

**Appendix G ► Formal Compliance Inspection**

**1. PRELIMINARY PREPARATION.** Prior to conducting a compliance inspection visit to the airport, the responsible Airports employee shall perform a preinspection office review. It should normally include the following element:

**a. Preinspection Preparation.** The first step is to review airport data available in the files. The inspector should review all conveyance documents and grant agreements in order to fully understand the specific commitments of the airport owner. This will include any continuing special conditions of grant agreements and the terms and conditions of release granted by the FAA. Previous inspection records should be reviewed to determine the owner's past performance in such matters as operation of the airport. Physical maintenance and financial activities. This information will assist in determining whether the existing airport condition is static, improving or deteriorating. If it has not already been done, the inspector will want to draw up a list of leases in effect showing dates of renewal or expiration. The inspector should review recent correspondence with the owner to see what follow up may be needed during the inspection. It will also be helpful to study the ALP, property use maps and land use and operating plans, if any. A review of recent grant funded projects will also be helpful. A list of known airport obstructions will be useful during the airport visit.

**b. Compliance Worksheet.** A standard worksheet was designed to be used as a simple, concise record of an airport's condition as observed during a "screening" inspection. It is not a statement of the owner's compliance status, but rather is a source of information for determining the compliance status.. The method to be used in collecting essential compliance data must be adapted to the situation. Thus, at larger airports with more complex factors to be considered or at those with a history of poor compliance performance, a screening inspection might be inappropriate. In such cases, a more comprehensive, locally prepared worksheet may be preferable. The choice of whether to use a worksheet at all is left to the discretion of field offices. If one is used, it usually is best not to fill it out in the owner's presence since it may cause unwarranted apprehension, thus restricting the flow of information. Regardless of the method use to collect and record data, adequate records must be maintained to clearly document what was reviewed and what was discovered.

**c. Use of the Worksheet.** While many of the items included in the worksheet are self-explanatory, the following guidance is helpful.

Item I: Entries here give the inspector's general impression as to whether the airport is developing, deteriorating, or stagnant. Observed changes which are undesirable or have an unsatisfactory general appearance should be explained on the back of the form.

Item II: Record here an evaluation of the physical condition of the airport's facilities in light of the owner's maintenance effort. This calls for a realistic appraisal of whether the facilities are being properly preserved. Any that are rated unsatisfactory should be explained on the back of the form. Other data sources, such as FAA Form 5010 inspections, other records, or FAR Part 139 inspection findings can be used to further substantiate findings

Item III: Any individual approach slope which fails to meet applicable criteria should be identified on the back of the form, together with comments on whether the owner can be required to correct the condition. Similarly, any unmarked obstruction or incompatible activity on adjacent land should be explained. Determine if clear zone interests and zoning, if any, are adequate and if not, what future requirements should be considered.

Item IV: The operations plan and land use plan listed here are discussed in paragraph 4-17. Although such plans are not a mandatory requirement, their use will facilitate effective administration of any airport. The inspector should review those that exist, together with airport regulations and minimum standards, to determine whether they can be considered satisfactory in light of the owner's obligations. If such plans are not satisfactory, the owner should be advised of necessary modifications.

Item V: Observe whether the owner is complying with exclusive rights policy and with civil rights requirements of DOT Regulations, Part 21.

Item VI: This item requires collection of data on new leases or agreements executed since the most recent past compliance inspection. Basic data to include on the back of the form are identity of lessee, date of execution, term of lease, and nature of occupancy or activity covered. If the screening inspector is not qualified to judge the acceptability of the lease or agreement or if procedure calls for review by the regional Counsel, defer the entry in Item VI.B. until a decision can be outlined. Where a contract for airport management has been entered into, it must be reviewed to assure that the owner has retained enough control to enable it to meet its continuing obligations to the federal government. Nonaviation leases of surplus airport property should be reviewed in connection with Item VIII.

Item VII: Requires the inspector to compare the ALP to existing and planned development of the airport and determine whether they are consistent. An explanation is necessary if the ALP is out of date or fails to depict accurately existing and planned facilities.

Item VIII: Calls for the inspector to review the uses being made of real surplus property and to determine whether such uses are proper. The inspector must determine if income is being realized from land conveyed for revenue production and if it is being applied to or reserved for airport purposes.

Item IX: Concerns a review of the current financial report, if available, as an indicator of the airport's financial condition. By observing recent physical improvements (or lack thereof), the inspector can verify unusual capital expenditures. By noting the presence of activities, which normally would generate revenues, the inspector should be able to judge whether all income is being reflected in the financial records. Conclusions should be entered in IX.B. The status of any funds committed as a condition of a release will be checked and noted in IX.C.

Item X: Refers primarily to any other specific commitments undertaken by the airport owner as a condition of an FAA action. Special conditions of grant agreements, although normally controlled by project payments, are included because they become compliance factors if they continue in effect beyond the closeout of the project.

## 2. SCOPE OF DETERMINATIONS.

To accurately determine the compliance status of an airport, the responsible FAA official must have available comprehensive information on all compliance matters. In evaluating this data, the official will want to pay particular attention to the following:

**a. Maintenance and Operation.** Various federal programs fund development and improvement of airport facilities. Consequently, there must be an effective application of effort to assure the proper operation and maintenance of the airport. The FAA's responsibility requires consideration of the following:

**(1) Preservation.** Compare the actual conditions as noted with those of previous observations and records on the airport to determine whether the preventive maintenance measures being taken are effectively preserving the facility.

**(2) Maintenance Plan.** Look into plans and arrangements relied on by the airport owner to meet maintenance commitments:

- Do they fix responsibility?
- Do they adequately provide for cyclical preventive repairs on a realistic schedule?
- Does the airport owner actually have the capability to meet these obligations? Is there an annual budget or other evidence that adequate resources are being applied to maintenance?

**(3) Acceptable Level.** Develop with the owner mutually agreeable criteria for acceptable maintenance of the airport. Such an agreement may take into consideration the duration of the owner's obligation to the federal government, any plans for extending the useful life of airport facilities, and the type of aeronautical usage to which the facility is subjected. For example, we might agree that to arrest the deterioration of a runway surface, a seal coat on only certain portions of the runway would be adequate for a stated period of time. This constitutes an acknowledgment by the FAA that during such a period accomplishment of the specified seal coating would be an acceptable level of maintenance. Any such understandings should be recorded in the compliance files.

**(4) Operating Procedures.** Check into procedures for operating the airport:

- Are they adequate and effective?
- What arrangements are in effect to turn on any field lighting equipment; mark and light temporary airfield hazards; issue NOTAMS when required, etc.?
- Is use of the airfield controlled by adequate ground safety regulations?
- Has the owner established operating rules including appropriate restrictions to protect airfield paving from excessive wheel loads?
- What plans are in effect to clear the airfield of disabled aircraft?

**b. Approach Protection.** Each of the airport's aerial approaches must be examined to determine whether any obstructions (as defined in current FAA criteria) exist and, if so, whether they violate a compliance obligation. Many obstructions do not violate a compliance obligation. Some

have been there for many years and actually predate development of the airport. There is no obligation to remove these unless such removal was made a specific condition of a grant agreement. Some are located a considerable distance from the runway on land not controlled by the airport owner, or are otherwise not reasonably within the airport's power to correct. Still others may have been the subject of an FAA airspace review that determined they were not a hazard or they were not a hazard if marked and lighted in accordance with FAA standards.

**(1) Owner's Status.** Where an approach surface is affected by an obstruction and the owner is obligated to maintain clear approaches, that owner is in noncompliance unless FAA can determine that elimination of the obstruction is not reasonably within the owner's power and/or the obstruction is not a hazard to navigation. The airport owner's primary obligation is to prevent or remove hazards.

**(2) Future Outlook.** Recent trends in uses of adjacent properties should be reviewed to see whether probable developments might pose a threat to any runway approaches. Measures being taken by the owner to protect these approaches should be reviewed. Is the owner doing everything that can reasonably be done to protect them?

**(3) Effect of Obstructions.** If obstructions exist, the records should indicate whether FAA has reviewed the object under a coordinated airspace review to determine its effect on the safe and efficient use of airspace. If FAA has determined the object is not a hazard, the airport owner will not be required to move or lower the object.

**(4) Zoning.** Where the airport relies on local zoning ordinances, the review should cover the effectiveness of the ordinances and the status of any legal proceedings involving them. Are the zoned areas appropriate to protect all existing and planned approaches?

**c. Surplus Property Income.** Income from property acquired under P.L. No. 80-289 and used to produce nonaviation revenues or funds derived from the disposal of such property must be applied to airport purposes. Thus the compliance review of a surplus property airport must include an evaluation of the owner's stewardship of properties conveyed for specific purposes. Most surplus airports conveyed under P.L. No. 80-289 contain significant areas deeded to the grantee for the purpose of generating revenue to support and further develop the aeronautical facilities. Since no other land uses were intended by the Act, it must be assumed that any property not needed for aeronautical activity was conveyed to produce revenue. There should be an agreement between the FAA and the owner as to which areas are for aeronautical activity and which for revenue production. This agreement should be reflected in the land use plan or property map or other document acceptable to FAA.

**(1) Revenue Production.**

**(a)** If a surplus airport includes revenue production property, a detailed review of available financial records shall be made. As a very minimum, these records should be carefully screened to ensure that the grantee has established an airport fund, or at least a separate airport account in which all transactions affecting the surplus property have been recorded. Where financial records are obscure or inconclusive, the grantee shall be required to produce whatever supplemental data are needed to clearly reveal the disposition of airport revenues.

**(b)** The grantee must make a reasonable effort to develop a net revenue (i.e., an amount over and above expenses in connection therewith) from such property. However, there is no violation if the property is not used. It may not be donated or leased for nominal consideration, but if used at all must produce reasonable net revenue. The compliance report must clearly reveal whether the current usage of the property conforms to these criteria. Where excess revenues accumulate, the guidance contained in the *Revenue Use Policy* shall be followed.

**(c) Proceeds of Disposal.** The law prohibits the sale or other disposal of surplus airport property without the written consent of the FAA. When given, such consent will obligate the owner to expend an amount equal to the FMV of the property for airport purposes. Where a transaction of this kind has been authorized by an FAA release, the compliance review shall include a thorough check into the status of the funds involved. Are they fully accounted for, and are the owner's actions to properly apply them satisfactory?

**d. Availability of Airport Facilities.** The reviewer should note whether the full benefits of the airport are being made available to users. This requires more than the opportunity to land an aircraft on a safe, well-constructed runway. To add utility and purpose of flight and to fully realize the intended benefits of airport development, there should be, depending on the type of airport, a reasonable variety of supporting services such as aircraft fuel, storage or tie-down and minor repair capabilities. At some locations the availability of a telephone may be all that can be economically justified. There are no criteria for measuring the adequacy of essential supporting services, and the owner of a public airport has not specific obligation to provide any of them. However, there is a basic obligation to ensure that, whatever arrangements are in effect, such services as are provided are available on fair, reasonable, and nondiscriminatory terms.

**e. Adherence to Airport Layout Plan.**

**(1)** In considering the compliance status of a federally obligated airport, the FAA approved ALP or land use plan should be consulted. At some airports subject only to surplus property compliance obligations, an FAA approved ALP may not have been required. At these airports, see whether there is any comparable plan or layout, such as a master development plan, which might reveal the ultimate development objectives of the airport owner. Where appropriate, the premises should be inspected to determine whether there have been any improvements, or whether any are being considered, which might be inconsistent with such plans. If an airport includes grant acquired land, specific consideration will be given to whether all of it still is needed for airport purposes.

**(2)** Whenever an actual or proposed variation from an approved ALP is found, determine whether it is significant; violates design or safety criteria; precludes future expansion needed for the foreseeable aeronautical use potential of the airport; or impairs the ability of the airport owner to comply with any of the airport's obligations under agreements with the federal government.

**(3)** The results of these determinations shall be recorded and one of the following actions taken:

**(a)** Determine that the variation is not significant and requires no further action;

**(b)** Obtain a modified ALP incorporating required changes; or

(c) Notify the airport owner that unless adherence to the previously approved ALP is affected within a specified, reasonable time, it will be in violation of its agreement with the federal government.

(4) There is no obligation to review an ALP to reflect development recommended by the FAA if the airport owner does not propose to carry it out. FAA's opinion of what development is desirable is not incumbent on the owner. However, the ALP must reflect existing conditions and those alterations currently planned by the owner, which has received FAA approval, and the FAA must formally approve the ALP.

**SPONSOR QUESTIONNAIRE - AIRPORT COMPLIANCE STATUS**

AIRPORT NAME \_\_\_\_\_

AIRPORT OWNER \_\_\_\_\_

Before completing the questionnaire below, you should be familiar with and understand the attached Exhibit A *Guide to Sponsor Obligations*, and Exhibit B, *Planning Airport Pavement Maintenance*. Refer to corresponding paragraphs of Exhibit A and Exhibit B before answering each question to be sure you have covered all applicable areas to be considered. NARRATIVE COMMENTS MAY BE ATTACHED.

**PLEASE COMPLETE ALL ITEMS. YOU MAY USE N/A IF THE ITEM IS NOT APPLICABLE TO YOUR AIRPORT.**

SOURCES OF OBLIGATIONS (Page one of Exhibit A)

What are your airport's applicable sources of obligations?

Surplus Property Conveyances (Regulation 16 and P.L. No. 289) \_\_\_\_\_

Section 16/23/516 Property Conveyances \_\_\_\_\_

Federal Grant Sponsor Assurances \_\_\_\_\_

Other \_\_\_\_\_

**A. MAINTENANCE OF THE AIRPORT (Paragraph b of Exhibit A)**

1. Is the airport inspected on a regular schedule? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Weekly? \_\_\_\_\_ Monthly? \_\_\_\_\_ Other? \_\_\_\_\_

2. Are sponsor-owned visual landing aids (Visual Approach Slope Indicator (VASI), REILS, etc.) checked and calibrated on a regular schedule, at least quarterly? \_\_\_\_\_ Yes \_\_\_\_\_ No

Date of last calibration? \_\_\_\_\_

By whom? \_\_\_\_\_

3. Physical condition for following facilities is: (Good, Fair, Poor)

a. Paving \_\_\_\_\_

b. Nav-aids \_\_\_\_\_

c. Others \_\_\_\_\_

4. Are realistic measures being followed to preserve physical condition of paving, lighting, grading, marking

etc.? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_

5. Do you have a pavement maintenance program in place, with records to support maintenance activities? \_\_\_ Yes \_\_\_\_\_ No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_

**B. APPROACH PROTECTION (Paragraph d of Exhibit A)**

1. If obstructions are indicated:

a. Are the obstructions on land under the control of the airport (owned in fee or easement)? \_\_\_  
Yes \_\_\_\_\_ No

b. What plans are there for removing the obstructions? \_\_\_\_\_  
\_\_\_\_\_

c. If no plans for removal, why? \_\_\_\_\_  
\_\_\_\_\_

2. Are there obstructions (natural or manmade) existing that are not reflected on the Airport Master Record, FAA Form 5010-1? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

**C. USE OF AIRPORT PROPERTY (Paragraphs h & i of Exhibit A)**

1. Is each area of land being used for the purpose intended by grant agreement or land conveyance? \_\_\_\_\_ Yes \_\_\_\_\_ No

2. If yours is a SURPLUS PROPERTY AIRPORT, are all areas of surplus property land that are being used for NONAERONAUTICAL purposes producing income at fair market value rent? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. What kind of documentation is maintained to support the lease amounts?  
\_\_\_\_\_

4. Has FAA approved in writing each area of SURPLUS airport property which has been disposed of or sold? \_\_\_\_\_ Yes \_\_\_\_\_ No



5. Do you maintain a separate account of sale proceeds from released land?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what is balance: \$ \_\_\_\_\_

What are your plans for use of these funds? \_\_\_\_\_

\_\_\_\_\_

6. Are any areas of GRANT ACQUIRED LAND being used for nonaeronautical purposes? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

**D. USE OF AIRPORT REVENUES (Paragraph k of Exhibit A)**

1. Is income from airport operations and revenue-producing property fully accounted for? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, please explain: \_\_\_\_\_

\_\_\_\_\_

2. Are records adequate to show what use is made of airport revenue (or to reserve it for airport purposes)? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, please explain: \_\_\_\_\_

\_\_\_\_\_

3. Is all revenue produced on the airport applied toward the operation, maintenance, and development of the airport? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, please provide specific information regarding use of such funds: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Is airport revenue used for the payment of nonairport City personnel salaries?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, is the airport deducting the amount of such nonairport salaries from their payment to the City under the cost allocation plan? \_\_\_\_\_ Yes \_\_\_\_\_ No

5. What evidence is available to support that the appropriate deduction to the cost allocation plan has been made?

\_\_\_\_\_

\_\_\_\_\_

6. What controls are used to insure that such a deduction is made?

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**E. EXCLUSIVE RIGHTS (Paragraph a of Exhibit A)**

1. Has any operator been granted an exclusive right to conduct an aeronautical activity on the airport? \_\_\_\_\_ Yes \_\_\_\_\_ No

2. Are there any complaints of discrimination, based on exclusive use pending on your airport? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Have any requests to conduct an aeronautical activity on the airport been denied? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please explain: \_\_\_\_\_

**F. CONTROL AND OPERATION OF THE AIRPORT  
(Paragraphs c, f, m & n of Exhibit A)**

1. Is the airport available to the public under fair, equal, reasonable, and nondiscriminatory conditions? \_\_\_\_\_ Yes \_\_\_\_\_ No

2. Describe steps routinely taken to ensure safety of aircraft and persons?  
\_\_\_\_\_  
\_\_\_\_\_

3. Are airport facilities operated at all times in a safe and serviceable condition? \_\_\_\_\_ Yes \_\_\_\_\_ No

4. Is the airport ever temporarily closed for nonaeronautical purposes? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please explain when and the reason: \_\_\_\_\_  
\_\_\_\_\_

Was this coordinated with Airports Division prior to closing? \_\_\_\_\_ Yes \_\_\_\_\_ No

5. Has the airport owner entered into any agreement that deprives him of ability to carry out obligations to the U.S.? \_\_\_\_\_ Yes \_\_\_\_\_ No

6. For airports obligated under federal grant programs, does the fee and rental structure provide for making the airport as self-sustaining as possible under circumstances existing at the airport? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is documentation maintained to support lease amounts? \_\_\_\_\_ Yes \_\_\_\_\_ No

**G. CONFORMITY TO AIRPORT LAYOUT PLAN (Paragraph g of Exhibit A)**

1. Do you have a copy of the latest approved ALP? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Date: \_\_\_\_\_

2. Is it being kept current? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Is all development in conformance to the approved ALP? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_

**H. CONTINUING SPECIAL CONDITIONS (Paragraphs j.4 & k.4 of Exhibit A)**

1. If your location has received an FAA grant to acquire land for noise compatibility or future aeronautical use, interim income from such land MAY be required to be used ONLY for work which would be eligible under a grant, and may not be used for matching funds as your share of a grant. Is your location affected by such a requirement?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what is the status of such funds? \_\_\_\_\_  
\_\_\_\_\_

2. Describe any other special conditions included in a grant agreement that remain in effect after the grant was closed. \_\_\_\_\_  
\_\_\_\_\_

If so, what actions have you taken? \_\_\_\_\_  
\_\_\_\_\_

**I. DISPOSAL OF GRANT ACQUIRED LAND (FAAP/ADAP/AIP)  
(Paragraph j of Exhibit A)**

1. Was any airport land sold or otherwise disposed of without FAA approval?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what was amount received? \_\_\_\_\_

2. Has FAA approval been obtained for use of all or a portion of the proceeds realized from sale of grant acquired land? \_\_\_\_\_ Yes \_\_\_\_\_ No

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

**J. COMPATIBLE LAND USE (Paragraph e of Exhibit A)**

1. What actions have been taken to restrict use of lands in the vicinity of the airport to activities and purposes compatible with normal airport operations?

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2. Are all land uses in the vicinity of the airport OVER WHICH SPONSOR HAS JURISDICTION compatible with airport use?  Yes  No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K. FAA FORMS 7460-1 & 7480-1**

Are you aware of when it is required to submit FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, and Form 7480-1, *Notice of Landing Area Proposal*?  
 Yes  No

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(*Typed Name and Signature of Authorized Official of the Airport*)

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

## Exhibit A

GUIDE TO SPONSOR OBLIGATIONS

This guide provides information on the various obligations of airport sponsors through federal agreements and/or property conveyances. The obligations listed are those generally found in agreement and conveyance documents. Sponsors should be aware, however, that dissimilarities do exist, and they are therefore urged to review the actual agreement or conveyance document itself to determine the specific obligations to which they are subject.

SOURCES OF OBLIGATIONS

(1) Grant agreements issued under the Federal Airport Act of 1946, the Airport and Airway Development Act of 1970, and the Airport and Airway Improvement Act of 1982 (AAIA), as amended.

(2) Surplus airport property instruments of transfer, issued pursuant to Section 13g of the Surplus Property Act of 1944 (Reg 16 & P.O. 289).

(3) Deeds of conveyance issued under Section 16 of the Federal Airport Act of 1946, under Section 23 of the Airport and Airway Development Act of 1970, and under Section 516 of the Airport and Airway Improvement Act of 1982 (AAIA).

(4) AP-4 agreement authorized by various acts between 1939 and 1944. Note: All AP-4 agreements have expired, however, sponsors continue to be subject to the statutory exclusive rights prohibition.)

(5) Environmental documents prepared in accordance with current Federal Aviation Administration requirements that address the National Environmental Policy Act of 1969 and the Airport and Airway Improvement Act of 1982 (AAIA).

OBLIGATIONSa. Exclusive Rights Prohibition:

(1) Airports subject to: Any federal grant or property conveyance.

(2) Obligation: To operate the airport without granting or permitting any exclusive right to conduct any aeronautical activity at the airport. (Aeronautical activity is defined as any activity which involves, makes possible, or is required for the operation of an aircraft, or which contributes to or is required for the safety of such operations; i.e., air taxi and charter operations, aircraft storage, sale of aviation fuel, etc.)

(3) An exclusive right is defined as a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express agreement, by imposition of

unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right.

(4) Duration of obligation: For as long as the property is used as an airport.

b. Maintenance of the Airport:

(1) Airport subject to: Any federal grant agreement, surplus property conveyance, and certain Section 16/23/516 conveyances.

(2) Obligation: To preserve and maintain the airport facilities in a safe and serviceable condition. This applies to all facilities shown on the approved ALP that are dedicated for aviation use, and includes facilities conveyed under the Surplus Property Act.

(3) Airport Pavement Maintenance: A continuing program of preventive maintenance and minor repair activities which will ensure that airport facilities are at all times in a good and serviceable condition for use in the way they were designed to be used, is required.

(4) Duration of obligation: Throughout the useful life of the facility but no longer than 20 years from the date of execution of grant agreement. For facilities conveyed under the Surplus Property Act, the obligation continues only for the useful life of the facility. In either case, FAA concurrence for discontinuance of maintenance is required.

c. Operation of the Airport:

(1) Airports subject to: Any federal grant agreement and surplus property conveyance.

(2) Obligation: To operate aeronautical and common use areas for the benefit of the public and in a manner that will eliminate hazards to aircraft and persons.

(3) Duration of obligation: Twenty years from the date of execution of the grant agreement. Obligation runs with the land for surplus property conveyance.

d. Protection of Approaches:

(1) Airports subject to: Any federal grant agreement and surplus property conveyance.

(2) Obligation: To prevent, insofar as it is reasonably possible, the growth or establishment of obstructions in the aerial approaches to the airport. (The term "obstruction" refers to natural or man-made objects that penetrate the imaginary surfaces as defined in FAR Part 77, or other appropriate citation applicable to the specific agreement or conveyance document.)

(3) Duration of obligation: Twenty years from the date of execution of the grant agreement. Obligation runs with the land for surplus property conveyance.

e. Compatible Land Use:

- (1) Airports subject to: FAAP (after 1964)/ADAP/AIP agreements.
- (2) Obligation: To take appropriate action, to the extent reasonable, to restrict the use of lands in the vicinity of the airport to activities and purposes compatible with normal airport operations.
- (3) Duration of obligation: Twenty years from the date of execution of the grant agreement.

f. Available on Fair and Reasonable Terms:

- (1) Airports subject to: Any federal grant agreement or property conveyance.
- (2) Obligation: To operate the airport for the use and benefit of the public and to make it available to all types, kinds, and classes of aeronautical activity on fair and reasonable terms and without unjust discrimination.
- (3) The airport owner must allow its use by all types, kinds, and classes of aeronautical activity as well as by the general public. However, in the interest of safety and/or efficiency, restrictions on use may be imposed prohibiting or limiting a given type, kind, or class of aeronautical use of the airport. Reasonable rules or regulations to restrict use of the airport may be imposed. The reasonableness of restrictions will be determined using the assistance of local Flight Standards and Air Traffic representatives.
- (4) Duration of obligation: Twenty years from the date of execution of grant agreements prior to 1964. For grants executed subsequent to the passage of the Civil Rights Act of 1964, statutory requirement prohibiting discrimination remains in effect for as long as the property is used as an airport. Obligation runs with the land for surplus property and Section 16/23/516 conveyances.

g. Adherence to the Airport Layout Plan:

- (1) Airports subject to: Any federal grant agreements.
- (2) Obligation: To develop, operate, and maintain the airport in accordance with the latest approved Airport Layout Plan. In addition, AIRPORT LAND DEPICTED ON THE AIRPORT PROPERTY MAP (EXHIBIT "A") TO THE LATEST GRANT AGREEMENT CANNOT BE DISPOSED OF OR OTHERWISE ENCUMBERED WITHOUT PRIOR FAA APPROVAL.
- (3) Duration of obligation: Twenty years from the date of execution of grant agreement.

h. Use of Surplus Property:

(1) Airports subject to: Surplus property conveyances.

(2) Obligation: Real property conveyed under the Surplus Property Act must be used to support the development, maintenance, and operation of the airport. If not needed to directly support an aviation use, such property must be available for use to produce income for the airport. Such property may not be leased or rented for discount or for nominal consideration to subsidize non airport objectives. Airport property cannot be used, leased, sold, salvaged, or disposed of for other than airport purposes without FAA approval.

(3) Duration of obligation: Runs with the land.

i. Use of Section 16/23/516 lands:

(1) Airports subject to: Section 16/23/516 conveyances.

(2) Obligation: Real Property must be used for airport purposes; i.e., uses directly related to the actual operation or the foreseeable aeronautical development of the airport. Incidental use of the property must be approved by the FAA.

(3) Duration of obligation: Runs with the land.

j. Sale or Other Disposal of Property Acquired Under Federal Grant Agreements.

(1) Airports subject to: Any federal grant agreements.

(2) Obligation: To obtain FAA approval for the sale or other disposal of property acquired with federal funds under the various grant programs, as well as approval for the use of any net proceeds realized.

(3) Duration of obligation:

(a) At locations where the most recent grant agreement was executed prior to January 2, 1979, all land acquired under FAAP/ADAP (regardless of the project under which it was acquired) and designated as airport property on the latest Exhibit "A", is subject to the above obligation for 20 years from the date of execution of that most recent grant.

(b) At locations with grant agreements executed on or after January 2, 1979, all land acquired under FAAP/ADAP/AIP (regardless of the project under which it was acquired) and designated as airport property on the latest Exhibit "A", remains subject to the above obligation without time limitation. The standard 20-year grant obligation period does not apply.

(4) Special Condition Affecting Noise Land: Locations with grant agreements involving land acquired for noise compatibility must dispose of such land at the earliest practicable



time following designation by FAA, with the net proceeds of the sale returned to the airport.

k. Use of Airport Revenue:

- (1) Airports subject to: Any federal grant agreement or property conveyance.
- (2) Obligation: To apply revenue derived from the use of airport property toward the operation, maintenance, and development of the airport. Diversion of airport revenue to a non airport purpose must be approved by the FAA. (NOTE: Airports that have received AIP funds in some cases may expend airport revenue for the capital or operational costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport, and directly related to the actual transportation or passengers or property. Contact your FAA airports district office for additional information and approval.)
- (3) Duration of obligation: Twenty years from the date of the grant agreement. Obligation runs with the land for surplus property and Section 16/23/516 conveyances.
- (4) Special Condition Affecting Noise Land and Future Aeronautical Use Land: Locations with grant agreements including noise land or future aeronautical use land must apply revenue derived from interim use of the property to projects eligible for funding under the AIP. Income may not be used for the matching share of any grant.

l. National Emergency Use Provision:

- (1) Airports subject to: Surplus property conveyances (where sponsor has not been released from this clause.)
- (2) Obligation: During any war or national emergency, the federal government has the right of exclusive possession and control of the airport.
- (3) Duration of obligation: Runs with the land (unless released from this clause of the FAA.)

m. Fee and Rental Structure:

- (1) Airports subject to: Any federal grant agreement.
- (2) Obligation: To maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible. (Sponsors are directed by the FAA to assess fair market value rent for all leases.)
- (3) Duration of obligation: Twenty years from the date of execution of the grant agreements.

n. Preserving Rights and Powers:

- (1) Airports subject to: Any federal grant agreements.
  - (2) Obligation: To not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the sponsor assurances without FAA approval, and to act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. To not dispose of or encumber its title or other interests in the site and facilities for the duration of the terms, conditions, and assurances in the grant agreement without FAA approval.
  - (3) Duration of obligation: Twenty years from the date of execution of the grant agreements.
- o. Environmental Requirements: The Airport Airway Improvement Act of 1982 (AAIA) requires that for certain types of projects, an environmental review be conducted. The review can take the form of an environmental assessment or an environmental impact statement. These environmental documents often contain commitments related to mitigation of environmental impacts. FAA approval of environmental documents containing such commitments have the effect of requiring that these commitments be fulfilled before FAA grant issuance or as part of the grant.
- p. The above obligations represent the more important and potentially most controversial of the obligations assumed by an airport sponsor. Other obligations that may be found in grant agreements are:
- Use of Federal Government Aircraft
  - Land for Federal Facilities
  - Standard Accounting Systems
  - Reports and Inspections
  - Consultation with Users
  - Terminal Development Prerequisites
  - Construction Inspection and Approval
  - Minimum Wage Rates
  - Veterans Preference
  - Audits and Record keeping Requirements
  - Audit Reports
  - Local Approval
  - Civil Rights
  - Construction Accomplishment
  - Planning Projects
  - Good Title
  - Sponsor Fund Availability

## Exhibit B

Planning Airport Pavement Maintenance

Maintenance of airport pavements consists of two distinct categories. The most commonly performed and easiest to understand is remedial maintenance. Remedial maintenance is simply the repair of deteriorated pavement. The most important and often overlooked is preventive maintenance. Preventive maintenance requires obtaining a history of pavement performance and planning for future pavement needs. Proper preventive maintenance can extend the serviceable life of the pavement and reduce the amount of required remedial maintenance. There are several necessary steps to begin a preventive and remedial pavement maintenance program. By following these steps, a maintenance program can be constructed to forecast future maintenance needs and determine when rehabilitation outside of normal daily maintenance is required and justified.

Mapping and Categorization

Develop a system of maps whereby the condition and special requirements of given pavement areas can be recorded. Not all pavement structures are constructed alike nor do all pavement structures perform identically, therefore, it is necessary to monitor the maintenance requirements of each general type of pavement. By monitoring the performance of pavement sections of similar construction and usage, we can develop sufficient information to forecast future maintenance requirements.

It may not be necessary to monitor all pavement sections if several sections are representative of the grouping. Inspection of all sections may require considerable cost and effort. Sampling plans have been devised so that an adequate portion of a pavement is inspected and the results are representative of the entire group.

Pavement categories and grouping should be determined with respect to the following:

- Pavement type
- Pavement material
- Base characteristics, depth, material type, soil type
- Drainage characteristics - edge drains, subdrains
- Age of the pavement
- Pavement usage
- Allowable pavement loading (pavement strength)

Pavement type refers to the stress distribution mechanism provided by the pavement structure. Typically, pavement types can be categorized in three classes; Rigid, Flexible, and Overlays. Rigid pavements are normally constructed of Portland Cement concrete and use the stiffness of the concrete slab to distribute the applied loads. Flexible pavements are usually constructed using bituminous products and depend upon the bearing capacity of the structural layers to distribute applied load. Overlays are simply combinations of pavement types.

All pavement structures are designed in layers of progressively stronger materials. These layers usually consist of the surface course, base, subbase(s), and subgrade. The surface course is defined as the uppermost layer that makes direct contact with wheel loads. The layer of material directly under the surface course is considered as the base course. Under the base course is the subbase, and under the subbase is the subgrade (natural soils). The type of material in each layer and the thickness of the layer will directly affect the strength of the pavement. Sections of pavement that have an identical surface course but different base materials may perform differently and should not be categorized together unless additional information is available to indicate that the pavement structures are similar. Likewise, different subgrade soils may perform differently and should be considered when categorizing pavement sections.

The amount of moisture within a pavement layer will greatly affect the strength and thereby the performance of the layer. As the moisture content of a layer increases, the strength decreases. If subsurface drainage is provided, the overall strength of the pavement section will be higher. Some pavement sections have drainable layers built into the structure for additional drainage capacity. These drainage features should be strongly considered when grouping pavement sections. Due to variations in construction and material quality, the age of a pavement structure may not accurately indicate the condition or the performance of the pavement. However, the age of the pavement may be used to further categorize pavement sections and can provide a relative condition of those sections.

Other than deterioration from the adverse affects of weather, the loadings applied to a pavement are the most destructive force that the pavement must withstand. Areas of high and low usage will ultimately determine areas requiring the most or least maintenance. Additionally, areas of high usage readily indicate critical pavements that should receive a high priority in the maintenance schedule. By determining and mapping the pavement loading restrictions, destructive overloads can be avoided. Gross overloads can do unseen damage to a pavement structure that will require substantial repair at a later date. By routing traffic over the proper pavements, maintenance repairs can be reduced.

### Initial Condition Survey

After the pavement sections have been grouped together, an initial condition survey should be conducted to determine the extent of distress and the amount of deterioration for each pavement group. This initial survey should be a detailed observation of the pavement with specific types of distress noted and probable causes given. Following an accepted pavement rating method is recommended, but is not necessary. If a widely accepted rating system is used, the values assigned to the pavement can be compared to pavements at other locations. In addition to the present condition of the pavement, a history of any maintenance, repair, or reconstruction should be determined. The history should gather as much information as possible about the initial construction of the pavement and its performance.

### Economic Analysis and Prioritizing System

The most common reason that proper maintenance is not accomplished is the seemingly high cost of doing maintenance. It is a well known fact that it is much cheaper to perform remedial maintenance than to perform early reconstruction. Early detection and repair of pavement defects is the most cost effective use of pavement dollars. In all cases of pavement distress, the cause of the distress should be determined first, then repairs can be made to not only correct the present damage, but to prevent or retard its progressive occurrence. All repairs should consider the long term effects rather than short term fixes. It is much cheaper to make the correct repair once than to continually make the wrong repair. Track the cost of maintenance for each pavement group over time. As the condition of the pavement deteriorates over time, the cost of doing maintenance will increase. Eventually, it will be more cost effective to rehabilitate or reconstruct a section of pavement than to perform continual maintenance. Cost comparisons should include both initial and anticipated costs of the alternatives throughout the expected life of the pavement.

Since maintenance dollars are often limited, a fair and comprehensive prioritizing system should be outlined. Areas of high traffic should receive a higher priority since the additional traffic will cause additional damage, and the additional traffic indicates user needs. Areas of low traffic may not deteriorate as rapidly and may require less overall maintenance. This does not implicate that areas of low usage can be ignored. The maintenance performed on any section of pavement should meet the preventive maintenance requirements for that section.

### Regularly Scheduled Inspections

After the initial condition surveys are completed and the maintenance program has been implemented, a regular schedule of inspections should be followed to track the condition of the pavement. Regular inspection schedules may be broken down with respect to the degree of inspection and interval of inspection. A typical schedule could include daily inspections for minor surface defects that could present a safety problem, weekly inspections for intermediate defects, and monthly or semi-monthly inspections for major pavement distress. It should be remembered that any or all schedules may require adjustment depending upon the performance of the pavement in question. The regularly scheduled inspections should be well documented and resulting action noted. By developing a checklist or fill in the blank form, some of the individual differences between inspectors are eliminated. Properly completed forms will provide uniformity and consistency to the inspection reports.

### Summary

Most airport pavements do not fail because of load-induced damage, but rather, are eventually destroyed by the elements. If protected from weather-induced damage, the service life of the pavement can be prolonged indefinitely. The most destructive element to any properly constructed pavement section is excess moisture. Regardless of how strong the pavement material, or how well the construction, excess moisture in the pavement layers will speed up the deterioration process. Ironically, keeping pavement cracks and joints sealed is the most neglected maintenance item. Far too often, sponsors feel that they can save money by putting off regular sealing of cracks. Cracks and joints must be sealed and resealed to keep excess moisture

out of the pavement structure, and they must be sealed in a timely manner. Likewise, subdrain systems must be kept operable. Periodic inspection and cleaning of subdrain pipes and outlets must be performed to prevent trapping water in the pavement structure. Pavement maintenance is not an exact science, and how to properly maintain each individual pavement section is not easily put in words. As experience is gained in maintaining pavement structures, the necessary and proper maintenance items will become self-evident. Regardless of the extent or amount of maintenance that is performed, the rewards will be readily visible.