

COUNTY OF ROCK
Public Works
Department
Airport Division
Telephone: 608-757-5768



Southern Wisconsin
Regional Airport
4004 S. Oakhill Avenue
Janesville, WI 53546
Fax : 608-758-3060

AGENDA
Public Works Committee Meeting
Tuesday, June 26, 2012 at 8:00 a.m.

Please Note Time and Location

Southern Wisconsin Regional Airport Administration Office
4004 S. Oakhill Ave.
Janesville, WI 53546

1. Call to Order at 8:00 a.m.
2. Approval of Agenda
3. Approval of Minutes May 22, 2012.
4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

6. **Action Items**
 - a. Approve Memorandum of Agreement between Aeronautical Information Management of the Federal Aviation Administration and the Southern Wisconsin Regional Airport
 - b. Approve Letter of Agreement between Aeronautical Information Management of the Federal Aviation Administration and the Southern Wisconsin Regional Airport
 - c. Airport Accounts Receivables
7. **Information Items**
 - a. Update on Terminal Project

PARKS BUSINESS

8. **Action Items**
 - a. Approve Change Order for Northwoods Trail at Beckman Mill Park
9. Next Meeting Date
10. Adjournment

MEMORANDUM OF AGREEMENT BETWEEN
Aeronautical Information Management (AIM) of the
Federal Aviation Administration (FAA)

AND

Southern Wisconsin Regional Airport

ARTICLE I. PARTIES

The parties to this Agreement are the Aeronautical Information Management Group of the Federal Aviation Administration (FAA) and the Southern Wisconsin Regional Airport, referred to as Airport hereafter.

ARTICLE 2. SCOPE

a. Purpose:

The purpose of this Agreement between the FAA and airport is to improve the quality and timeliness of important flight information by deploying a new direct-entry digital Notice to Airmen (NOTAM) system for airport operators called the Airport Direct-entry Digital NOTAM System (Airport DDN system).

b. Specific goals and objectives to be accomplished:

Airport direct-entry NOTAMs will be limited to the following airport surface area NOTAMs (the "D" NOTAMs) including the keywords: aerodrome/service, runway, taxiway, apron/ramp and obstruction unless specifically expanded by a modification of this agreement.

The objectives of this project include:

- 1) The FAA will provide a Web-based service, Airport DDN system, which allows the airport operator to submit airport surface area NOTAMs directly into the US NOTAM System (USNS) rather than going through Flight Service;
- 2) The airport operator will provide the FAA with continuous feedback on the suitability of the Airport DDN system and suggestions on how to improve the system including input to the FAA's human factors consultants.

c. Management of the project:

The management of this project will be done by the FAA's Aeronautical Information Management Directorate (AJV-2).

d. Roles and responsibilities:

Parties are bound by a duty of good faith and best effort in achieving the goals of this Agreement.

Airport will use its best efforts to protect the password provided by the FAA to permit use of the FAA's Airport DDN system, and will provide that password only on a need-to-know basis.

The FAA will use its best efforts to ensure the Airport DDN system operates at optimal performance level as designed.

e. Contributions of the Parties:

The FAA will provide:

- 1) a password to the Airport DDN system which allows access to it by the airport operator;
- 2) the initial training of its personnel on how to use the system and a user manual;
- 3) a NOTAM subject matter expert (SME) during the initial phase of deployment to assist the airport personnel (direct-assist) with the new Airport DDN system;
- 4) a point of contact person to respond to any questions which arise after deployment
- 5) telephonic technical support during normal business hours to assist airport during the term of this agreement; and
- 6) a completed Safety Risk Management Document on the airport DDN system.

Airport will provide:

- 1) the personnel and Web-accessible computers, Internet access, and any related and required equipment, to allow operation of the Airport DDN system;
- 2) feedback on how the system is operating and how it might be improved;
- 3) input to the FAA Safety Risk Management Document for the airport DDN system;
- 4) the continuing ability to return to the existing legacy NOTAM system if the Airport DDN system is not operating as required to maintain the safety of the airport.

ARTICLE 3. EFFECTIVE DATE and TERM

The effective date of this Agreement is from the date of deployment of NOTAM Manager at the airport.

ARTICLE 4. REPORTING REQUIREMENTS

Airport shall report any suggestions on improvement of the Airport DDN system to the FAA through their Point of Contact and assist the FAA's human factors personnel with their research on improvements to the Airport DDN system.

ARTICLE 5. INTELLECTUAL PROPERTY

a. Rights in Data

The Government retains Government Purpose Rights in all data developed under this agreement. Airport agrees not to reverse-engineer any of the software, forms, or databases, including those accessible through the password-protected system described above, but shall use its access only for the purposes set out herein.

"Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information.

"Government Purpose Rights" means the rights to -

- (1) Use, modify, reproduce, release, perform, display, or disclose data within the government without restriction; and,
- (2) Release or disclose technical data outside the government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive acquisition by or on behalf of the government, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

ARTICLE 6. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE 7. POINTS OF CONTACT

FAA Program Office/Technical Officer

Barry C. Davis, Acting Director, Aeronautical Information Management

Nancy Richmond, Engineering Technical Officer, Aeronautical Information Management

Airport Party

Rock County, Southern Wisconsin Regional Airport

ARTICLE 8. FUNDING AND PAYMENT

There will be no exchange of moneys since each party shall bear their own costs to implement this project and meet the goals and objectives of it as outlined above.

ARTICLE 9. APPROVAL OF SUBCONTRACTORS

There shall be no airport subcontractors involved on this project.

ARTICLE 10. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by Director, AIM and Airport Management. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 11. TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than the performance of obligations accrued on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations.

Either party may terminate this agreement immediately if either party determines that the safety of the airport is affected and return immediately to the existing NOTAM entry process currently in use prior to the initial deployment of the DDN System.

ARTICLE 12. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of the Agreement, the inconsistency shall be resolved by giving preference in the following order:

- (a) The Agreement,
- (b) The Attachments.

ARTICLE 13. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C 106 (1) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

ARTICLE 14. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by AIM management of the FAA.

ARTICLE 15. WARRANTIES

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by airport, its employees, or contractors, or any third party acting on its behalf. Each party agrees to be responsible for injury, death or property damage arising out of or in connection with its own acts or omissions under this Agreement, however, neither party waives its rights to sovereign immunity.

ARTICLE 17. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:

Federal Aviation Administration

By: _____

Date: _____

Barry C. Davis, Acting Director, Aeronautical Information Management, ATO

Southern Wisconsin Regional Airport

By: _____

Date: _____

Ronald D. Burdick, Director

**Aeronautical Information Management (AIM) of
Federal Aviation Administration (FAA)
And
Southern Wisconsin Regional Airport**

LETTER OF AGREEMENT

Effective date: _____

SUBJECT: Notification Process by the Airport for Surface Area NOTAMs

- 1. PURPOSE.** This agreement identifies who is responsible for notifying the affected Air Traffic Control (ATC) facility of Surface Area Notices to Airmen (NOTAMs) created by the Airport. This is a requirement of JO 7930.2 "Notices to Airmen."
- 2. CANCELLATION.** This agreement does not cancel any other agreements between the airport and Air Traffic Control.
- 3. SCOPE.** The procedures outlined in Section 9 of this Agreement must be used between the Southern Wisconsin Regional Airport, and one or more of the following:
Janesville Air Traffic Control Tower (ATCT),
Rockford Terminal Radar Approach Control (TRACON),
for the notification of NOTAMs created and directly-entered by Southern Wisconsin Regional Airport via the Federal Aviation Administration (FAA) Digital NOTAM system
- 4. DEFINITION.** The Airport, for the purposes of this agreement, will include only qualified Airport Operations employees authorized to create and directly-enter Surface Area NOTAM information through the FAA's Digital NOTAM system.
- 5. RESPONSIBILITIES.** According to the NOTAM Manual (JO 7930.2), the Airport is responsible for observing and reporting the condition of movement areas and other surface area NOTAMs associated with the Airport. The Surface Area NOTAMs include Aerodrome, Runway, Taxiway, Apron, Ramp, Services and Obstruction.
- 6. EFFECTIVE DATE and TERM.** The effective date of this agreement begins on the date the airport originates their first NOTAM using the FAA's Digital NOTAM system. This agreement shall continue until terminated by either party upon 30 days written notice to the other party or immediately if the safety of the National Airspace System is jeopardized.
- 7. NOTAMs.** Under the current, legacy NOTAM system, the Airport contacts Flight Service (FS) to create Surface Area NOTAMs. FS is responsible for the classification, accuracy, format, dissemination, and cancellation of the NOTAM information from the Airport and notifying the affected ATC facility.

8. DIRECT-ENTRY DIGITAL NOTAMs. The Airport will be using FAA's Web-based software to directly enter Surface Area NOTAMs to the United States NOTAM System (USNS) and by-pass FS.

9. NOTIFICATION. Because the Southern Wisconsin Regional Airport will be directly entering NOTAMs into the USNS and bypassing Flight Service, the Southern Wisconsin Regional Airport will be required to notify: Janesville Air Traffic Control Tower (ATCT), either by phone or radio when NOTAMs are generated or cancelled within the FAA's Digital NOTAM system.

The notification process will be as follows:

A. The Airport will notify the ATC Tower, when operational, via phone or radio and relay the following information:

1) the NOTAM keywords:

a) Aerodrome, Runway, Taxiway, Ramp/Apron, Obstruction or Services;

2) its designator (such as 14/32 or de-ice area);

3) the reason/condition for all of the following keyword NOTAMs;

4) the start time, end time or the expected time period of the NOTAM.

a) **Aerodrome** – all NOTAMs

b) **Runway** – all NOTAMs

c) **Taxiway**

i. all Movement area NOTAMs

ii. all Non-movement area NOTAMs that impact normal flow operations

d) **Ramp/Apron** – all NOTAMs that impact normal flow operations

e) **Obstruction** – all NOTAMs

f) **Services** - all NOTAMs

Examples:

“Taxiway alpha one closed from one five zero zero to one seven zero zero Zulu.”

“Runway one eight / three six thin loose snow at one eight one zero Zulu.”

“Aerodrome closed from two one zero zero to two two zero zero UTC.”

B. The Airport also will notify the Rockford Terminal Radar Approach Control (TRACON) when the ATCT is not operational, via phone or radio on all NOTAMs that impact normal flow operations, and relay the following information:

- 1) the NOTAM keyword;
- 2) its designator (such as 16L/34R or 100LL fuel pumps);
- 3) the reason/condition for the NOTAM; and
- 4) the expected time period for all of the following NOTAMs:
 - a) **Aerodrome** – all NOTAMs
 - b) **Runway** – all NOTAMs
 - c) **Obstruction** – all NOTAMs
 - d) **Services** – all NOTAMs

10. FAILURE OF THE DIRECT-ENTRY NOTAM SYSTEM. If there is a failure to the Digital NOTAM system, the Airport will alert their appropriate IFR control facility to this fact and then revert back to the legacy system. The Airport will continue to coordinate with the appropriate controlling IFR Facility for all surface NOTAMs listed in this agreement, regardless of the NOTAM system used.

Ronald D. Burdick
Airport Director
Southern Wisconsin Regional Airport

Barry Davis
Director
Aeronautical Information Management
FAA ATO

**Rock County Department of Public Works
Division of Parks – Issue Paper**

DATE – June 21, 2012

ISSUE - Approve Change Order- Beckman Mill Park Trail System

DISCUSSION - The Department issued a purchase order for trail improvements to the Northwoods Trail at Beckman Mill Park. It was discovered by the contractor while working on the project that the trail length was incorrect and the trail was actually 666' longer than originally stated.

This change order is to cover the cost of trail improvements for the additional 666'. Cost of the extra work is \$3,530.

There are sufficient funds in the unexpended grant funds for this project.

RECOMMENDATION – Approval.

Respectfully submitted by,



Lori A. Williams
Parks Director

CHANGE ORDER #1

Date: June 21, 2012

Project Name: Beckman Mill Park Northwoods Trail Improvements

This Change Order is issued to:

Trail Design Specialists, LLC
329 West Wilson Street
Madison, WI 53703

Summary of revisions:

Actual total trail length is 2981 feet, which is a difference of 666 feet.

Summary of cost:

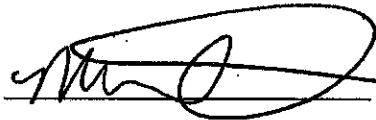
Charged out at the same rate as the rest of job, the cost difference is \$3530.00.

Current Contract: \$12,275.00 Contract Time: Complete by 6/30/12

This Change Order: \$3,530.00 This Change Order: Project timing doesn't change

Revised Contract: \$15,805.00 Revised Time: Complete by 6/30/12

Accepted By:



Approved By:



Contractor:

Trail Design Specialists

Owner:

Parks Director, Rock Co Parks

Date:

Thursday, June 21, 2012

Date:

Thursday, June 21, 2012



Change Order #1

Project Name:

Northwoods Trail Improvements at Beckman Mill County Park

To:

Rock County Department of Public Works-Parks Division
3715 Newville Road
Janesville, WI 53545

Date:

Thursday, June 21, 2012

Description of Change:

Actual total trail length is 2981 feet, which is a difference of 666 feet.

Original Contract Sum:

\$12,275.00

Change Order Amount:

\$3,530.00

New Contract Sum:

\$15,805.00

Accepted:

A handwritten signature in black ink, appearing to read 'Mike Riter', written over a horizontal line.

Mike Riter, Trail Design Specialists, LLC

A handwritten signature in black ink, appearing to read 'Lori Williams', written over a horizontal line.

Lori Williams, Rock County Parks

Trail Design Specialists, LLC
329 West Wilson Street
Madison, WI 53703
www.traildesign.com
678-140-8021