 26 S, 40 D | 26 S, 40 D | 26 S, 40 D | | | |
| | PAVEMENT CLASSIFICATION NUMBER (PCN) | | 10/F/C/Y/T | 10/F/C/Y/T | 8/F/C/Y/T | | | |
| | RUNWAY MARKING | | NP ---- NP | NP ---- NP | VIS ---- VIS | | | |
| | RUNWAY LIGHTING | | MIRL | MIRL | NONE | | | |
| | BLAST PAD WIDTH | FT. | 150 | 150 | 0 | | 95 | 95 |
| | BLAST PAD LENGTH | FT. | 200 | 200 | 0 | | 150 | 150 |
| | CROSSWIND COMPONENT | KNOTS | 13 | 13 | 10.5 | | 13 | 13 |
| RUNWAY PROTECTION | RUNWAY SAFETY AREA – LENGTH BEYOND DEPARTURE END | FT. | 300 | 300 | 300 | | 300 | 300 |
| | RUNWAY SAFETY AREA – LENGTH PRIOR TO THRESHOLD | FT. | 300 | 300 | 300 | | 300 | 300 |
| | RUNWAY SAFETY AREA – WIDTH | FT. | 150 | 150 | 150 | | 150 | 150 |
| | RUNWAY OBJECT FREE AREA – LENGTH BEYOND RUNWAY END | FT. | 300 | 300 | 300 | | 300 | 300 |
| | RUNWAY OBJECT FREE AREA – LENGTH PRIOR TO THRESHOLD | FT. | 300 | 300 | 300 | | 300 | 300 |
| | RUNWAY OBJECT FREE AREA – WIDTH | FT. | 500 | 500 | 500 | | 500 | 500 |
| | RUNWAY OBSTACLE FREE ZONE– LENGTH BEYOND RUNWAY END | FT. | 200 | 200 | 200 | | 200 | 200 |
| | RUNWAY OBSTACLE FREE ZONE – WIDTH | FT. | 250 | 250 | 250 | | 250 | 250 |
| | RUNWAY DEPARTURE SURFACE (OCS) – 40:1 | | YES | YES | N/A | | | |
| | THRESHOLD SITING SURFACE (TSS) | | NO TSS PENETRATIONS | NO TSS PENETRATIONS | NO TSS PENETRATIONS | | | |
| | APPROACH RUNWAY PROTECTION ZONE – LENGTH | FT. | 1000 | 1700 | 1000 | | 1000 | 1700 |
| | APPROACH RUNWAY PROTECTION ZONE – INNER WIDTH | FT. | 500 | 1000 | 500 | | 500 | 1000 |
| | APPROACH RUNWAY PROTECTION ZONE – OUTER WIDTH | FT. | 700 | 1510 | 700 | | 700 | 1510 |
| | APPROACH RUNWAY PROTECTION ZONE – ACRES | FT. | 13.770 | 49.978 | 13.770 | | 13.770 | 49.978 |
| | DEPARTURE RUNWAY PROTECTION ZONE – LENGTH | FT. | 1000 | 1000 | 1000 | | 1000 | 1000 |
| | DEPARTURE RUNWAY PROTECTION ZONE – INNER WIDTH | FT. | 500 | 500 | 500 | | 500 | 500 |
| | DEPARTURE RUNWAY PROTECTION ZONE – OUTER WIDTH | FT. | 700 | 700 | 700 | | 700 | 700 |
| | DEPARTURE RUNWAY PROTECTION ZONE – ACRES | FT. | 13.770 | 13.770 | 13.770 | | 13.770 | 13.770 |
| RUNWAY SEPARATION | RUNWAY CENTERLINE TO HOLDING POSITION | FT. | 250 | 250 | 200 | | 200 | 200 |
| | RUNWAY CENTERLINE TO PARALLEL TAXIWAY/TAXILANE CENTERLINE | FT. | 500 | 500 | – | | 240 | 240 |
| | RUNWAY CENTERLINE TO AIRCRAFT PARKING AREA | FT. | 560 | 560 | 260 | | 250 | 250 |
| TAXIWAY DESIGN | TAXIWAY DESIGN GROUP (TDG) | | 2 | 2 | 2 | | 2 | |
| | TAXIWAY WIDTH | FT. | 50 | 50 | 50 | | 35 | |
| | TAXIWAY EDGE SAFETY MARGIN | FT. | 14.5 | 14.5 | 20.5 | | 7.5 | |
| | TAXIWAY SHOULDER WIDTH | FT. | 0 | 10 | 0 | | 15 | |
| | TAXIWAY PAVEMENT SURFACE | | ASPHALT | ASPHALT | ASPHALT | | | |
| | TAXIWAY PAVEMENT DESIGN STRENGTH 1,000 LB GROSS AIRCRAFT | | 26 S, 40 D | 26 S, 40 D | 26 S, 40 D | | | |
| | TAXIWAY LIGHTING | | MITL | MITL | NONE | | | |
| TAXIWAY PROTECTION | TAXIWAY SAFETY AREA – WIDTH | FT. | 79 | 79 | 79 | | 79 | |
| | TAXIWAY OBJECT FREE AREA – WIDTH | FT. | 131 | 131 | 131 | | 131 | |
| TAXIWAY SEPARATION | TAXIWAY CENTERLINE TO PARALLEL TAXIWAY/TAXILANE CENTERLINE | FT. | 110 | 110 | – | | 105 | |
| | TAXIWAY CENTERLINE TO FIXED OR MOVABLE OBJECT | FT. | 58 | 58 | – | | 65.5 | |
| | TAXILANE CENTERLINE TO FIXED OR MOVABLE OBJECT | FT. | 57.5 | 57.5 | – | | 57.5 | |
| | TAXIWAY WINGTIP CLEARANCE | FT. | 26 | 26 | – | | 26 | |
| | TAXILANE WINGTIP CLEARANCE | FT. | 18 | 18 | – | | 18 | |

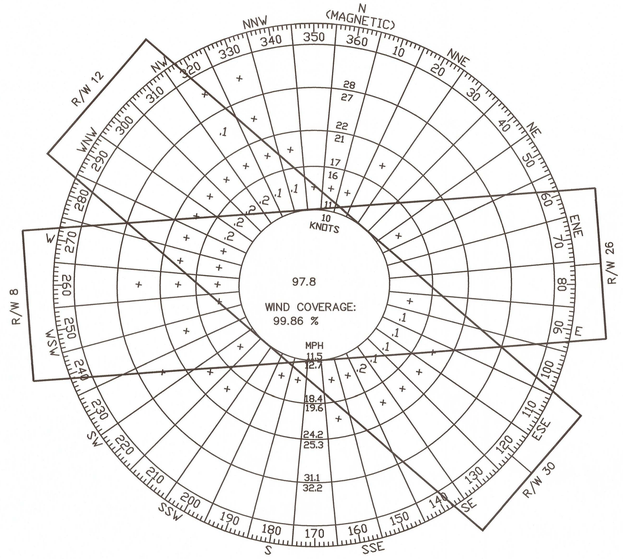
VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 ■ 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

| RUNWAY | WIND COVERAGE CROSSWIND 10.5 Kt. 12.1 MPH | 13.0 Kt. 15.0 MPH | 16.0 Kt. 18.4 MPH | 20.0 Kt. 23.0 MPH |
|---|---|---|---|---|
| RUNWAY 12–30 | 99.77% | 99.89% | 99.95% | 99.98% |
| RUNWAY 8–26 | 98.24% | 99.33% | 99.78% | 99.89% |

SOURCE OF DATA:
MADERA MUNICIPAL AIRPORT ASOS
12/08/2006 – 8/24/2015
13,508 HOURLY READINGS TAKEN

NOTES:
1. ALL VALUES SHOWN IN %
2. "+" INDICATES READINGS LESS THAN 0.1%
3. MAGNETIC NORTH IS N13°16'E FROM TRUE NORTH (NOAA 2014)
4. RUNWAY 12–30 HAS A TRUE BEARING OF N44°58'43"W
5. RUNWAY 12–30 HAS A MAGNETIC HEADING OF 120°52'17"–300°52'17" (2006 DECLINATION)
6. RUNWAY 8–26 HAS A TRUE BEARING OF N89°58'55"W
7. RUNWAY 8–26 HAS A MAGNETIC HEADING OF 75°52'05"–255°52'05" (2006 DECLINATION)




# AIRPORT DATA TABLE

| | EXISTING | FUTURE |
|---|---|---|
| AIRPORT ELEVATION (NAVD88) | 255.3 | 253.0 |
| AIRPORT REFERENCE POINT (ARP) COORDINATES | 36°59'11.424"N 120°06'45.465"W | 36°59'18.106"N 120°06'43.7556"W |
| AIRPORT NAVIGATION AIDS | GPS, BEACON | GPS, BEACON |
| MISC. FACILITIES | ASOS, LIGHTED WINDCONES | ASOS, LIGHTED WINDCONES |
| MEAN MAX. TEMP. (HOTTEST MONTH) | 93.7° F (JULY) | |
| AIRPORT REFERENCE CODE (ARC) | B–II | B–II |
| AIRPORT MAGNETIC DECLINATION NOAA.GOV OCT. 2016 | 13° 3' EAST AT 0° 20' WEST PER YR. | |
| NPIAS SERVICE LEVEL | GA | GA |

# RUNWAY END DATA

| | RUNWAY 12 – 30 EXISTING R/W 12 ---- R/W 30 | RUNWAY 12 – 30 FUTURE R/W 12 ---- R/W 30 | RUNWAY 8 – 26 EXISTING R/W 8 ---- R/W 26 | RUNWAY 8 – 26 FUTURE R/W 8 ---- R/W 26 |
|---|---|---|---|---|
| RUNWAY END COORDINATES | 36°59'38.343"N ---- 36°58'59.569"N 120°07'08.97"W ---- 120°06'20.664"W | 36°59'42.5807"N ---- 36°58'53.629"N 120°07'14.5207"W ---- 120°06'13.266"W | 36°59'00.147"N ---- 36°59'00.133"N 120°07'09.251"W ---- 120°06'23.627"W | ABANDONED |
| RUNWAY END ELEVATION | 250.66 ---- 255.57 | 250.00 ---- 258.00 | 245.97 ---- 255.27 | |
| DISPLACED THRESHOLD COORDINATES | N/A ---- NA<br>N/A ---- NA | N/A ---- NA<br>N/A ---- NA | N/A ---- N/A<br>N/A ---- N/A | |
| DISPLACED THRESHOLD ELEVATION | N/A ---- NA | N/A ---- NA | N/A ---- N/A | |
| APPROACH SURFACE SLOPE – TSS | 20:1 ---- 20:1 | 20:1 ---- 34:1 | N/A ---- N/A | |
| DEPARTURE SURFACE SLOPE – OCS | 40:1 ---- 40:1 | 40:1 ---- 40:1 | N/A ---- N/A | |
| NAVIGATIONAL AIDS | NONE ---- VOR, GPS | GPS ---- LOCALIZER, VOR, GPS | NONE ---- NONE | |
| VISUAL AIDS | REIL, PAPI ---- PAPI, MALSF | REIL, PAPI ---- PAPI, MALSF | NONE ---- NONE | |
| APPROACH VISIBILITY MINIMUMS | 1 MILE ---- 1 MILE | 1 MILE ---- >3/4 MILE | VISUAL ---- VISUAL | |
| TOUCHDOWN ZONE ELEVATION | 251.38 ---- 255.57 | 251.38 ---- 257 | 248.5 ---- 255.27 | |
| RUNWAY HIGHEST ELEVATION | 255.57 | 258 | 255.27 | |
| RUNWAY LOWEST ELEVATION | 250.66 | 250.00 | 245.97 | |
| OFZ PENETRATIONS | NO ---- NO | NO ---- NO | NO ---- NO | |
| THRESHOLD SITING SURFACE PENETRATIONS | NO ---- NO | NO ---- NO | YES ---- YES | |
| OBSTACLE CLEARANCE SURFACE PENETRATIONS | NO ---- NO | NO ---- NO | YES ---- YES | |
| 14 CFR PART 77 APPROACH TYPE | B(NP) ---- B(NP) | B(NP) ---- B(NP) | A(V) ---- A(V) | |
| 14 CFR PART 77 APPROACH SLOPE | 20:1 ---- 20:1 | 20:1 ---- 34:1 | 20:1 ---- 20:1 | |

# MODIFICATIONS TO STANDARDS
## AC 150/5300-13A

| ITEM No. | DESCRIPTION | FAA STANDARD | PROPOSED ACTION | DATE | AIRSPACE CASE No. |
|---|---|---|---|---|---|
| 1 | EXISTING TIEDOWN DOES NOT CONFORM TO FIG A5–1 OF FAA AC 5300–13A | FIG. A5–1 OF FAA AC 150/5300–13A | SHORT TERM– LIMIT PARKING LOCATION<br>LONG TERM – INSTALL NEW TIEDOWNS | | |
| | | | | | |

Airport Layout Plan Drawing Set
FAA-Approved on AUG 2 2 2017
FAA APPROVAL

FAA DISCLAIMER

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7-17-17
APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 • Loomis, California 95650 • (916) 652–4725


CITY OF MADERA
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

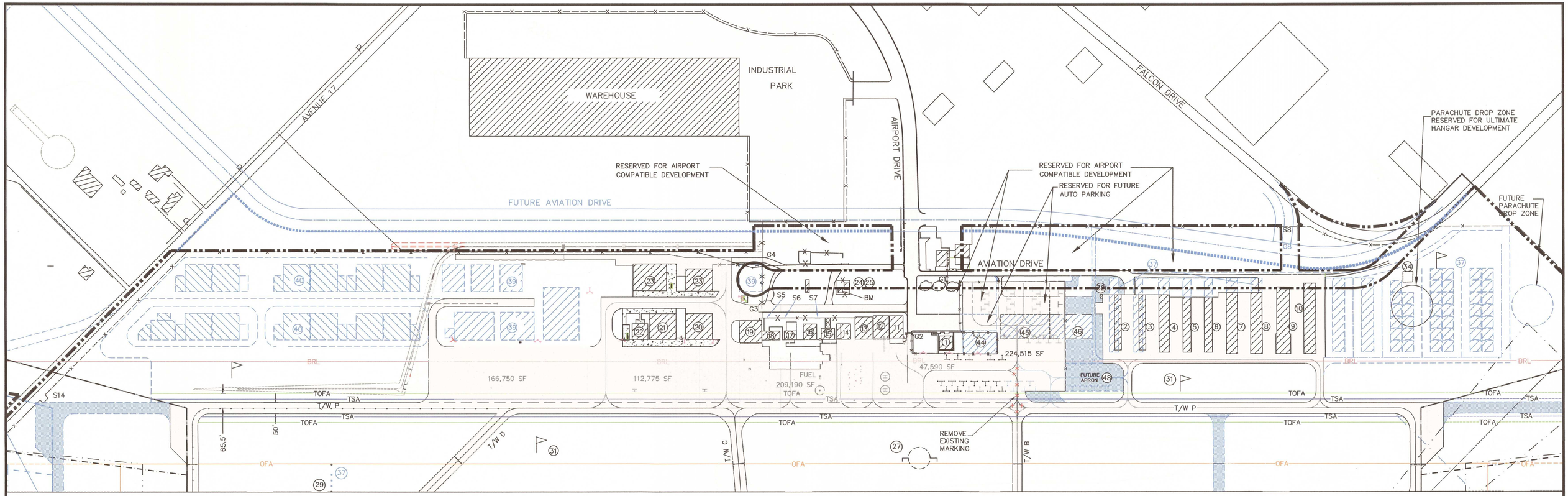
## DATA TABLES

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRANDLEY
No. C 71139
Exp. 6-30-2019
CIVIL
STATE OF CALIFORNIA
6-30-17

DATE JUNE 30, 2017

SHEET NUMBER
3 OF 12 SHEETS

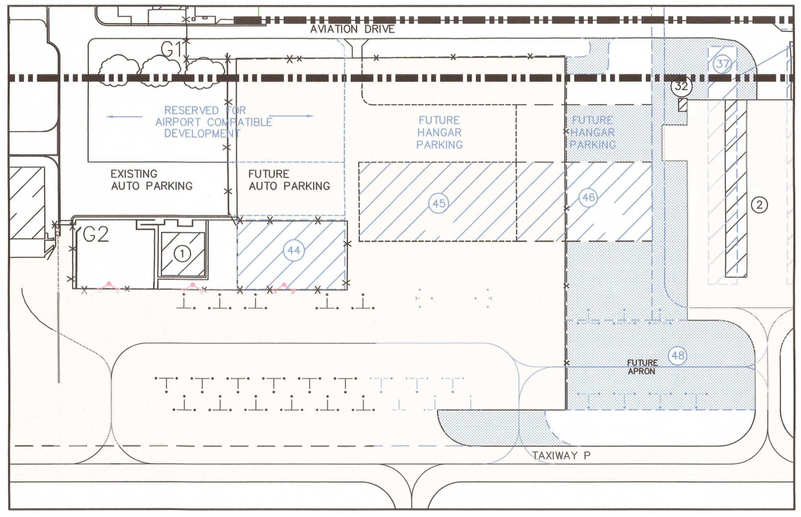



| LEGEND | EXISTING | FUTURE |
|---|---|---|
| GROUND CONTOUR | 250 | |
| AIRPORT PROPERTY LINE | | |
| RUNWAY SAFETY AREA (RSA) | RSA | RSA |
| RUNWAY OBJECT FREE AREA (ROFA) | ROFA | ROFA |
| RUNWAY OBJECT FREE ZONE (OFZ) | OFZ | OFZ |
| BUILDING RESTRICTION LINE (BRL) | BRL | |
| RUNWAY PROTECTION ZONE | | |
| THRESHOLD SITING SURFACE (TSS) OBSTACLE CLEARANCE SURFACE (OCS) | APPROACH DEPARTURE | |
| TAXIWAY SAFETY AREA (TSA) | TSA | TSA |
| TAXIWAY OBJECT FREE AREA (TOFA) | TOFA | TOFA |
| AIRFIELD PAVEMENT AIRCRAFT MOVEMENT AREA | AC / PCC | AC / PCC |
| FACILITIES | | |
| ROAD (PAVED) DIRT/GRAVEL ROAD | | |
| FENCE | CHAIN LINK (8') | CHAIN LINK (8') |
| RUNWAY THRESHOLD LIGHT | | |
| SUPPLEMENTAL WINDCONE | | |
| SECTION CORNER | 35 36 2 1 | |
| AIRPORT REFERENCE POINT | | |
| OBSTRUCTION LIGHT | | |
| SURVEY MONUMENT | BM | |
| AIRPORT GATE IDENTIFICATION | G1 , S1 | G6 |

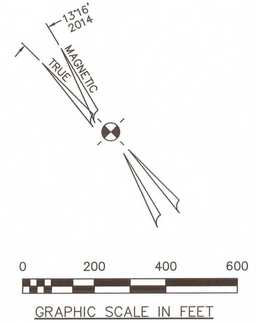
G = AUTOMATIC VEHICLE GATE
S = VEHICLE SWING GATE

## FACILITIES INVENTORY

| No. | FACILITY | TOP ELEV. | PART 77 ELEV. | No. | FACILITY | TOP ELEV. |
|---|---|---|---|---|---|---|
| 1 | AIRPORT TERMINAL | 271 | 288 | 24 | ELECTRICAL VAULT, BENCHMARK | |
| 2 | EXISTING TEE HANGAR | 268 | 287 | 25 | MAINTENANCE YARD | |
| 3 | EXISTING TEE HANGAR | 268 | 287 | | BEACON TOWER | |
| 4 | EXISTING TEE HANGAR | 269 | 287 | 27 | EXISTING SEGMENT CIRCLE | |
| 5 | EXISTING TEE HANGAR | 267 | 287 | | AND LIGHTED WIND TEE | |
| 6 | EXISTING TEE HANGAR | 267 | 287 | 29 | EXISTING 2 BOX PAPI | |
| 7 | EXISTING TEE HANGAR | 268 | 287 | 31 | EXISTING WINDCONE | |
| 8 | EXISTING TEE HANGAR | 267 | 287 | 32 | EXISTING RESTROOM | |
| 9 | EXISTING TEE HANGAR | 271 | 287 | 34 | EXISTING SEWAGE LIFT STATION | |
| 10 | EXISTING TEE HANGAR | 269 | 287 | 37 | FUTURE 4 BOX PAPI | |
| 11 | EXISTING HANGAR | 268 | 296 | 38 | FUTURE HANGAR BUILDING | |
| 12 | EXISTING HANGAR | 278 | 295 | 39 | FUTURE HANGARS – PHASE II | |
| 13 | EXISTING FBO | 277 | 295 | 40 | FUTURE HANGARS – PHASE III | |
| 14 | EXISTING FBO | 268 | 294 | 44 | FUTURE RESTAURANT | |
| 15 | EXISTING FBO | 269 | 294 | 45 | FUTURE CHARTER SERVICE HANGAR | |
| 16 | EXISTING FBO | 274 | 294 | 46 | FUTURE JET CENTER HANGAR | |
| 17 | EXISTING FBO | 270 | 294 | 48 | FUTURE APRON | |
| 18 | EXISTING FBO | 269 | 294 | | | |
| 19 | EXISTING FBO | 275 | 292 | | | |
| 20 | EXISTING FBO | 278 | 293 | | | |
| 21 | EXISTING FBO | 278 | 293 | | | |
| 22 | EXISTING HANGAR | 277 | 293 | | | |
| 23 | EXISTING HANGAR | 296 | 323 | | | |




FUTURE TERMINAL APRON LAYOUT
SCALE: 1"=100'




GRAPHIC SCALE IN FEET
SCALE: 1"=200'

Airport Layout Plan Drawing Set
FAA-Approved on AUG 2 2 2017

APPROVED DATE
FAA

FAA DISCLAIMER

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APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR

C.E. 8044
Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652-4725

CITY OF MADERA
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

## TERMINAL LAYOUT PLAN

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

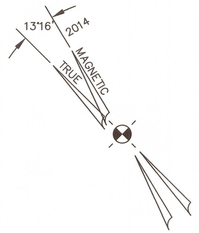
REGISTERED PROFESSIONAL ENGINEER
R. DAMON BRANDLEY
No. C 66558
Exp. 6-30-2018
CIVIL
STATE OF CALIFORNIA

DATE JUNE 30, 2017

SHEET NUMBER
4 OF 12 SHEETS

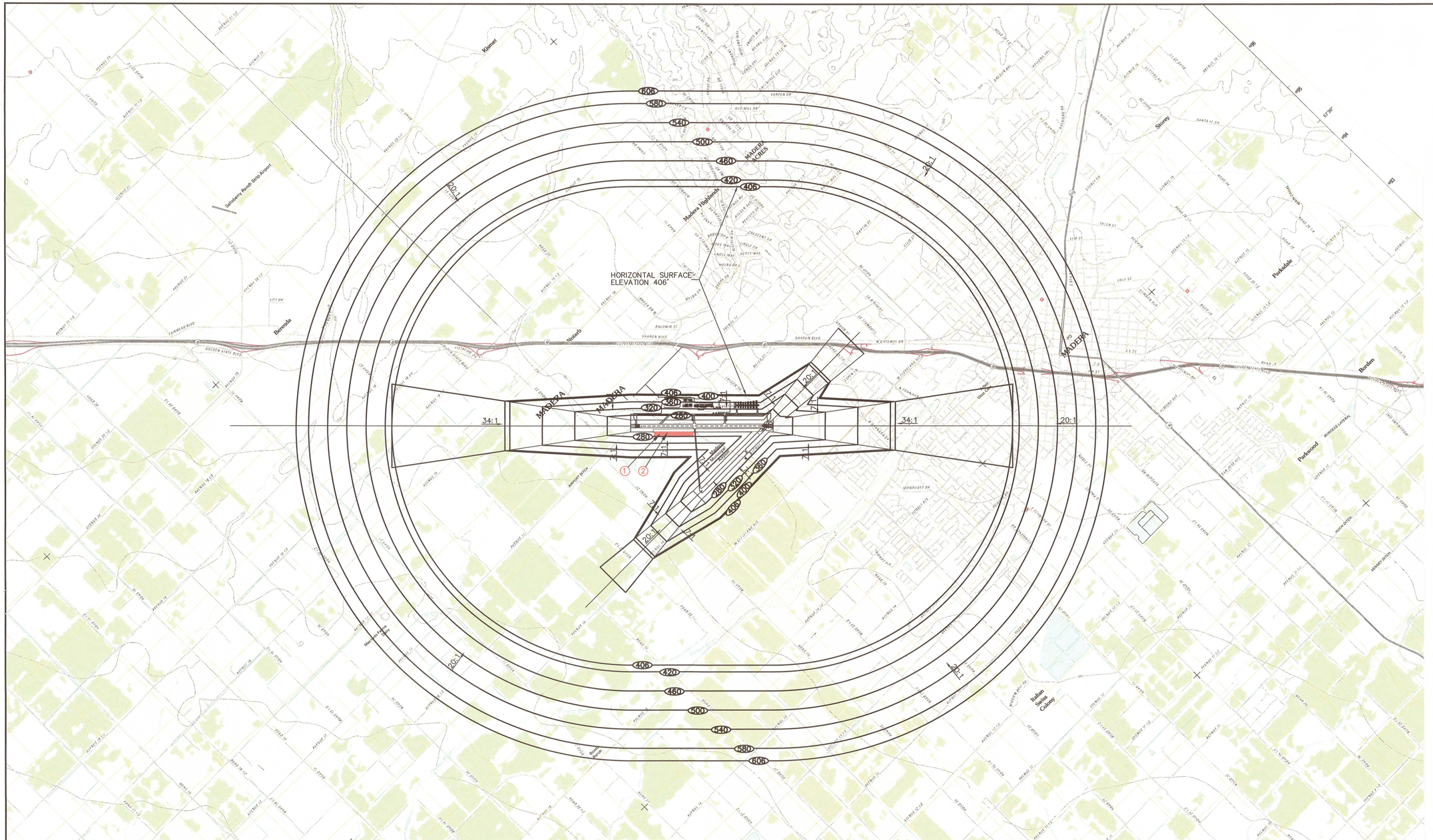
VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 ——— 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.




0 2000 4000 6000

GRAPHIC SCALE IN FEET
1"=2000'



VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

13°16' 2014 MAGNETIC TRUE

0 2000 4000 6000 1"=2000'

GRAPHIC SCALE IN FEET

HORIZONTAL SURFACE ELEVATION 408'

## OBSTRUCTIONS

| | OBSTRUCTION | DISTANCE FROM R/W THRESHOLD R/W 12 | DISTANCE FROM R/W THRESHOLD R/W 30 | OFFSET | GROUND ELEVATION (FEET) | OBJECT ELEVATION (FEET) | SURFACE PENETRATED | SURFACE PENETRATION (FEET) | DISPOSITION |
|---|---|---|---|---|---|---|---|---|---|
| ① | ORCHARD | 845' – 2400' | | 280' – 390' SOUTHWEST | 248–249 | 264–276 | TRANSITIONAL SURFACE | 1 – 20 | INSTALL ROW OF OBSTRUCTION LIGHTS RELOCATE TREES AT END OF LEASE |
| ② | FENCE | 665' – 2405' | | 250' SOUTHWEST | 248–249.4 | 256–257.4 | TRANSITIONAL SURFACE | 3.2–4.7 | INSTALL ROW OF OBSTRUCTION LIGHTS RELOCATE FENCE AT END OF LEASE |

PORTIONS OF
USGS 7.5 MINUTE SERIES QUADRANGLE SHOWN:

BONITA RANCH, CA 2012
KISMET, CA 2012
MADERA, CA 2012
BERENDA, CA 2012

NOTE:

1. ESTABLISHED AIRPORT ELEVATION IS 256.0 FT.
2. EXISTING USGS BASE MAP DATUM IS NAVD 88
3. EXISTING USGS BASE MAPS ARE COMPILED FROM:
   IMAGERY – NAIP, JUNE 2010 – JULY 2010
   ROADS – 2006–2011 TOMTOM
   NAMES – GNIS, 2011
   HYDROGRAOHY – NATIONAL HYDROGRAPHY SET, 2008
   CONTOURS – NATIONAL ELEVATION DATASET, 2008
   BOUNDARIES – CENSUS, IBWC, USGS, 1972–2010
4. ALL AIRSPACE DRAWING DATA ARE SHOWN IN ENGLISH SYSTEM (FEET).

LEGEND

EXISTING GROUND CONTOUR
605 IMAGINARY SURFACE CONTOUR (F.A.R. PART 77)
AREA PENETRATING IMAGIMNARY SURFACE (F.A.R. PART 77)

Airport Layout Plan Drawing Set
FAA-Approved on AUG 2 2 2017

FAA APPROVAL

FAA DISCLAIMER

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APPROVED 7.17.17 DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652–4725


CITY OF MADERA
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

## AIRPORT AIRSPACE PLAN - FUTURE LAYOUT

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

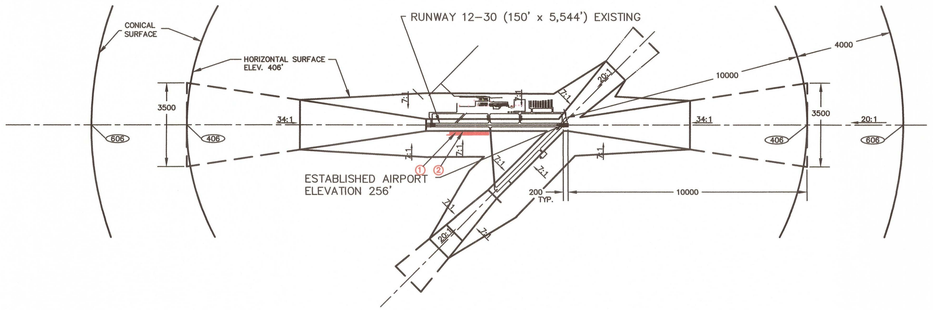
REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRANDLEY No. C 71139 Exp. 6-30-2019 CIVIL STATE OF CALIFORNIA 6-30-17

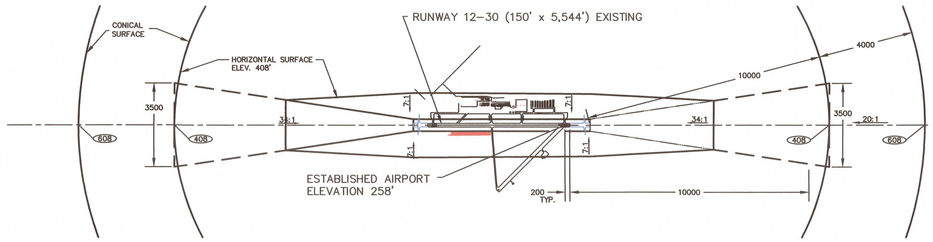
DATE JUNE 30, 2017

SHEET NUMBER 6 OF 12 SHEETS

VERIFY SCALES

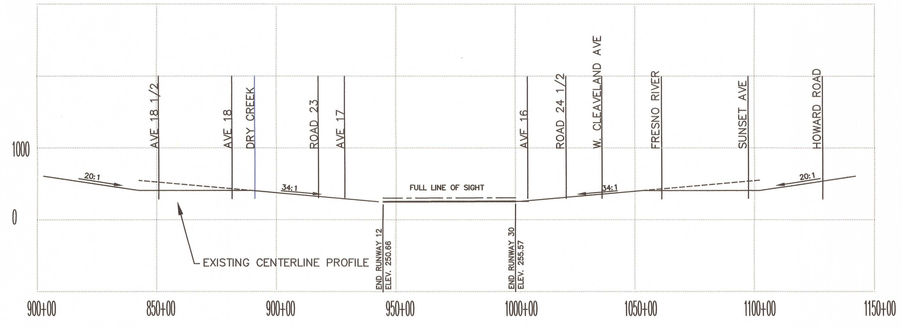
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



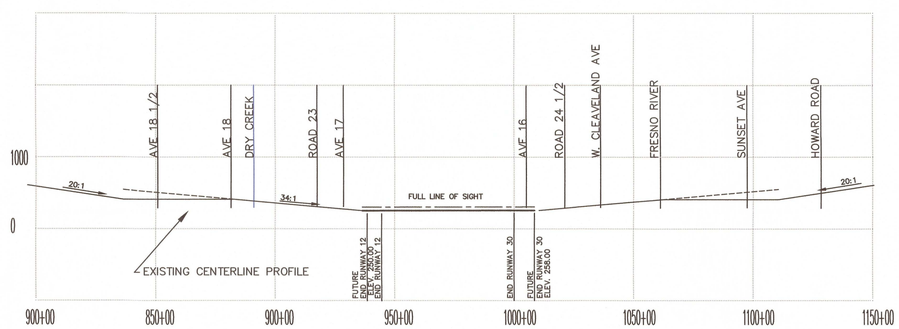

## OBSTRUCTIONS

| | OBSTRUCTION | DISTANCE FROM R/W THRESHOLD R/W 12 | DISTANCE FROM R/W THRESHOLD R/W 30 | OFFSET | GROUND ELEVATION (FEET) | OBJECT ELEVATION (FEET) | SURFACE PENETRATED | SURFACE PENETRATION (FEET) | DISPOSITION |
|---|---|---|---|---|---|---|---|---|---|
| ① | ORCHARD | 845' – 2400' | | 280' – 390' SOUTHWEST | 248–249 | 264–276 | TRANSITIONAL SURFACE | 1 – 20 | INSTALL ROW OF OBSTRUCTION LIGHTS RELOCATE TREES AT END OF LEASE |
| ② | FENCE | 665' – 2405' | | 250' SOUTHWEST | 248–249.4 | 256–257.4 | TRANSITIONAL SURFACE | 3.2–4.7 | INSTALL ROW OF OBSTRUCTION LIGHTS RELOCATE FENCE AT END OF LEASE |




## EXISTING RUNWAY 12-30 APPROACH AND DEPARTURE CORRIDOR PROFILE

SCALE: HORIZ. 1"= 3000'
VERT. 1"= 1000'




## FUTURE RUNWAY 12-30 APPROACH AND DEPARTURE CORRIDOR PROFILE

SCALE: HORIZ. 1"= 3000'
VERT. 1"= 1000'

NOTE: SEE SHEET No. 9 FOR OVERALL AIRPORT AIRSPACE DRAWING

Airport Layout Plan Drawing Set
FAA-Approved on AUG 2 2 2017

FAA APPROVAL

### FAA DISCLAIMER

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7.7.17
APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 • Loomis, California 95650 • (916) 652–4725


COUNTY OF MADERA
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

## AIRPORT AIRSPACE PLAN AND PROFILE - EXISTING AND FUTURE LAYOUT

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

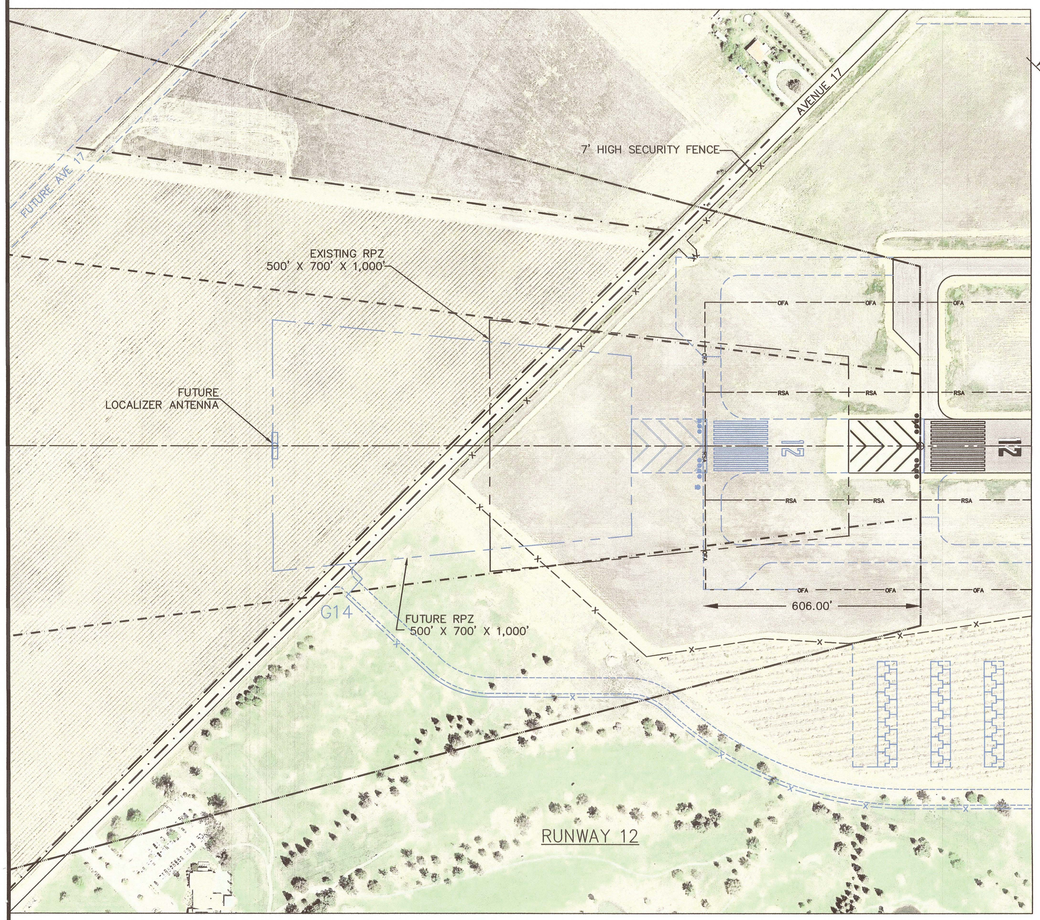
REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRANDLEY No. C 71139 Exp. 6-30-2019 CIVIL STATE OF CALIFORNIA 6-30-17

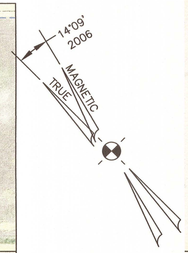
DATE JUNE 30, 2017

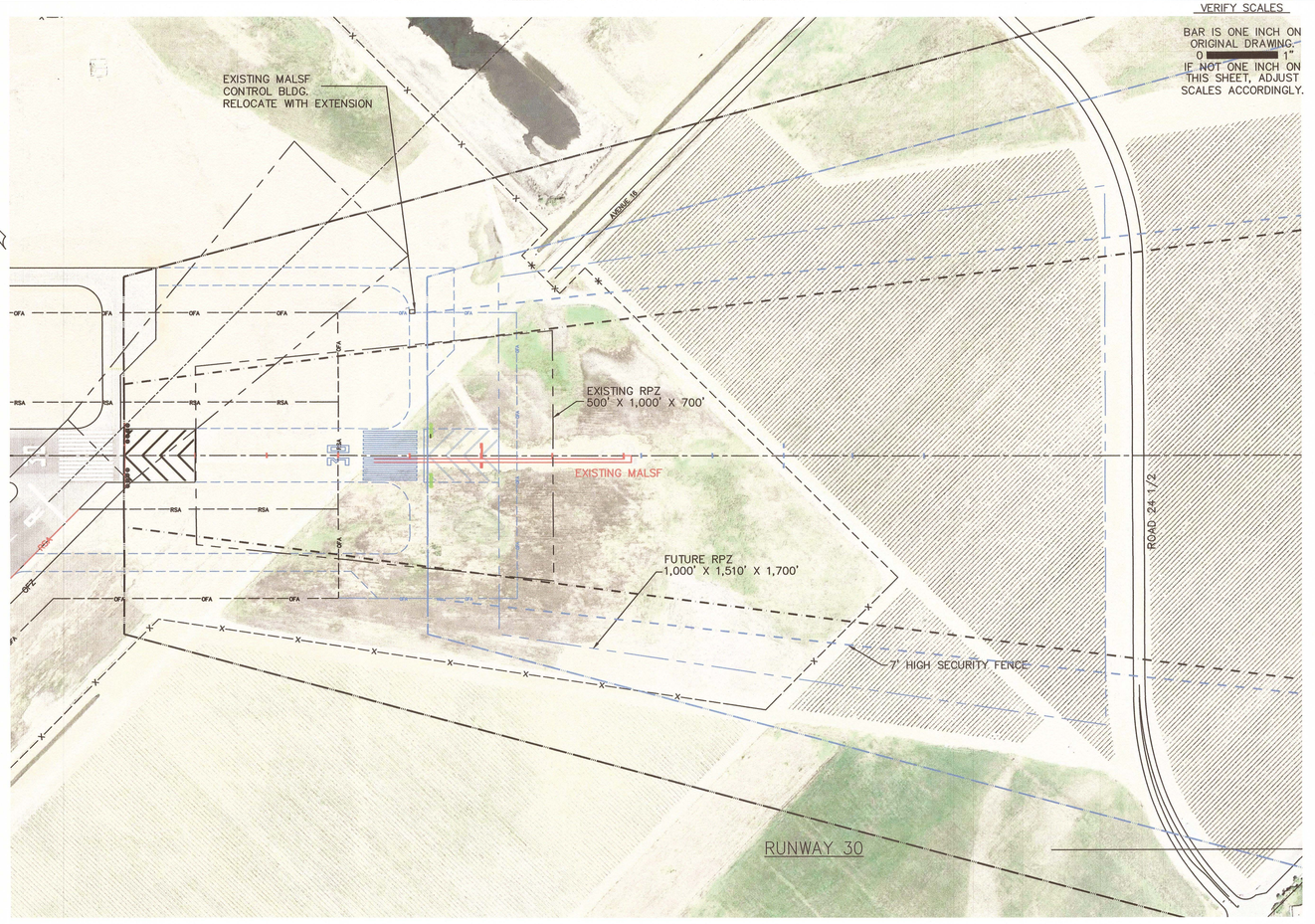
SHEET NUMBER 7 OF 12 SHEETS

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 ——— 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



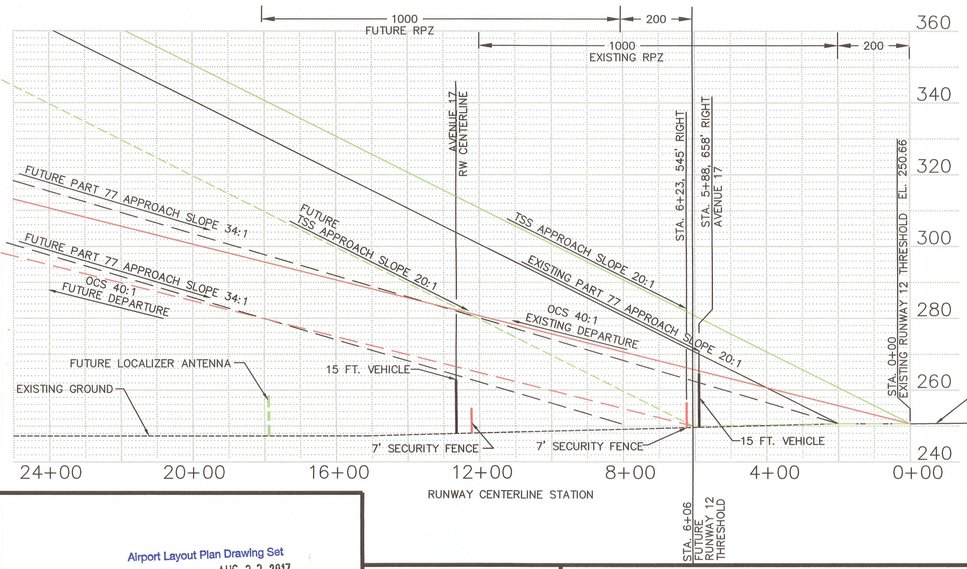

0 200 400 600

GRAPHIC SCALE IN FEET

SCALE: 1"=200'

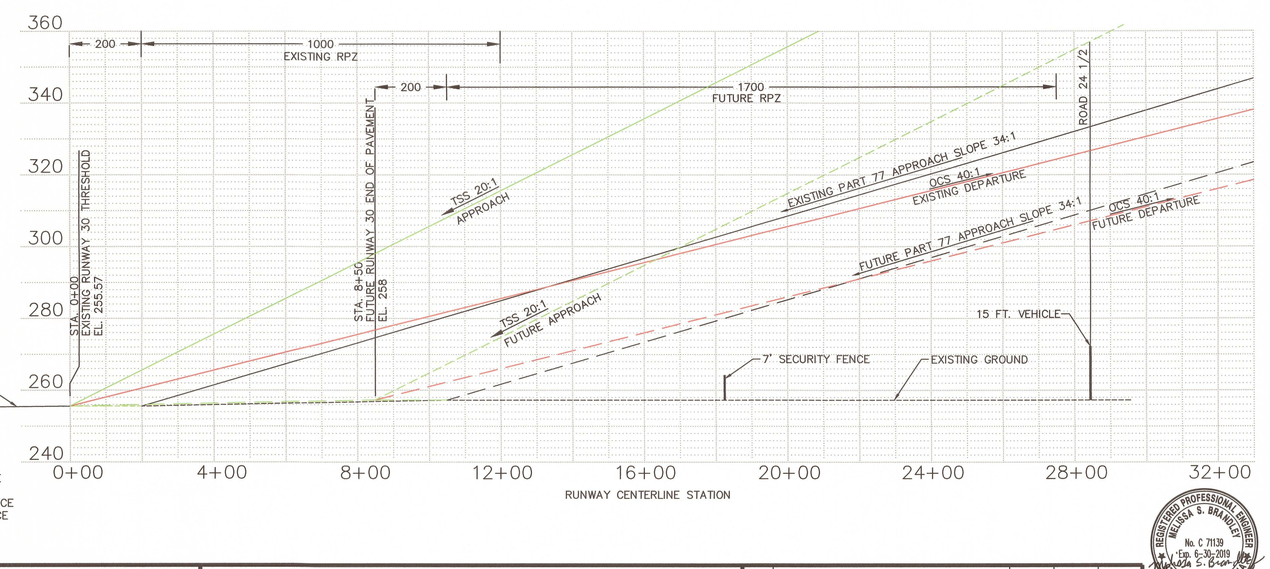
SCALE:

HORIZ: 1"=200'
VERT: 1"=20'




EXISTING TSS APPROACH
FUTURE TSS APPROACH
EXISTING OCS DEPARTURE
FUTURE OCS DEPARTURE
EXISTING PART 77 SURFACE
FUTURE PART 77 SURFACE

PROFILE




Airport Layout Plan Drawing Set
FAA-Approved on AUG 2 2 2017

APPROVED DATE
FAA

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7-17-17
APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
C.E. 8044
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652-4725


CITY OF MADERA
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

## INNER PORTION OF APPROACH SURFACE RUNWAY 12-30

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

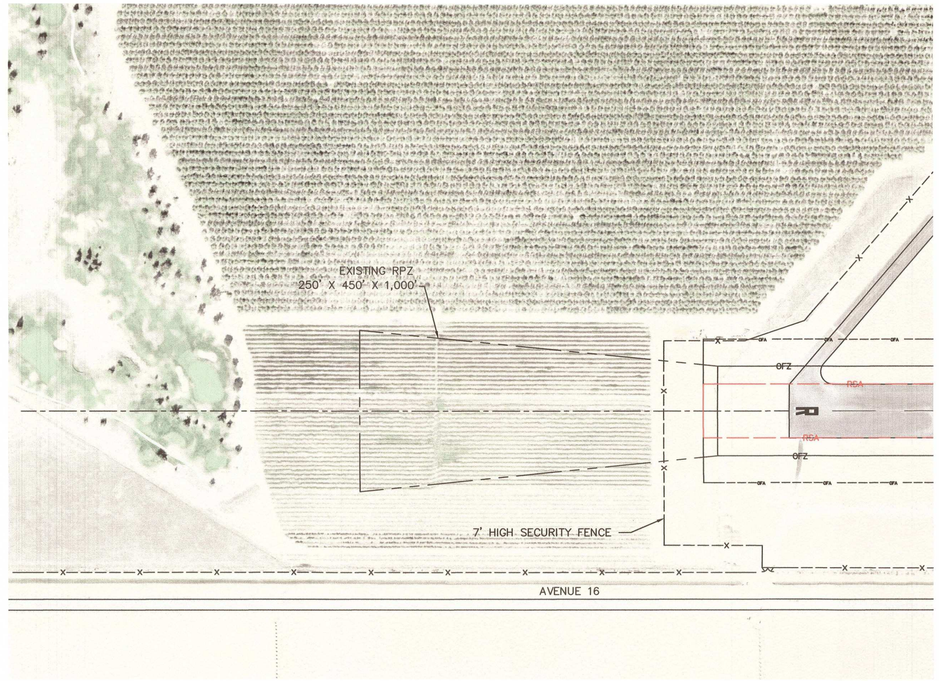
REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRANDLEY
No. C 71139
Exp. 6-30-2019
CIVIL
STATE OF CALIFORNIA
6-30-17

DATE JUNE 30, 2017

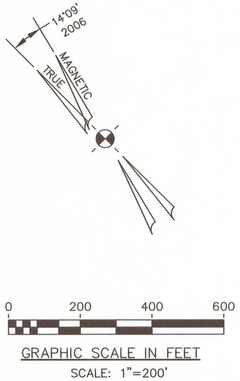
SHEET NUMBER
8 OF 12 SHEETS

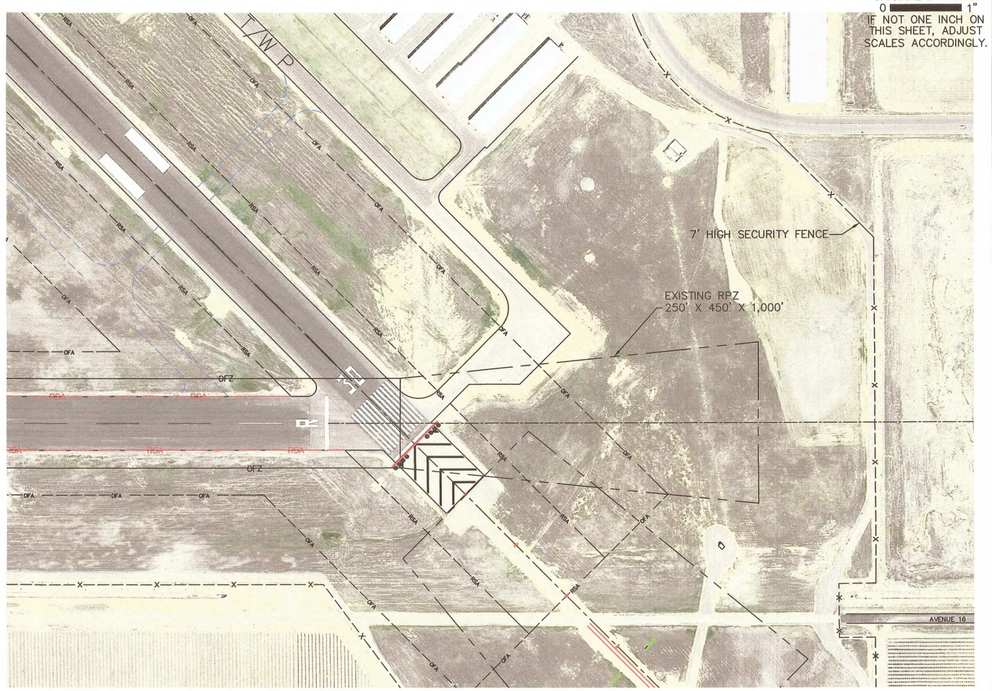
VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

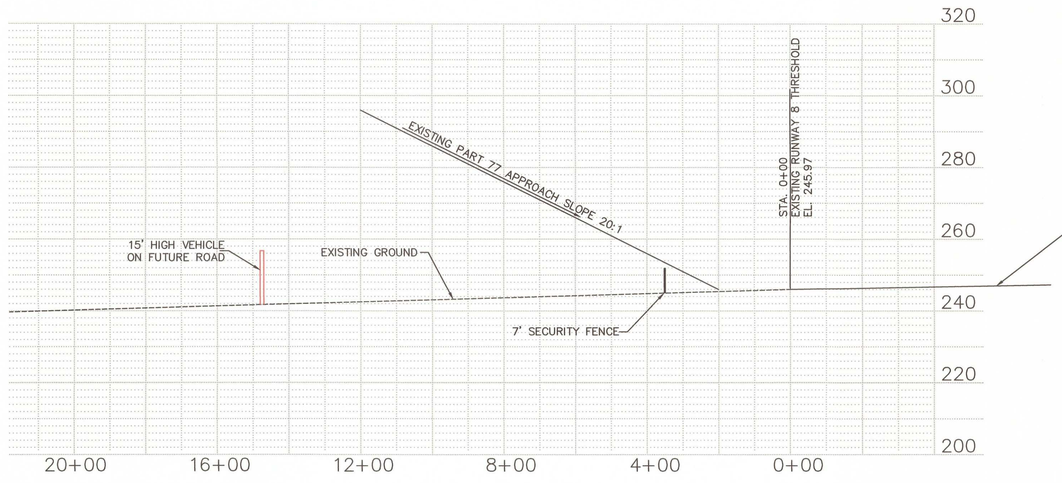



RUNWAY 8



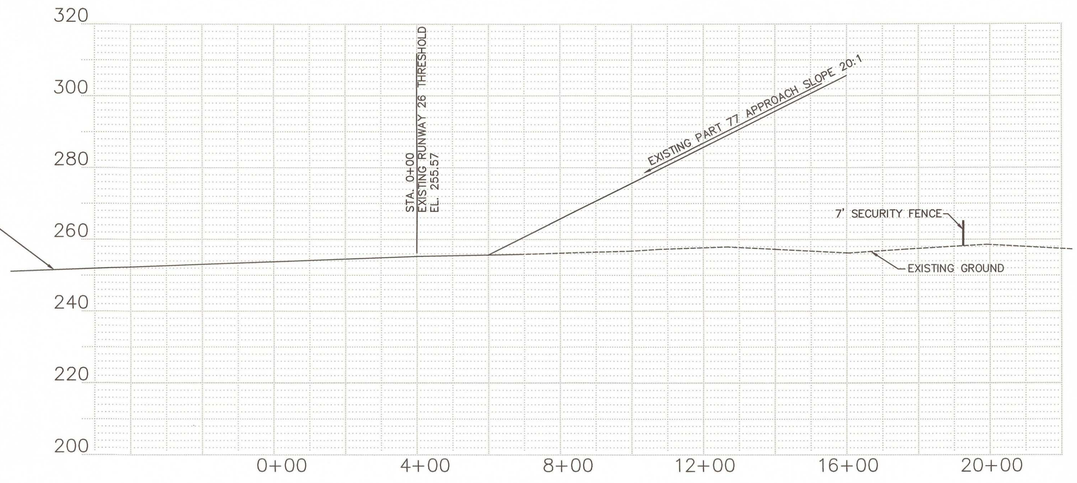




RUNWAY 26




SCALE:
HORIZ: 1"=200'
VERT: 1"=20'

EXISTING RUNWAY 8-26
3,702'




Airport Layout Plan Drawing Set
FAA-Approved on AUG 2 2 2017

APPROVED DATE
FAA

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7.17.17
APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


C.E. 8044
**Reinard W. Brandley**
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652-4725


REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRANDLEY
No. C 71130
Exp. 6-30-2019
CIVIL
STATE OF CALIFORNIA
6-30-17

CITY OF MADERA
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

## INNER PORTION OF APPROACH SURFACE RUNWAY 8-26

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

**DATE** JUNE 30, 2017

**SHEET NUMBER**
9 OF 12 SHEETS

VERIFY SCALES

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0 1"
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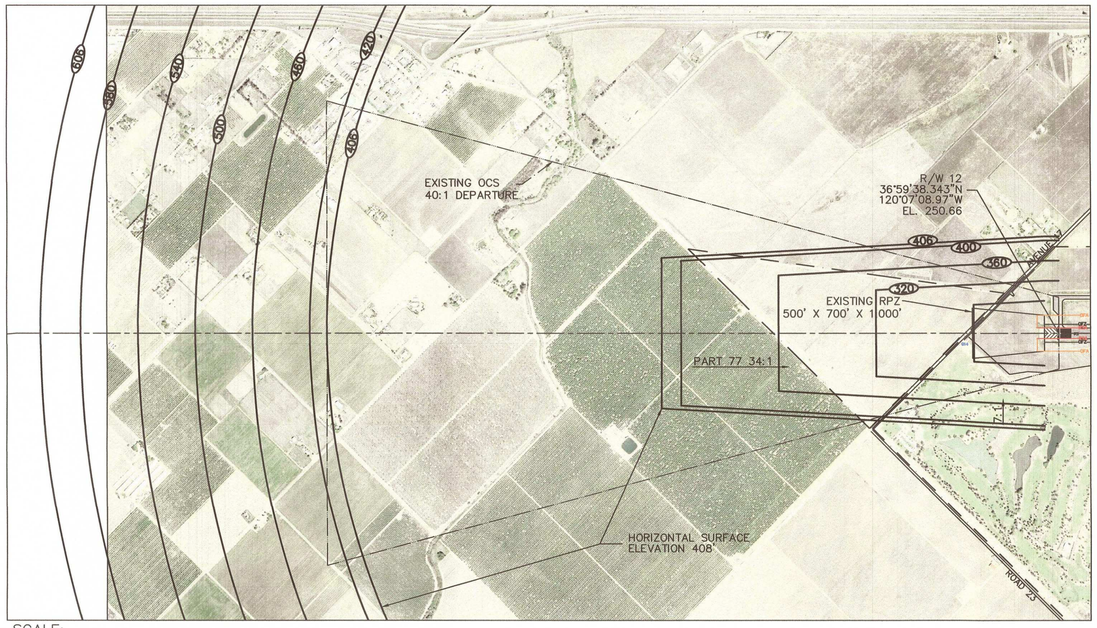
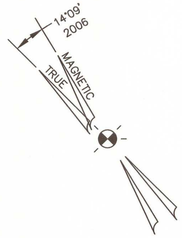



SCALE:

HORIZ: 1"=1000'
VERT: 1"=100'

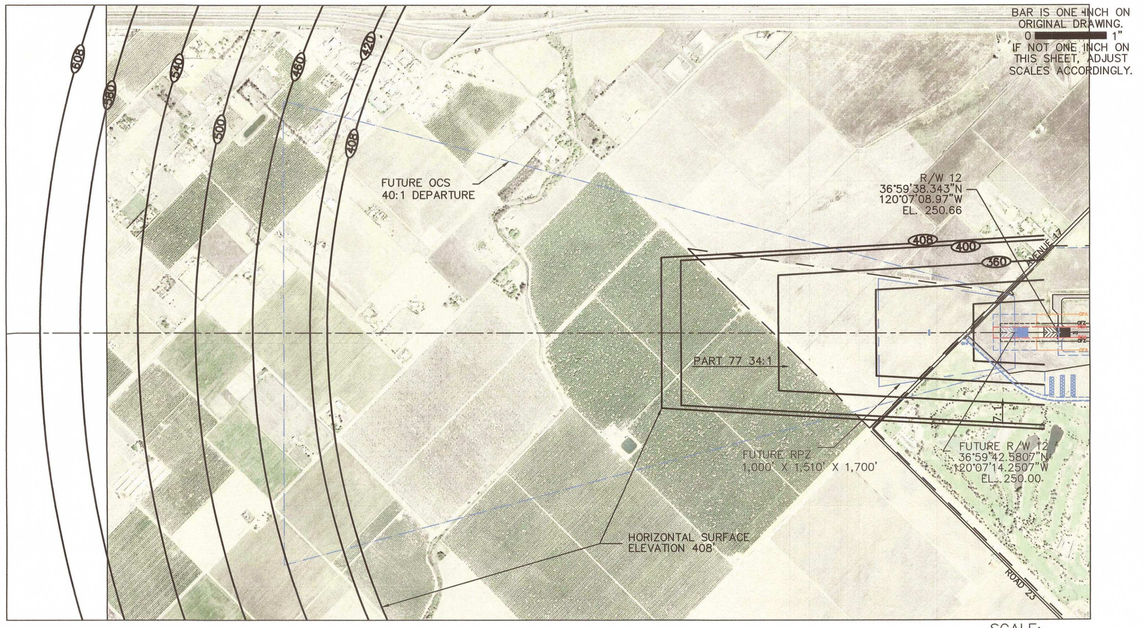
EXISTING PLAN




0 1000 2000

GRAPHIC SCALE IN FEET

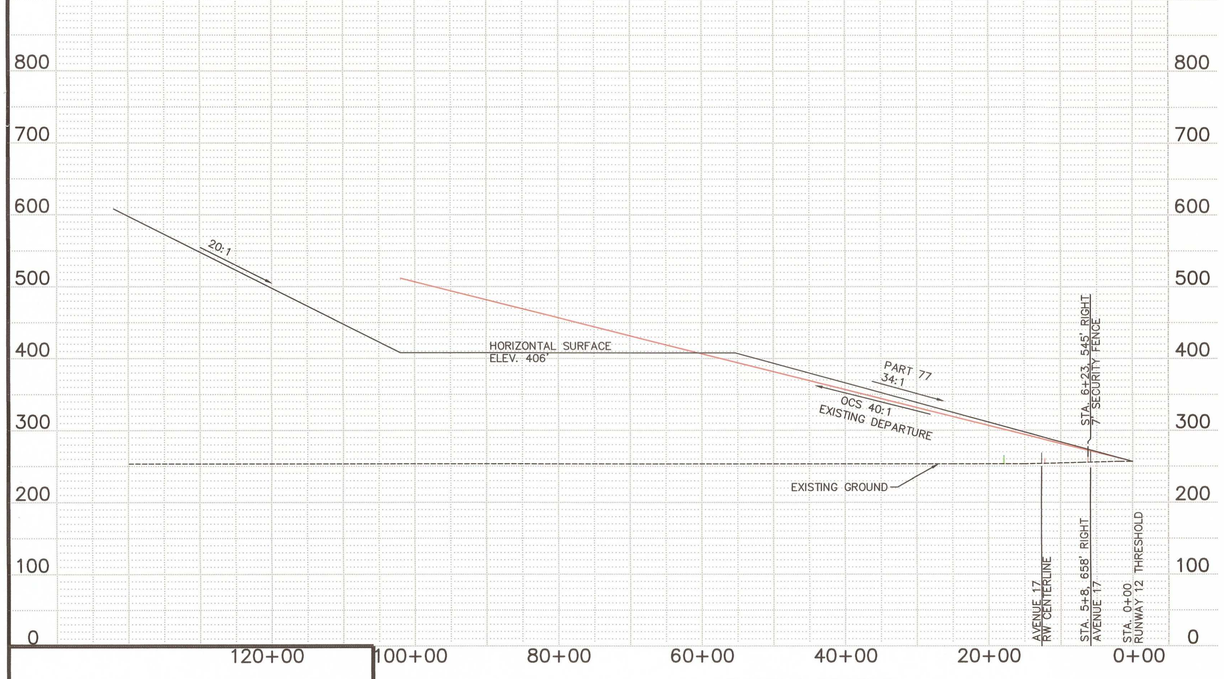
SCALE: 1"=1000'



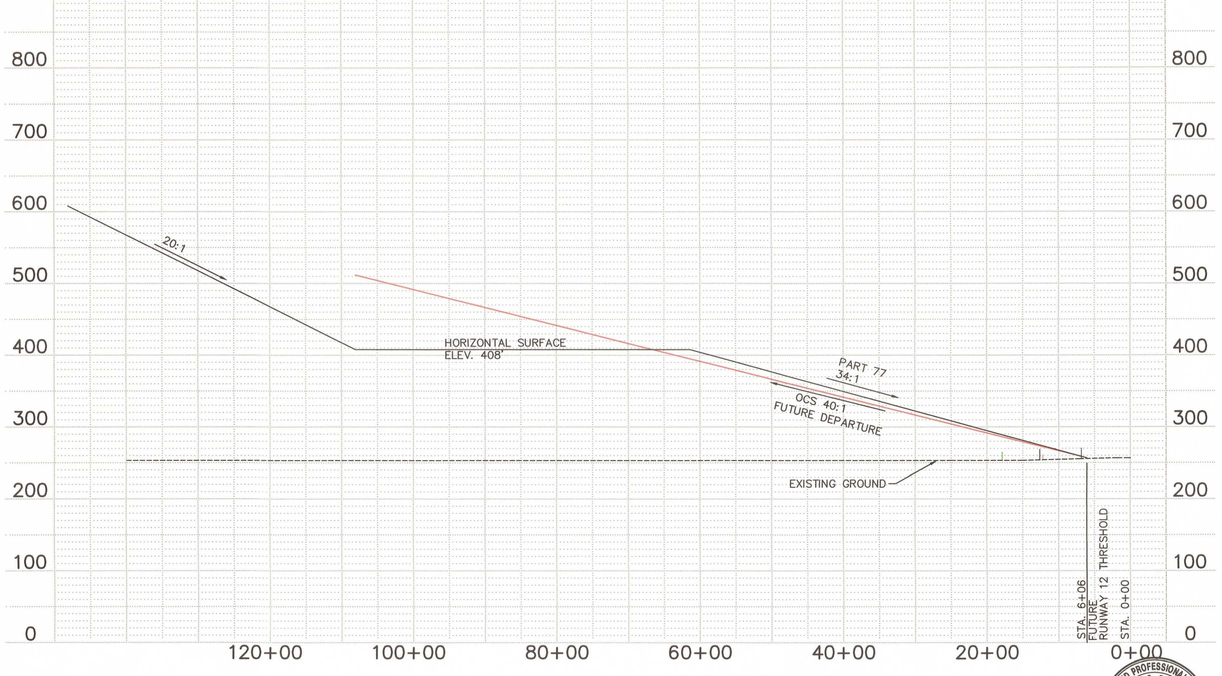

SCALE:

HORIZ: 1"=1000'
VERT: 1"=100'

FUTURE PLAN




EXISTING PROFILE




FUTURE PROFILE

Airport Layout Plan Drawing Set
AUG 22 2017
FAA-Approved on _____

APPROVED DATE
FAA

FAA DISCLAIMER

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6.7.17
APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


C.E. 8044
**Reinard W. Brandley**
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 • Loomis, California 95650 • (916) 652-4725


CITY OF MADERA
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

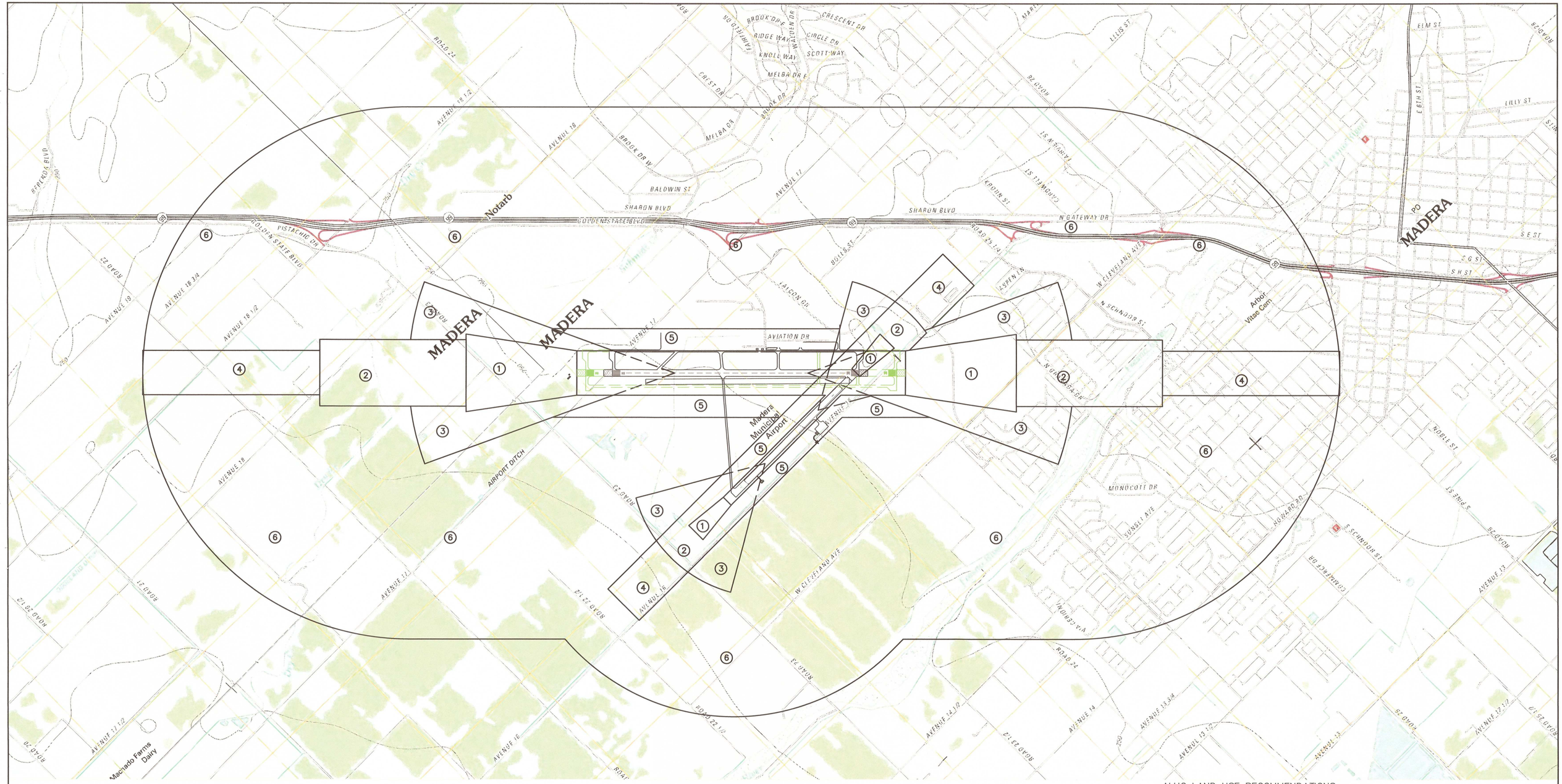
## RUNWAY 30 DEPARTURE SURFACE PLAN AND PROFILE

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRANDLEY
No. C 71139
Exp. 6-30-2019
CIVIL
STATE OF CALIFORNIA
6-30-17

DATE JUNE 30, 2017

SHEET NUMBER
10 OF 12 SHEETS




0 1000 2000 3000

GRAPHIC SCALE IN FEET
1"=1000'

13°16' 2014
MAGNETIC
TRUE

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NOTE:
1. LAND USES INDICATED ARE THOSE RECOMMENDED BY CALIFORNIA STATE AMENITIES BASED ON AIRCRAFT ACCIDENT POTENTIAL IN AIRPORT VICINITY.

ALUC LAND USE RECOMMENDATIONS

| ZONE | SAFETY ZONE NAME | POPULATION DENSITY OF USE | RESIDENTIAL LAND USE | SPECIAL FUNCTIONS |
|---|---|---|---|---|
| ① | RUNWAY PROTECTION ZONE | 0–10 / ACRE | PROHIBITED | PROHIBITED |
| ② | INNER APPROACH/DEPARTURE ZONE | 40–60 / ACRE | 10 ACRES / DWELLING | PROHIBITED |
| ③ | INNER TURNING ZONE | 40–60 / ACRE | 2–10 ACRES / DWELLING | PROHIBITED |
| ④ | OUTER APPROACH/DEPARTURE ZONE | 60–100 / ACRE | 2–5 ACRES / DWELLING | AVOIDED |
| ⑤ | SIDELINE ZONE | 40–60 / ACRE | 2–5 ACRES / DWELLING | AVOID ASSEMBLIES OVER 60/ACRE |
| ⑥ | TRAFFIC PATTERN ZONE | 150 / ACRE | 4–6 ACRES / DWELLING | AVOID ASSEMBLIES OVER 150/ACRE |

Airport Layout Plan Drawing Set
FAA-Approved on AUG 2 2 2017

APPROVED DATE
FAA

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7.17.17
APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


C.E. 8044
**Reinard W. Brandley**
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652–4725


MADERA COUNTY
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

## AIRPORT LAND USE COMPATIBILITY PLAN

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRANDLEY
No. C 71139
Exp. 6-30-2019
CIVIL
STATE OF CALIFORNIA
6-30-17

DATE JUNE 30, 2017

SHEET NUMBER
11 OF 12 SHEETS

LEGEND:

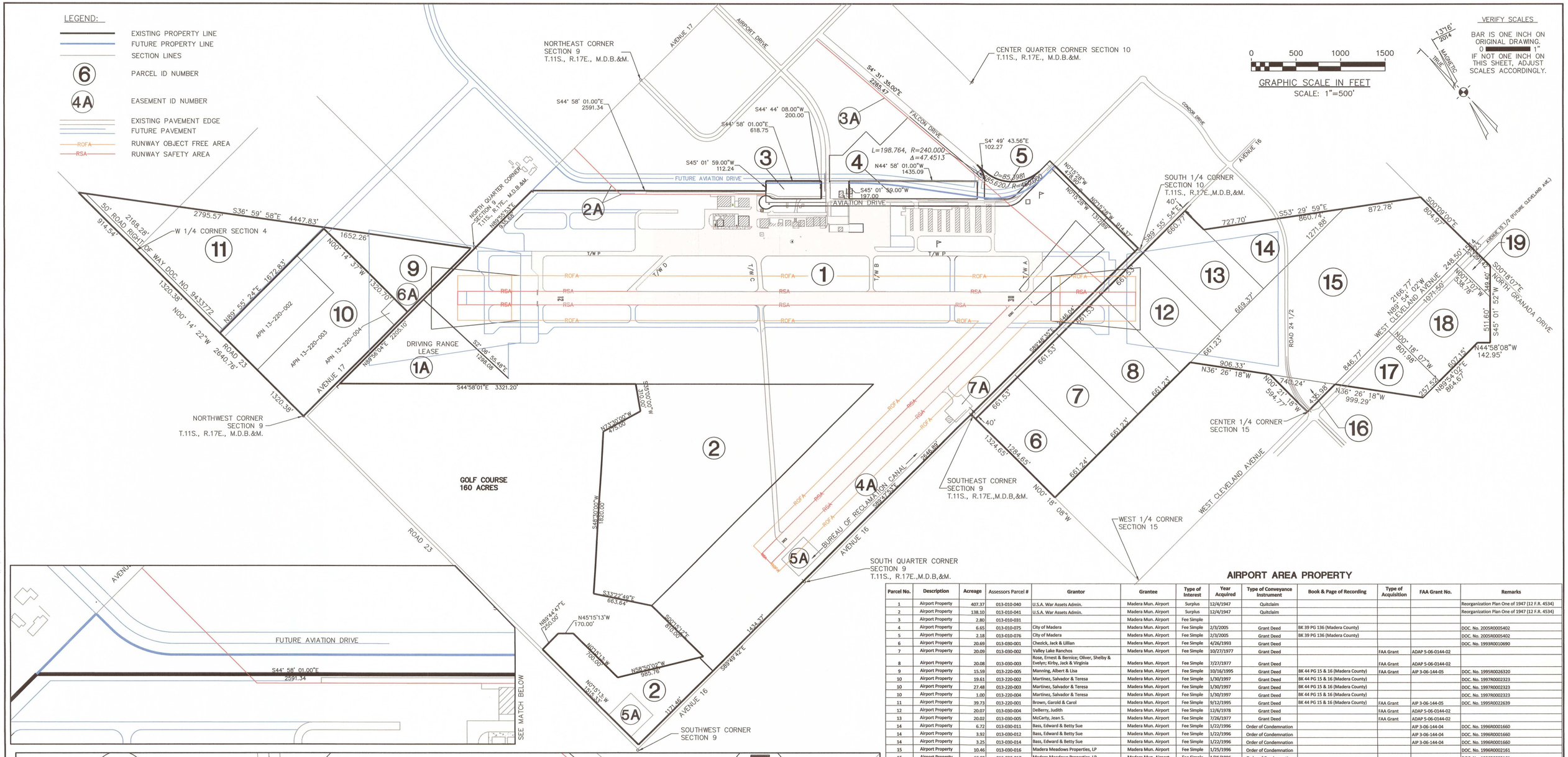
- EXISTING PROPERTY LINE
- FUTURE PROPERTY LINE
- SECTION LINES
- 6 — PARCEL ID NUMBER
- 4A — EASEMENT ID NUMBER
- EXISTING PAVEMENT EDGE
- FUTURE PAVEMENT
- ROFA — RUNWAY OBJECT FREE AREA
- RSA — RUNWAY SAFETY AREA

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

GRAPHIC SCALE IN FEET
0 500 1000 1500
SCALE: 1"=500'

13°16' 2014 MAGNETIC TRUE




## AIRPORT AREA PROPERTY

| Parcel No. | Description | Acreage | Assessors Parcel # | Grantor | Grantee | Type of Interest | Year Acquired | Type of Conveyance Instrument | Book & Page of Recording | Type of Acquisition | FAA Grant No. | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Airport Property | 407.37 | 013-010-040 | U.S.A. War Assets Admin. | Madera Mun. Airport | Surplus | 12/4/1947 | Quitclaim | | | | Reorganization Plan One of 1947 (12 F.R. 4534) |
| 2 | Airport Property | 138.10 | 013-010-041 | U.S.A. War Assets Admin. | Madera Mun. Airport | Surplus | 12/4/1947 | Quitclaim | | | | Reorganization Plan One of 1947 (12 F.R. 4534) |
| 3 | Airport Property | 2.80 | 013-010-031 | | Madera Mun. Airport | Fee Simple | | | | | | |
| 4 | Airport Property | 6.65 | 013-010-075 | City of Madera | Madera Mun. Airport | Fee Simple | 2/3/2005 | Grant Deed | BK 39 PG 136 (Madera County) | | | DOC. No. 2005R0005402 |
| 5 | Airport Property | 2.18 | 013-010-076 | City of Madera | Madera Mun. Airport | Fee Simple | 2/3/2005 | Grant Deed | BK 39 PG 136 (Madera County) | | | DOC. No. 2005R0005402 |
| 6 | Airport Property | 20.69 | 013-030-001 | Cheaick, Jack & Lillian | Madera Mun. Airport | Fee Simple | 4/26/1993 | Grant Deed | | | | DOC. No. 1993R0010690 |
| 7 | Airport Property | 20.09 | 013-030-002 | Valley Lake Ranchos | Madera Mun. Airport | Fee Simple | 10/27/1977 | Grant Deed | | FAA Grant | ADAP 5-06-0144-02 | |
| 8 | Airport Property | 20.08 | 013-030-003 | Rose, Ernest & Bernice; Oliver, Shelby & Evelyn; Kirby, Jack & Virginia | Madera Mun. Airport | Fee Simple | 7/27/1977 | Grant Deed | | FAA Grant | ADAP 5-06-0144-02 | |
| 9 | Airport Property | 15.59 | 013-220-005 | Manning, Albert & Lisa | Madera Mun. Airport | Fee Simple | 10/16/1995 | Grant Deed | BK 44 PG 15 & 16 (Madera County) | FAA Grant | AIP 3-06-144-05 | DOC. No. 1995R0026320 |
| 10 | Airport Property | 19.61 | 013-220-002 | Martinez, Salvador & Teresa | Madera Mun. Airport | Fee Simple | 1/30/1997 | Grant Deed | BK 44 PG 15 & 16 (Madera County) | | | DOC. No. 1997R0002323 |
| 10 | Airport Property | 27.48 | 013-220-003 | Martinez, Salvador & Teresa | Madera Mun. Airport | Fee Simple | 1/30/1997 | Grant Deed | BK 44 PG 15 & 16 (Madera County) | | | DOC. No. 1997R0002323 |
| 10 | Airport Property | 1.00 | 013-220-004 | Martinez, Salvador & Teresa | Madera Mun. Airport | Fee Simple | 1/30/1997 | Grant Deed | BK 44 PG 15 & 16 (Madera County) | | | DOC. No. 1997R0002323 |
| 11 | Airport Property | 39.73 | 013-220-001 | Brown, Garold & Carol | Madera Mun. Airport | Fee Simple | 9/12/1995 | Grant Deed | BK 44 PG 15 & 16 (Madera County) | FAA Grant | AIP 3-06-144-05 | DOC. No. 1995R0022639 |
| 12 | Airport Property | 20.07 | 013-030-004 | DeBerry, Judith | Madera Mun. Airport | Fee Simple | 12/6/1978 | Grant Deed | | FAA Grant | ADAP 5-06-0144-02 | |
| 13 | Airport Property | 20.02 | 013-030-005 | McCarty, Jean S. | Madera Mun. Airport | Fee Simple | 7/26/1977 | Grant Deed | | FAA Grant | ADAP 5-06-0144-02 | |
| 14 | Airport Property | 6.72 | 013-030-011 | Bass, Edward & Betty Sue | Madera Mun. Airport | Fee Simple | 1/22/1996 | Order of Condemnation | | | AIP 3-06-144-04 | DOC. No. 1996R0001660 |
| 14 | Airport Property | 3.92 | 013-030-012 | Bass, Edward & Betty Sue | Madera Mun. Airport | Fee Simple | 1/22/1996 | Order of Condemnation | | | AIP 3-06-144-04 | DOC. No. 1996R0001660 |
| 14 | Airport Property | 3.25 | 013-030-014 | Bass, Edward & Betty Sue | Madera Mun. Airport | Fee Simple | 1/22/1996 | Order of Condemnation | | | AIP 3-06-144-04 | DOC. No. 1996R0001660 |
| 15 | Airport Property | 10.46 | 013-030-016 | Madera Meadows Properties, LP | Madera Mun. Airport | Fee Simple | 1/25/1996 | Order of Condemnation | | | | DOC. No. 1996R0002161 |
| 15 | Airport Property | 66.89 | 013-030-017 | Madera Meadows Properties, LP | Madera Mun. Airport | Fee Simple | 1/25/1996 | Order of Condemnation | | | | DOC. No. 1996R0002161 |
| 16 | Airport Property | 2.68 | 013-030-018 | Madera Meadows Properties, LP | Madera Mun. Airport | Fee Simple | 3/1/1996 | Grant Deed | | FAA Grant | AIP 3-06-144-05 | DOC. No. 1996R0005512 |
| 17 | Airport Property | 10.13 | 006-380-017 | Berry, David L & Gwendolene | Madera Mun. Airport | Fee Simple | 2/8/1996 | Grant Deed | | FAA Grant | AIP 3-06-144-05 | DOC. No. 1996R0003429 |
| 18 | Airport Property | 19.13 | 006-380-008 | Kirby, Walter S Jr. & Arlene | Madera Mun. Airport | Fee Simple | 10/26/1994 | Grant Deed | BK 781 PG 259 (Madera County) | | | DOC. No. 1994R0031895 |
| 19 | Airport Property | 2.37 | 006-380-014 | Beban, Anton Tr | Madera Mun. Airport | Fee Simple | 12/12/1995 | Order of Condemnation | | | | DOC. No. 1995R0032004 |

## AIRPORT LEASE AREA

| Parcel No. | Description | Acreage | Assessors Parcel # | Grantor | Grantee | Type of Interest | Year Acquired | Type of Conveyance Instrument | Book & Page of Recording | Type of Acquisition | FAA Grant No. | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1A | Driving Range | | | Madera Mun. Airport | City of Madera | Easement | | | | | | |
| 2A | 10' PG&E Easement | | | City of Madera | PG&E | Easement | 5/14/1973 | | Unrecorded | | | Unrecorded Easement with City of Madera |
| 3A | 20' PG&E Easement | | | Madera Mun. Airport | PG&E | Easement | | | BK 661 PG 347 | | | |
| 4A | Canal Easement | | | Madera Mun. Airport | Bureau of Reclamation | Easement | | Declaration of Taking | BK 784 PG 261 | | | 100' and 120' Wide Canal Easement |
| 5A | Surface Rights | | | Madera Mun. Airport | Transamerica Minerals | Surface Rights | | Quitclaim | BK 491 PG 91 | | | BK 2180 PG 575 |
| 6A | Canal Easement | | | Madera Mun. Airport | Bureau of Reclamation | Easement | | Declaration of Taking | BK 784 PG 261 | | | 50' Wide Canal Easement |
| 7A | Arial Applicator | | | Madera Mun. Airport | | Easement | | | | | | Aerial Applicator FBO |

1. LOCATION OF FUTURE AVIATION DRIVE HAS NOT BEEN FINALIZED. LOCATION OF FUTURE RIGHT OF WAY WILL DETERMINE LOCATION OF FUTURE AIRPORT PROPERTY LINE AND STREET EASEMENT. PARCELS 3, 4 AND 5 LOT LINES WILL BE ADJUSTED OR EASEMENTS ESTABLISHED AT THAT TIME.
2. IDENTITY OF GRANTOR AND TYPE OF CONVEYANCE DOCUMENT INSTRUMENT DATA IS NOT AVAILABLE FOR MANY OF THE PARCELS.

| NO. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

FAA DISCLAIMER

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTES A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

APPROVED 7.17.17
DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR


C.E. 8044
Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 • Loomis, California 95650 • (916) 652-4725


MADERA COUNTY
STATE OF CALIFORNIA

# MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

## AIRPORT PROPERTY MAP - "EXHIBIT A"

SFO-ADO Acceptance of Exhibit "A" Airport Property Map

Accepted By: _____ Date: 8/16/17

APPROVED DATE
FAA

REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRANDLEY No. C 71139 Exp. 6-30-2019 CIVIL STATE OF CALIFORNIA 6-30-17

DATE JUNE 30, 2017

SHEET NUMBER
12 OF 12 SHEETS

**Exhibit E:**

Airport Advisory Commission (AAC) Meeting of November 6, 1992

THE CITY OF MADERA

AIRPORT ADVISORY COMMISSION

MINUTES OF MEETING

NOVEMBER 6, 1992

Members: Dan Whistler, Chairman
Don Horal, Vice Chairman
H.B.(Bud) Smith, Commissioner
William J. Venturi, Commissioner (absent)
Leonard C. Chavin, Commissioner (absent)

Others: David L. Chumley, Public Works Director
Dennis Chezick, Chezick Realty
Sam Scheider, Airport Supervisor

Meeting was called to order by Chairman Dan Whistler at 10:10 AM in the Pilot's Lounge, Madera Municipal Airport.

I. APPROVAL OF MINUTES - SEPTEMBER 10, 1992

Motion: Bud Smith
Second: Don Horal
Action: Approved 3-0

II. PROPOSAL BY DENNIS CHEZICK ON POSSIBLE LAND SWAP

Mr. Chezick briefed the Commission on his proposal for a land swap of a twenty acre parcel located south of Avenue 16 and joining a city owned 80 acre parcel for a parcel of equal value in the Airport Business Park. Mr. Chezick stated that his options for utilization of his parcel are limited because the parcel is essentially isolated by City property to the east, airport boundry to the north and a large vineyard to the west. His options are further limited by zoning restrictions due to the close proximity to the airport. He believes that the City could make more practical use of his parcel and that he could accelerate development of another parcel in the Airport Business Park.

Motion: Recommend approval of the land swap concept to the City Manager and City Council. The Commission requests the opportunity to make a final recommendation to the City Manager and City Council once the value of the Chezick parcel and the proposed Business Park parcel have been negotiated by Chezick and City.

Motion: Bud Smith
Second: Don Horal
Action: Approved 3-0

III. ASOS INSTALLATION

The National Weather Service contractor will be here the first week in December, 1992, to prepare the site. Equipment installation is scheduled for March, 1993.

IV. PUBLIC HEARINGS ON AIRPORT MASTER PLAN BY CITY PLANNING COMMISSION

The Community Development Director has mailed Notifications of Public Hearing on the Airport Master Plan by the City Planning Commission at their November 24, 1992 meeting. Airport Supervisor will remain readily available to the CDD for any assistance he might request.

V. STATUS OF FAA GRANT REQUEST FOR PURCHASE OF LAND IN THE RUNWAY PROTECTION ZONES AND INNER APPROACH ZONES FOR RUNWAY 12/30

Ms. Fumi Wong of the FAA Real Estate Branch in Burlingame, CA advises that $1.5 million may become available in 1993 for the purchase of land in the RPZs and IAZs of runway 12/30. She requested an update on estimated values of the parcels involved. The Commission provided revised estimates to the Airport Supervisor for immediate forwarding to Ms. Wong.

VI. OTHER BUSINESS

City of Madera letter dated January 18, 1990 is the formal request to FAA for installation of an Instrument Landing System (ILS) at Madera airport. The ILS and accompanying 1000' runway extension and new runway lights are included in the FAA Western Regional Airport Plan (WRAP) for 1994/95. These items could be easily deleted if FAA budget priorities change. Another alternative to improving the instrument approach is to utilize the Airport Improvement Program as a backup. However, the AIP program requires a minimum 10% cost share. Airport's share of a one million dollar ILS ($100,000) would be cost prohibitive. A more practical alternative would be installation of a navigation aid and Distance Measuring Equipment (DME) at the field. This in addition to the ASOS located on the field would probably result in non-precision approach minimums of 400-500 foot ceiling and 1/2-3/4 mile visibility, a significant improvement over the current 700-1 minimums. If an ILS is eventually installed, the non-precision equipment will continue to be used extensively since all aircraft do not have ILS equipment.

Motion: Airport Supervisor submit grant requests to FAA for non-precision approach equipment, runway extension and new runway lights.

Motion: Don Horal
Second: Bud Smith
Action: Approved 3-0

VII. MEETING ADJOURNED - 11:55

Minutes recorded by the undersigned

Sam Scheider, Airport Supervisor

cc: Airport Advisory Commission
City Council
Nicholas A. Pavlovich, City Manager
David L. Chumley, Public Works Director
Dennis Chezick, Chezick Realty

**Exhibit F:**

Airport Advisory Commission (AAC) Meeting of December 17, 1992

THE CITY OF MADERA

AIRPORT ADVISORY COMMISSION

MINUTES OF MEETING

DECEMBER 17,1992

Members: Dan Whistler, Chairman
Don Horal, Vice Chairman (absent)
H.B.(Bud) Smith, Commissioner
William J. Venturi, Commissioner
Leonard C. Chavin, Commissioner

Others: David L. Chumley, Public Works Director
Sam Armentrout, City Councilmember
Sam Scheider, Airport Supervisor

Meeting was called to order by Chairman Dan Whistler at 10:05 AM in the Pilot's Lounge, Madera Municipal Airport.

I. APPROVAL OF MINUTES - NOVEMBER 6, 1992

Motion: Bud Smith
Second: Bill Venturi
Action: Approved 4-0

II. PUBLIC HEARINGS ON AIRPORT MASTER PLAN

After a general discussion of the Airport Master Plan, a motion was made to recommend to the City Council that the next public hearings be scheduled during the Council's first meeting in February, 1993.

Motion: Leonard Chavin
Second: Bill Venturi
Action: Approved 4-0

III. LAND ACQUISITION IN THE RUNWAY PROTECTION ZONES UTILIZING FAA GRANT

After a brief general discussion, it was determined that there were no actions or recommendations required by the Commission at this time.

IV. OTHER BUSINESS

A. A reminder from the Airport Supervisor that the Dennis Chezick land swap proposal is on the City Council agenda for December 21, 1992.

B. Airport Supervisor pointed out that equipment purchases made by the airport are significantly different from equipment provided by the FAA in that the purchaser incurs the maintenance and repair burden. This essentially cancels any plans for the airport to purchase navigation equipment as discussed at the November 6, 1992 meeting.

C. David Chumley pointed out that Bill Venturi's term as Commissioner would expire soon and that he would notify the City Clerk immediately.

V. MEETING ADJOURNED - 11:00

Minutes recorded by the undersigned

Sam Scheider

Sam Scheider, Airport Supervisor

cc: Airport Advisory Commission
City Council
Nicholas A. Pavlovich, City Manager
David L. Chumley, Public Works Dierctor
Sam Armentrout, City Councilmember

**Exhibit G:**

Planning Commission Meeting of November 24, 1992

# A G E N D A

REGULAR MEETING

CITY OF MADERA PLANNING COMMISSION

Council Chambers, City Hall

Tuesday, November 24 1992, 6:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL:
Commissioner Ralph Larsen
Chairman Ross Thornton
Commissioner Barbara Roach
Commissioner Herman Perez
Commissioner Harry Nabors
Commissioner Philip Hagopian
Commissioner Herbert McClure

PUBLIC COMMENT:

CONSENT CALENDAR:

A. LUSSIER & MASON OFFICE USE PERMIT #X-92-37.

Public hearing on a use permit to establish a business in one unit of an existing duplex at 633 Clinton Avenue, Unit No. 1, in the R-3, Residential zone. CONTINUE TO JANUARY 12, 1993, AT THE APPLICANT'S REQUEST.

AGENDA ITEMS:

1. FREEMAN FENCE HEIGHT REQUEST #XVI-92-03.

Review of a request to allow the westerly side yard fence at 1413 West Fourth Street in the R-1, Residential zone to exceed the maximum six foot (6') height limitation by three to five inches.

2. "THE PARTNER'S" APARTMENT COMPLEX USE PERMIT #X-92-40.

Public hearing on a negative declaration in conjunction with a use permit for a seven-unit apartment complex to be constructed under the Density Bonus provisions of the Municipal Code on 2.38 acres of property at 619/623 Vineyard Avenue in the R-2, Residential zone.

3. NASSAR DUPLEX USE PERMIT #X-92-41.

Public hearing on a use permit for a residential duplex to be built at 131 A&B East Central Avenue in the C-1, Light Commercial zone.

## PLANNING COMMISSION MEETING PROCEDURES:

Planning Commission meetings are conducted under the authority of the Chairman. Each item scheduled for public hearing at a Planning Commission meeting will be announced by the Chairman and the hearing will be conducted as follows:

1. The Planning staff will present their report and recommendation on the matter being heard. Commission members will be provided an opportunity to question staff.

2. The Chairman will first ask the project applicant or proponent to present any points they feel the Commission should understand about their proposal. The Commission may ask questions. The Planning Commission has adopted a policy that no action will be taken on an item for which no representative is in attendance, and the matter will be continued to the next meeting.

3. The Chairman will ask other interested persons to come to the podium and present any testimony they wish to give in regard to the proposal being considered.

4. The Chairman will offer the project applicant an opportunity for rebuttal of any testimony against the proposal or to clarify information previously presented.

5. The public comment portion of the hearing will be closed and the matter will be deliberated by the Commission and a decision will be rendered.

The Planning Commission has adopted a policy that no new agenda items will be considered after 10:30 p.m.. Any remaining items will be continued to the next meeting of the Planning Commission.

## RULES FOR PRESENTING TESTIMONY:

All persons who wish to present testimony to the Planning Commission in a public hearing must observe the following rules:

1. All testimony must be presented from the podium. When beginning to speak, first identify yourself, place of residence, and interest in the matter. This is required for the public record. Since all meetings are tape recorded, please speak clearly and use the microphone provided.

2. All remarks must be addressed to the Chair. Conversation or debate between a speaker at the podium and a member the audience or staff is not permitted.

3. Please keep your remarks as brief as possible. Focus your testimony on the most important facts you wish to be considered. Avoid duplicating testimony provided by others.

4. Planning Commission hearings can involve highly emotional issues, so it is important that all participants conduct themselves with courtesy, dignity and respect.

5. Whenever possible, written testimony should be presented as well as oral. Written testimony can be submitted for Planning Commission consideration in advance of the actual hearing date.

4. SIERRA VIEW ESTATES SUBDIVISION NO. 2
MODIFICATION #VIII-92-12.

Public hearing on a request for modification of a condition of approval relating to the storm drainage pond for an approved subdivision of 71 lots of approximately 6,000 square feet each on 18.6 acres of land located on the north side of Kennedy Street, approximately 1,000 feet east of Merced Street in the R-1, Residential zone.

5. McINTYRE/HORIZON ENTERPRISES SPECIFIC PLAN AMENDMENT #XIV-92-01 and REZONE #I-92-10.

Public hearing on a negative declaration in conjunction with a request to change the Specific Plan No. 1 land use designation and the zoning of a 2.5 acre parcel of land on the northwest corner of North Schnoor Avenue and Foxglove Way and a 1.76 acre parcel of land on the southwest corner of North Schnoor Avenue and Foxglove Way from PD-2000, Planned Development to PO, Professional Office.

6. MADERA MUNICIPAL AIRPORT MASTER PLAN.

Public hearing on a Mitigated Negative Declaration and the Madera Municipal Airport Master Plan. Recommendations will be made by the Planning Commission for future action by the City Council.

ADMINISTRATIVE REPORTS:

COMMISSIONER REPORTS:

ADJOURNMENT: To December 8, 1992 at 6:30 p.m. - regular meeting.

MINUTES OF THE CITY OF MADERA PLANNING COMMISSION

REGULAR MEETING, NOVEMBER 24, 1992

CITY COUNCIL CHAMBERS

CALL TO ORDER

The meeting was called to order by Chairman Thornton at 6:34 p.m. The Pledge of Allegiance was led by Commissioner Hagopian.

ROLL CALL:

PRESENT: Comm. Barbara Roach
Comm. Philip Hagopian
Comm. Ralph Larsen
Comm. Herman Perez
Comm. Harold Nabors
Comm. Herb Mc Clure (Late) (Arrived at 6:45)
Chairman Ross Thornton

STAFF: Interim Community Development Director Larry Red
Associate Planner Carl Smith
City Engineer Frank Stambach
Recording Secretary Dawn Des Rosiers

PUBLIC COMMENTS: The Chairman opened the meeting for public comments on any items not on the regular scheduled agenda. There were no comments offered.

CONSENT ITEMS

A. LUSSIER & MASON OFFICE USE PERMIT #X-92-37.

Public hearing on a use permit to establish a business in one unit of an existing duplex at 633 Clinton Avenue, Unit No. 1, in the R-3, Residential zone. TO BE CONTINUED TO JANUARY 12, 1993, AT THE APPLICANT'S REQUEST.

B. MADERA MUNICIPAL AIRPORT MASTER PLAN.

Public hearing on a Mitigated Negative Declaration and the Madera Municipal Airport Master Plan. Recommendations will be made by the Planning Commission for future action by the City Council.

Chairman Thornton stated that the Madera Municipal Airport Master Plan was being moved from the regular agenda to the consent calendar. Commission feels that because the City Attorney could not be present, it would be in the best interest to postpone this item. TO BE CONTINUED DECEMBER 8, 1992.

COMM. ROACH MOVED TO ADOPT THE CONSENT CALENDAR, AND THE MOTION WAS SECONDED BY COMM. NABORS. THE MOTION WAS UNANIMOUSLY CARRIED.

AGENDA ITEMS

1. FREEMAN FENCE HEIGHT REQUEST #XVI-92-03.

   Review of a request to allow the westerly side yard fence at 1413 West Fourth Street in the R-1, Residential zone to exceed the maximum six foot (6') height limitation by three to five inches.

Chairman Thornton said that he would have a conflict of interest on this item and excused himself from the Chambers after turning over the Chair to Commissioner Roach.

Comm. Roach introduced the item and Associate Planner Carl Smith presented the staff report and described the request for approval of a redwood fence that is between three (3) and six (6) inches over the allowed maximum height of six (6) feet.

He further stated that the MMC provides that the Commission may allow eight (8) foot high walls and fences. Staff feels that the situation created by building the six (6) foot fence of stock materials on the concrete footing created an overheight fence. In looking at the fence and speaking to the applicant it appears there was no intent to create a fence over 6' in height. Staff feels that allowing the six and a half foot high fence would not be detrimental to neighboring properties or land uses. For that reason, staff recommends approval.

Comm. Roach opened the public hearing and called on the applicant.

Ms. Marjorie Freeman (Cipriani), 1413 W. 4th Street said she understood the conditions and agreed with staffs recommendations.

There being no further speakers, Comm. Roach closed the public hearing.

COMM. LARSEN MOVED TO APPROVE THE REQUEST FOR A FENCE UP TO SIX FEET, SIX INCHES (6', 6") IN HEIGHT ALONG THE WEST SIDE PROPERTY LINE TO WITHIN FORTY FEET (40') OF THE FRONT PROPERTY LINE, AS SHOWN ON THE APPROVED SITE PLAN, AT 1413 WEST FOURTH STREET IN THE R-1 ZONE WITH THE FOLLOWING FINDINGS:

FINDINGS:

- THE ADDITIONAL HEIGHT OF THE FENCE WILL NOT BE DETRIMENTAL TO THE SAFETY AND WELFARE OF THE NEIGHBORHOOD.

- THE FENCE WAS BUILT OF MATERIALS WHICH WOULD ORDINARILY PRODUCE A FENCE SIX (6') FEET IN HEIGHT.

CONDITIONS:

1. THE OVERHEIGHT PORTION OF THE FENCE SHALL NOT EXTEND ANY CLOSER CLOSER THAN FORTY (40') FEET FROM THE FRONT PROPERTY LINE.

THE MOTION WAS SECONDED BY COMM. NABORS AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. LARSEN, ROACH, NABORS, PEREZ AND HAGOPIAN. NOES: NONE. ABSTENTIONS: CHAIRMAN THORNTON. ABSENT: COMM. MC CLURE.

2. "THE PARTNER'S" APARTMENT COMPLEX USE PERMIT #X-92-40.

Public hearing on a negative declaration in conjunction with a use permit for a seven-unit apartment complex to be constructed under the Density Bonus provisions of the Municipal Code on 2.38 acres of property at 619/623 Vineyard Avenue in the R-2, Residential zone.

Chairman Thornton introduced the item and Interim Community Development Director Larry Red presented the staff report. He described the project as a proposal to construct a 7 unit apartment complex, which includes a 25% density bonus in conjunction with providing housing units for low or very low income families. The proposal is to make at least 20% of the units available to low income families at a rent equal to 30% to 60% of the area median monthly income.

Pursuant to the Code, 1 residential unit is allowed per each 3,000 s.f. of gross site area, and 750 s.f. of open space is required per unit. The project has been designed to conform to the R-2 zone, with 5 units allowed, plus 2 units for the density bonus. The required minimum building setbacks can all be met or exceed with this plan, and the proposed parking, as conditioned, will conform to City standards. The Code requires 16 spaces, and 14 are proposed, including 7 covered spaces. Although the site plans submitted shows only 14 spaces, there is room in the front setback area to provide the two additional guest spaces required.

The Code would also require 5,250 square feet of open space. The other conformance requirement is the new 15 foot setback for apartments next to existing single family units or R-1 zoning. This will require a minor shift in the either one or both of the units, either narrowing or eliminating the planter(s) in front of the unit(s), to increase the setback on the south side from 12 feet to 15 feet.

Vineyard Avenue is a typical local city street (60 foot right-of-way required). However, there is no adopted Plan Line for this section of Vineyard, and in conjunction with a neighborhood street improvement project, the City only obtained enough dedication for a 50 foot right-of-way. Ten feet along this old 30 foot street has already been deeded fronting this site, and the City Engineer has recommended that the existing improvements and dedication be found adequate, including deferral of the sidewalk improvements. The width of the street curb to curb is 40 feet, which would be the same for a City Standard Local 60 Foot Street. The 50 foot right-of-way will still allow a contiguous sidewalk to be installed.

Overall, this appears to be a workable project that presents few obvious problems. The primary issues will be whether an exception to the open space standards should be granted, and whether the sidewalks improvements should be deferred. Providing there is no

issue relative to neighborhood compatibility which would prevent positive action by the Commission, staff has recommended the project based on compliance with the conditions.

Chairman Thornton opened the public hearing and called on the applicant.

Mr. Terry Parkhurst, 600 W. 6th Street, representing the applicant, Mae King. He feels that the project conforms to City Standards and he says Ms. King is agreeable with all conditions.

Comm. Larsen inquired from Interim Community Development Director Red whether the wording for Condition #3 regarding water meters should be plural or singular. Interim Community Development Director Red stated that it should be plural. He further stated that Condition #3 had an error in it as it should have included a backflow prevention device.

There being no further speakers, the Chairman closed the public hearing.

COMM. ROACH MOVED TO APPROVE THE PARTNERS APARTMENT USE PERMIT #X-92-40 IN FAVOR OF 17,714 SQUARE FEET OF PROPERTY LOCATED AT 619/623 VINEYARD AVENUE FOR A DENSITY BONUS AFFORDABLE HOUSING PROJECT OF 7 UNITS IN THE R-2, RESIDENTIAL ZONE, WITH FINDINGS AND CONDITIONS.

FINDINGS:

- THE NEGATIVE DECLARATION HAS BEEN CERTIFIED, AND AS REQUIRED BY THE DENSITY BONUS ORDINANCE, NO UNMITIGATED ADVERSE IMPACTS ON PUBLIC HEALTH AND SAFETY HAVE BEEN IDENTIFIED.

- AS CONDITIONED, THE PROJECT CONFORMS TO THE PROVISIONS OF THE MADERA MUNICIPAL CODE FOR DEVELOPMENT ON THE SUBJECT PROPERTIES, INCLUDING THE REQUIREMENTS OF THE DENSITY BONUS ORDINANCE.

- THE USE CAN BE DETERMINED TO BE COMPATIBLE WITH THE NEIGHBORHOOD AND IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT AND GENERAL WELFARE OF THE NEIGHBORHOOD AND THE CITY.

- AN EXCEPTION TO THE OPEN SPACE STANDARDS OF THE MUNICIPAL CODE IS GRANTED IN ORDER TO MAKE THE PROJECT MORE ECONOMICALLY FEASIBLE AND THE UNITS MORE AFFORDABLE, IN EXCHANGE FOR PROVISION OF LOW INCOME HOUSING, AND BASED ON MAXIMIZING AVAILABLE PRIVATE OPEN SPACE THROUGH PROJECT DESIGN.

- DEFERRAL OF SIDEWALK INSTALLATION IS APPROVED BASED ON THE LACK OF EXISTING SIDEWALKS IN THE AREA, THE MINIMAL BENEFIT WHICH BE PROVIDED BY THEIR INSTALLATION, AND THE PROPOSED REQUIREMENT FOR AN AGREEMENT TO FINANCIALLY PARTICIPATE AT SUCH TIME AS THEY ARE INSTALLED ON AN AREA-WIDE BASIS.

CONDITIONS:

1. PRIOR TO THE ISSUANCE OF BUILDING PERMITS, THE APPLICANT SHALL ENTER INTO A RECORDED AGREEMENT WITH THE CITY OF MADERA REGARDING THE PROVISION OF 1 LOW INCOME HOUSING UNIT FOR A PERIOD OF 30 YEARS IN CONJUNCTION WITH THE APPROVAL A 25% DENSITY BONUS IN ACCORDANCE WITH ARTICLE 5.1 OF TITLE 10, CHAPTER 3, THE MUNICIPAL CODE. AN ANNUAL REPORT SHALL BE PROVIDED RELATIVE TO UNIT LOCATION AND OCCUPANCY BY TARGETED INCOME FAMILIES.

2. IN ACCORDANCE WITH CITY POLICY, THE APPLICANT SHALL REIMBURSE THE CITY OF MADERA FOR 1/2 THE COST FOR INSTALLATION OF THE WATER AND SEWER MAINS FRONTING THE PROPERTY PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.

3. SEPARATE WATER METER OR METERS AND BACKFLOW PREVENTION DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH CITY STANDARDS.

4. DETAILED SITE GRADING AND DRAINAGE PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

5. THE PROPERTY OWNER SHALL ENTER INTO AN AGREEMENT WITH THE CITY TO PAY A PRORATED SHARE IN THE COST OF CONSTRUCTING SIDEWALKS IN AREA AT SUCH TIME AS REQUIRED BY THE CITY ENGINEER. SAID AGREEMENT SHALL BE SUBMITTED TO THE CITY FOR APPROVAL BY THE CITY ATTORNEY PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND RECORDED PRIOR TO APPROVAL OF THE UNITS FOR OCCUPANCY.

6. AN APARTMENT DIRECTORY SIGN SHALL BE LOCATED ADJACENT TO THE ENTRANCE, AND THE INTERIOR ACCESS DRIVE SHALL BE DESIGNATED AND STRIPED AS A FIRE LANE TO THE SATISFACTION OF THE FIRE CHIEF.

7. ANY SIGNS TO BE INSTALLED IN CONJUNCTION WITH APARTMENT COMPLEX MAY BE APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR BASED ON THE PROVISION FOR SIGNS IN THE R-3 ZONE.

8. A DETAILED LANDSCAPE AND IRRIGATION PLAN, INCLUDING PRESERVATION OF THE LARGE TREE AT THE REAR OF THE PROPERTY, SHALL HAVE BEEN SUBMITTED TO AND APPROVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT PRIOR TO THE ISSUANCE OF BUILDING PERMITS. THE PLAN SHALL INCLUDE FENCING DETAILS TO INCLUDE COMPLETE PERIMETER FENCING OF 3 AND 6 FEET, AND TRASH ENCLOSURE TO COMPLEMENT THE APARTMENT UNITS.

9. PARKING SHALL BE PROVIDED IN ACCORDANCE WITH CITY STANDARDS, TO INCLUDE 7 COVERED, 7 UNCOVERED, AND 2 GUEST SPACES IN THE FRONT SETBACK AREA, AS SHOWN ON THE STAFF EXHIBIT.

10. THE CARPORT FOR SPACES 11 - 14 SHALL BE ATTACHED TO THE APARTMENT IN COMPLIANCE WITH CODE REQUIREMENTS.

11. THE FINAL PLAN FOR CONSTRUCTION OF THE PROJECT SHALL REFLECT A 15 FOOT MINIMUM SIDEYARD ADJACENT TO BOTH THE NORTH AND SOUTH PROPERTY LINES.

12. THE DRIVEWAY APPROACH SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY STANDARDS AND ANY DAMAGED OR OFF-GRADE CURB AND GUTTER SHALL BE REPLACED AS REQUIRED BY THE CITY ENGINEER.

THE MOTION WAS SECONDED BY COMM. NABORS AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. LARSEN, ROACH, NABORS, PEREZ, HAGOPIAN AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: COMM. MC CLURE.

3. NASSAR DUPLEX USE PERMIT #X-92-41.

Public hearing on a use permit for a residential duplex to be built at 131 A&B East Central Avenue in the C-1, Light Commercial zone.

Chairman Thornton introduced the item and Associate Planner Carl Smith presented the staff report. He reported that the applicant is proposing to construct a residential duplex, plus carport, on the westerly portion of the property. The units will be one-story, and have three bedrooms and one bathroom each.

Mr. Smith said that the City Engineer said that the right-of-way adjacent to the project needs to be improved to City Standard, to include curb, gutter, sidewalk to match the pattern in the area (contiguous), and a standard driveway approach. The project presents no obvious problems and would be compatible with the mixed commercial/residential character of the neighborhood, so staff can recommend approval of this use permit.

Comm. Larsen noted that Condition #4 should be changed to read, "water meter or meters".

Chairman Thornton opened the public hearing and called on the applicant.

Mr. Sami Nassar, 518 Barsotti Ave., says that he feels that this project is a good one and that he has no problems with the conditions.

There being no further speakers, the Chairman closed the public hearing.

COMM. LARSEN MOVED TO GRANT USE PERMIT #92-41 FOR A RESIDENTIAL DUPLEX TO BE BUILT AT 131 A & B EAST CENTRAL AVENUE WITH FINDINGS AND CONDITIONS.

FINDINGS:

- THE USE IS ALLOWED IN THE C-1, LIGHT COMMERCIAL ZONE, WITH AN APPROVED USE PERMIT.

- THE PROPOSED USE IS COMPATIBLE WITH THE NEIGHBORHOOD AND IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT, OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

CONDITIONS:

1. THE PARKING SPACES SHALL BE CHANGED TO 19' IN LENGTH, WITH 27' VEHICLE BACKUP SPACE PROVIDED.

2. PRIOR TO THE ISSUANCE OF BUILDING PERMITS, THE APPLICANT SHALL REIMBURSE THE CITY FOR THE COSTS TO INSTALL THE EXISTING SEWER AND WATER MAINS IN FRONT OF THE PROJECT PURSUANT TO CITY COUNCIL POLICY. THE AMOUNT DUE WILL BE DETERMINED BY THE CITY ENGINEER AT THE BUILDING PERMIT STAGE.

3. EXISTING SEWER AND WATER LATERALS, IF ANY, MAY BE UTILIZED IF THEY ARE IN ADEQUATE CONDITION TO HANDLE THIS PROJECT.

4. SEPARATE WATER METER OR METERS AND BACKFLOW PREVENTION DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH CITY STANDARDS.

5. THE RIGHT-OF-WAY ADJACENT TO THE PROJECT SHALL BE IMPROVED TO CITY STANDARD, TO INCLUDE CURB, GUTTER, CONTIGUOUS SIDEWALK, AND DRIVEWAY APPROACH. TWO CITY APPROVED STREET TREES SHALL BE PLANTED IN THE RIGHT-OF-WAY BEHIND THE SIDEWALK.

6. A TRASH ENCLOSURE, MEETING BFI STANDARDS, SHALL BE INSTALLED TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR.

7. DETAILED SITE GRADING, DRAINAGE, RIGHT-OF-WAY IMPROVEMENT, LANDSCAPING AND IRRIGATION PLANS SHALL BE SUBMITTED AND APPROVED PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

THE MOTION WAS SECONDED BY COMM. MC CLURE AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. PEREZ, MC CLURE, NABORS, ROACH, HAGOPIAN, LARSEN AND CHAIRMAN THORNTON. NOES: NONE.

4. SIERRA VIEW ESTATES SUBDIVISION NO. 2
MODIFICATION #VIII-92-12.

Public hearing on a request for modification of a condition of approval relating to the storm drainage pond for an approved subdivision of 71 lots of approximately 6,000 square feet each on 18.6 acres of land located on the north side of Kennedy Street, approximately 1,000 feet east of Merced Street in the R-1, Residential zone.

Chairman Thornton introduced the item and Interim Community Development Director Larry Red presented the staff report. The applicant is requesting modification of a condition of approval relating

to the provisions for the storm water drainage pond for an approved subdivision. The project consists of 71 single family lots of approximately 6,000 square feet each. This hearing involves Condition #14 for the Tentative Map, which reads as follows:

> AN IRREVOCABLE OFFER OF DEDICATION SHALL BE GRANTED FOR THE TOTAL POND AREA PRIOR TO THE RECORDING OF THE FINAL MAP OR COMPLY WITH GOVERNMENT CODE 66462.5.

As indicated in the letter from Giersch & Olson, the applicant has not been able to obtain a dedication from the current owner of the pond. The section of the Subdivision Map Act specified requires that in such instances, the City may condemn the property and charge the applicant the costs for such an action. The Code also indicates that if the City fails to act on the requirement within 120 days of the filing of the final map, the condition shall be deemed waived.

In reviewing the situation, the City Engineer determined that the existing easement agreement which established the pond, and allows the adjoining property to utilize it, is sufficient to allow the project to discharge to the pond and the Landscape Maintenance District to maintain it.

As indicated in the applicant's submittal, the primary concerns are the right of use, and maintenance. Since both of those issues have been addressed to the City Engineer's satisfaction, Staff recommends approval of the requested modification.

Comm. Roach inquired as to whether the City is getting involved in anything legal with this project. Interim Community Director Red stated that in reviewing the requested modification, the City Attorney was involved in the meeting with Gary Giersch and the City Engineer. Everyone was comfortable with the wording of the easement and allowing this particular subdivision to drain to the pond and allowing the landscape maintenance district to maintain it. He further stated that he thinks everyone feels that it is just a matter of time until the pond is eventually turned over to the City. Comm. Roach asked if the applicant could come back on the City before she actually turns it over. Interim Community Director Red answered that she can't come back on the City as she has granted an easement and the City Attorney is comfortable with the wording on that. He further stated that some of the other projects that are involved with this pond aren't quite in that position yet but those developers are working independently with the owner of the pond to obtain similar easements, but for this particular project, he has indicated that it is OK.

In answering Comm. Nabors' question, Interim Community Development Red stated that he feels as long as there is adequate easements and those easements allow the projects to drain and the easements allow the landscape maintenance district to maintain it, that's the primary concern. Only at such time the City wanted other projects to drain into it, would it come to the point of acquisition.

Comm. Roach had a question as to whether or not there were legal documents signed by the owner of this pond where she has given permission so that she can't come back later. City Engineer Bud Stambach replied that there is a recorded document. He also stated that this document was signed a long time ago when the pond was owned by the Fresno Holding Co.

Chairman Thornton opened the public hearing and called on the applicant.

Mr. Gary Giersch, 421 No. I Street, commented that this pond has been a long time problem area for the owners of this property. When Fresno Holding Co. bought this piece of property, they received from Mrs. Bruno a record easement to allow them to not only use the pond, but to reconstruct in accordance with City requirements. At the same time, she issued to the City an easement allowing the City to do whatever they wanted to do with that particular pond. In his opinion, when Mrs. Bruno sold all of the lands surrounding this particular pond, she sold these people the rights to use this pond for drainage; therefore, there is no land left for anyone else to use but these pieces of property. Eventually when she discovers that she's not going to be able to sell this land for a lot of money, she's going to find that it is not in her best interest to continue to pay taxes on that land. He feels that Mrs. Bruno will eventually dedicate the 2.7 acres just to keep from paying taxes on it.

In answer to Comm. Hagopian's question, Mr. Giersch stated that in the long term, there is a problem with the fact that you cannot drain other properties into this pond. Land that was not owned by Mrs. Bruno cannot drain into this pond unless there is some compensation paid to Mrs. Bruno. Mrs. Bruno says she will allow no property from the outside to come into this pond unless you they buy the whole 2.7 acres at $20,000 an acre. On the short term, he feels there is no problem. All of the property owners have a right to drain into the pond, the City has a right to maintain and these people have a right to build it. So basically, it won't cost the City anything.

Comm. Roach said that she doesn't understand Mr. Giersch's statement that nobody would want to buy the 2.7 acres. Mr. Giersch stated that these 2.7 acres are a storm basin and nothing else. Who would want to buy a storm basin? Comm. Roach further commented that she doesn't feel comfortable with just taking this property. She said she feels that the City should buy it. Mr. Giersch stated that the property owners have a right to build 2.7 acres of storm drain basin and they are going to do that. It just happens to be on property that is owned by Mrs. Bruno. At the present time, she is refusing to dedicate it to the City and there are reasons she doesn't want to dedicate it to the City. It goes back to the early 1970's when the land was offered to the City and the City refused to take it because, at that time, it was a policy of the City not to accept any storm drain basins until it was 100% complete. It is not the policy of the City now. The policy now is when there is a need for a storm drain basin, if it's bare land, you take it in fee title.

Comm. McClure inquired of the City Engineer if other properties will be draining into this pond. City Engineer Bud Stambach stated that there is about 20 acres that would drain into it. He stated that the City does own the Tulare Street basin that water could go into. Comm. McClure asked if all the land that would drain into that pond was originally owned by Mrs. Bruno and if she agreed to this when she sold the property. City Engineer responded affirmatively and that there is a recorded easement that says those lands have the right to use that land for a storm drain basin.

Comm. McClure stated that he feels that Mrs. Bruno has gotten her money out of the pond when she sold the land and agreed to let them drain into the pond.

Comm. Roach said that as long as the other projects in the area could drain into the Tulare Street storm basin, that that would satisfy her.

There being no further speakers, the Chairman closed the public hearing.

COMM. MC CLURE MOVED TO APPROVE THE REQUESTED MODIFICATION FOR SIERRA VIEW ESTATES SUBDIVISION NO. 2 #VIII-90-11, A 71 RESIDENTIAL LOTS ON 18.63 ACRES LOCATED ALONG NORTH SIDE OF KENNEDY STREET, 1,000 FEET EAST OF MERCED STREET, IN THE R-1, RESIDENTIAL ZONE, SUBJECT TO THE CONDITIONS ESTABLISHED BY THE PLANNING COMMISSION AUGUST 28, 1990, WITH THE FOLLOWING REVISION:

14. THE STORM DRAIN POND SHOWN ON THE TENTATIVE MAP MAY BE UTILIZED FOR STORM WATER RUNOFF IN ACCORDANCE WITH THE EASEMENT DOCUMENT RECORDED IN BOOK 1574 AT PAGE 339 AND 340 IN MADERA COUNTY RECORDS. MAINTENANCE OF THE POND SHALL BE THROUGH THE LANDSCAPE MAINTENANCE DISTRICT.

THE MOTION WAS SECONDED BY COMM. HAGOPIAN AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. LARSEN, HAGOPIAN, ROACH, PEREZ, MC CLURE, NABORS AND CHAIRMAN THORNTON. NOES: NONE.

5. McINTYRE/HORIZON ENTERPRISES SPECIFIC PLAN AMENDMENT #XIV-92-01 and REZONE #I-92-10.

Public hearing on a negative declaration in conjunction with a request to change the Specific Plan No. 1 land use designation and the zoning of a 2.5 acre parcel of land on the northwest corner of North Schnoor Avenue and Foxglove Way and a 1.76 acre parcel of land on the southwest corner of North Schnoor Avenue and Foxglove Way from PD-2000, Planned Development to PO, Professional Office.

Chairman Thornton introduced the item and Associate Planner Carl Smith presented the staff report. He said the applicants propose to amend Specified Plan No. 1 and rezone two parcels totalling 4.26 acres from PD 2000, Planned Development, to PO, Professional Office.

The parcels have frontage on both North Schnoor Avenue and Foxglove Way. The southerly parcel also has frontage on Pepper Tree Lane, however, access to that street probably should not be encouraged with development of that property. Adequate circulation for each parcel can probably be provided by one driveway each onto North Schnoor Avenue and Foxglove Way. Overall, the proposal should result in a decrease in potential traffic generation, and except for sidewalks, both Streets now have their full frontage improvements.

The ability of the City to provide services should not change. Since this proposal is consistent with the general plan, staff recommends positive action on the application by the Planning Commission.

Interim Community Director Red stated that he does have a clarification relative to design of the street access. The report was intended to provide guidance in project design, and not be mandatory in terms of prohibiting access to Pepper Tree Lane. Staff would evaluate the proposed development and make a determination regarding the access at that point in time.

Chairman Thornton opened the public meeting and called on the applicant.

Mr. Steve Weil, Horizon Enterprises and representing Ed McIntyre, said that he concurs with staff's recommendations and also with Interim Community Development Director Red's comments regarding the design of access to the streets.

Mr. John Barzacchini, 1972 Sundance Lane, speaking in favor of this project because it was his position in the General Plan update that this be strongly considered and passed and he's pleased about it coming to this point. Also, since the City has already spent $5,000 to correct the street problem in conjunction with the project, it should be passed.

Mr. Carl Richey agrees that this project is a good one and feels that it was a lot of work and feels that pretty much everybody is happy with the project.

Teresa Rylee, 2507 Grapewood Way, opposes this project because of traffic onto Pepper Tree Lane. Ms. Rylee says that Pepper Tree Lane is now her main escape route since Cleveland Ave. has turned into "the road from Hell". She believes the traffic will be a problem and it should be diverted away from Pepper Tree Lane.

Comm. McClure mentioned to Ms. Rylee that whenever this specific project comes up, then that will be discussed at that time as to what they are going to allow out there, she can come back at that time and talk about it.

Mr. Steve Varga, Pepper Tree Lane, opposes this project because the traffic is to exit onto Pepper Tree Lane and because he lives on this street, he firmly opposes it.

Chairman Thornton interjected that as staff has indicated, this problem is flexible at this point and so it can change.

Interim Community Development Director Red pointed out that the plans were conceptual only and developed during the General Plan hearing process, and that they will be refined by the project proponents and their architects at the Site Plan Review stage. At that point, staff will look at what the plan proposes and how it works relative to access onto Pepper Tree Lane, as well as Foxglove and Schnoor.

There being no further speakers, the Chairman closed the public hearing.

COMM. LARSEN MOVED TO RECOMMEND TO THE CITY COUNCIL THE CERTIFICATION OF THE MITIGATED NEGATIVE DECLARATION WITH THE FINDINGS THAT NO SIGNIFICANT IMPACTS ARE ANTICIPATED DUE TO THE SMALL SIZE OF THE PROPERTY, AND THE AVAILABILITY OF PUBLIC SERVICES AND UTILITIES.

AND

MOVED TO ADOPT PLANNING COMMISSION RESOLUTION NO. 1562 RECOMMENDING TO THE CITY COUNCIL THE AMENDMENT OF SPECIFIC PLAN NO. 1 TO CHANGE THE DESIGNATION OF 4.26 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF NORTH SCHNOOR AVENUE, ON BOTH CORNERS OF FOXGLOVE WAY, FROM PD 2000, PLANNED DEVELOPMENT, TO PO, PROFESSIONAL OFFICE.

AND

MOVED TO RECOMMEND TO THE CITY COUNCIL THE REZONING OF 4.26 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF NORTH SCHNOOR AVENUE, ON BOTH CORNERS OF FOXGLOVE WAY, FROM PD 2000, PLANNED DEVELOPMENT, TO PO, PROFESSIONAL OFFICE, WITH THE FOLLOWING FINDINGS:

FINDINGS:

- THE NEGATIVE DECLARATION HAS BEEN RECOMMENDED FOR CERTIFICATION.

- THE REZONING IS CONSISTENT WITH THE OBJECTIVES, POLICIES, PROGRAMS AND GENERAL LAND USE OF THE MADERA GENERAL PLAN, AND SPECIFIC PLAN NO. 1.

THE MOTION WAS SECONDED BY COMM. NABORS AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. LARSEN, HAGOPIAN, ROACH, PEREZ, MC CLURE, NABORS AND CHAIRMAN THORNTON. NOES: NONE.

ADMINISTRATIVE REPORTS

Interim Community Development Director Red reported that he had distributed a sizable packet for the Bonadelle application for annexation and prezoning of property on the south side of Ave. 13 (Pecan Ave.) scheduled for hearing on the December 8 Commission

meeting. The staff review will come out on the Thursday before the meeting for review.

Chairman Thornton said that he had an opportunity to speak with Mr. Bonadelle regarding this project. Chairman Thornton stated that Mr. Bonadelle was pleased that staff would be distributing this report for Commission's review.

City Engineer Bud Stambach reported that Cleveland Ave. has been paved and is awaiting for a median strip to be put in and work will begin on Monday. He reports that there should be minimal traffic problems for the holiday shoppers.

COMMISSIONER REPORTS

Chairman Thornton commented that tonight's meeting would be the last for Comm. Perez as he will be sworn in as a new City Councilmember soon. Chairman Thornton expressed appreciation for a job well done and wished him the best of luck from himself as well as the other Commissioners.

Comm. Perez commented that it had been a real learning experience and noted that the Planning Commission does a tremendous job for the City and feels that this Commission was one of the best ever.

Comm. Hagopian asked Interim Community Development Red if after the holidays, in January, will the Commission start on the zoning hearing updates on the General Plan. In response, Interim Community Development Director Red said that the first priority will be the Housing Element.

Comm. Roach asked if there was any kind of updates relative to the letter that the Commission received from Teresa Rylee and if the Commission was actually suppose to do anything or act upon this correspondence. Chairman Thornton stated that at this point, it was meant as strictly informational. He said she has also made a presentation to the City Council and so it will be dealt with on the City Council level.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:43 P.M.

ROSS THORNTON, CHAIRMAN

DAWN DES ROSIERS, RECORDING SECRETARY

**Exhibit H:**

Planning Commission Meeting of December 8, 1992

# A G E N D A

## REGULAR MEETING

## CITY OF MADERA PLANNING COMMISSION

Council Chambers, City Hall

Tuesday, December 8, 1992, 6:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL:
Commissioner Herbert McClure
Commissioner Ralph Larsen
Commissioner Barbara Roach
Commissioner Harry Nabors
Commissioner Philip Hagopian
Chairman Ross Thornton

Minutes: November 10, 1992 and November 24, 1992.

PUBLIC COMMENT:

CONSENT CALENDAR:

A. ANNUAL REVIEW OF ON-SALE ALCOHOLIC BEVERAGE ESTABLISHMENTS.

1. American Legion; 200 South "G" Street.
2. Brawley's Restaurant; 1101 Country Club Drive.
3. China Palace; 228 East Yosemite.
4. El Flamingo; 117 North "E" Street.
5. English Arms; 114 North Gateway Drive.

AGENDA ITEMS:

1. MONTEMAYOR RESIDENTIAL USE PERMIT #X-92-43

Public hearing on a use permit to bring into conformance an existing residence at 519 South "B" Street in the C-1, Light Commercial zone.

2. "PICHETTE RESTAURANT" USE PERMIT #X-92-44

Public hearing on a use permit to allow the sale of beer and wine for on-site consumption in conjunction with food service in a restaurant to be established in an existing building at 1816 Howard Road in the C-1, Light Commercial zone.

## PLANNING COMMISSION MEETING PROCEDURES:

Planning Commission meetings are conducted under the authority of the Chairman. Each item scheduled for public hearing at a Planning Commission meeting will be announced by the Chairman and the hearing will be conducted as follows:

1. The Planning staff will present their report and recommendation on the matter being heard. Commission members will be provided an opportunity to question staff.

2. The Chairman will first ask the project applicant or proponent to present any points they feel the Commission should understand about their proposal. The Commission may ask questions. The Planning Commission has adopted a policy that no action will be taken on an item for which no representative is in attendance, and the matter will be continued to the next meeting.

3. The Chairman will ask other interested persons to come to the podium and present any testimony they wish to give in regard to the proposal being considered.

4. The Chairman will offer the project applicant an opportunity for rebuttal of any testimony against the proposal or to clarify information previously presented.

5. The public comment portion of the hearing will be closed and the matter will be deliberated by the Commission and a decision will be rendered.

The Planning Commission has adopted a policy that no new agenda items will be considered after 10:30 p.m.. Any remaining items will be continued to the next meeting of the Planning Commission.

## RULES FOR PRESENTING TESTIMONY:

All persons who wish to present testimony to the Planning Commission in a public hearing must observe the following rules:

1. All testimony must be presented from the podium. When beginning to speak, first identify yourself, place of residence, and interest in the matter. This is required for the public record. Since all meetings are tape recorded, please speak clearly and use the microphone provided.

2. All remarks must be addressed to the Chair. Conversation or debate between a speaker at the podium and a member the audience or staff is not permitted.

3. Please keep your remarks as brief as possible. Focus your testimony on the most important facts you wish to be considered. Avoid duplicating testimony provided by others.

4. Planning Commission hearings can involve highly emotional issues, so it is important that all participants conduct themselves with courtesy, dignity and respect.

5. Whenever possible, written testimony should be presented as well as oral. Written testimony can be submitted for Planning Commission consideration in advance of the actual hearing date.

3. CASTANEDA RESIDENTIAL USE PERMIT #X-92-42

Public hearing on a use permit to allow the replacement of a third residential unit at 709 South "C" Street in the C-R, Restrictive Commercial zone.

4. BONADELLE ANNEXATION #II-92-01 AND PREZONING #I-92-07.

Public hearing on a request to annex to the City of Madera 80 acres of land located on the south side of Avenue 13 (Pecan Avenue), along the east side of the Parkwood subdivisions, approximately 2,000 feet east of Highway 145 (Madera Avenue). A request for prezoning to PD 4500 will be considered along with a Negative Declaration based on a previously certified Environmental Impact Report.

5. MADERA MUNICIPAL AIRPORT MASTER PLAN.

Continued public hearing on a Mitigated Negative Declaration and the Madera Municipal Airport Master Plan. Recommendations will be made by the Planning Commission for future action by the City Council.

ADMINISTRATIVE REPORTS:

A. Resolution of Appreciation for Herman Perez- review draft

COMMISSIONER REPORTS:

ADJOURNMENT: To January 12, 1993 at 6:30 p.m. - regular meeting.

FINDINGS:

- THE PROPERTY ADJOINS THE CITY LIMITS ON THE NORTH, AND THE PROPERTY IS PLANNED FOR RESIDENTIAL USE UNDER THE GENERAL PLAN AND PARKWOOD - SAYRE RANCH - EASTGATE SPECIFIC PLAN.

- CITY SERVICES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE PROPERTY.

- THE PROPERTY IS LOCATED WITHIN THE CITY'S SPHERE OF INFLUENCE AND URBAN DEVELOPMENT BOUNDARIES.

CONDITIONS:

1. THE PROPERTY OWNER SHALL MAKE AN IRREVOCABLE OFFER-OF-DEDICATION OF 10 FEET ALONG THE SOUTHERLY SIDE OF AVENUE 13 (PECAN AVENUE) TO ALLOW FOR A 100 FOOT RIGHT-OF-WAY FOR FUTURE STREET PURPOSES. (PLAN CONSISTENCY AND MITIGATION MEASURE)

COMM. HAGOPIAN SECONDED THE MOTIONS, AND IT WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. LARSEN, HAGOPIAN, NABORS, MC CLURE AND CHAIRMAN THORNTON. NOES: NONE. ABSENT: COMM. ROACH.

A recess was called at 8:30 P.M. and the meeting was reconvened at 8:40 P.M.

5. MADERA MUNICIPAL AIRPORT MASTER PLAN.

Continued public hearing on a Mitigated Negative Declaration and the Madera Municipal Airport Master Plan. Recommendations will be made by the Planning Commission for future action by the City Council.

Chairman Thornton introduced the item and Interim Community Development Director Larry Red presented the staff report. This hearing has been scheduled to allow review of the Airport Master Plan by the Commission, and to allow development of recommendations to the City Council. The Planning Commission's role in reviewing the Plan should focus on the land use issues. The Plan's relationship to the General Plan and Specific Plan No. 1 should be of primary concern. Operational aspects of the Plan are primarily the responsibility of the Airport Advisory Commission and the City Council, although their relationship to land use may be secondary issues for evaluation.

Specific recommendations should be developed in regard to the conclusions of the report and for future implementation of the plan. The future for the airport, and the types of improvements which should be made. The land use compatibility aspects of the report are the most significant from a planning perspective, and recommendations should focus on the land use policies developed for the various compatibility areas identified by the report. The Commission can also make proposals regarding plan implementation, such as

adoption of more precise planning documents, and zoning code provisions.

The Plan has already been the subject of numerous hearings and the Planning Commission came very close to completing its review two years ago. The primary remaining concerns were airport design issues related to potential environmental impacts. Those concerns ultimately led to inclusion of many aspects of the Master Plan into the General Plan, along with an analysis as a part of that Environmental Impact Report. Although some consensus was reach regarding some of the land use compatibility areas, final determinations will now have to be made based on the new General Plan.

Staff's review of the 1992 General Plan Land Use designations for the area indicates consistency with the recommendations made for the individual compatibility areas. The Master Plans land use recommendations were based primarily on Specific Plan No. 1, and that Plan remains consistent with the new General Plan.

At this point, other than a few minor typographical corrections, Staff is satisfied with the Plan. The one land use area which may need some revision is Area #4. Since the new General Plan has eliminated any Low Density Residential in that area, the discussion about an alternative residential land use could be deleted.

Staff's recommendation, along with that of the Airport Advisory Commission, continues to be for approval of the Madera Municipal Airport Master Plan. The recent General Plan hearing process has not changed our position, and the actions taken on that Plan relative to land use designations generally coincide with the Master Plan's recommendations. As indicated in the Airport Supervisor's Memorandum, approval of the Plan is required in order to close out the current FAA Grant, and allow new Grant Applications to be filed.

Comm. Hagopian commented that the City has a Land Use Plan with the new General Plan and if the Commission has any suggestions regarding land use around this area would not be a recommendation for the Airport Plan but really would be a recommendation to amend the General Plan. Approving the Airport Master Plan relative to the Land Use Plan is a done deal.

In responding to Comm. Hagopian's comment, Interim Community Development Director Red said the first step would be to identify the land uses that the Commission feels would be appropriate in specific areas and if that happened to require an amendment to the General Plan, that might be the outcome.

Comm. Hagopian further commented that he felt that the Commission had gone over both the Airport Master Plan and the General Plan, and he really doesn't want to amend the General Plan right away. In his opinion, the Land Use Element is a done deal and he doesn't even know if the Commission needs to vote on that.

Discussion ensued among the Commissioner's as to whether or not they needed to even vote on this.

Chairman Thornton opened the public hearing and called on the audience for public input.

Mitchell Rigby, Attorney appearing on behalf of Ron & Steven Cloud and their respective families with respect to their property which is not included in the General Plan so any vote that the Commission takes with respect to Area #8 for land use or land compatibility for this purpose is not dealt with on the General Plan. He noted that the Commission had voted for land use in Area #8 and particularly the Cloud property at its November meeting in 1991. Mr. Rigby stated that there were certain concerns expressed in the Airport Master plan as regards the Cloud property. In Figure 14 which appears on page 72 of the plan, the Hodges & Shutt organization has superimposed over the corner of Road 23 and Ave. 16 a circular configuration and labeled this "Single Event Noise Concerns". No where in the report, however, is a definition of a "Single Event Noise Concern". He believes that this particular map and the extension of that circle is arbitrary and capricious and is not before the Commission properly and there is no way for the Commission to consider properly any sort of Single Event Noise Concern because it is not identified or defined in the Report.

He further added that at the Commission meeting on January 23, 1991, there was an attorney who is an expert on airports by the name of Peter Axelrod. Mr. Axelrod came before the Commission and explained, among other things, that the crop dusters are restricted to 1000 feet over the City and that the City may be properly protected by Avigation Easements. These easements would be required prior to anyone doing any development at the area and any subsequent purchaser would be required to sign on to do that. Avigation easements will guarantee that people who buy in this area will know what they're getting into.

Mr. Rigby further mentioned that there has been no expression of hazard to flight with respect to residential development in the Cloud property in Area #8. There's been no real definition and no real problem with respect to ground safety with respect to Area #8. It has been his position all along that something that the City did some time ago which was a magnate for development, which was the golf course. He stated that people will want to move near the golf course somewhere in the future.

Mr. Rigby, referring to a map of the runway's and as regards the ILS system, noted that on runway #30, if a straight-in approach were used, it would go right over Thomas Jefferson Jr. High School and if it was extended further, it also goes over Madera High School. His personal peeve with respect to this thing, he sees no benefit to the citizens of Madera to have that kind of activity in Madera.

He presented two prepared Motions to each of the Commissioner's at this point which in effect read:

Motion A: Refers to the previous action of the Commission. The Commission had elected to have PD 12000, Residential Development, at the Cloud property at Area #8 at such time it becomes appropriate giving certain considera-

tions for over-flight of the area. (Took place at the meeting of 11-13-90 as corrected by the Commission on 1-23-91.

Motion B: Refers this on and will consider Area #8 on a case-by-case basis.

Mr. Rigby urged the Commission to remain consistent with what the Commission had found previously and that they go ahead and approve the Plan with respect to land use development and land use compatibility as they have already and that is letting Area #8 have PD 12000 or better as it currently exists.

Discussion ensued between Mr. Rigby and Comm. Hagopian regarding what took place in November of 1991 as regards Area #8. The discussion ended with Comm. Hagopian making the comment that Area #8 not be on the General Plan Map since there was no capital improvement plan for this area. Mr. Rigby asked if this was even in respect to the Airport Master Plan and Comm. Hagopian said yes. Mr. Cloud speaking from the audience said that that would be okay with him. Mr. Rigby also concurred.

Comm. Larsen stated that Area #10 is not part of the General Plan either and neither is Area #8 and asked Comm. McClure if they should also remove these two areas and all references in the Airport Master Plan. Comm. McClure commented that it seems to him that the Commission is dealing with two separate documents, the General Plan and the Airport Master Plan and he doesn't know if they need to exclude anything as its a part of the Airport Master Plan. He further stated that he feels that the Commission needs to make a decision as to what they want to do with that land.

Comm. Mc Clure observed that regarding the vote that was taken back in November, 1991, he was under the impression that this vote was merely an internal vote so that the Commission could sort this thing out and go through each section of the Airport Master Plan and then come back with some kind of semblance to make a motion on the entire thing. He further went on to say that the vote on the land use that Mr. Rigby keeps talking about was really not a vote that said that was what the Commission wanted it to be; this was an internal vote for the Commission to compile the information that they needed for the Airport Master Plan.

Jim Taubert, Berry Construction, commented that there is nothing new that he could add but he wanted to point out that the land owners in and around the area of the N.W. Quadrant have spent thousands of dollars on consultants in terms of engineers, architects, etc., and he feels that it speaks for the strength of the Plan that it was able to withstand such scrutiny with absolutely no changes. He further stated that he feels that it speaks for the lack of objectivity of Staff since they chose not to address any of the issues that were brought up by these consultants.

Mr. Taubert submitted a suggestion to go with Motion 2-A, with addition of Low Density Residential as an allowable use for Area #4 and also for Area #6 and delete all references to extended approach zones in areas south of Ave. 15-1/2.

Gary Giersch, 421 No. "I" Street, expressed confusion as to why the Airport Master Plan recommended the purchase of the remaining portions of Area #1 and not recommend the purchase of Area #2. He stated that he would like this question answered. He further commented that he felt that none of the problems in the Airport Master Plan E.I.R. have been addressed such as: I.L.S. system, overflight, the extension of the runway, the increase in size of the airport; these things have no impact upon the City?

Comm. McClure commented that what the Commission does in these meetings does not preclude the property owners from negotiating with the City to buy their land. Nobody said that the Commission didn't want them to sell their land. The property owners can negotiate to sell their property at any time.

Mr. Giersch rebutted by saying that the Airport Master Plan recommends buying the remainder of Area #1 and does not recommend buying Area #2. Yet the City's General Plan and the Airport Master Plan has recommended that Area #2 be reserved and set aside all the way down below Cleveland Avenue. The property owners are trying to say, "If you want my land, buy it". But there's no one rushing out there with a check to buy the land. If the Commission approves the Airport Master Plan tonight, then the Commission is approving it as is with no changes just as it was written two years ago.

John Barzachinni, 1972 Sundance Lane, stated that he agrees with Mr. Giersch in that there are a lot of people who have spent a lot of money for architects, etc., but the people that he is referring to are the homeowners in that area (Pheasant Run). He feels that the real estate agents misrepresented the facts about the homes in that area. He further stated that in his opinion, the Airport Master Plan has fulfilled the commitment made to them when they bought their homes. He stated that he would like to see the Airport Master Plan passed as is.

Jim Reid, 2434 Beechwood Way, states that he makes his living in aeronautics. He believes that the property owners/buyers should have read the real estate papers or had an attorney explain the papers to them before buying in that area (Pheasant Run). He himself lives in Pheasant Run and the noise from the plane traffic does not bother him in the least; he enjoys it as it means money to him (it's his living). He doesn't want the Airport Master Plan passed as is. In response to Comm. Hagopian's question, Mr. Reid said the lengthening of the runway would allow for the operation of bigger and noisier aircraft. He would like to see the runway lengthened for safety reasons.

Steven Cloud, owns 1,000 acres of grapes and pays lots of money in the County in property taxes. Doesn't think that he and other large property owners are not being treated fairly. Is very upset with the Commission's vote and thinks that the Airport Master Plan went too far when it included too much land with restricted land use.

Dave Berry, 1837 Howard Road, urged the Commission to protect and save the airport. He feels that the airport is a viable part of the community and it will be here for as long as anybody can see

and it shouldn't grow much in the next several years. Would like the Commission to recommend to the City Council to amend the Airport Master Plan to be consistent with what the Commission had recommended to them three or four weeks ago. Spoke about how he feels that Staff became personally involved in trying to get Berry Construction and not in what was good for Madera.

Dave Galleano, 509 No. Schnoor, private airplane pilot, remarked that he believes that the Community needs to work together again. He added that he thinks that avigation easements are the correct way to do things but they need to be written in 3rd grade English. Madera needs to go forward and instead, we're going back.

Dan Whistler, 415 Camden Way, Chairman of the Airport Advisory Commission, states that Madera is dealing with a document that is supposed to be comprehensive in nature, and it is. He further noted that the Airport Master Plan has been developed through a lot of input from the consultant, the public hearings, through joint meetings with the Commission and the Council to allow the public input. It also has to be flexible and feels there is quite a bit of flexibility in this document. Mr. Whistler reflected that this document was originally started four years ago, December - 1988. He states that he would like this document to be approved as is.

Mr. Whistler addressed the issue of single event noise level in regards to the Cloud property and he agrees that there is a real problem. As regards the ILS system and the runway extension, he feels that the comments that have been made, are not accurate. The areas that were discussed in Area #8, he feels that they be left in the Airport Master Plan.

Mr. Whistler states he would like to go on record regarding the comments that nobody has really gone to the property owners, to the people directly and financially involved in these properties, he states that he and the past and present Airport Supervisors have been actively involved in asking the FAA for grant monies and have filed pre-grant applications. Most recently, he has had contact with the FAA office which would distribute the money that the airport may be on line in the next six to 8 eight months to buy land around the airport. The Airport Advisory Commission is actively and aggressively applying for funds and getting things moving along as quickly as possible so that they can go into negotiations with these property owners. He further stated that he and the Advisory Commission needs to go through and identify the parcels of land that they want the FAA to look at for their funding.

In response to Comm. Mc Clure's question, Mr. Whistler stated that as regards Area #2, as he's stated before, the Airport would like to purchase this area with FAA money. He further stated that the FAA assures him that they are in line for the funds, etc.

Comm. Hagopian voiced his concerns that perhaps the Airport could become a training facility if the level of service is expanded. He remarked that he is opposed to an expansion of the use of the airport that is disproportionate to the needs of the town. In response, Mr. Whistler stated that there are benefits to having an extended runway or a more precise landing system at the airport.

One of the benefits is Madera does attract a level of business use (corporate, jet, etc.) that is not based here but they fly in, drop off a couple of executives from Hueblein or whatever, etc., and that is the direct benefit that Madera receives by having the accessible airport that has a good Clear Zone, a good runway protection zone and, hopefully, a much better instrument landing system. The people that come here will, hopefully, buy a couple of hundred gallons of aviation fuel which funds the Airport operating budget. The tax payers aren't supporting the airport operations; it's all self supporting.

Mitchell Rigby, speaking from the audience, asked Mr. Whistler if there were any plans being made to purchase the Cloud property. Mr. Whistler responded that he rather doubted it would fall into the FAA's criteria. Mr. Rigby then referred to the large circle that appears on the map which covers quite a bit of his clients land (Cloud property) and stated he would like to know why this circle is the size that it is. Mr. Whistler stated he would ask the consultants about this. Mr. Rigby then inquired if Mr. Whistler would recommend this Airport Master Plan without any changes and Mr. Whistler responded that he would.

In response to Mr. Rigby's question, Mr. Whistler asked the City Attorney, Axel Christiansen, if they were dealing with the Airport Master Plan in conjunction with the Environmental Impact Report. Mr. Christiansen stated he didn't know. Interim Community Development Director Red remarked that there were no changes in the text of the plan as the result of the General Plan E.I.R. There were mitigation measures adopted in conjunction with the General Plan E.I.R. Those mitigation measures as they would apply to the Airport Master Plan would be adopted along with certification of the environmental review for the Airport Master Plan and would be applicable to the Airport Master Plan and its operations, whatever those mitigation measures might be.

Jim Taubert, speaking from the audience, commented that he or his office has never had an argument against the airport, and the whole controversy is not centered around Area #1 and #2. What they are wondering is how this proposal for the airport precludes development basically in this whole area. Spoke about the inconsistency of the noise concerns in and around other areas of the airport. Mr. Whistler responded that the traffic pattern lies along the west side of the runway. It is not a fixed line on the ground that the planes fly over.

Gary Giersch, speaking from the audience, asked Mr. Whistler if it was not true that if the ILS system would be applied for from the FAA and approved, that they would require the runway to be extended and if they funded the ILS system, the Airport Commission would be required to open the airport to outside aircraft. Mr. Whistler responded that it was not true that the FAA would require the runway be extended if they funded the ILS system and the airport would not have to be opened to outside or training aircraft.

Comm. McClure commented as to whether the acquisition of Area #2 should be included as a part of the Plan.

Comm. Larsen stated that the approach does not need to extend south of West Cleveland Avenue, and the document is an overkill in that regard. He asked Mr. Whistler if he was saying that he doesn't want an avigation easement below the Fresno River and Mr. Whistler responded that it had been decided that they didn't need them.

In response to Comm. Larsen's question, Interim Community Development Director Red said the current adopted Airport Master Plan called for avigation easements.

There being no further speakers, the Chairman closed the public hearing.

Comm. Hagopian inquired of Interim Community Development Director Red is it correct that if the Planning Commission continued their hearings on the Airport Master Plan a couple of years ago so the Environmental Impact Report for that plan could be incorporated into the E.I.R. for the General Plan and the E.I.R. that's been approved for the General Plan governs the Airport Master Plan. Interim Community Development Director Red responded that it does. Comm. Hagopian then asked if the mitigation measures are already included in the E.I.R. that was approved for the General Plan. Interim Community Development Director Red responded that that was right. He further commented that the Planning Department took excerpts from the General Plan E.I.R. and the City Council's resolution certifying the E.I.R. that deal with the significant impacts that were identified and their mitigation measures and those were included as a part of the Planning Commission's packet in terms of the environmental review.

Comm. McClure asked Interim Community Development Director Red if it is necessary that the Planning Commission say anything in way of recommendations to the City Council that the property in Area #2 should be purchased. Interim Community Development Director Red responded that the Planning Commission could make a recommendation to the City Council that the text reflects revisions relating to expanding the area to be considered for acquisition. The recommendation relative to acquisition is limited as the current text reads and there are merely easements mentioned over most of that property rather than outright acquisitions.

Discussion ensued among the Commissioners relative to the future uses of the airport such as preparing it for 747's, etc. Also, Commissioners feel that whatever they decide and recommend, the City Council will do whatever they feel anyway.

COMM. MC CLURE MOVED TO RECOMMEND TO THE CITY COUNCIL THE CERTIFICATION OF THE MITIGATED NEGATIVE DECLARATION WITH THE FINDINGS THAT MITIGATION MEASURES HAVE BEEN DEVELOPED AND APPROVED FOR THE SIGNIFICANT IMPACTS IDENTIFIED BY THE GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, AND THE INTENT OF THE PLAN IN PROTECTING THE FUTURE OF THE AIRPORT WILL MITIGATE POTENTIAL IMPACTS ON SURROUNDING PROPERTIES AND LAND USES.

THE MOTION WAS SECONDED BY COMM. HAGOPIAN AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. MC CLURE, HAGOPIAN, LARSEN, NABORS AND CHAIRMAN THORNTON. NOES: NONE. ABSENT: COMM. ROACH.

COMM. MC CLURE MOVED TO RECOMMEND THE CITY COUNCIL ADOPT THE MADERA MUNICIPAL AIRPORT MASTER PLAN WITH THE REVISION OR ADDITION REGARDING ACQUISITION OF AREA #2 RELATIVE TO PLAN IMPLEMENTATION, IN ADDITION TO THE VARIOUS MINOR CORRECTIONS AS HAVE BEEN NOTED BY THE AIRPORT ADVISORY COMMISSION.

There was no second and the motion died.

COMM. NABORS MOVED TO RECOMMEND THE CITY COUNCIL ADOPT THE MADERA MUNICIPAL AIRPORT MASTER PLAN SUBJECT ONLY TO THE VARIOUS MINOR CORRECTIONS AS HAVE BEEN NOTED BY THE AIRPORT ADVISORY COMMISSION.

Comm. McClure asked Comm. Nabors if he would accept payment to land owners if FAA would approve the purchase of the land and Comm. Nabors answered that Areas 4 & 5 would be excluded and he further stated that as he understands it, the FAA won't purchase anything that isn't in the protected zone.

City Attorney Axel Christiansen stated that the FAA won't subsidize it. He further stated that he knows that the Planning Commission wants to see the property owners protected and the property owners will be protected if in reaching the ultimate solution, the Council precludes any use of their property. In which case, the City will be responsible for compensation.

THE MOTION WAS SECONDED BY COMM. MC CLURE AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. MC CLURE, NABORS AND CHAIRMAN THORNTON. NOES: COMM. LARSEN AND HAGOPIAN. ABSENT: COMM. ROACH.

ADMINISTRATIVE REPORTS:

Commissioners discussed the Resolution of Appreciation for Commissioner Herman Perez and found it acceptable.

COMMISSIONER REPORTS:

None were offered.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:50 P.M.

ROSS THORNTON, CHAIRMAN

DAWN DES ROSIERS, RECORDING SECRETARY

**Exhibit I:**

Madera City Council Meeting Minutes of March 1, 1993

MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL
CITY OF MADERA, CALIFORNIA

City Hall
Council Chambers

March 1, 1993
6:30 p.m.

The meeting was called to order at 6:30 p.m. by Mayor Wells.

A. ROLL CALL: Present: Mayor John W. Wells
Mayor Pro Tem Marc Scalzo
Councilmember Patrick M. O'Rourke
Councilmember Sam Armentrout
Councilmember Herman Perez

Others Present: Dan Curtin, Legal Counsel for Airport Master Plan

Also present were Interim City Administrator Ron Manfredi, Deputy City Clerk Evonne Stephenson, Community Development Director Larry Red, City Engineer Frank Stambach, and City Attorney Axel Christiansen.

PLEDGE OF ALLEGIANCE: Councilmember O'Rourke

INVOCATION: Pastor C. Doug Johnston
Madera Baptist Church

PUBLIC COMMENT: The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council.

Darren Schmall of the AgriBusiness Committee of the Madera Chamber of Commerce spoke of the importance of agriculture in our community and invited the Council to attend their luncheon during Agriculture Week, March 15 through 19, 1993 at Round Table Pizza Restaurant.

INTRODUCTIONS:

Fire Department:

Paul Helm, Fire Captain - Promoted 2/09/93
Greg Grizzell, Fire Captain - Promoted 2/09/93

Fire Chief Gray Crabtree introduced and congratulated the newly promoted Captains and their wives. Chief Crabtree commended the Captains for their work and Mrs. Helm and Mrs. Grizzell for the support they have given their husbands.

Public Works Department:

Brian Kujawski, Maintenance Worker II, Street Division, hired 1/16/93

Richard Denney, Maintenance Worker II, Street Division, hired 2/18/93

Mike Reyes, Maintenance Worker II, Dewer Division, hired 2/22/93

Public Works Director Dave Chumley introduced the men and presented a brief work history for each one.

PRESENTATION: Officer of the Year - Daniel Campos

Police Chief Bill Colston introduced Officer Campos and reviewed the undercover narcotics work that Officer Campos has been involved in for the past year resulting in 85 drug arrests and 65 convictions thus far. Chief Colston congratulated the officer and commended him for a job well done.

Mayor Wells read the proclamation naming Officer Campos as Officer of the Year and presented him with a plaque.

B. CONSENT CALENDAR

B-1 Approval of Minutes: February 16 & 22, 1993

B-2 Register of Audited Demands: March 1, 1993

B-3 Resolution - Declaring Weeds, Rubbish or Refuse Constitute a Public Nuisance and Shall Be Abated and Setting Public Hearing Date

B-4 Resolution - Confirming Appointment of Harold E. Nabors, Michael H. Westley and Carl Hubert Richey to the Planning Commission of the City of Madera

B-5 Proclamation - Loyalty Day, Veterans of Foreign Wars

B-6 Claim - Charles E. Fryer

Item B-6 was pulled from the Consent Calendar until further notice.

Resolution Nos. 93-11 and 93-12 were read by title by the Deputy City Clerk.

On motion by Councilmember O'Rourke, seconded by Councilmember Scalzo, further reading was waived and RESOLUTION NO. 93-11, A RESOLUTION DECLARING THAT WEEDS, RUBBISH, OR REFUSE UPON OR IN FRONT OF CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF MADERA CONSTITUTE A PUBLIC NUISANCE AND THAT THE SAME SHALL BE ABATED, AND SETTING A PUBLIC HEARING IN CONNECTION THEREWITH was unanimously approved.

On motion by Councilmember O'Rourke, seconded by Councilmember Scalzo, further reading was waived and RESOLUTION NO. 93-12, A RESOLUTION APPOINTING CARL H. RICHEY AND HARRY E. NABORS AND MICHAEL WESTLEY TO THE PLANNING COMMISSION OF THE CITY OF MADERA was unanimously approved.

On motion by Councilmember O'Rourke, seconded by Councilmember Scalzo, the balance of the Consent Calendar was unanimously approved.

C-1 Continued Public Hearing on Airport Master Plan

Community Development Director Larry Red stated that he had nothing further to add to his remarks made at previous meetings relative to the Airport Master Plan. He then introduced Mr. Dan Curtin, Legal Counsel for the Airport Master Plan. Following a brief presentation, Mr. Curtin responded to questions by Council.

Mayor Wells opened the public hearing.

Denslow Green and Mitchell Rigby spoke in opposition to the Airport Master Plan as it related to their clients' interests. John Barzacchini, Dan Whistler, Bill Newburn and Jon Basila spoke in support of the Plan.

Councilmember Perez moved to leave the Cloud property off the Airport Master Plan. Mayor Wells seconded the motion, and the motion carried by the following vote: Ayes: Councilmembers Armentrout, Perez and Mayor Wells. Noes: Councilmembers Scalzo and O'Rourke.

Councilmember Scalzo moved to rescind the previous motion and to deal with the Airport Master Plan Land Use issues around the airport rather than tell something to go away. Councilmember O'Rourke seconded the motion, and it failed by the following vote: Ayes: Councilmembers Scalzo and O'Rourke. Noes: Councilmembers Armentrout, Perez and Mayor Wells.

Councilmember Scalzo moved to approve the Airport Master Plan at this time and take up the General Plan issue at a later time on this agenda tonight. Councilmember Perez seconded the motion with an addition of item #4 which would read that the Madera City Council hereby direct the Airport Advisory Commission, Airport staff and landowners in the affected area to meet and bring to the Council specific recommendations on land use designations. Further, that the Council also ask the Airport Land Use Commission to stay specific plan recommendations until such time as this group has brought to Council, within three months, some very specific recommendations on land use.

Councilmember Scalzo said he had no problem with the addition, but he did want to direct staff on the next agenda item to sit down and start negotiations. He asked Councilmember Perez if his statement directed negotiations to start in this document or should it be addressed in the next item which addresses the airport. Councilmember Perez said he felt it should be with the next item.

Councilmember Scalzo asked Councilmember Perez to read his addition to the motion once again. Councilmember Perez complied. Councilmember Scalzo said he would accept the amendment if he could amend it a further to designate the Chairman of the Air-

port Advisory Committee, Mr. Whistler, Mr. Chumley and Mr. Scheider from the airport to be represented on that discussion. He requested they be appointed by resolution as Council's representatives, and he felt these representatives were more appropriate than the full Airport Advisory Committee. Councilmember Perez agreed. Councilmember Scalzo seconded Councilmember Perez's motion. Then he said he would amend his motion to Perez's amendment.

Councilmember O'Rourke asked for clarification as to whether the motion was holding in abeyance the land use recommendations in the document being adopted or suggesting that it come back at the General Plan level to begin any amendment there.

Councilmember Perez responded that he was not amending any of the recommendations in the Plan. The proper procedure would then be to come back to the Planning Commission with General Plan amendments, then to Council.

Community Development Director Red stated that the resolution should also be amended to reflect Council's action to delete the Cloud property from the land use compatibility area #8.

Councilmember Scalzo clarified that Council is approving this plan with the understanding that the land use issues are going back through the Planning process.

Resolution No. 93-13 was read by title by the Deputy City Clerk and further reading was waived.

Mayor Wells called for a vote, and RESOLUTION NO. 93-13, A RESOLUTION OF THE MADERA CITY COUNCIL CERTIFYING THE MITIGATED NEGATIVE DECLARATION AND ADOPTING THE MADERA MUNICIPAL AIRPORT MASTER PLAN was unanimously adopted.

A recess was taken from 8:10 p.m. and reconvened at 8:16 p.m.

C-2 Public Hearing to Solicit Comments Regarding an Application to the Department of Housing and Community Development for a Block Grant

Community Development Director Red presented the staff report, and Bill Snow of the Economic Development Commission added brief comments and responded to questions by Council.

On motion by Councilmember Scalzo, seconded by Councilmember O'Rourke, approval in concept of the City's participation with Madera County in a Community Development Block Grant application to establish a revolving loan fund for economic development carried unanimously.

D. WRITTEN COMMUNICATIONS

There were none.

E. ADMINISTRATIVE REPORTS

E-1 Selection Weed Abatement Contract and Approval of Weed and Nuisance Listing to Mail

Battalion Chief Beck presented the staff report stating that the prediction is for 125 parcels to be abated this year. He said that there have been only two bidders for the program out of twenty bid sheets mailed out. Chief Beck stated that the low bid for 1993 is Mr. Sam Anderson who bid $35 per hour for tractor work with a $70 minimum per parcel compared with last year's of $30 per hour and a $30 minimum per parcel. He said staff recommends that Council adopt a resolution awarding the contract for Weed and Public Nuisance Abatement for 1993 to Sam Anderson.

On motion of Councilmember Armentrout, seconded by Councilmember Scalzo, Council accepted the bid of Sam Anderson and authorized staff to retain Mr. Anderson to perform such work as may become necessary during the year. The motion carried unanimously.

E-2 Land Acquisition at Madera Airport Appraisal Plan of Action and Milestones (P.O.A.& M.) and Appraisal Funding Procedures

Sam Scheider, Airport Supervisor, presented the staff report, and responded to questions by Council.

Councilmember Scalzo moved to:

1. Approve the P.O.A.& M., authorization for request proposal for an appraiser and authorization to enter into an agreement with Madera for the services of a negotiator.

2. Approve a $150,000.00 loan from the General Fund to match the FAA Grant.

3. Appropriate $150,000.00 from the General Fund Reserve to a special account to be determined by the Finance Director to be used as matching funds.

4. Authorize the City Finance Director to work out a two or three year payment plan from the Airport 15 Fund to reimburse the General Fund. This 15 Fund balance is sufficient to cover this expense. Payback details will be submitted to the Council for approval at the next meeting.

5. Direct the Airport staff, City Administrator and the Chairman of the Airport Advisory Committee to review proposals of developers regarding grants of property for runway protection and inner approach zones in conjunction with such grantors prospective applications for modifications of the City's General Plan to accommodate such grantors development of the balance of their properties.

The motion was seconded by Councilmember O'Rourke.

Resolution No. 93-14 was read by title by the Deputy City Clerk.

On motion by Councilmember Scalzo, seconded by Councilmember O'Rourke, RESOLUTION 93-14, A RESOLUTION APPROPRIATING THE SUM OF $150,000.00 FROM THE UNAPPROPRIATED RESERVE OF THE GENERAL FUND TO THE AIRPORT FUND FOR USE AS A MATCHING AMOUNT IN CONNECTION WITH FAA GRANT was unanimously adopted as modified.

E-3 Budget Calendar/Budget Workshop

City Administrator Manfredi stated that the Budget Workshop is scheduled for March 11, 1993 at 6:30, and reviewed the items that will be presented to Council. He stated that this is informational only, and no Council action is required.

E-4 Affirmative Action Report

City Administrator Manfredi presented the quarterly hiring report stating that there had been no quarterly report for July through October because of reduced personnel activities.

On motion by Councilmember Scalzo, seconded by Councilmember O'Rourke, the quarterly Affirmative Action Report was unanimously accepted as submitted.

F. COUNCIL REPORTS:

F-1 Water and Sewer Bills - Landlord Notification

Mayor Wells addressed the issue of requiring landlords to pay unpaid water bills which are left behind by their renters. The landlords are requesting notification when the bills first become delinquent, rather than after the renters have moved out. Following discussion, it was the consensus of the Council that a solution to the problem would be for the landlord to request to be billed directly for the water, and for the landlord to collect from the tenants by adding the water cost to the rent.

F-2 Graffiti - Mayor Wells

Mayor Wells went on record as a proponent of the law that requires parents to pay for any damage their child does to any property through vandalism or graffiti. City Attorney Christiansen stated that the Civil Code provides that parents are liable up to $10,000 for graffiti committed by their minors. Responding to Councilmember O'Rourke, City Attorney Christiansen stated if a juvenile obliterated a stop sign, and that was the proximate cause of an accident, then the parents of that juvenile would be liable for considerably more than the value of the stop sign.

Daniel Carrera said he is willing to clean up his neighborhood by painting over the graffiti, he has people to help him.

However, he felt the City needs a person in charge of the effort to clean up the graffiti.

F-3 Police Department Research - Councilmember Armentrout

Councilmember Armentrout stated that a large percentage of graffiti is not gang related. He said he has asked Police Chief Colston to present Council with information on gang related activities, and it will also take into consideration part of the graffiti problem that is associated with gangs.

F-4 Regional Government - Councilmember Scalzo

Councilmember Scalzo reported that Senator McCorquodale is developing a super transportation planning agency which will include the area from San Joaquin County to Kern County to oversee much of the present work that is being done by the local Transportation Commission. Councilmember Scalzo felt that this will only be another large government agency that will take local control away from cities and counties. He was felt that another level of government will be created between the local entities and the Federal and State government when it comes to funding and resources. He requested that a resolution be written in opposition to this new agency.

Councilmember O'Rourke stated that he had requested a resolution in opposition to the decision to not reroute the Amtrak trains onto the Southern Pacific tracks, and the resolution had not been forthcoming. Interim City Administrator Manfredi stated that a resolution was not done because of a misunderstanding, and he would have one available as soon as possible.

REQUEST FOR CLOSED SESSION: At 9:20 p.m. the Council retired to Closed Session to discuss personnel and litigation. The City Attorney submitted a memorandum to the Deputy City Clerk citing Government Code Section 54956.9(a) as the basis for said Closed Session. At 9:41 p.m. the Council reconvened with all members present.

ADJOURNMENT

The meeting was adjourned by Mayor Wells at 9:42 p.m. to March 9, 1993.

Evonne Stephenson
Deputy City Clerk

JOHN W. WELLS, Mayor
City of Madera

**Exhibit J:**

Airport Land Use Commission (ALUC) Meeting of August 4, 2015

**MADERA COUNTY AIRPORT LAND USE COMMISSION**
**AGENDA**

**ALL PERSONS REQUESTING DISABILITY- RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES MAY CONTACT THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT – PLANNING DIVISION AT (559) 675-7821, 72 HOURS PRIOR TO THE PUBLIC MEETING.**

## REGULAR MEETING

**TIME:** **6:30 p.m., Tuesday, August 4, 2015**

**PLACE:** **1st Floor Board of Supervisors Hearing Room, Madera County Government Center, 200 West Fourth Street, Madera, California**

Chairman Ross Thornton

| | |
|---|---|
| Vice Chairman John Reed | Commissioner Larry Pistoresi |
| Commissioner Luis Ceja | Commissioner Thomas Hurst |
| Commissioner Donald Horal | Commissioner Ralph Tonseth |

***All persons wishing to give testimony on quasi judicial items (noted with an *) must sign an oath as supplied by the Planning Commission Secretary.***

## CALL TO ORDER

INTRODUCTION OF STAFF

**TURN OFF ALL CELL PHONES**

## BUSINESS

**Supporting documents relating to the items on this agenda that are not listed as "Closed Session" are available through the Madera County Planning Division website at http://madera-county.com/index.php/planning-home. The documents are also available at the Community and Economic Development Department - Planning Division, 200 West Fourth Street, Madera, CA 93637. Please note that supporting documents may be submitted after the posting of the agenda; please visit the website or the Planning Division for updates.**

## REQUEST FOR COMMENTS FROM THE AUDIENCE

This portion of the meeting is set aside for members of the public to comment on any item within the jurisdiction of the Commission, but not appearing on the agenda. Items presented under public comment may not be discussed or acted upon by the Commission at this time. For items appearing on the agenda, the public is invited to comment at the time the item is called for

consideration by the Commission. Any person addressing the Commission under public comment will be limited to a 3 minute presentation to insure that all interested parties have an opportunity to speak. Also, all persons addressing the Commission must state their name and County of residence for the record.

**ALL MATTERS LISTED UNDER CONSENT CALENDAR ARE CONSIDERED TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION.**

**CONSENT CALENDAR**

Approval of the agenda.

**PUBLIC WORKSHOP:**

**1. COUNTY OF MADERA – AIRPORT LAND USE COMMISSION COMPATIBILTY PLAN**

Public workshop to consider an application of the County of Madera for a comprehensive update of the Airport Land Use Compatibility Plan. This item will be for discussion only and open to the public.

**AIRPORT LAND USE COMMISSION COMMENTS:**

**PLANNING DIRECTOR COMMENTS:**

**TENTATIVE MEETING DATES AND LOCATIONS:**

**Tuesday, September 1st, 2015 @ 6:00 p.m.** - Regular Meeting - 3rd Floor Hearing Room 3005, Madera County Government Center, 200 West Fourth Street, Madera, California.

**ADJOURN:**

Community and Economic Development
Planning Division

Matthew Treber MT
Deputy Director

• 200 W. Fourth St.
• Suite 3100
• Madera, CA 93637
• (559) 675-7821
• FAX (559) 675-6573
• TDD (559) 675-8970
• mc_planning@madera-county.com

**MEMORANDUM**

DATE: July 24, 2015

TO: Airport Land Use Commission

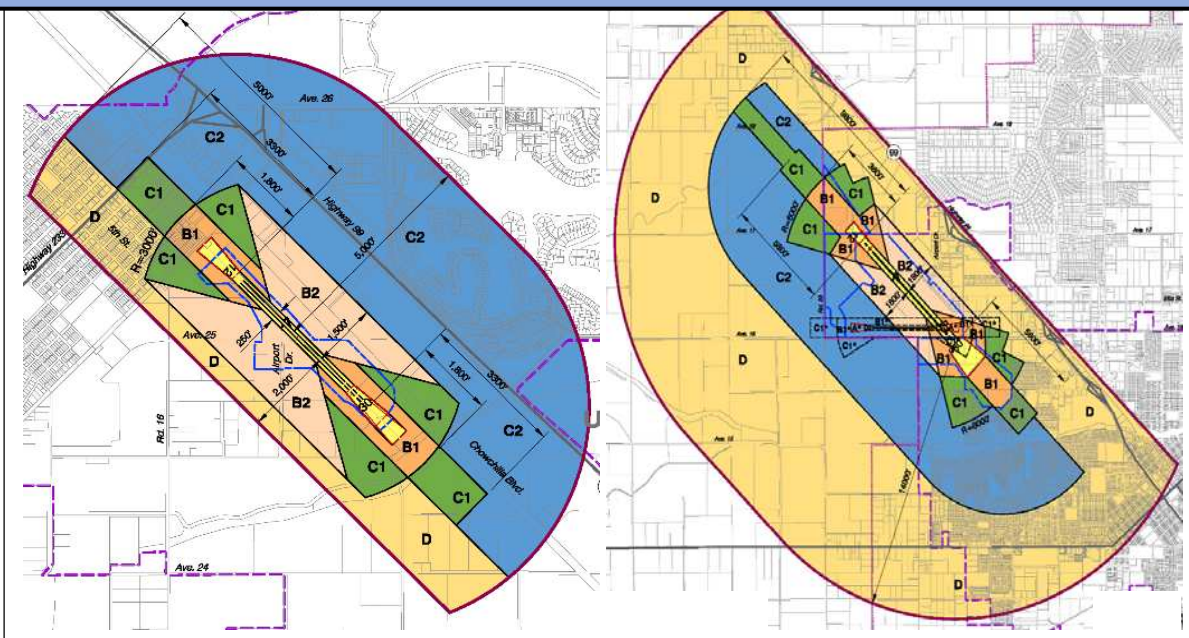
FROM: Norman L. Allinder, Planning Director

RE: Comprehensive Update of the Airport Land Use Compatibility Plan

On September 9, 2014 Madera County Airport Land Use Commission staff entered into a contract with Mead & Hunt to prepare a comprehensive update of the 1993 Airport Land Use Compatibility Plan. There have been significant changes in development patterns surrounding both the Chowchilla and Madera Airports since 1993. There have also been significant changes in State and Federal Laws in regards to Airport Compatibility Planning. The document is tentatively scheduled for final hearing before the Air Port Land Use Commission in September. The County has worked with both the cities of Chowchilla and Madera in drafting the proposed plan, as well as several other stakeholders in the area most impacted by the Airport Land Use Compatibility Plan. The Planning Division has noticed this item strictly as a workshop to take public comments and input from the Commission. The necessary environmental documents are currently being drafted and will be noticed for public comments by the end of July for a 30 day comment period.

DRAFT

# Madera Countywide Airport Land Use Compatibility Plan




**Covering Chowchilla Municipal Airport and Madera Municipal Airport**

July 2015 Public Review Draft