U.S. Department
of Transportation
**Federal Aviation
Administration**

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June 7, 2018

Kenneth Mead, Esq.
General Counsel
Aircraft Owners and Pilots Association
Via Email

Part 13.1 Report
Complaint Review Letter

Dear Mr. Mead:

The Federal Aviation Administration's (FAA) Airports Division, Southern Region has completed its informal review of the Aircraft Owners and Pilots Association's (AOPA) allegations that the Greater Asheville Regional Airport Authority (GARAA), owner and operator of the Asheville Regional Airport (the Airport), is operating the Airport in a manner that is inconsistent with its federal obligations. The FAA's Airports Division, Southern Region has concluded that the allegations are not supported and that no further review is warranted at this time. This conclusion is explained below.

On August 28, 2017, AOPA submitted an informal complaint against the Asheville Regional Airport[1] (Complaint) to the FAA's Airports Division, Southern Region, Memphis Airports District Office. The Memphis Airports District Office referred the matter to this office.

On August 29, 2017, the National Air Transportation Association (NATA) submitted a letter (NATA letter) to the FAA's Airports Division, Southern Region in response to the "recently filed FAA Part 13 complaint alleging 'egregious FBO pricing practices'" at the Airport. NATA states that "[a]ssertions made in this complaint reflect a misunderstanding of a number of key points related to the economics of aviation businesses, the pricing of aeronautical services, industry consolidation and the airport sponsor-tenant relationship."[2]

On November 20, 2017, Signature Flight Support Corporation (Signature) submitted a letter (Signature letter) to the FAA's Airports Division, Southern Region in response to AOPA's complaint. The purpose of the Signature letter was "to dispel some of [the Complaint's] many inaccuracies and to ensure that the Greater Asheville Regional Airport Authority is not unduly burdened by the unfounded assertions regarding airports that have a single FBO service provider."[3]

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[1] While AOPA does state the informal complaint is against the Asheville Regional Airport, the FAA deems the complaint to be against GARAA, the airport sponsor.
[2] NATA letter at 1.
[3] Signature letter at 1. Although this office does not routinely consider correspondence submitted by non-parties in its review of an informal complaint, the parties have subsequently referenced the NATA letter and Signature letter, and we have therefore included them as part of the record to this proceeding.

To investigate this complaint, the FAA's Airports Division, Southern Region reviewed the documentation submitted by the parties;[4] the NATA and Signature letters, to the extent referenced by the parties; and the Airport Layout Plan.

FAA's Standard of Compliance and Burden of Proof

FAA Order 5190.6B, *FAA Airport Compliance Manual*, provides the following standard of compliance at ¶2.8.b:

> A sponsor meets commitments when: (1). The federal obligations are fully understood; (2). A program (e.g., preventive maintenance, leasing policies, operating regulations, etc.) is in place that the FAA deems adequate to carry out the sponsor's commitments; (3). The sponsor satisfactorily demonstrates that such a program is being carried out; and (4). Past compliance issues have been addressed.

The FAA applies this standard of compliance to a sponsor's actions. The FAA does not judge an airport sponsor simply by the plain language of agreements or minimum standards, since such documents are rarely so perfectly crafted as to avoid all possibilities for inconsistency over time, changing circumstances, and interpretations. Rather, the FAA judges compliance by an airport sponsor's actions, or inactions, with respect to those agreements or minimum standards.[5]

The FAA compliance program is designed to achieve voluntary compliance with federal obligations accepted by owners and/or operators of public-use airports developed with FAA-administered assistance. Therefore, in addressing allegations of noncompliance, the FAA will make a determination as to whether an airport sponsor is *currently* in compliance with the applicable federal obligations. Consequently, the FAA will consider the successful action by the airport to cure any alleged or potential past violation of applicable federal obligation to be grounds for dismissal of such allegations.[6]

The burden of proof is borne by the complaining party. FAA Order 5190.6B, *FAA Airport Compliance Manual*, at ¶5.8(c) states:

> When evaluating a complaint, the investigating FAA office must identify the facts and separate facts from unsubstantiated allegations. Only complaints supported by facts may be considered in finding an airport in noncompliance for purposes of withholding discretionary funding. The complaining party has the responsibility to provide sufficient factual information to support the allegation(s). A supported fact is one that can be substantiated through corroborating evidence.

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[4] Documents submitted by the parties consist of the following and all accompanying exhibits:

a. The Complaint.
b. November 1, 2017 Response to Informal Part 13 Complaint submitted by AOPA against the Asheville Regional Airport (Answer).
c. March 8, 2018, Reply to Response to Informal Part 13 Complaint submitted by AOPA against the Asheville Regional Airport (Reply).
d. April 19, 2018 email from GARAA re; AOPA Part 13 Complaint (GARAA email (April 19, 2018)).
e. May 18, 2018 email from GARAA re: Signature FBO Lease (February 29, 2011 Signature FBO Lease Agreement).

[5] Self Serve Pumps, Inc. v Chicago Executive Airport, FAA Docket No. 16-07-02, (March 17, 2008) (Director's Determination) at 31-32.

[6] *See*, e.g. Wilson Air Center v. Memphis and Shelby County Airport Authority, FAA Docket No. 16-99-10, (August 30, 2001) (Final Agency Decision) (Wilson Air Center FAD) at 5; see also Wilson Air Center, LLC v. FAA, 372 F.3d 807 (6th Cir. 2004) (Wilson Air Center, LLC v. FAA).

Summary of Pertinent Background

The Airport is a non-hub, primary commercial service airport located nine miles south of downtown Asheville, North Carolina. In 2007, the Asheville Regional Airport had one fixed base operator (FBO), Asheville Jet d/b/a Million Air Asheville (Asheville Jet). At the time, GARAA's predecessor, the Asheville Regional Airport Authority Board (Board),[7] entered into an FBO development agreement with Encore Acquisitions/Landmark Aviation (Landmark) for the development and operation of a competing FBO.[8] Thereafter, in 2011, Asheville Jet sold its airport assets to Landmark. Both leaseholds were consolidated under a lease encompassing approximately 47 acres. This leasehold also includes a preferential use aircraft apron containing tie-downs (for both based and transient aircraft), taxilanes, and fueling areas.[9] In early 2016, BBA Aviation, Signature's parent company, acquired Landmark.[10] At this time, Signature is the sole FBO at the Airport.

Allegations, Analysis, and Discussion

AOPA alleges that the GARAA, through its agreement with Signature, is violating Grant Assurance 22, *Economic Nondiscrimination*, and Grant Assurance 23, *Exclusive Rights*. To determine whether the GARAA complies with its federal obligations, the FAA's Airports Division, Southern Region grouped AOPA's allegations into four issues. Each issue is analyzed below.

Issue (1) Whether Signature's pricing practices are unreasonable in violation of Grant Assurance 22, *Economic Nondiscrimination*.

AOPA alleges that,

> Signature's pricing model is unreasonable because Signature requires transient operators to pay for services—which the operator may not need, want, or use—as a condition of engaging in an aeronautical use of Signature's facility. Signature Asheville's aeronautical services primarily include storing and parking of aircraft on its ramp space, and providing fuel to aircraft operators.[11]

AOPA asserts that "Signature's fees must bear a causal relationship to the cost of the services rendered" pursuant to the FAA's Policy Regarding Airport Rates and Charges (Rates and Charges Policy).[12] For example, AOPA states that Signature's fees for use of the transient ramp space are unreasonable because the fees exceed the costs of maintaining and operating the ramp space.[13] AOPA then concludes that the Airport "lacks any competitive forces to ensure that Signature maintains reasonable pricing for its services."[14]

GARAA responds by stating that it has met its obligation under Grant Assurance 22(b) because its agreement with Signature includes the required nondiscrimination and reasonableness provisions, which

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[7] On June 28, 2017, the FAA approved a request from the Counties of Buncombe and Henderson and the City of Asheville to transfer sponsorship of the Airport to the GARAA.

[8] Asheville Jet filed a formal complaint under 14 CFR Part 16 against the Board, pursuant to the terms of the development agreement with Landmark. See Asheville Jet, Inc. d/b/a Million Air Asheville v Asheville Regional Airport Authority; City of Asheville, North Carolina; and Buncombe County, FAA Docket No. 16-08-02, (October 1,) (Director's Determination).

[9] Answer at 2.

[10] Answer at 3.

[11] Complaint at 4.

[12] Complaint at 5 (referencing 61 Fed. Reg. 31994 (June 21, 1996), as amended at 73 Fed. Reg. 40430 (July 14, 2008), and published in its entirety at 78 Fed. Reg. 55330 (September 10, 2013)).

[13] Complaint at 5.

[14] Complaint at 5.

GARAA is enforcing.[15] GARAA further answers that AOPA's reliance on the Rates and Charges Policy is inapt because the FAA permits the use of fair market prices for non-movement airfield facilities.[16]

Grant Assurance 22(b), states that an airport sponsor in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the Airport, the sponsor will insert and enforce provisions requiring the contractor to 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.[17]

The FAA's Airports Division, Southern Region reviewed GARAA's unexecuted lease agreement with Signature. We note that this agreement includes the provisions required by Grant Assurance 22(b) at paragraph 13.5 and again in Exhibit E. Therefore, we conclude that GARAA complied with the requirement to insert these provisions.

In considering whether Signature's fees are reasonable, we found AOPA's assertions to be unpersuasive. A transient operator incurs fees "as a condition of engaging in an aeronautical use of Signature's facility."[18] However, a transient operator could avoid Signature's fees if it did not engage in an aeronautical use of Signature's facility. The fact that Signature charges transient operators for services it provides at its leasehold is not unreasonable. Rather, this is a common business practice. Moreover, the FAA cannot draw any conclusions about Signature's rate structure at the Airport from the information AOPA provided. As AOPA notes, "FBOs are not required to be transparent with their pricing."[19] Simply comparing Signature's rates and charges to those of surrounding airports or costs necessary to maintain and operate part of Signature's leasehold does not reflect Signature's total costs at the Airport. For example, GARAA has required Signature to make a substantial investment in its leased facilities at the Airport. Such investments include the general aviation terminal building, several box/bulk-storage hangars, 68 t-hangars, aircraft maintenance facilities, office space, a fuel farm, and a self-service pump and fueling area for 100LL avgas.[20] In addition to this initial investment, the FBO was required to spend another $750,000 in leasehold improvements, including, as a minimum, improvements to the south and middle ramps as well as future financial commitments assumed in the lease agreement.[21]

Given the financial commitments Signature has agreed to undertake, this office considered conclusions made by the Director in Skydance Helicopters, Inc. d/b/a Skydance Operations, Inc. v Sedona Oak-Creek Airport Authority and Yavapai County, Arizona, FAA Docket No. 16-02-02, (March 7, 2003) (Director's Determination) (Skydance DD),

> Under a long-term lease, the airport owner transfers the cost of the capital improvement and the risk associated with financing to the tenant. In return, the airport owner gives up a degree of flexibility. Prospective tenants considering a substantial investment in the airport generally seek a lease term sufficiently long to ensure that the tenant gets not only a return *of* its investment, but a return *on* its investment as well.

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[15] Answer at 5.
[16] Answer at 5.
[17] FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶ 12.5(a).
[18] Complaint at 4.
[19] Answer at 6.
[20] Signature's FBO lease at 3.
[21] Signature's FBO lease at 3.

> ...Making a substantial capital investment in any airport carries a level of financial risk for the aeronautical or commercial operator making that investment.[22]

Signature has assumed a certain level of risk by investing in its facilities at the Airport, and like Skydance, Signature is entitled to pursue the business model that provides a return on this investment.

The FAA's Airports Division, Southern Region concludes that AOPA's reliance on the Rates and Charges Policy is misplaced. As explained in Robert Kihlstrom v Port of Orcas, Washington State, FAA Docket No. 16-02-07, (September 1, 2004) (Director's Determination) (Kihlstrom DD),

> [a]irports collect the bulk of their revenues from two general groups of users: (1) aeronautical users, such as commercial (passenger) airlines, and (2) non-aeronautical concessionaires, including car rental agencies, parking lots, restaurants, gift shops, and other small vendors. For airfield fees – aeronautical fees charged for the use of the runways, taxiways, ramps, aprons, and roadway land – the FAA's policy is that aeronautical fees be based on cost. For non-airfield fees – aeronautical fees charged for the use of all other aeronautical facilities and services, including terminals, hangars, cargo space, and maintenance – the FAA's current policy instead permits (but does not require) airports to use fair market value – permitting the fees to be set by the market. In the context of *aeronautical* fees, the reasonableness requirement encompasses both cost-based fees (for airfield) and potentially fair market valuation (for non-airfield).[23]

AOPA attempts to argue that Signature's fees for aeronautical services rendered in its leased area should be regulated in the same manner as aeronautical fees for the use of the runways.[24] Such a standard would not be applied to similar fees levied directly by an airport sponsor, and therefore, we cannot find Signature's use of a fair market rate to be unreasonable.

Finally, we considered the Director's conclusions in Signature Flight Support Corp. v. City of Orange, FAA Docket No. 16-17-02, (July 21, 2017) (Director's Determination and Order) (Signature DD). In dismissing the complaint, the Director concluded that when an airport sponsor is selecting an FBO, the sponsor has "a right and responsibility to consider pricing in FBO selection, such a decision does not violate Grant Assurance 22. Nor is FAA in a position to second-guess the Board's analysis of pricing or the weight it accorded the pricing information provided by the bidders."[25]

The FAA's Airports Division, Southern Region reaches a similar conclusion here. GARAA believes that Signature's fees are necessary and reasonable. This office is not in a position to second-guess GARAA and trusts GARAA will remain open to working directly with general aviation users and AOPA to address fuel prices and ramp fees as a going concern.

Issue (2) Whether Signature's exclusive control of transient parking at the Airport unreasonably restricts transient operators from self-servicing their aircraft in violation of Grant Assurance 22(f).

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[22] Skydance Helicopters, Inc. d/b/a Skydance Operations, Inc. v Sedona Oak-Creek Airport Authority and Yavapai County, Arizona, FAA Docket No. 16-02-02, (March 7, 2003) (Director's Determination) (Skydance DD) at 29

[23] Robert Kihlstrom v Port of Orcas, Washington State, FAA Docket No. 16-02-07, (September 1, 2004) (Director's Determination) (Kihlstrom DD).

[24] Complaint at 4, 5.

[25] Signature Order at 6.

AOPA asserts that: (1) "the airport does not provide its own self-serve fuel station as a means of driving down Signature's fuel prices;"[26] (2) "GARAA obligated itself to not grant any right or privilege which prevents any aircraft operator at Asheville Airport from performing any service on its own aircraft that it may choose to perform;"[27] and (3) "[t]he FAA has identified the tying down of an aircraft as a service which the aircraft operator is permitted to perform in accordance with any reasonable restriction imposed by the airport."[28]

GARAA responds by stating that,

> [t]he self-service fuel area is located off taxiway D1, on the northeast corner of the aircraft ramp, just beyond the hangar building. This is not an aircraft parking area, but an area for pilots to service their aircraft, for which they are not charged parking or handling fees by either the FBO or the Airport. Due to security requirements, un-badged pilots must remain with their aircraft. Any pilot using FBO services or facilities would be subject to applicable ramp fees, which, as we noted earlier, are waived with the purchase of a minimum amount of fuel.[29]

Grant Assurance 22(f) obligates an airport to not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.[30] Grant Assurance 22(f) may be limited by Grant Assurance 22(h) which permits the Airport sponsor to establish reasonable, and not unjustly discriminatory, conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.[31]

The right to self-service precludes the establishment of any unreasonable restrictions on the owners or operators of aircraft regarding the servicing of their own aircraft and equipment. Self-service activities must be conducted by the aircraft owner with their own personnel, equipment, and supplies. Grant Assurance 22(f) does not require the Airport sponsor to provide the equipment necessary for aircraft owners to engage in self-service activities. Therefore, GARAA has no obligation to provide a retail self-service fueling station. We note that GARAA has designated a specific location for aircraft owners to engage in self-service fueling activities.

AOPA also misconstrues Grant Assurance 22(f) with regard to tying down an aircraft. AOPA notes that "[a]n overnight stop at Asheville Airport for a transient operator, without a fuel purchase, will cost a Cessna 182T operator $57.00 and a Pilatus PC-12/45 operator $423.00."[32]

This aspect of AOPA's concern relates to fees that are triggered by overnight, transient aircraft parking and not simply tying down in order to service one's own aircraft. Grant Assurance 22(f) does not confer an obligation to provide aircraft parking unassociated with the servicing of one's own aircraft. FAA Order 5190.6B, *FAA Airport Compliance Manual*, consistently refers to "tie-down" as a commercial aeronautical service, synonymous with aircraft parking, when it is not discussed within the context of self-service activities that include adjusting, repairing, cleaning, fueling, or maintaining one's aircraft.[33]

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[26] Complaint at 2.
[27] Complaint at 6.
[28] Complaint at 6.
[29] GARAA email (April 19, 2018).
[30] FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶11.2.
[31] FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶11.2, 11.6, and 11.7.
[32] Complaint at 3.
[33] FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶9.6(c), 9.7, and Appendix C(h).

In fact, FAA Order 5190.6B states, the sponsor may use direct charges, such as tie-down fees to charge aeronautical users for the use of airport facilities.[34] Given this distinction, we are unclear as to how a transient aircraft owner would be in the position to park their own aircraft with their own resources.

GARAA fulfills certain Grant Assurance 22 obligations, described in paragraph 9.7 of FAA Order 5190.6B, through its lease agreement with Signature. The fact that Signature charges for services, including aircraft tie-downs or parking, is not inconsistent with Grant Assurance 22. If such services were provided directly by GARAA, Grant Assurance 24, *Fee and Rental Structure*, would compel GARAA to charge for them.

The FAA's Airports Division, Southern Region concludes that GARAA is currently in compliance with its obligations under Grant Assurance 22(f). In reaching this conclusion, we rely in part on Monaco Coach Corporation v. Eugene Airport and the City of Eugene, Oregon, FAA Docket No. 16-03-17, (March 4, 2005) (Final Agency Decision) (Monaco Coach FAD) which states that the FAA's

> ...role in determining compliance is to determine whether or not a sponsor has a program in place that reasonably adheres to its Federal obligations: in this case, to allow self-fueling. A sponsor is not obligated to provide a specific level of service or convenience, however reasonable it may be, when it provides an alternative, reasonable level of service or convenience. [Monaco Coach FAD at 15-16.]

Issue (3) Whether Signature's pricing model and exclusive control of transient parking creates an unreasonable condition in violation of Grant Assurance 22(a).

AOPA contends that "[t]he combination of Signature's pricing model and its exclusive control over all transient parking at [the Airport] presents unreasonable conditions and terms for transient operators to access the airport."[35]

AOPA's discussion of this allegation, however, is simply a restatement of its initial position – the fees charged by Signature are unreasonable. This allegation is addressed above, and the analysis supporting this office's conclusion that GARAA is currently in compliance with Grant Assurance 22(b) similarly applies to this allegation.

AOPA does not document that the fees result in a denial of access as much as an inconvenience. Specifically, AOPA states that,

> ...transient operators have no meaningful alternative to Asheville Airport. For most operators, the airport selected is based on its proximity to their ultimate destination. The inconvenience and cost of traveling to another airport for refueling at a lower price outweighs any fuel price differences between the airports.[36]

Grant Assurance 22(a) obligates an airport sponsor to 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, including commercial aeronautical activities offering services to the public at the Airport.

AOPA fails to establish how the pricing and transient parking services are so unreasonable as to deny access in violation of Grant Assurance 22(a). A complainant, making the argument that an airport's

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[34] FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶9.3, 12.7(b), 12.7(g)(2)(f)
[35] Complaint at 6.
[36] Complaint at 6.

requirements are so unreasonable or burdensome as to deny the complainant access, has the responsibility to demonstrate, with supporting documentation and information, that the requirements are in fact unreasonable and burdensome.[37] As stated in Airborne Flying Service, Inc. v City of Hot Springs, Arkansas, FAA Docket No. 16-07-06, (May 2, 2008) (Final Decision and Order) (Airborne FAD). "It is not sufficient to show the sponsor's requirements are merely less convenient or even more costly than the complainant's preferred options."[38]

Although AOPA goes on to conclude that the Airport is a distinctive market and Signature enjoys a monopoly, AOPA does not meet its burden of proof with regard to how GARAA's decision to allow Signature to provide transient parking services is unreasonable. For this reason, and as otherwise discussed above, the FAA's Airports Division, Southern Region concludes that GARAA is meeting its obligations with regard to Grant Assurance 22(a).

Issue (4) Whether GARAA has conveyed an exclusive right to Signature in violation of Grant Assurance 23, *Exclusive Rights*.

AOPA alleges that GARRA has channeled all transient aircraft tie-down activities to Signature, thus granting an exclusive right.[39] GARAA does not respond directly to this allegation but states that the Airport has approximately 50 acres of available land to accommodate a second FBO at the Airport.[40]

Grant Assurance 23, *Exclusive Rights*, prohibits an airport sponsor from granting to one entity the right to provide a particular aeronautical service to the public while preventing other similarly situated entities from offering the same aeronautical service. FAA Order 5190.6B, *FAA Airport Compliance Manual*, defines an exclusive right as, "a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right."[41]

Signature's existence as the sole FBO at the Airport at this time is not tantamount to an exclusive right. The fact that only one entity provides a particular service at an airport does not, in itself, violate Grant Assurance 23.[42] In these cases, the FAA must consider whether the Airport sponsor has denied any *qualified* parties the opportunity to become an aeronautical services provider on the Airport. However, the FAA may find a violation of Grant Assurance 23 when an airport sponsor permits an aeronautical service provider to control land and/or facilities that it cannot put to gainful aeronautical use in a reasonable period of time and/or the vacant property controlled by the aeronautical service provider denies a competitor from gaining entry onto the Airport.[43]

AOPA does not identify any aeronautical service providers that have been debarred or denied access from the Airport as a result of Signature's agreement with GARAA or otherwise. To the contrary, AOPA claims that "the current demand for [the Airport] is unlikely to support a second FBO."[44] Under

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[37] See Airborne Flying Service, Inc. v City of Hot Springs, Arkansas, FAA Docket No. 16-07-06, (May 2, 2008) (Final Decision and Order) at 16; ALCA, The Cylinder Shop/Wayman Aviation, Suncoast Aviation, and National Aviation v Miami-Dade County, Florida, FAA Docket No. 16-08-05, (August 31, 2010) (Director's Determination) (ALCA) at 27; and Sun Valley Aviation, Inc. v Valley International Airport, City of Harlingen, Texas, FAA Docket No. 16-10-02, (December 11, 2012) (Director's Determination) (Sun Valley Aviation) at 54.
[38] Airborne FAD at 16.
[39] Complaint at 7.
[40] Answer at 7.
[41] FAA Order 5190.6B, FAA Airport Compliance Manual, ¶8.2.
[42] See FAA Order 5190.6B, FAA Airport Compliance Manual, ¶8.9(b).
[43] See FAA Order 5190.6B, Airport Compliance Manual, ¶8.7(b).
[44] Complaint at 5.

the circumstances, the FAA's Airports Division, Southern Region concludes that GARAA is currently meeting its obligations with regard to Grant Assurance 23, *Exclusive Rights*.

Conclusions

The FAA's Airports Division, Southern Region hereby determines, as to the allegations raised by AOPA that the GARAA is currently in compliance with Grant Assurance 22, *Economic Nondiscrimination*, and Grant Assurance 23, *Exclusive Rights*, and that no further review of this matter is warranted.

This preliminary review is not a final agency decision subject to judicial review. If you believe this office has erred, you may file a formal complaint under 14 CFR § 16, *Rules of Practice for Federally-Assisted Airport Enforcement Proceedings*.

If you have any questions, please feel free to contact me at (404) 305-6723 or heather.haney@faa.gov.

Sincerely,

Heather Haney

Heather A. Haney
Airport Compliance Specialist

cc: Mr. Maverick Douglas, Manager, Safety and Standards Branch, Airports Division, Southern Region
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