

Cancelled by AC 150/5070-6

ADVISORY CIRCULAR AC 150/5100-4

AIRPORT ADVANCE PLANNING AND ENGINEERING

**An Explanation of the program of
Federal aid for planning airports
under the Federal Airport Act.**



January 12, 1968

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590**

ADVANCE PLANNING AND ENGINEERING PROGRAM

as authorized by

THE FEDERAL AIRPORT ACT

APPLICABLE REGULATIONS

Rules and procedures for advance planning and engineering proposals are in Subpart D, Part 151 of Federal Aviation Regulations. The regulations govern the advance planning and engineering program. The information in this advisory circular is not a detailed explanation of the regulations and should, therefore, be used only for a preliminary understanding of the program.

PURPOSE OF THE PROGRAM

This program allows a sponsor, the public agency owning or proposing a public airport, to receive Federal assistance for the planning and engineering required for the later development of an airport. The sponsor may not only receive financial assistance for preparation of an airport layout plan to guide orderly development but also for preparing plans, specifications and estimates to assist in budgeting the costs of this development. The program, therefore, encourages early planning for construction and financing of specific stages of development of the airport.

Identical planning and engineering services are also eligible for assistance as a part of a development project under the Federal-aid Airport Program (FAAP) even if these services are performed before execution of a Grant Agreement for the project. A sponsor may, therefore, choose to include all planning and engineering as a part of a development project. In which case, Federal assistance will become available if the development project is included in the Federal-aid Airport Program.

GENERAL REQUIREMENTS FOR ADVANCE PLANNING PROPOSALS

A public agency that is eligible to sponsor a development project in the Federal-aid Airport Program may also sponsor an advance planning proposal. This program provides financial assistance for advance planning and engineering to communities which may not have the resources available to commit in advance of FAAP development project.

The minimum grant under the advance planning and engineering program is \$1,000.

The advance planning and engineering program does not provide assistance to airports that are regularly served by scheduled air carriers in large and medium air traffic hubs. These hubs, in the cities or metropolitan areas with airports accommodating 0.25 percent or more of the national total of enplaned passengers, are designated in the publication "Airport Activity Statistics of Certificated Route Air Carriers" which is published jointly by the Civil Aeronautics Board (CAB) and the Federal Aviation Administration (FAA) of the Department of Transportation.

PLANNING AND ENGINEERING INCLUDED IN THE PROGRAM

Scope of Planned Development: Development planned under an advance planning proposal must be for a location shown in the National Airport Plan (NAP) and the development must conform to the recommended development shown in that plan. The airport layout plan will necessarily show all major development whether or not eligible for participation under FAAP and should make a reasonable projection of requirements beyond the NAP period. If the proposal includes preparation of plans and specifications for development, these plans and specifications may be only for FAAP eligible items.

Scope of Professional Services: All planning and engineering services must be reasonable and necessary for the preparation of the airport layout plan and the plans and specifications. These services may include:

Engineering surveys, including reconnaissance and comparison of alternative sites for selection of a site and runway orientation; predesign topographic and soil surveys; and related tests including those tests of existing pavement that may be necessary to determine extent of pavement improvement or to develop a new or revised airport layout plan.

Cost estimates with evaluations and recommendations for stages of construction or alternative designs.

Related reports including reports on design and reports that show the relationship of the planned development to existing planning studies, forecasts and public agency plans for development of the area in which the airport is located.

Drawings and specifications necessary for the particular advance planning and engineering proposal.

A proposal may be for:

1. The preparation of a new airport layout plan; or
2. The preparation of a new airport layout plan together with either preliminary drawings and outline specifications or final plans and specifications for specific items of development; or
3. The revision of an existing airport layout plan together with either preliminary drawings and outline specifications or final plans and specifications for specific items of development.

PLANNING NOT INCLUDED IN THE PROGRAM

An advance planning proposal may not include "comprehensive planning" eligible under the urban planning assistance program (701 Program) of the Department of Housing and Urban Development (HUD). The 701 Program provides assistance for the preparation of general land use, transportation and community facility plans including the surveys and analysis required to develop such plans. Planning activities concerned with the number, types and general locations of airports needed to serve an urban area as well as studies concerned with the relationship of airports to other land uses and the surface transportation system in an urban area are eligible under the 701 Program. These activities are not eligible under the FAA advance planning and engineering program. An explanation of the manner of including planning for airports in comprehensive planning is contained in the FAA Advisory Circulars AC 150/5070-2 - Planning the Metropolitan Airport System and AC 150/5050-1 - Airport Planning as a Part of Comprehensive State Planning Programs.

RELATIONSHIP OF AIRPORT ADVANCE PLANNING AND ENGINEERING TO COMPREHENSIVE PLANNING

The scope of planned development under an advance planning proposal must, in every case, be reasonably consistent with existing plans of public agencies for development of the area in which the airport is located. A sponsor must, therefore, identify any existing comprehensive plans or other development plans for the area and point out the consistency or inconsistency of those plans and the planned scope of airport development.

The sponsor in an advance planning proposal should make use of all existing planning information and translate previously identified air transportation needs into specific airport development. The task of obtaining previously prepared planning information and forecasts is a part of eligible advance planning as is the summarizing and adaption of the information and forecasts to the particular airport. Surveys to obtain data and analysis to determine existing and future aeronautical needs for the location should precede the advance planning proposal.

Although prior studies and formal reports are desirable, they are not a prerequisite to an advance planning proposal. In some cases, the information developed by FAA in the NAP may be the only definition of needs for airport development. In less complex cases, the sponsor and the FAA may agree to undertake advance planning proposals on the basis of the NAP information only.

PROFESSIONAL SERVICES

The sponsor may select a consulting firm or have the advance planning and engineering services performed by sponsor employees. In either case, Federal participation will, for any location, be 50 percent of costs incurred, but not of the value of donated professional services or any donated labor, materials or equipment used in carrying out the proposal.

SPONSOR OBLIGATIONS TO THE FEDERAL GOVERNMENT

A sponsor must agree, with respect to the airport, not to discriminate or permit discrimination prohibited by Title VI of the Civil Rights Act of 1964 and not to permit exclusive rights prohibited by Section 308(a) of the Federal Aviation Act of 1958. In addition to these, the major continuing obligation is based on the following representation in the advance planning proposal:

"The sponsor intends, insofar as it is within its power and reasonably possible, to (1) initiate construction of a safe, useful, and usable airport facility shown on the airport layout plan developed under this proposal, and/or (2) initiate construction of the item or items of airport development shown on the plans developed under this proposal, as applicable, within 3 years from the date of the acceptance of an offer of Federal aid for development of such plans.

The sponsor reasonably expects that funds will become available for the above purpose, within the time indicated, from the following sources:

(The sponsor shows intended financing for each major stage of development). "

This representation is taken as the official position of the sponsor's governing body and is evidence of a bona fide intent to proceed. The plans for future funding will reflect ability and reasonable possibility. The sponsor may wish to anticipate future Federal participation in development costs and include Federal funds under FAAP as part of intended financing. The FAA cannot, however, give any assurance or commitment, expressed or implied, that the planned development will be included in a future Federal-aid Airport Program.

The plan for financing must reflect the intent to proceed with the development shown on the airport layout plan whether or not the proposal also includes preparation of plans and specifications for immediate development.

PROCEDURES FOR OBTAINING AN ADVANCE PLANNING GRANT

The Federal Aviation Administration will accept an advance planning proposal at any time of the year. A proposal is not preceded by a formal Request for Aid and is not subject to the scheduling for development of an annual FAAP program.

A sponsor, after discussion with representatives of the FAA area office, submits only one document, an Advance Planning Proposal, FAA Form 3731. Information with this form must carefully identify the intended scope of professional services and scope of planned development. It must also include intended methods of financing by major stages of development. The FAA must agree that the estimated cost of services is reasonable and can determine this only from this information.

In response to an acceptable proposal, the FAA will issue an offer which, on acceptance by the sponsor, is an Advance Planning Agreement, FAA Form 3732. This agreement is a firm obligation of Federal funds so that the sponsor can proceed with assurance of Federal participation in the advance planning and engineering costs.

FEDERAL PAYMENTS

The United States share of costs is usually paid in two installments. On request from the contractor, half of the maximum obligation of the United States stipulated in the Advance Planning Agreement is paid on the sponsor's certification that 50 percent or more of the proposed work has been completed.

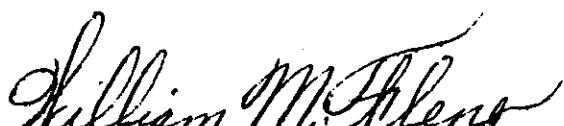
Final payment is made at the sponsor's request after all conditions of the agreement have been met; and evidence of the cost has been sent to FAA and is audited. If the proposal includes selection of a site, the Advance Planning Agreement will provide that final payment will be made only after the site has been selected to meet requirements of FAA site approval, and has been determined reasonably consistent with plans of public agencies in the area in which the site is located.

AGENCY ASSISTANCE

FAA area and district offices in the contiguous 48 states and the Regional Offices at Anchorage, Alaska, and Honolulu, Hawaii, are the first points of contact for advice and assistance in the airport advance planning program. A prospective sponsor of an advance planning proposal should inquire about the program at the office that serves the location.

HOW TO GET THIS PUBLICATION

Additional copies of this publication may be obtained from the Department of Transportation, Distribution Unit, TAD-484.3 Washington, D. C. 20590



William M. Flener
Acting Director
Airports Service

Form Approved.
Budget Bureau No. 04-R134

FEDERAL AVIATION AGENCY

ADVANCE PLANNING PROPOSAL

(For Federal Aid for Development of Public Airports)

PART 1—PROPOSAL INFORMATION

The _____ (herein called the "Sponsor") hereby applies to the Federal Aviation Agency (hereinafter called the "FAA"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a proposal (herein called the "Proposal") for development of plans for the _____ Airport (herein called the "Airport") located in _____, State of _____.

1. It is proposed that the plans and their development consist of the following:

2. The ownership and location of the airport site to which the above plans will relate (if other than an existing, publicly owned airport) are more particularly described as follows:^{*}

3. The total estimated Proposal cost is \$_____, broken down as follows:

^{*}If no site has been chosen, indicate "site undecided."

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PART II—REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. **Legal Authority.**—The Sponsor has the legal power and authority: (a) to do all things necessary in order to undertake and carry out the Proposal in conformity with the Act and the Regulations; (b) to accept, receive, and disburse grants of funds from the United States in aid of the Proposal on the terms and conditions stated in the Act and the Regulations.

2. **Funds.**—(a) The Sponsor now has on deposit, or is in a position to secure, \$_____ for use in defraying the costs of the Proposal. The present status of these funds is as follows:

(b) The sponsor intends, insofar as it is within its power and reasonably possible, to (1) initiate construction of a safe, useful, and usable airport facility shown on the Airport Layout Plan developed under this Proposal, and/or (2) initiate construction of the item or items of airport development shown on the plans developed under this Proposal, as applicable, within 3 years from the date of the acceptance of an offer of Federal aid for development of such plans.

The Sponsor reasonably expects that funds will become available for the above purpose, within the time indicated, from the following sources:

3. **Approvals of Other Agencies.**—The Proposal has been approved by all non-Federal agencies whose approval is required, namely:

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4. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

5. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Proposal, either by limiting its legal or financial ability or otherwise, except as follows:

PART III—SPONSORS' ASSURANCES ON NONDISCRIMINATION

In order to furnish the assurances required by Title VI of the Civil Rights Act of 1964, and by Part 15 of the Federal Aviation Regulations, as amended, the Sponsor hereby covenants and agrees with the United States as follows:

1. The Sponsor, in the operation and use of the Airport, will not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations.

2. The Sponsor will include, or require the inclusion of, the foregoing covenant in every agreement or concession pursuant to which any person or persons, other than the Sponsor, operates or has the right to operate any facility on the Airport providing services to the public, and a provision granting the Sponsor the right to take such action as the United States may direct to enforce such covenant.

3. Noncompliance with the above assurances shall constitute a material breach, and in the event of such noncompliance, the United States may take appropriate action to enforce compliance, may terminate the Advance Planning Agreement to which this covenant relates, or seek judicial enforcement.

4. This covenant shall become effective upon execution of the Advance Planning Agreement pursuant to this Advance Planning Proposal and shall remain in full force and effect so long as the Airport covered by such agreement continues to be used and operated as a public airport.

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PART IV—PROPOSAL AGREEMENT

If the Proposal or any portion thereof is approved by the FAA and an offer of Federal aid for such approved Proposal is accepted by the Sponsor, it is understood and agreed that all work included in such Proposal will be accomplished in accordance with the Act and the Regulations, and the Advance Planning Agreement.

IN WITNESS WHEREOF, the Sponsor has caused this Advance Planning Proposal to be duly executed in its name, this _____ day of _____, 19____.

(Name of Sponsor)

By: _____
(Signature)

(Title)

OPINION OF SPONSOR'S ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Proposal and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

(Signature)

(Title)

(Date)

FEDERAL AVIATION AGENCY
ADVANCE PLANNING AGREEMENT
(For Federal Aid for Development of Public Airports)

PART I—OFFER

Date of Offer:

Airport :

Proposal :

Contract No. :

TO :
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, (herein referred to as the "FAA"))

WHEREAS, the Sponsor has submitted to the FAA an Advanced Planning Proposal dated , for a grant of Federal funds for development of plans for the Airport (herein called the "Airport"); and

WHEREAS, the FAA has approved the development of plans (herein called the "Proposal") consisting of the following:

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of the Sponsor's representations contained in said Proposal and its acceptance of this Offer, as hereinafter provided, and of the benefits to accrue to the United States and the public from the accomplishment of the planning included in the Proposal, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share 50 percent of the allowable costs incurred in accomplishing the Proposal, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$
2. The Sponsor shall:
 - (a) begin accomplishment of the Proposal within days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Proposal without undue delay and in accordance with the terms hereof, the Federal Airport Act, and the Federal Aviation Regulations (14 CFR 151) in effect as of the date of acceptance of this Offer;
 - (c) carry out and complete all proposed work in accordance with standards established by FAA.
3. The allowable costs of the Proposal shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.125 of the Federal Aviation Regulations.
4. Payment, not to exceed 50 percent of the maximum obligation of the United States as stated herein, may be made upon application therefor, and certification by the Sponsor that 50 percent or more of the work has been completed. Final payment will be made after final review and approval of the completed Proposal plans by FAA and after all conditions relating to the Proposal have been satisfied.
5. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
6. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Proposal unless this Offer has been accepted by the Sponsor on or before or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor's financial records of the Proposal, established, maintained and made available to personnel of the FAA in conformity to Section 151.127 of the Federal Aviation Regulations (14 CFR 151), will also be available to representatives of the Comptroller General of the United States.
8. The Sponsor agrees that neither the approval of the Proposal nor the tender of this Offer constitutes an assurance or commitment, express or implied, by the FAA, that any airport development or unit thereof shown in the plans developed as part of this Proposal will be approved for inclusion in any pending or future Federal-aid Airport Program under the Federal Airport Act.
9. The Sponsor hereby ratifies and adopts the covenant set forth in Section 151.121 of the Federal Aviation Regulations implementing the exclusive rights provisions of Section 308(a) of the Federal Aviation Act of 1958, and the same is incorporated by reference and made part hereof the same as if fully set forth herein.

The Sponsor's acceptance of this Offer shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise an Advance Planning Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Proposal. Such Advance Planning Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

By: _____
(Title)

PART II—ACCEPTANCE

The _____ does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof. Executed this day of _____, 19_____.
(Signature)

(Name of Sponsor)
(SEAL) By: _____
(Signature)

(Title)

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I _____, acting as attorney for
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Advance Planning Agreement and, the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of _____ and further that, in my opinion, said Advance Planning Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 19_____.
(Signature)
(Title)

FEDERAL AVIATION ADMINISTRATION

AIRPORTS SERVICE

Regional, Area, and District Office Addresses

EASTERN REGION

Chief, Airports Division
Federal Aviation Administration
Federal Building - Room 327
John F. Kennedy International Airport
Jamaica, New York 11430
MAIL: Federal Building
John F. Kennedy Int'l. Airport
Jamaica, New York 11430

MARYLAND, VIRGINIA, WEST VIRGINIA,
DISTRICT OF COLUMBIA
Airports Branch Chief
Federal Aviation Administration
900 South Washington Street
Falls Church, Virginia 22046

N.Y. City Metro. 1/, N.J., DELAWARE
EASTERN PENNSYLVANIA 2/
Airports Branch Chief
Federal Aviation Administration
Federal Building - Room 368
John F. Kennedy Int'l. Airport
Jamaica, New York 11430

OHIO, KENTUCKY, W. PENNSYLVANIA 3/
Airports Branch Chief
Federal Aviation Administration
West View Building
21010 Center Ridge Road
Rocky River, Ohio 44116

MAINE, N.H., VERMONT, MASSACHUSETTS,
RHODE ISLAND, CONN., N.Y. (except
NYC metro area)
Airports Branch Chief
Federal Aviation Administration
Building 3
Northwest Industrial Park
Second Avenue
Burlington, Massachusetts 01804

- 1/ N.Y. Metro. area includes NYC and counties of Nassau, Suffolk, Westchester, Rockland, Orange, Putman, Dutchess, Ulster, and Sullivan.
- 2/ Eastern Pennsylvania includes counties of Tioga, Clinton, Center, Huntington, Franklin, and all counties east thereof.
- 3/ Western Pennsylvania includes counties of Potter, Cameron, Clearfield, Blair, Bedford, Fulton, and all counties west thereof.

SOUTHERN REGION

Chief, Airports Division
Federal Aviation Administration
3400 Whipple Street
East Point, Georgia 30320
MAIL: P.O. Box 20636
Atlanta, Georgia 30320

ALABAMA, MISSISSIPPI, TENNESSEE
Airports Branch Chief
Federal Aviation Administration
3400 Democrat Road
Memphis, Tennessee 38118
MAIL: P.O. Box 18097
Memphis, Tennessee 38118

GEORGIA, NORTH CAROLINA, SOUTH CAROLINA
Airports Branch Chief
Federal Aviation Administration
3400 Whipple Street
East Point, Georgia 30320
MAIL: P.O. Box 20636
Atlanta, Georgia 30320

MISSISSIPPI
Chief, Airport District Office
Federal Aviation Administration
FAA Building
Jackson Municipal Airport
Jackson, Mississippi 39205
MAIL: P.O. Box 1727
Jackson, Mississippi 39205

FLORIDA, PUERTO RICO, VIRGIN ISLANDS
Airports Branch Chief
Federal Aviation Administration
FAA/WB Building
Miami International Airport
Miami, Florida 33159
MAIL: P.O. Box 2014, AMF Branch
Miami, Florida 33159

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SOUTHWEST REGION

Chief, Airports Division
Federal Aviation Administration
Haslet Road
Fort Worth, Texas 76101
MAIL: Federal Aviation Admin.
P.O. Box 1689
Fort Worth, Texas 76101

ARKANSAS, OKLAHOMA, NE TEXAS 1/
Airports Branch Chief
Federal Aviation Administration
Federal Building
819 Taylor Street
Fort Worth, Texas 76102

1/ NE Texas includes counties of Harrison, Gregg, Smith, Henderson, Anderson, Freestone, Limestone, Falls McLennan, Coryell Mills, Brown, Coleman, Runnels, Taylor, Jones, Haskell, Knox, Foard, Hardeman, and all counties north and east thereof.

SOUTHWEST REGION (CONTINUED)

OKLAHOMA

Chief, Airport District Office
Federal Aviation Administration
Federal Building - Room 704
Wiley Post Airport
Bethany, Oklahoma 73008

LOUISIANA, SOUTH TEXAS 2/

Airports Branch Chief
Federal Aviation Administration
Bradley Building
8345 Telephone Road
P. O. Box 60470
Houston, Texas 77060

NEW MEXICO, WEST TEXAS 3/

Airports Branch Chief
Federal Aviation Administration
First National Bank Building, East
P. O. Box 8502
Albuquerque, New Mexico 87108

2/ South Texas includes counties of Panola, Rusk, Cherokee, Houston, Leon, Robertson, Milam, Bell, Lampasas, San Saba, McCulloch, Concho, Menard, Kimble, Edwards, Val Verde, and all counties south and east thereof.
3/ West Texas includes counties of Terrell, Crockett, Sutton, Schleicher, Tom Green, Coke, Nolan, Fisher, Stonewall, King, Cottle, Childress, Corlingsworth, Wheeler, Hemphill, Lipscomb, and all counties west thereof.

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CENTRAL REGION

Chief, Airports Division
Federal Aviation Administration
Federal Building
601 East 12th Street
Kansas City, Missouri 64106

KANSAS, MISSOURI, IOWA, NEBRASKA
Airports Branch Chief
Federal Aviation Administration
4747 Troost Avenue
Kansas City, Missouri 64110

CENTRAL REGION (CONTINUED)

NEBRASKA

Chief, Airport District Office
Federal Aviation Administration
General Aviation Building
Lincoln Municipal Airport
Lincoln, Nebraska 68524

ILLINOIS, INDIANA, MICHIGAN

Airports Branch Chief
Federal Aviation Administration
3166 Des Plaines Avenue
Des Plaines, Illinois 60018

MICHIGAN

Chief, Airport District Office
Federal Aviation Administration
Room 526, Mutual Building
208 North Capitol Avenue
Lansing, Michigan 48933

WISCONSIN, MINNESOTA, MONTANA,
NORTH DAKOTA, SOUTH DAKOTA

Airports Branch Chief
Federal Aviation Administration
6301 34th Avenue South
Minneapolis, Minnesota 55450

MONTANA

Chief, Airport District Office
Federal Aviation Administration
FAA Building
Helena County Airport
Helena, Montana 59601
MAIL: P.O. Box 157
Helena, Montana 59601

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WESTERN REGION

Chief, Airports Division
Federal Aviation Administration
5651 West Manchester Avenue
Los Angeles, California 90045
MAIL: P.O. Box 90007
Airport Station
Los Angeles, California 90009

SOUTHERN CALIFORNIA 1/, ARIZONA
Airports Branch Chief
Federal Aviation Administration
5885 West Imperial Highway
Los Angeles, California 90045
MAIL: P.O. Box 45018
Westchester Station
Los Angeles, California 90045

ARIZONA

Chief, Airport District Office
Federal Aviation Administration
2800 Sky Harbor Boulevard
Sky Harbor Municipal Airport
Phoenix, Arizona 85034

NORTHERN CALIFORNIA 2/

Airports Branch Chief
Federal Aviation Administration
831 Mitten Road
Burlingame, California 94010

1/ Southern California includes the counties of Santa Barbara, Kern, Inyo, and all counties south thereof.
2/ Northern California includes the counties of San Luis Obispo, Kings, Tulare, Fresno, Mono, and all counties north thereof.

WESTERN REGION (CONTINUED)

WASHINGTON, OREGON

Airports Branch Chief
Federal Aviation Administration
FAA Building, Boeing Field
Seattle, Washington 98108

UTAH, IDAHO, NEVADA

Airports Branch Chief
Federal Aviation Administration
116 North 23rd West
Salt Lake City, Utah 84116

COLORADO, WYOMING

Airports Branch Chief
Federal Aviation Administration
8055 East 32nd Avenue
Stapleton International Airport
Denver, Colorado 80207

ALASKAN REGION

Chief, Airports Division
Federal Aviation Administration
Headquarters Building
632 Sixth Avenue
Anchorage, Alaska 99501

No District Offices

PACIFIC REGION

Chief, Airports Division
Federal Aviation Administration
Room 823, 1833 Kalakaua Avenue
Honolulu, Hawaii 96812
MAIL: P.O. Box 4009

No District Offices