CHAPTER SIX:

COMPLIANCE REVIEW

NEWPORT MUNICIPAL AIRPORT

AIRPORT MASTER PLAN UPDATE

WORKING DRAFT – MARCH 2017

WHPacific

INTRODUCTION

As a recipient of Federal Airport Improvement Program (AIP) grant funds, the City of Newport Municipal Airport (Airport) is contractually bound to sponsor obligations known as Federal Aviation Administration (FAA) Grant Assurances. These Grant Assurances are included in the grant application package for all new FAA Grants issued to the City. The duration of the grant assurances remain in place throughout the useful life of the facilities developed or equipment acquired, but does not exceed 20 years from the date of the acceptance of the grant offer of Federal funds for the project.

The contractual federal obligations that a sponsor accepts when receiving federal grant funds or transfer of federal property can be found in a variety of documents that include:

- Grant agreements issued under the Federal Airport Act of 1946, the Airport and Airway Development Act of 1970, and the Airport and Airport Improvement Act of 1982. Included in these agreements are the requirements for Airport Sponsors to comply with:
    - Grant Assurances
    - Advisory Circulars
    - Application commitments
    - Federal Aviation Regulation (FAR) procedures and submittals
    - Special conditions
- Surplus airport property instruments of transfer
- Deeds of conveyance
- Commitments in environmental documents prepared in accordance with FAA requirements
- Separate written requirements between a sponsor and the FAA
- Land use compliance and compatible land use planning

This chapter includes a review of the most recent approved ALP, Zoning Ordinance, Rules and Regulation, Minimum Standards, airport fund budget, leases, easements, and permits related to compliance with the Grant Assurances. Existing and potential compliance issues will be listed, described, and referenced to the specific assurance involved. For any existing violations, remedies will be recommended, as well as timeframes for achieving compliance. For potential compliance issues, recommended strategies that eliminate the risk of noncompliance will be presented.

The compliance review presented in this chapter is guided by the FAA Airport Sponsor Grant Assurances (as amended April 2014) and the FAA Airport Compliance Manual, Order 5190.6B.

Federal Grant Assurances Guiding Principles

In order to better understand the FAA compliance program, it is necessary to understand the FAA's goals for the national transportation system known as the National Plan of Integrated Airport Systems (NPIAS), which guides the program. The FAA states that "the Airport Compliance Program is designed to protect the public interest in civil aviation. Grants and property conveyances are made in exchange for binding commitments (federal obligations) designed to ensure that the public interest in civil aviation will be

served. The FAA bears the important responsibility of seeing that these commitments are met." The FAA also states that cooperation between the FAA, State, and local agencies should result in an airport system where:

- Airports should be safe and efficient, located at optimum sites, then developed and maintained to appropriate standards.
- Airports should be efficiently operated so that they are affordable to both users and Government. They must rely primarily on user fees and place minimal burden on the general revenues of the local, State, and Federal governments.
- Airports should be flexible and expandable, able to meet increased demand and able to accommodate new aircraft types.
- Airports should be permanent, with the assurance that they remain open for use over the long term.
- Airports should be compatible with the surrounding communities. They must maintain a balance between the needs of aviation and the requirements of residents in neighboring areas.
- Airports should be developed in concert with improvements to the air traffic control system and technological advancements.
- The airport system should support national objectives for defense, emergency readiness, and postal delivery.
- The airport system should be extensive, providing as many people as possible with convenient access to air transportation, typically by having most of the population within 20 miles of a NPIAS airport.
- The airport system should help air transportation contribute to a productive national economy and international competitiveness.

Compliance with Grant Assurances

In accepting AIP grant funding, an Airport Sponsor agrees to a total of 39 grant assurances. The following section provides a listing of the grant assurances, a brief description of each of these assurances and, a brief examination of the Airport's compliance status with each one.

While Airport Sponsors should understand and comply with all grant assurances, there are several common and recurring issues in maintaining compliance for Airport Sponsors throughout the country. This section, while providing a brief description of all of the grant assurances, will provide a more detailed explanation of the assurances identified as possible recurring issues for Airport Sponsors.

Grant assurances for projects remain in effect for the useful life of a development project, typically 20 years from the receipt of the last AIP grant. However, terms, conditions, and assurances associated with land purchased with federal funds do not expire. A description of the individual grant assurances, their applicability to the Airport and City of Newport's compliance status is provided below.

1. General Federal Requirements.

The Airport Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds.

The Airport and City of Newport has, and will, continue to comply with all applicable federal guidance to the best of its ability.

2. Responsibility and Authority of the Sponsor.

The grant applicant must have the legal authority to apply for, finance, and administer the grant.

As the owner of the Airport, the City, a municipal corporation recognized by the State of Oregon, has the legal authority to apply for, finance, and administer FAA grants.

3. Sponsor Fund Availability.

The Sponsor must have sufficient funds to match their portion of the AIP grant.

The Airport has historically complied with this assurance. Additionally, the Capital Improvement Plan (CIP) to be developed as part of this master plan will identify funding needs and sources in order to ensure the availability of the local matching funds prior to applying for federal assistance.

4. Good Title.

The Sponsor must hold good title to the Airport, or to the site of proposed improvements.

A review of the Airport's Exhibit "A" Property Map, shows that the City owns the entire Airport property, with exceptions for Runway 34 approach lights which extend off the north end of the property and the RPZ on the south end of the Airport. For future developments or projects shown to exceed the Airport's boundary, particularly expansion of the RPZs, it is the intent of the City to secure the land via fee acquisition or avigation easement, depending on the specific circumstances.

5. Preserving Rights and Powers.

The Airport Sponsor will not take or permit any action that would deprive it of the rights and powers necessary to perform any of the grant assurances, nor will it sell, lease, encumber, or transfer any part of its title or interests in the Airport property.

The airport currently has no through-the-fence agreements and by policy will not allow them.

6. Consistency with Local Plans.

The proposed project must be reasonably consistent with Local, County, and State plans, to include the area surrounding the Airport.

Past projects undertaken at the Airport were consistent with Local, County, and State plans. Additionally, this Master Plan will ultimately be adopted by The City of Newport and incorporated into its Comprehensive Plan, which is currently in compliance with all Oregon Department of Aviation (ODA) land use regulations. It is anticipated that all future projects will comply with this assurance.

7. Consideration of Local Interests.

The Sponsor will give fair consideration to the local community's interests.

Future projects will undergo public involvement, consistent with the project's scope. Typically, this will be done by reviewing the projects with the standing Airport Committee with additional Open House meetings

advertised to reach people who may not be aware of potential airport project impacts on their neighborhood. The Master Plan has been conducted with the assistance of a Planning Advisory Committee (PAC) representative of the local community, Open House meetings to reach people not currently involved with the airport, and the above mentioned Airport Committee. All meetings were open to the public. Throughout the Master Planning process the only issue of public controversy has been the impact to established trees at the south end of the airport where updates in avigation easements has required tree removal.

8. Consultation with Users.

Consultation with affected parties using the Airport must be conducted prior to, and during, any proposed project.

Via notices to airport lessees and through the Airport Committee, affected parties are consulted or given the opportunity for consultation prior to and during projects at the airport, including this Master Plan Update. This Master Plan included a user survey and Airport users were represented on the PAC. Notices of public open houses associated with the Master Plan were posted throughout the Airport and users were encouraged to attend. The City will continue to coordinate with affected parties, as necessary, consistent with the nature of the project.

9. Public Hearing.

For major projects, the Airport Sponsor must give the community an opportunity for a public hearing to consider economic, social, and environmental effects of the proposed project.

The City will coordinate with the FAA to determine what qualifies as a major project. When necessary, the City will publish in the local newspaper of record the availability of a public hearing. This Master Plan process included five public open houses, all of which were advertised on the Airport's website.

10. Air and Water Quality Standards.

For major construction projects, the Sponsor must comply with applicable air and water quality standards to the satisfaction of concerned agencies.

As required by NEPA, environmental impacts of major construction projects have been reviewed and found in compliance with applicable air and water quality standards.

11. Pavement Preventative Maintenance.

The Sponsor must implement an effective airport pavement maintenance-management program for the useful life of any pavements construction with AIP assistance.

The Newport Municipal Airport is a participant in the State of Oregon Department of Aviation (ODA) sponsored – FAA approved Pavement Evaluation/Maintenance Management Program. The Airport CIP will reflect the City's continued participation in this statewide program.

12. Terminal Development Prerequisites.

If the Sponsor were to develop a public-use terminal, it must certify that all safety and access equipment required by rule or regulation is provided to all passengers.

Based on the limited services currently provided, the existing fixed base operator building is not required to provide the specific safety and access equipment required by rule and regulation..

13. Accounting System, Audit, and Record Keeping Requirements.

The City must keep all project accounts and records relative to the project in accordance with the Single Audit Act of 1984. Additionally, the City must make all records available for the purpose of audit and examination.

Each year, the City has an audit by an outside accounting/auditing firm done according to the standards of the Government Audit Standards established by the Comptroller General of the United States and Office of Management and Budget (OMB) A-133 Compliance Supplement 2014. The most recent Audit dated June 30, 2015 covering 2014-2015 found the City in compliance with these standards.

14. Minimum Wage Rates.

For all contracts in excess of $2,000 that involve labor, the Sponsor shall establish minimum wage rates in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-5).

The City has, and will continue to, establish minimum rates of wages consistent with the Davis-Bacon Act for all federally-assisted contracts meeting this requirement.

15. Veteran's Preference.

Contracts for work involving AIP grants must ensure that preference is given to available and qualified veterans.

The City of Newport has a policy of including a veteran's preference in all City employee positions and for all contracts where such a preference is required.

16. Conformity to Plans and Specifications.

The Sponsor will execute the AIP projects per the plans, specifications, and schedule approved by the FAA. Any modifications to the project must obtain the FAA's approval.

For all FAA projects, early and regular contact with the FAA is initiated by the City and the City's engineer to avoid any miscommunications or deviations from the approved program. Onsite construction inspection ensures that the work specified is performed consistent with FAA Advisory Circulars and the project's plans and specifications.

17. Construction Inspection and Approval.

Competent technical supervision must be provided by the Sponsor throughout the construction project to assure the work conforms to the plans, specifications, and schedule approved by FAA.

As a policy, all projects are overseen by qualified construction inspection personnel. A review of past projects indicates that the City has not violated this policy.

18. Planning Projects.

During planning projects, the Sponsor must execute the project as approved in the scope of work, while making the reports and documents available to the public.

As it has in this Master Plan process, the City has developed plans in an open manner with input from the community. Draft documents generated by this master planning process are posted on the Airport's website and available for public review and comments. The City will continue this process for all future planning projects. All drafts are shared with the FAA in a timely manner to ensure compliance with the Scope of Work.

19. Operation and Maintenance.

The Airport and all facilities must be operated at all times in a safe and serviceable condition and in accordance with minimums standards set by the Sponsor. Any temporary closure for non-aeronautical purposes must be approved by the FAA. The Sponsor must promptly mark and/or light hazards and notify airmen of any condition affecting aeronautical use of the Airport.

The City is in compliance with this grant assurance. The airport is inspected on a regular basis to ensure that it is safe and serviceable and meets applicable standards.

20. Hazard Removal and Mitigation.

The Sponsor must take appropriate action to assure the Airport's airspace is adequately cleared and protected.

The City has been committed to removing and/or mitigating any obstructions to airspace and air navigation. The concurrent Airport Geographic Information System (AGIS) study will be reviewed once it is complete to determine if there are any obstruction to remove and/or mitigate.

21. Compatible Land Use.

To the extent reasonable, the Sponsor shall include the adoption of zoning laws 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.

Land uses around an airport should be planned and implemented in a manner which ensures surrounding development and activities are compatible with the airport. To ensure compatibility, the Sponsor is expected to take appropriate action, to the extent reasonable, including the adoption of zoning laws to guide land use in the vicinity of airports under their jurisdiction. Incompatible land use around airports represents one of the greatest threats to the future viability of airports.

The entire Airport Property is zoned as Public in the City of Newport Comprehensive Land Use Plan, which is in compliance with Oregon Revised Statutes 836.600 through 836.630, Local Government Airport Regulation. *The airport is a permitted use in a public zone. Additionally, the City has adopted an overlay to protect FAR Part 77 imaginary surfaces.*

22. Economic Nondiscrimination.

The Sponsor will make the Airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities. Any agreement the Sponsor enters into with a third party must outline and enforce provisions that 1) services will not be unjustly discriminatory; 2) charges will be reasonable and just; 3) each FBO shall be subject to the same rates and charges; and 4) the Sponsor will not grant any right which operates to prevent any person, firm, or corporation operating aircraft from performing any services that it may choose to perform.

The City is currently updating its land leases for hangars at the Airport. In doing so, the City will make the lease rates equitable and based on market value of the land, with an index for periodic rate adjustments.

23. Exclusive Rights.

The Sponsor must not permit exclusive right for the use of the Airport by any person providing aeronautical services to the public. Services by a single FBO are not considered an exclusive right if it would be unreasonably costly or impractical for more than one FBO to provide the services and if allowing more than one FBO would require the reduction of the first FBO's lease area.

A review of the City's lease agreements did not reveal that exclusive rights were granted to any tenants. There is no indication that the Airport has in the past denied any lease requests on the basis of the request competing with an existing lease holder's business. The City will continue to review all requests for the provision of aeronautical services at the Airport to ensure a competitive airport environment and safe and efficient operations.

24. Fee and Rental Structure.

The fee and rental structure for Airport facilities and services must be developed and maintained by the Sponsor with the goal of helping the Airport become financially self-sustaining.

The City routinely reviews and revises the rental structure with the goal of becoming financially self-sustaining. The fee structure is based on a market study that looks at balancing the attractiveness of the Airport while generating the most possible revenue. The City, working with its advisory committee, has made it a priority to find other means of increasing airport revenue.

25. Airport Revenues.

All revenues generated by the Airport and any local taxes on aviation fuel will be expended by the Airport for the capital or operating costs of the Airport, the local airport system, and other facilities owned by the Sponsor which are directly and substantially related to the actual air transportation of passengers or property.

Revenue generated by the airport accrues to an airport revenue fund which is used for funding the operation and development of the airport only. The City is in compliance with the provisions of this grant assurance.

26. Reports and Inspections.

The Sponsor will submit annual financial and operations reports to the FAA, and make the reports available to the public. All Airport records for development projects must be available to the FAA upon request.

The City has complied with all requests by the FAA for data and records for the Airport. These reports are also available to the public, as part of the City's records.

27. Use by Government Aircraft.

The Sponsor shall make available all of the facilities of the Airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft at all times without charge. However, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used.

The City has, and will continue to, make its facilities available for government use as appropriate and in compliance with this grant assurance.

28. Land for Federal Facilities.

The Sponsor shall furnish real estate, without cost to the Federal Government, for use in connection with any air navigation, weather reporting, or communication activities.

The City has never denied a request or charged any fee to the Federal Government for the furnishing of real estate for use in connection with any air navigation, weather reporting, or communication activities.

29. Airport Layout Plan.

The Airport Layout Plan (ALP) will be kept up-to-date at all times.

In the past, the City has kept their ALP up-to-date. This Master Plan will update the ALP and it will continue to be updated in the future as needed.

30. Civil Rights.

For the period the Sponsor retains ownership of the Airport property it will assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from the grant.

The City has adopted non-discrimination policies and continues to comply with this assurance.

31. Disposal of Land.

When land purchased under a grant for airport development purposes is no longer needed for airport purposes, disposal of such land should be done at fair market value or the land must be made available to the US Transportation Secretary. Land is considered to be needed for airport purposes if it is needed for aeronautical purposes (such as the RPZ) or serve as a noise buffer, and the revenue from the interim uses of such land contributes to the financial self-sufficiency of the Airport. Disposition of the land must retain the rights necessary to ensure the land will only be used for airport-compatible purposes.

The City has, and continues to, comply with this assurance.

32. Engineering and Design Services.

The Sponsor will award engineering, planning, and design contracts based on qualifications, in the same manner as a contract for architectural and engineering services under Title IX.

The City has, and will continue to, secure professional services according to the guidance of Title IX.

33. Foreign Market Restrictions.

The Sponsor shall not allow grant funds to finance any project that uses any product or service of a foreign country listed by the US Trade Representative as denying fair and equitable market opportunities.

The City has not financed any product or services from a restricted country of origin. Materials and labor for any proposed project are readily available in the United States, so there should be no issues concerning securing them from non-listed countries.

34. Policies, Standards and Specifications.

The Sponsor shall carry out the project in accordance with the policies, standards, and specification approved by the Secretary of Transportation.

The City has, and will continue to, perform all projects in accordance with U.S. Department of Transportation policies, standards, and specifications.

35. Relocation and Real Property Acquisition.

If real property is to be acquired, the Sponsor will reimburse property owners – to the extent practicable – for necessary expenses, including relocation assistance or comparable replacement dwelling in accordance with FAA regulations.

Any future property acquisition will be implemented in accordance with currently adopted policies and procedures adopted by the FAA or the DOT.

36. Access by Intercity Buses.

Intercity buses, if applicable, will have access to the Airport.

No bus service is currently available at the Airport. Should service be developed, the City will allow access to the airport as required.

37. Disadvantaged Business Enterprise (DBE).

No discrimination on the basis of race, color, national origin, or sex will be tolerated in the award and performance of any FAA-assisted contract or in the administration of the Sponsor's DBE Program.

A review of past federally funded contracts entered into by the City indicates that all projects include a DBE clause and are in accordance with 49 CFR Part 26. The City is currently working to update the DBE Plan for the Airport.

38. Hangar Construction.

If a third party constructs a hangar at their own expense, the Sponsor will grant the third party a long-term lease subject to such terms and conditions on the hangar as the Sponsor may impose.

Current standard hangar lease agreements being used by the City are consistent with FAA guidance and this grant assurance.

39. Competitive Access.

This assurance only applies to medium or large hub airports.

This assurance does not apply to the Airport.

Other FAA Compliance Requirements

Federal Contracting and Procurement Documents

When an Airport Sponsor accepts an FAA Airport Improvement Program (AIP) grant, they agree to adhere to all applicable federal contracting and procurement requirements. Advisory circulars are required for use in AIP-funded projects. A checklist identifying the requirements that the Airport must consider prior to accepting a federal grant is included in each grant request. Items on the checklist include:

- Exhibit A Property Map may need to be updated if acquiring additional property
- Land Inventory may need to be updated if you have recently acquired land with federal assistance
- Appropriate signage and markings must be in place
- RPZ and approach surface deficiencies must be identified and steps to address deficiencies must be noted
- RSAs must meet FAA standards if planning a runway project
- DBE program goals must be met on projects more than $250,000
- Procedures should be in place to handle bid protests
- Open AIP grant projects need to be identified
- Project closeout form must be submitted within 90 days of work completion
- A “Certification of Economic Justification” must be included for routine pavement maintenance projects
- A “Revenue Generating Facility Eligibility Evaluation” must be completed for hangar constructing or fueling facilities
- A “Reimbursable Agreement” and “Non-Fed Coordination” must be completed for navigational aid projects
- A “Relocation Plan” must be completed if a project requires residences or businesses to be relocated

Special Conditions

In addition to the standard grant assurances discussed above, the FAA may require “Special Conditions” to individual grants which supplement or expand the standard grant assurances. Special Conditions are unique to an individual airport and can be project specific or administrative in nature. Airport Sponsors need to be aware of such conditions that may be applied to their airport.

Multijurisdictional Challenges

In some instances, airports are jointly owned and operated by more than one Airport Sponsor. In other instances, airports may be located within multiple jurisdictions. While the official Airport Sponsor is ultimately responsible for adherence to the grant assurance, the actions, or inactions, of surrounding jurisdictions can and do impact the Airport Sponsor's ability in meeting its Sponsor obligations. This is particularly true with land use compatibility issues around airports.

As a result, it is important in either circumstance that all jurisdictions affected by the airport understand the operational needs and complexities of having an airport within its jurisdiction. Mutual agreements addressing airport operational or land use protection needs, or other cooperative measures, are recommended by all jurisdictions to both protect the functionality of the airport as well as the safety and well-being of airport user and neighbors.

Airport Compliance Program

The Airport Compliance Program aims to ensure that the nation has a system of safe and properly maintained public use airports that operated according to the airport owners' federal obligations. The program is designed to safeguard the public's investment in civil aviation.

The Airport Compliance Program is not designed to control or direct operations at an airport, but to protect the federal investment by monitoring airports Sponsors' compliance with the commitments they made to the federal government. More specifically, the program is designed to:

- Educate Airport Sponsors
- Promote dispute resolution through an informal process using CFR 14 Part 13.1 and/or an alternative dispute resolution (ADR).
- Eliminate duplication by distinguishing between the functions of local, regional, and national FAA offices.
- Speed the decision-making process.
- Enforce agreements when necessary.

The guidelines of the Airport Compliance Program are found in FAA Order 5190.6B, Airport Compliance Requirements Manual. Order 5190.6B offers more details than what is found in the AIP grant application. The Manual must be consulted to develop corrective action with regard to any grant assurance deficiencies. The topics covered in the Airport Compliance Manual include:

- Scope and Authority of the FAA
- Compliance Program
- Federal Obligations from Property Conveyances
- Federal Grant Obligations and Responsibilities
- Complaint Resolution
- Rights and Powers and Good Title
- Airport Operations
- Exclusive Rights
- Unjust Discrimination between Aeronautical Users

- Reasonable Commercial Minimum Standards
- Self-Service
- Review of Aeronautical Lease Agreements
- Airport Noise and Access Restrictions
- Restrictions Based on Safety and Efficiency Procedures and Organization
- Permitted and Prohibited Uses of Airport Revenue
- Resolution of Unlawful Revenue Diversion
- Self-sustainability
- Airport Rates and Charges
- Airport Financial Reports
- Compatible Land Use and Airspace Protection
- Land Use Compliance Inspection
- Releases from Federal Obligations
- Reversions of Airport Property
- Appendices

As previously mentioned, the Airport Compliance Requirements Manual will guide the development of remedial actions, if and when needed, addressing the City's compliance with the FAA grant assurances.

Compliance Issues Resolution

Traditionally, the FAA has resolved disputes relating to compliance using a three-step process. The first two steps in the process are informal and reflect the FAA's understanding of many Airport Sponsors lack of full knowledge of their obligations relating to the Grant Assurances as well as the FAA's desire to solve compliance issues with the Sponsors through educating them on their roles and responsibilities under the compliance program. The three steps used by the FAA to resolve compliance issues are:

FAA Notification and Initial Investigation: This step takes place at the Airport District Office (ADO) level. This step is based on guidelines provided in the Airport Compliance Handbook, current FAA policies and precedents established by similar cases in the past.

Informal Dispute Resolution: This step is also handled at the local and/or regional FAA level. This step includes the FAA using Investigative and Enforcement Procedures outlined in 14 CFR Section 13.1 and Alternative Dispute Resolution (ADR).

Formal Enforcement Procedures: This is the third and final step in handling a compliance-related dispute. This step is handled primarily by the FAA's Headquarters in Washington, DC and is based on the FAA Rules of Practice for Federally-Assisted Airport Proceedings (14 CFR, Part 16).

Summary, Recommendations, and Best Management Practices

As detailed in the previous sections, The City maintains a high degree of control over the operation of the Newport Municipal Airport. The City meets all applicable financial reporting and record keeping requirements, formal procurement and contracting practices, and coordination with adjacent land owners, local government, and state government (airport overlay zoning, environmental agencies, etc.).

It is recommended that the City maintain communication with the FAA on a regular basis to ensure the continued compliance with the 39 assurances described above. Additionally, a number of best management practices are presented below. These practices are aimed at providing a preemptive approach to avoid potential future issues regarding certain grant assurances.

Sponsor Fund Availability. This master plan will identify a capital improvement plan (CIP) that will propose a feasible and attainable action plan for development at the Airport. Along with the estimated cost for the projects, the CIP will project the City's share of the improvement costs. The City should use this to budget for anticipated projects. Additionally, the CIP should be updated regularly based on development demand.

Accounting System, Audit, and Record Keeping Requirements. Although there are no existing concerns regarding the City's accounting system, it is recommended the City periodically review their accounting practices. This proactive approach will ensure that all needs of the City and FAA are met.

Hazard Removal and Mitigation. It is recommended that the City work aggressively towards removing and/or mitigating the effects of obstructions, if any, identified in the AGIS study. Additionally, the planned adoption of this Master Plan into the City's comprehensive plan will ensure that no future obstructions that could impact the Airport's operations are introduced.

Sponsor Continued Education. This chapter will serve as a tool to educate the Airport Sponsor and its employees on their roles and responsibilities as they relate to the Grant Assurances. Additional documents and resources are available on the FAA website, as well as through other organizations such as the Aircraft Owners and Pilots Association (AOPA) publication *AOPA's Guide to Airport Compliance.* The Airport Sponsor and its staff are encouraged to rely on these resources for their continued education as well as for answers on any compliance issues that may arise.