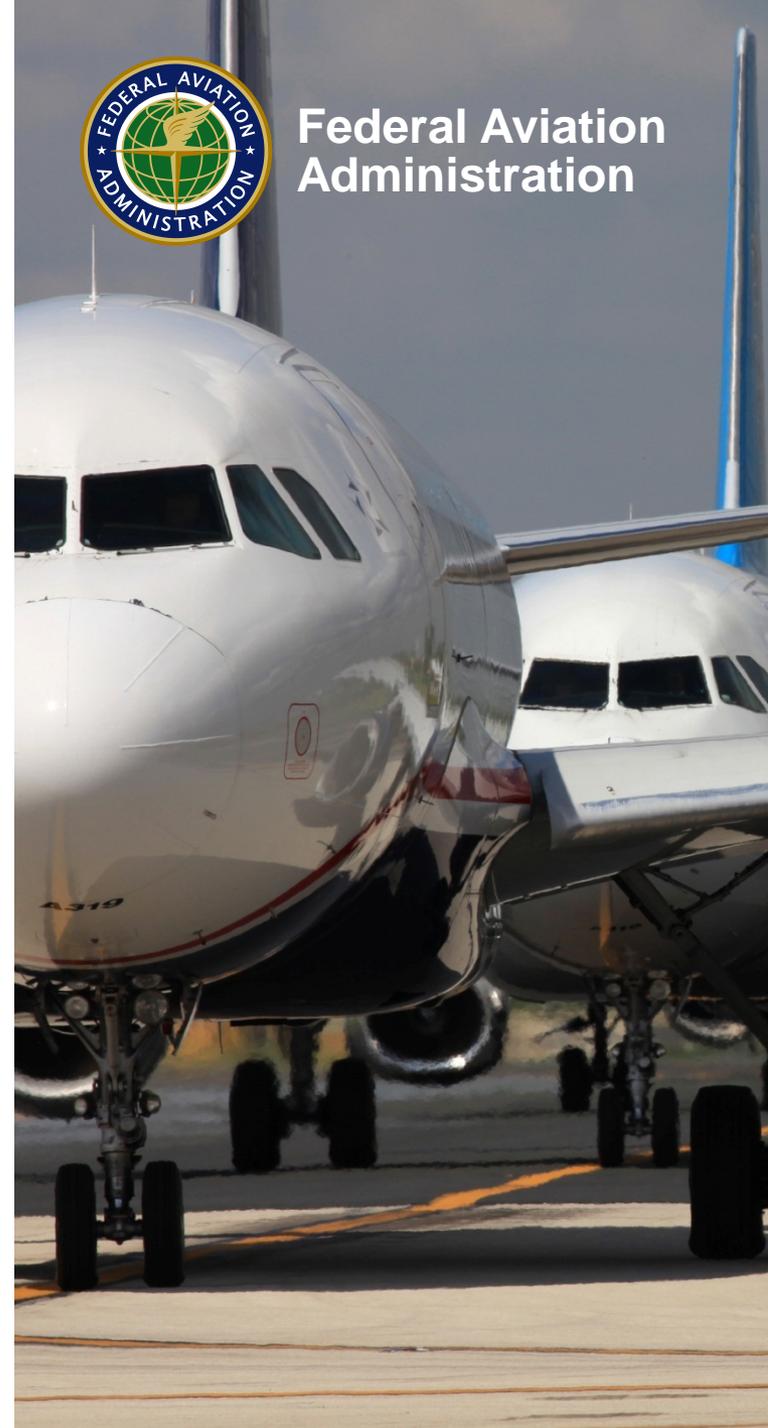


# Airport Compliance Requirements

## Introduction to Compliance



Federal Aviation  
Administration



# AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982

- ◆ **Terminated ADAP**
- ◆ **Established the Airport Improvement Program (AIP)**

# AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982

- **Required airport owners to**
  - ◆ **Charge reasonable fees**
  - ◆ **Make the airport as self-sustaining as possible**



# **ADDRESS AIRPORT USER AND AIRPORT OPERATOR RIGHTS AND RESPONSIBILITIES**

- FAA helps sponsors to**
  - ◆ Voluntarily comply**
  - ◆ Resolve disputes**
- FAA enforces compliance**

# COMPLIANCE

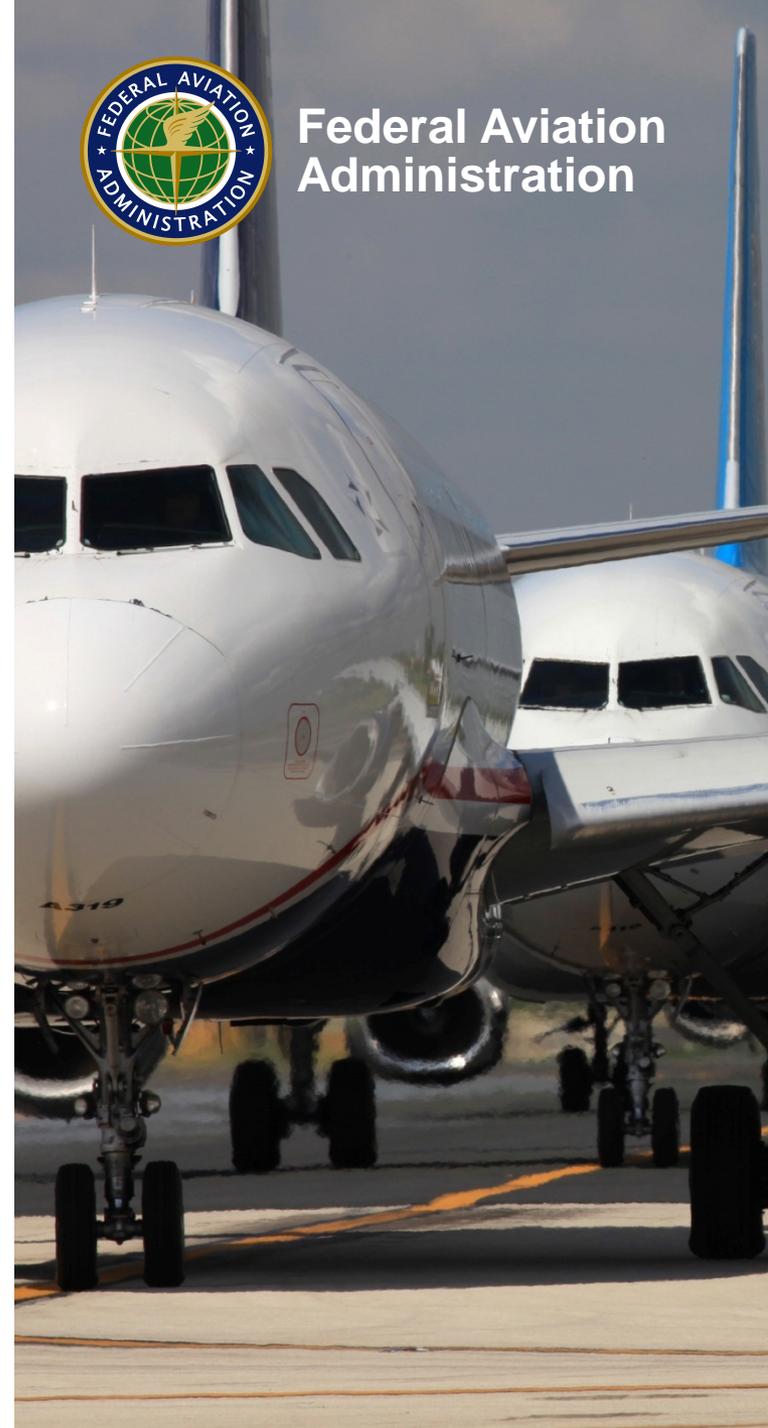
- **Review, at sponsor's request**
  - **FBO leases**
  - ❖ **Airport minimum standards**
  - **Airport management standards**

# Airport Compliance Requirements

Assurances 8, 11, 19,  
20, 21, 24, 25



Federal Aviation  
Administration



# ASSURANCES 8

-  Assurance 8 – Consultations with Users
-  Under Title 49 US Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

# ASSURANCES 8

-  Communicate with Patron about Airport Plans
-  Share the CIP development
-  Signs on fences
-  Close gates
-  Airport location signs on Hwy

# ASSURANCES 11, 19

-  Assurance 11 - Pavement Preventative Maintenance
-  Assurance 19 - Operation and Maintenance



**ACTIVE RUNWAY**

**NO TRESPASSING**

**Authorized Personnel Only**

Unauthorized use of Airport or Tampering  
with aircraft should be reported.

Lake County Sheriff's Office > 406-883-7301

Polson City Police

CSKT / Law and Order

406-675-4700

Notice: Activities in this area are  
being monitored and recorded.

# **COMPLIANCE WITH ASSURANCE 11**

**FAA determines that**

- ✓ pavement maintenance management system is comprehensive and being used**
- ✓ reports of pavement condition are submitted when requested**

## ASSURANCE 19

“The airport and all facilities which are necessary to serve the aeronautical users...shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation.”

## ASSURANCE 19

“It will not cause or permit any activity or action thereon, which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions.”

# DURATION OF ASSURANCE 19

- Facilities to be operated and maintained are
  - ◆ Shown on Exhibit A to the grant agreement
  - ◆ Dedicated for aeronautical use on a current ALP



# DURATION OF ASSURANCE 19

- Obligation remains for the useful life of the most recent federally funded project not to exceed 20 years
- ❖ Obligation remains for land for the life of the airport

# MAINTENANCE PROCEDURES



- Satisfy the requirement for a continuing program of preventive maintenance and minor repair

# MAINTENANCE PROCEDURES

- Structures and paved areas regularly checked and repaired
- Turf areas preserved
- Field lighting and NAVAIDs maintained and aligned

# MAINTENANCE PROCEDURES

- **Segmented circles and wind cones inspected**
- **Drainage structures inspected**
- **Approaches checked**

# COMPLIANCE WITH THE MAINTENANCE OBLIGATION

## Airport owner

-  Understands facilities must be kept safe and serviceable
-  Implements a cyclical preventive maintenance program
-  Has sufficient resources to carry out the program

# BENEFIT TO THE PUBLIC

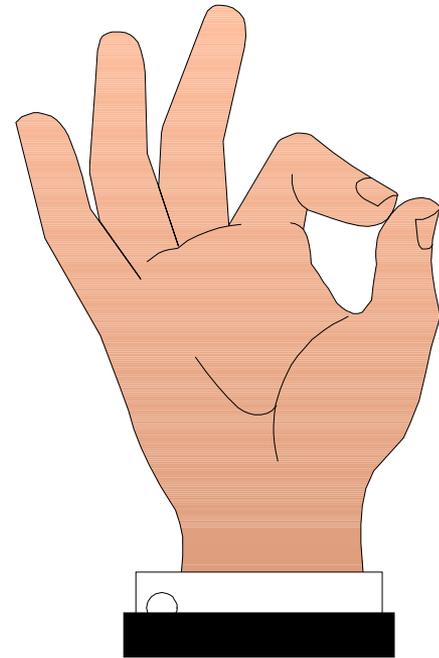
Airport owner should

- 📄 Adopt and enforce rules to ensure safety and efficiency
- 📄 Provide necessary warnings to users



# TEMPORARY AIRPORT CLOSURE

- Closure for non-aeronautical purposes must be approved by the FAA



# TEMPORARY AIRPORT CLOSURE FOR NON-AERONAUTICAL EVENTS

FAA may approve if

- Financial or other benefits will accrue to the airport and local community
- The event and closure of airport has widespread community support

# TEMPORARY AIRPORT CLOSURE FOR NON-AERONAUTICAL EVENTS

FAA may approve if

- Air carriers, aeronautical tenants and the local airport users have been notified of the planned closure and have been given the opportunity to comment

# TEMPORARY AIRPORT CLOSURE FOR NON-AERONAUTICAL EVENTS

FAA may approve if

- Precautions to prevent damage to airport facilities, equipment, navigation aids
- Damages to airport facilities will be repaired quickly – Car Racing?

# TEMPORARY AIRPORT CLOSURE FOR NON-AERONAUTICAL EVENTS

FAA may approve if

- Adequate procedures will be in place to ensure the safety of concurrent aircraft and airport operations and for event officials, participants, and spectators



## ASSURANCE 20

The sponsor

“...will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport...will be adequately cleared and protected...”

(continued on next slide) <sup>26</sup>



## ASSURANCE 20

The sponsor

“...by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.”

# COMPLIANCE WITH ASSURANCE 20

- No hazards to air navigation in the immediate vicinity of the airport over which the airport owner has jurisdiction

# COMPLIANCE WITH ASSURANCE 21



Source: Aviation Week



## ASSURANCE 21

The sponsor

“...will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes consistent with normal airport operations...”

## ASSURANCE 21

“In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.”

# COMPLIANCE WITH ASSURANCE 21

- No incompatible land uses in the immediate vicinity of the airport over which the airport owner has jurisdiction – City Dump / Weapons Firing, etc.

# COMPLIANCE WITH ASSURANCE 21



Source: FAA



Source: [www.airparks.com](http://www.airparks.com)

# ASSURANCES 24 AND 25

Requirements of and allowable/ non-allowable airport sponsor actions under



Assurance 24 -  
Fee and Rental Structure



Assurance 25 - Airport Revenues

# REVENUE GENERATION AND USE

- FAA will evaluate whether aeronautical fees and rents are consistent with Assurance 24 obligations



# ASSURANCE 24

The sponsor  
“...will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport....”

# REASONABLE FEES AND CHARGES



Owner may recover the cost of providing facilities to make the airport as self-sustaining as possible

# REVENUE GENERATION AND USE

- All aeronautical and non-aeronautical revenue must be used for airport purposes per Assurance 25



# APPROACH TO RATE SETTING

- **Airport owner**
  - Assumes all liability for airport costs
  - Retains all airport revenue

# APPROACH TO RATE SETTING

For example, at ABC Airport:

Terminal Debt Service      \$2,500,000

Terminal Ops & Maint.      \$1,000,000

Total Expense              \$3,500,000

Divided by Bldg. Sq. Ft.    <100,000>

Result is Rental Rate of    \$ 35.00/sf

# PROHIBITION OF UNJUST DISCRIMINATION

Cost allocation methodology  
must be



Transparent



Reasonable



Not unjustly discriminatory



Consistently applied



# CHARGES FOR NON-AERONAUTICAL FACILITIES AND SERVICES

- FMV not required for property for
  - Public community purposes
  - Not-for-profit aviation organizations

# PROVIDING PROPERTY FOR NOT-FOR-PROFIT AVIATION ORGANIZATIONS

- Value of services provided by police or fire-fighting units that operate aircraft may be offset against the reasonable rates they are expected to pay for use of the airport

# FAA POLICY STATEMENT DEFINITIONS

## AIRPORT REVENUE

- All fees, rents, charges or other payment received by the sponsor for the right to conduct business on the airport or to occupy airport property
- Funds Stay on Airport