

# Chapter Six: Compliance Review



*Photo Credit: Union County*

**La Grande / Union County Airport**

**Airport Master Plan Update**

*FINAL – March 2018*

## Introduction

As a recipient of Federal Airport Improvement Program (AIP) grant funds, the La Grande / Union County Airport (Airport) is contractually bound to various sponsor obligation typically known as Grant Assurances. These Grant Assurances are included in the grant application package.

Although the Federal Aviation Administration (FAA) is continuously making an effort to educate Airport Sponsors in general of their obligations as grant recipients, much of the FAA's efforts with individual sponsors have been in reaction to violations that came to the FAA's attention and required corrective action.

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 thorough review of the most recent approved ALP, Zoning Ordinance, Rules and Regulation, Minimum Standards, airport fund/budget leases, easements, permits, and any other pertinent governing document to ascertain compliance with the 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, and 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.

## 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 or lack thereof with the individual assurances.

While Airport Sponsors should understand and comply with all grant assurances, there are several assurances that are common and recurring issues 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.

It must be noted that the terms, conditions, and assurances usually 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 Union County’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 Union County 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.

*The County, as acknowledged by the State of Oregon, is the local discretionary authority for the Airport.*

### 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, updated in June 2013, shows that the County owns the entire Airport property, with exceptions for the Runway 12, 16, and 34 Runway Protection Zones (RPZs). For future developments or projects shown to exceed the Airport's boundary, particularly expansion of the RPZs, the County will secure the land via fee acquisition or avigation easement. Additionally, the Exhibit "A" is being updated as part of this Master Plan.*

### 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.

*This assurance requires that all existing and proposed access points used to taxi aircraft across the airport property boundary to be depicted on the ALP. Additionally, all through-the-fence (TTF) agreements must be submitted for FAA's review to ensure that they do not deprive the Airport of the rights and powers necessary to perform any of the grant assurances. The Airport currently has no existing TTF agreements, although there are four locations where aircraft access the Airport from private property. The ALP, to be developed as part of this Master Plan, will reflect the four existing TTF access points. The County understands the need to obtain written TTF agreements on the four access points, and that it must submit the agreements to the FAA for review and approval. Additional guidance will be provided to the County, via appendix.*

### 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.

*It appears that past projects undertaken at the Airport were consistent with Local, County, and State plans. Additionally, this Master Plan will ultimately be adopted by Union County 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, which includes the industrial development area west of the Airport. It is recommended the County and City continue discussions to ensure only compatible development occurs as part of that zone.*

#### **7. Consideration of Local Interests.**

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

*The environmental review sections included in the Inventory and Alternatives Chapters did not identify any known public controversy at the Airport. This Master Plan has been conducted with the assistance of a Planning Advisory Committee (PAC) representative of the local community, with all meetings open to the public. Future projects will undergo public involvement, consistent with the project's scope.*

#### **8. Consultation with Users.**

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

*There are no indications that the County has not consulted with affected parties during prior projects. 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 County 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 County will coordinate with the FAA to determine what qualifies as a major project. If necessary, the County will publish in its newspaper of record the availability of a public hearing. This Master Plan process included six public open houses, all of which were advertised on the Airport's website and in The Observer.*

#### **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.

*Consistent with the recommendations in Chapter 5, Development Alternatives, the County should, as it has in the past, coordinate with applicable agencies during project design to determine permit requirements, if any.*

#### **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 Oregon Department of Aviation (ODA) has a Pavement Evaluation/Maintenance Program. As part of the program, pavement inspections were most recently conducted in 2014 at the Airport and Micro PAVER*

*software was used to model projected pavement deterioration rates and create a pavement maintenance program. In addition, Pavement Maintenance was performed at the Airport during the summer of 2015. This Master Plan recommends that this Pavement Maintenance Program be adopted and implemented by the County. The Airport CIP will reflect the County'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.

*The existing fixed base operator building, does provide all safety and access equipment required by rule and regulation.*

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

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

*Currently, it appears the County's recordkeeping satisfies FAA's requirements. However, the County should periodically evaluate their accounting system to ensure future compliance as this assurance has been identified as a recurring issue on the national level. Project documentation should be readily accessible and include such items as fund transfers, income received, expenditures, and any other information pertinent to the project.*

#### **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 County 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.

*Although no specific projects were reviewed, it is believed that the County does comply with this assurance. It is recommended that all future project plans and specifications continue to include appropriate clauses regarding veteran's preference.*

#### **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.

*Regular contact with the FAA should be initiated by the County and the County's engineer to avoid any miscommunications or deviations from the approved program. Onsite construction inspection should help lessen the possibility of work being performed inconsistent with 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.

*All future projects should be overseen by qualified construction inspection personnel. A review of past projects indicates that the County has complied with this requirement.*

### **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 County 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 County will continue this process for all future planning projects.*

### **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 minimum 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 County does meet the criteria of this grant assurance, however, the Airport should periodically update its Minimum Standards in order to ensure continued compliance.*

### **20. Hazard Removal and Mitigation.**

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

*The County 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 Airport in the Union County Comprehensive Land Use Plan, which is in compliance with Oregon Revised Statutes 836.600 through 836.630, Local Government Airport Regulation. Additionally, the County has adopted an overlay to protect FAR Part 77 imaginary surfaces.*

*The development alternatives do identify potential locations for crew camping. If the County were to pursue the locations identified on airport property, it is advisable to consult with the FAA prior to construction.*

## **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 County is currently updating its land leases for hangars at the Airport. In doing so, the County should strive to make the lease rates equitable and based on real 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 County'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 County 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. Existing TTF access points should be entered into agreements with the County to ensure the County's compliance with this grant assurance.*

## **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.

*It is recommended that the County routinely review and revise the rental structure with the goal of becoming financially self-sustaining. The fee structure must be based on a market study that looks at balancing the attractiveness of the Airport while generating the most possible 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.

*The County does comply 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 County has complied with all requests by the FAA for data and records pertaining to the Airport. These reports are also available to the public, as part of the County'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 County 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 County 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.

*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 County has, 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 County 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 County 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 County has not knowingly 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 County 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.

*Depending on the development alternative selected, the County may propose property acquisition for the RPZ areas, or acquisition of avigation easements. In that instance, the County would undergo the necessary Environmental Review for property acquisition, ensuring compliance with this grant assurance.*

### **36. Access by Intercity Buses.**

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

*No bus service is currently available at the Airport. Any future bus service would only be rural in nature.*

### **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 County indicates that all projects include a DBE clause and are in accordance with 49 CFR Part 26.*

### **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 condition on the hangar as the Sponsor may impose.

*Current hangar lease agreements entered into by the County are consistent with FAA guidance and this grant assurance. However, many old leases are outdated and should be renewed for consistency with FAA*

guidance. Generally, it is recommended that the County periodically review their lease agreements to ensure continuous compliance.

### 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:

- ALPs should be up to date
- 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
- Airports must hold good title to the airport landing area
- 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 County'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 process' first two steps 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, Union County maintains a high degree of control over the operation of the La Grande / Union County Airport. The County 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.).

That said, it is recommended that the County 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 County's share of the improvement costs. The County 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 County's accounting system, it is recommended the County periodically review their accounting practices. This proactive approach will ensure that all needs of the County and FAA are met.

**Lease and Through-the-Fence Agreements.** The County should develop a system for periodic review of market rates and fees, and land appraisals for updating tenant and land leases. Additionally, the County should work with the FAA to develop appropriate TTF agreements for the four access points. **Appendix F** is a copy of the State of Oregon's guidance for TTF standards, and the County should consult it in preparation of their own agreements.

**Hazard Removal and Mitigation.** It is recommended that the County 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 County'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.