



COEUR D'ALENE
A I R P O R T

AIRPORT ADVISORY BOARD

MINUTES OF MEETING

March 10, 2021 - 5:00 p.m.
10375 Sensor Avenue- Airport Manager's Office
Coeur d'Alene Airport, Hayden, Idaho

MEMBERS PRESENT:

X	Chairman Gfeller
X	Aaron Salzer
X	Alex Birch
X	Brett Boyer
X	Joan Genter
X	Mark Vehr
X	Tim Komberec

CALL TO ORDER/ROLL CALL: Chairman Gfeller called the meeting to order at 5:03 pm. and did Roll Call.

PLEDGE OF ALLEGIANCE: All stood for the Pledge of Allegiance.

STAFF PRESENT: Steven Kjergaard, Linda Leigh, Kim Stevenson.

VISITORS PRESENT: Corrie Siegford, T-O Engineers.

CONFLICTS OF INTEREST: No conflicts of interest were noted.

CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES: (Action)

MOTION: Tim Komberec moved to approve the minutes of the last meeting. Brett Boyer seconded; the motion carried.

STAFF REPORTS/UPDATES: (All Discussion Items)

A: FAA Grants – Steven Kjergaard presented the 2021 Coeur d’Alene Airport Capital Improvement Plan, including projects for the years 2020-2027 (attached), which has been submitted to the FAA. Some items include the purchase of a new ARFF truck as ours is 20 years old, and a new Master Plan is due in 2027. Land release has been approved for the sale of approximately 60 acres East of Airport Drive, West of Ramsey Road, and South of KCSO Search & Rescue building. Non-AIP projects are also included in the CIP. Northside Gulfstream development will be a reimbursement but costs are still shown.

Steven then presented the Engineering Projects Status Report from T-O Engineers (attached).

- 1. Taxiway D North** – Next week we should know when work will start again and what is going to happen with the pavement.
- 2. Perimeter Fence Project** – Southern side of Taxiway D-6 is only section left to complete.
- 3. Ramsey Land Release** – FAA planning to do the review next week.
- 4. Snow Removal Equipment (SRE) and Administration Building Design** – We should have a cost by April 1, 2021, for the SRE side of the building. The building design has changed from 12,000 sq ft to just under 10,000 sq ft on the SRE side, and the building has been shortened by six feet. This was budget driven and FAA driven because of what they will fund and what they won’t fund.
- 5. Other Miscellaneous** - Infinite Apron is moving forward and we are expecting 7 additional hangar developments there.
- 6.** Chairman Gfeller asked about the new SRE and Admin building location and taking space that could be leased out. Steven Kjergaard responded that the area cannot be used for hangar development because we don’t want any impediment to our ARFF truck response out of the ARFF building. It is also a destination point for emergency services such as Northern Lakes Fire.

B: Fee Review – April 2021 – Steven Kjergaard reminded all that we will do the annual review of fees next month, including all Airport fees and sewer fees. We expect that most fees will have our standard CPI adjustment and discuss a possible fuel flowage fee increase. We will also be recommending changing the way the use fees are collected by the FBO’s for transient aircraft by making it a bulk fee. We will be finalizing our sewer study as well.

CDA Airport Association Update: None.

PUBLIC COMMENT: None.

ADJOURNMENT:

MOTION: Aaron Salzer motioned to adjourn the meeting at 5:17 pm, Joan Genter seconded; the motion carried.

Respectfully submitted,

Kim Stevenson
Recording Secretary

**Coeur d'Alene Airport (KCOE)
Project Capital Improvement Program**

3/1/21 CIP YEAR	PROJECT	PCI	PVMT AGE	Federal Fund %	Total Program Costs (Includes Hard and Soft Costs)				FAA Planned Grant Year	Spent To Date
					AIRPORT FUNDS (7.5%)	ITD AERO (2.5%)	FAA AIP	TOTAL		
2020	Construct North Taxiway (Const 2020)/Construct Connecting Taxiways (Decouple Runway 20-24 (Design 2020))			100%	\$0	\$0	\$1,861,805	\$1,861,805		
2020	Repackage Decouple R/W 20-24 to Electrical (Design & Const Obs)							\$288,000		
2020	Construct Partial Airport Perimeter Fence			100%	\$0	\$0	\$558,694	\$558,694		
2020/2021	Construct SRE Storage Building (Design 2020; Const 2020)			90%	\$181,575	\$60,525	\$2,178,900	\$2,421,000	\$ 1,125,000.00	
2021	Acquire ARFF Index A Truck (Ex Vehicle is 2001 E-One Titan 4X4)			90%	\$48,750	\$16,250	\$585,000	\$650,000		
2022	Electrical Improvements - Construct Phase II			90%	\$50,400	\$16,800	\$604,800	\$672,000		
2023	Construct Taxiway B-4 (NE midfield to N) - Design and Construct	90	2012	90%	\$45,000	\$15,000	\$540,000	\$600,000		
2024	Acquire Snow Removal Equipment (SRE)			90%	\$52,500	\$17,500	\$630,000	\$700,000	Included below	
2023	Rehabilitate Runway 6-24 - Mill and Overlay	86/68	2001	90%	\$223,500	\$74,500	\$2,682,000	\$2,980,000		
2024	Construct Taxiway F to Runway 6 (west)			90%	\$232,500	\$77,500	\$2,790,000	\$3,100,000		
2026	De-Couple Runway 20/24 and associated Taxiways - Construct	94	2012	90%	\$223,500	\$74,500	\$2,682,000	\$2,980,000		
2026	Rehabilitate Taxiway A - Reconstruct	94	2012	90%	\$162,750	\$54,250	\$1,953,000	\$2,170,000		
2026	Reconfigure Geometry of Runway 2 and Taxiway D & Demo GA Terminal Bldg (2)	94	2012	90%	\$72,750	\$24,250	\$873,000	\$970,000		
2026	Land Acquire Avigation Easements - Runway 2 RPZ			90%	\$7,500	\$2,500	\$90,000	\$100,000		
2026	Construct Taxilane Extension - D-3			90%	\$29,250	\$9,750	\$351,000	\$390,000		
2027	Master Plan Update			90%	\$30,000	\$10,000	\$360,000	\$400,000		
2027	Land Acquisition - Fee Simple East Portion of Parcel A-40 (80 acres)			90%	\$225,000	\$75,000	\$2,700,000	\$3,000,000		
TOTAL					\$1,532,475	\$510,825	\$20,810,199	\$23,141,499		

Note: (1) The rearrangement of the projects was to move low priority projects out of the same year as high priority projects. This change will increase the likelihood of funding.
(2) Projects linked and dependent upon each other.

2/10/21C IP YEAR	PROJECT	PCI	PVMT AGE	Federal Fund %	Total Program Costs (Includes Hard and Soft Costs)				
					AIRPORT FUNDS (7.5%)	ITD AERO (2.5%)	FAA AIP	TOTAL	
2021/22	Construct Non AIP Administration Portion of Building (2,490 Sft)			0%	\$871,500	None	None	\$871,500.00	
2021/22	Construct Non AIP SRE Portion of Building (2,770 sft)			0%	\$415,500	None	None	\$415,500.00	
2021	Construct Gulfstream Road and Utilities			0%	\$840,000	None	None	\$840,000.00	
2022	Extend Utilities for Taxilane D-1A (Corner)			0%	\$130,000	None	None	\$130,000.00	
2022	Reconfigure Infinity Apron - Utility Extension			0%	\$250,000	None	None	\$250,000.00	
2023	Acquire Snow Removal Equipment (SRE)			0%	\$700,000	None	None	\$700,000.00	
2026	Extend Utilities for Taxilane D-3			0%	\$260,000	None	None	\$260,000.00	
TOTAL					\$3,467,000			\$3,467,000.00	
					INCOME				
2021	Property Sale A-10 (Ramsey Road Realignment) - 2.961 Acres *				\$296,100			\$296,100	
2021	Property Sale A-3 (Bounded by Miles, Ramsey & Airport Dr) - 70.61 Ac *				\$7,061,100			\$7,061,100	

\$350/sft
\$150/sft

* property estimated at \$100,000 per acre

MARCH 8, 2021 STATUS REPORT – Engineering Projects

Coeur d’Alene Airport

By: Corrie Esvelt-Siegford, T-O Engineers

Taxiway D North (Design Only)

T-O Project No. 190029; AIP Project No. 3-16-0010-047-2019

Current Status:

- T-O submitted RFR No. 6 on January 19, 2021 for COE to upload to FAA Delphi.
- FY 2021 1st Quarter Report submitted to FAA, January 19, 2021.

Upcoming:

- T-O submit design data to ADIP for AGIS project.
- Preparation of grant closeout documentation.

Taxiway D North (Phase II Construction) 20-01

T-O Project No. 200020; AIP Project No. 3-16-0010-048-2020

Current Status:

- Construction stopped for winter shut down on October 16, 2020.
- T-O/COE prepared RFR No. 4 on January 19, 2021.
- Updated DBE Program Plan was rejected by FAA Civil Rights on January 20, 2021.
- TO reviewed winter shutdown and prepared another letter for KC Comm Development on January 7, 2021.
- T-O coordinating with Contractor and FAA regarding Profilograph CCO.

Upcoming:

- Execute CCO for Profilograph results.
- Final Completion in the spring to include shoulder grading and markings.

Runway 20/24 Decoupling (Phase I Design Only) 20-02

T-O Project No. 200074; AIP Project No. 3-16-0010-048-2020

Current Status:

- T-O/COE/FAA decided to postpone decoupling design for a few years, and get preliminary projects complete prior to the physical decouple project.

Upcoming:

- T-O and COE to coordinate reduction and modification of the design project to remove the decoupling component. Design for construction in FY 2022 would cover the electrical components of the decouple (ie. Vault building modifications, rotating beacon relocation)
- Revise Engineering Services agreement to remove Decoupling items.

Partial Airport Perimeter Fence Project

On-Call Task 20-04

Current Status:

- Request for Reimbursement No. 3 submitted to COE on January 19, 2021 and included Pay Request No. 2 from Idaho Fence.
- T-O completed Supplemental Agreement No. 1 for Vertical Lift Gate on Aviation Drive and received fully executed copy on January 27, 2021.
- Shut down project for winter on January 5, 2021.

Upcoming:

- T-O wait for contractor notice of resume work in the spring of 2021. Remaining tasks include chain link fence installation with new vertical lift gate and complete clean-up around wildlife fence.
- T-O to assist airport in extending the Fence Construction Building Permit.

Ramsey Road Land Release

On-Call Task 20-03

Current Status:

- T-O and COE submitted the Section 163 review request to the FAA on January 19, 2021.
- DEA received a "Determination of No Hazard to Air Navigation" for the 60 floodlight poles in the Ramsey Road Realignment.

Upcoming:

- Wait for Section 163 determination from FAA. COE to follow up with Gary on the Status.
- T-O Engineers complete Land Release for parcel proposed for release, if necessary.

Snow Removal Equipment (SRE) and Administration Building Design

On-Call Task 21-002

Current Status:

- COE prepared RON for IFE versus T-O proposal on 1/29/21 and submitted it to the FAA on 3/1/21.
- KC signed Work Order No. 21-002 for SRE and Admin Building Design on 2/9/21.
- T-O submitted 7460 for SRE Building on 2/22/21.
- T-O and Alliance submitted narratives for Fischer Construction to advertise for subcontractor bids on March 5th.
- T-O prepared grant application for AIP 051 on 2/10/2021; KC reviewing grant application for submittal to FAA.

Upcoming:

- TO complete Subconsultant Agreement with Alliance.
- TO Engineers to complete Fee for 21-004 Construction Administration on SRE Building.
- Fischer Construction to procure subcontract amounts on March 23rd with bid openings at COE, then Fischer to develop Guaranteed Maximum Price.
- 65% design submittal for FAA review is scheduled for March 15th to include specifications, plans and design report.

- Weekly meetings with Project Team for design development to expedite the design.
- COE/Alliance/T-O to receive GMP from Fischer Const on 4/1/2021. Transmit it to FAA, on April 1st.

Misc. On-Call Tasks

Current Status:

Task Order:

20-007 – TO/COE submitted Section 163 request to FAA (no feedback, yet).

21-003 – TO submitted scope of work and fee for design of water, sewer, and roadway extension into Northside Executive Taxiway Area (called Gulfstream Road Project).

21-005 – T-O prepared and presented Scope/Fee for Reconfiguration Planning and Cat Ex at Infinity Apron.

21-006 – COE requested Scope and Fee for Sewer Extension to serve lots along east side of Taxilane D1-A.

FAA Grant Assurances

What are they and how do they affect Airports?



COEUR D'ALENE
AIRPORT

- ▶ What are Assurances?
- ▶ Identifying Assurances.
- ▶ Relationship between Assurances, Sponsors and Users.
- ▶ Users Resolution for Sponsor Violations.



What are FAA Grant Assurances?

- ▶ Grant Assurances are a binding commitment between an Airport Sponsor(Kootenai County) and the Federal Aviation Administration to receive development assistance for airports.
 - ▶ Laws and rules airports must follow in order to receive funding to maintain and develop an airport.
- ▶ Currently there are 39 grant assurances.
 - ▶ Numerous other laws apply through these assurances.
- ▶ Sponsors must agree to the current assurances every year they receive a grant from the FAA.
- ▶ Both elected officials and legal representative for the sponsor must sign.



Grant Assurances

- ▶ 1. General Federal Requirements
- ▶ 2. Responsibility and Authority of the Sponsor
- ▶ 3. Sponsor Fund Availability
- ▶ 4. Good Title
- ▶ 5. Preserving Rights and Powers
- ▶ 6. Consistency with Local Plans
- ▶ 7. Consideration of Local Interest
- ▶ 8. Consultation with Users
- ▶ 9. Public Hearings
- ▶ 10 Metropolitan Planning Organization



Grant Assurances Continued

- ▶ 11. Pavement Preventive Maintenance
- ▶ 12. Terminal Development Prerequisites
- ▶ 13. Accounting System, Audit and Record Keeping Requirements
- ▶ 14. Minimum Wage Rates
- ▶ 15. Veteran's Preference
- ▶ 16. Conformity to Plans and Specifications
- ▶ 17. Construction Inspection and Approval
- ▶ 18. Planning Projects
- ▶ 19. Operation and Maintenance
- ▶ 20. Hazard Removal and Mitigation
- ▶ 21. Compatible Land Use



Grant Assurance Continued

- ▶ 22. Economic Nondiscrimination
- ▶ 23. Exclusive Rights
- ▶ 24. Fee and Rental Structure
- ▶ 25. Airport Revenues
- ▶ 26. Reports and Inspections
- ▶ 27. Use by Government Aircraft
- ▶ 28. Land for Federal Facilities
- ▶ 29. Airport Layout Plan
- ▶ 30. Civil Rights
- ▶ 31. Disposal of Land
- ▶ 32. Engineering and Design Services



Grant Assurances Continued

- ▶ 33. Foreign Market Restrictions
- ▶ 34. Policies, Standards, and Specifications
- ▶ 35. Relocation and Real Property Acquisition
- ▶ 36. Access by Intercity Buses
- ▶ 37. Disadvantaged Business Enterprises
- ▶ 38. Hangar Construction
- ▶ 39. Competitive Access



Relationship between Assurances, Sponsors and Users.

- ▶ While Assurances are wide ranging a few continually cause issues between Sponsors and Users.
 - ▶ 4 and 5 (Good Title and Airport Owner Rights and Powers)
 - ▶ 22 (Economic Nondiscrimination)
 - ▶ 23 (Exclusive Rights)
 - ▶ 24 (Fee and Rental Structure)
 - ▶ 25 (Airport Revenues)



Assurance 4 and 5 (Good Title and Preserving Rights and Powers)

- ▶ 4. It, a public agency holds good title, satisfactory to the Secretary(DOT), to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired
 - ▶ Airport must maintain control over all property to construct or maintain airport facilities
- ▶ 5. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary
 - ▶ An Airport Sponsor is prohibited from taking any action which could preclude it from complying with its grant obligations



Assurance 4 and 5 cont...

- ▶ Example of failing 4 and 5 - issuing new 50 year leases each time a hangar is sold.
 - ▶ The airport does not maintain good title and it may deprive the airport from rights and powers necessary to perform its responsibility



Assurance 22 - Economic Nondiscrimination

- ▶ Assurance 22(a) ...will make its airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses
- ▶ Assurance provide some exceptions to 22(a)
 - ▶ Assurance 22(h) ...may establish such equal 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.
 - ▶ Assurance 22(i) ...may...limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or...to serve the civil aviation needs of the public.
- ▶ Reasonable and Not Unjustly Discriminatory Terms



Assurance 22 cont...

- ▶ Assurance 22(f) ...will 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.
 - ▶ Aircraft owners must be permitted to fuel, wash, repair, and otherwise take care of their own aircraft with their own personnel, equipment, and supplies. The airport sponsor, however, is obligated to operate the airport in a safe and efficient manner. The establishment of fair and reasonable rules, applied in a not unjustly discriminatory manner, governing the introduction of equipment, personnel, or practices which would be unsafe, unsightly, detrimental to the public welfare, or which would affect the efficient use of airport facilities by others, is not unreasonable



Assurance 23 - Exclusive Rights

- ▶ 23. “...will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public...”
 - ▶ Airport must not provide an exclusive use on the airport. An exclusive rights violation is the denial by an airport sponsor to afford other qualified parties an opportunity to be an on-airport aeronautical service provider.
 - ▶ Airports may impose qualifications and minimum standards upon those who engage in aeronautical activities, the FAA has taken the position that the application of any unreasonable requirement or standard that is applied in an unjustly discriminatory manner may constitute a constructive grant of an exclusive right.



Assurance 23 cont...

- ▶ Assurance provide for two limited exceptions to Assurance 23.
 - ▶ An airport sponsor may choose to offer some or all aeronautical services itself and exclude other entities from competing with these services. This is referred to as the airport sponsor's proprietary exclusive right. If an airport sponsor chooses to exercise its proprietary exclusive right to offer aeronautical services, it must do so with its own resources and its own employees; airport sponsors may not contract out their proprietary exclusive right.
 - ▶ When the airport sponsor faces unreasonably costly, burdensome, or impractical challenges in accommodating more than one fixed-base operator to provide a service and adding a second fixed-base operator would result in a reduction in space leased to and actively used by the existing fixed-base operator.



Assurance 24 - Fee and Rental Structure

- ▶ “...maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection.”
 - ▶ Sponsor’s obligation to make an airport available for public use does not preclude the owner or sponsor from recovering the cost of providing the facility. The owner or sponsor is expected to recover its costs through the establishment of fair and reasonable fees, rentals, or other user charges that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
 - ▶ FAA maintains a policy regarding Airports Rates and Charges.
 - ▶ No single approach to rate-setting.
 - ▶ FAA allows each airport to determine its preferred methodology.
 - ▶ Must be applied consistently to similarly-situated users and conform with FAA policy



Assurance 25 Airport Revenues

- ▶ “All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport...”
- ▶ Revenue generated by airports includes aeronautical and nonaeronautical rents, fees, charges, and other payments received by the airport sponsor.
 - ▶ Does not include property tax generated by facilities on airport.



Assurance 25 cont..

- ▶ Examples of Revenue Diversion
 - ▶ Paying in excess of the value of goods or services the airport receives;
 - ▶ Improper cost allocations;
 - ▶ Charging less than fair market value rental rates to nonaeronautical users, including the sponsor itself;
 - ▶ Directly subsidizing air carriers;
 - ▶ Using airport revenue for general economic development activities;
 - ▶ Paying for marketing and promotions not related to the airport;
 - ▶ Loaning money to other entities at less than prevailing rates; and
 - ▶ Using airport revenue to participate in some types of community events.



Users Resolution for Sponsor Violations

- ▶ FAA provides for a complaint resolution for sponsors that fail to follow FAA Grant Assurances
 - ▶ FAA's role is adjudicating disputes between Users and Sponsors to ensure the sponsor's compliance with Federal obligations.
 - ▶ When allegations made in complaint are verified, the FAA works with the Sponsor to develop a corrective action plan to address the noncompliance
- ▶ Two process provided to Users for filing a complaint
 - ▶ Part 13 - Informal Complaint Process
 - ▶ Part 16 - Formal Complaint Process



Part 13 Informal Complaint

- ▶ Less formal and rigorous in documentation(No time frames).
- ▶ User submitted to FAA Regional Airports Division or Airports District Office.
- ▶ FAA prefers written but can be submitted via phone.
- ▶ Must include the following information and pertain to FAA Grant Assurances.
 - ▶ 1. Clearly state each alleged violation;
 - ▶ 2. Identify the specific grant assurance(s) alleged to have been violated;
 - ▶ 3. Provide a comprehensive, detailed description of the alleged violation, including the actions and/ or inactions taken by the airport sponsor which result in the alleged violation;
 - ▶ 4. Provide issue-by-issue supporting arguments, information and documentation; and
 - ▶ 5. Include a summary of the actions you have taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor.



Part 16 - Formal Complaint Process

- ▶ The complainant must be “directly and substantially affected” by any alleged noncompliance of a federally obligated airport.
- ▶ Similar to a court case in proceedings and requirements (Set timelines as required by law).
 - ▶ Most Part 16 filings are submitted by attorney’s
- ▶ Submitted to Office of the Chief Counsel for FAA
- ▶ The Complaint should contain the following;
 - ▶ 1. State the name and address of each person who is the subject of the complaint and, with respect to each person, the specific provisions of each law, grant assurance, and/or surplus property agreement that the complainant believes were violated;
 - ▶ 2. Provide a concise but complete statement of the facts relied upon to substantiate each allegation;
 - ▶ 3. Describe how the complainant was directly and substantially affected by the things done or omitted to be done by the respondent(s); and
 - ▶ 4. Provide a summary of the actions taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor.



Resources

- ▶ Current FAA Grant Assurances

- ▶ https://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip-2020.pdf

- ▶ FAA Compliance Manual (policies and procedures followed by the FAA generally)

- ▶ https://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/

- ▶ FAA Rates and Charges Policy

- ▶ https://www.faa.gov/airports/airport_compliance/media/airports-rates-charges-policy-with-amendments.pdf

- ▶ FAA Airport Revenue Policy

- ▶ https://www.faa.gov/airports/resources/publications/federal_register_notices/media/obligation_final99.pdf

- ▶ Part 13 and 16 Complaints

- ▶ https://www.faa.gov/airports/airport_compliance/complaints/



Questions?



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