

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

Please Note Time Change

AGENDA
Public Works Committee Meeting
Tuesday, May 22, 2012 at 8:00 a.m.

Southern Wisconsin Regional Airport Terminal Building
1716 W. Airport Rd.
Janesville, WI 53546

1. Call to Order at 8:00 a.m.
2. Approval of Agenda
3. Approval of Minutes April 24, 2012.
4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
 - a. Approve Voucher over \$10,000
5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

6. **Action Items**

- a. Approve 2012 Terms and Conditions of Accepting Airport Improvement Program Grants
- b. Approve Resolution Six Year Statement of Project Intentions for the Department of Transportation Bureau of Aeronautics

7. **Information Items**

- a. Project Updates
 - 1) Terminal
 - 2) T-Hangar Painting
- b. Airport Accounts Receivables

HIGHWAY BUSINESS

8. **Action Item**

- a. Approve Preferred Alternative, CTH G to CTH S Connector
- b. Approve Resolution Approving CTH G Mega-Project Agreements
(Resolution will be provided at the meeting)

PARKS BUSINESSES

9. **Action Item**

- a. Approve Resolution Authorizing Easement to Charter Communications to Cross Pelishek Tiffany Nature Trail.

10. Next Meeting Date
11. Adjournment

MEMORANDUM

DATE: May 16, 2012
TO: Gordon Beyerlein, Accounting Supervisor
FROM: Cynthia Hevel, Account Clerk II
RE: SA-787-40-92 and SA 0753-44-69

Enclosed are two invoices for the above projects. Per Sherry Oja, Finance Director, I can send them directly to your for payment. Please let me know if you need anything further. Thank you!

GORDON BEYERLEIN - Payment

From: RON BURDICK
To: GORDON BEYERLEIN
Date: 5/16/2012 2:53 PM
Subject: Payment

Yes Approved!!!

Acc. # 41-4453-4454-67200



Division of Transportation
Investment Management
PO Box 7914
Madison, WI 53707-7914

COPY

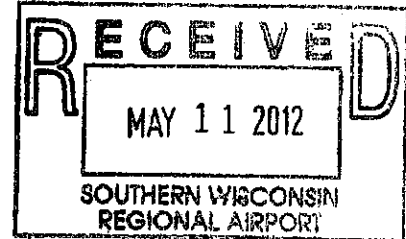
Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: 608-266-3351

Facsimile (FAX): 608-267-6748

April 27, 2012

SOUTHERN WI REGIONAL AIRPORT
RONALD BURDICK, AIRPORT MANAGER
4004 S OAKHILL AVE
JANESVILLE WI 53545



Southern Wisconsin Regional Airport
State Aid Project 0787-40-92
Sealcoat airfield pavements

Dear Mr. Burdick:

Please send us a check in the amount of \$ 25,000.00 to pay for your share of this project, as indicated in State Finding signed April 26, 2012.

This amount represents your estimated share of project costs. If project costs differ from original estimates we may request additional funds or return funds to you at a later date.

Please follow the instructions on the attached invoice when sending your check. If you have questions regarding this billing, contact us.

Sincerely,

Tami Weaver
Financial Specialist

TJW
800dev.dot/r.03/30/11



Division of Business Management
 Bureau of Business Services
 PO Box 7366
 Madison, WI 53707-7366

(608) 261-0259

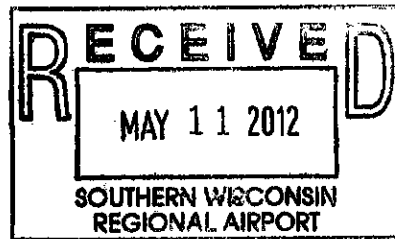
INVOICE 65434

Invoice Date: 5/9/2012

RON BURDICK, MGR.
 SOUTHERN WI REGIONAL AIRPORT
 4004 S. OAKHILL AVE.
 JANESVILLE, WI 53545

Account #: SOUT7
 Customer P.O.#:

<i>Description</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
SEE ATT	1	\$25,000.000	\$25,000.00
Total:			\$25,000.00
State Sales Tax:			\$0.00
Local Sales Tax:			\$0.00
Stadium Tax:			\$0.00
Invoice Total:			\$25,000.00
Paid:			
Balance Due:			\$25,000.00



(Please refer to the above invoice number for all inquires) - Retain this part for your records

Invoice Number: 65434 Balance Due: \$25,000.00 **AMOUNT PAID:** _____

Date: 5/9/2012

Make checks payable to:
 Wisconsin Dept. of Transportation

Mail To:
 Wisconsin Dept. of Transportation
 Bureau of Business Services
 P.O. Box 7366
 Madison, WI 53707-7366

****** For proper credit, return this part with your remittance ******



Division of Transportation
Investment Management
PO Box 7914
Madison, WI 53707-7914

COPY

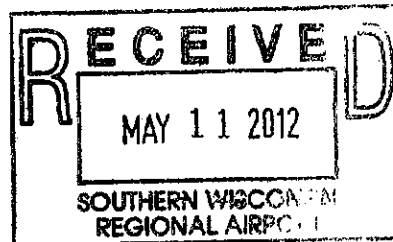
Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: 608-266-3351

Facsimile (FAX): 608-267-6748

April 27, 2012

SOUTHERN WI REGIONAL AIRPORT
RONALD BURDICK, AIRPORT MANAGER
4004 S OAKHILL AVE
JANESVILLE WI 53545



**Southern Wisconsin Regional Airport
State Aid Project 0753-44-69
Construct west side terminal building expansion**

Dear Mr. Burdick:

Please send us a check in the amount of \$ 292,000.00 to pay for your share of this project, as indicated in State Finding signed April 26, 2012.

This amount represents your estimated share of project costs. If project costs differ from original estimates we may request additional funds or return funds to you at a later date.

Please follow the instructions on the attached invoice when sending your check. If you have questions regarding this billing, contact us.

Sincerely,

Tami Weaver
Financial Specialist

TJW
800dev.dot/r.03/30/11



Division of Business Management
 Bureau of Business Services
 PO Box 7366
 Madison, WI 53707-7366

(608) 261-0259

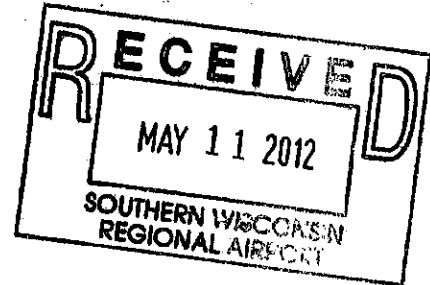
INVOICE 65435

Invoice Date: 5/9/2012

RON BURDICK, MGR.
 SOUTHERN WI REGIONAL AIRPORT
 4004 S. OAKHILL AVE.
 JANESVILLE, WI 53545

Account #: SOUT7
 Customer P.O.#:

<i>Description</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
SEE ATT	1	\$292,000.000	\$292,000.00
Total:			\$292,000.00
State Sales Tax:			\$0.00
Local Sales Tax:			\$0.00
Stadium Tax:			\$0.00
Invoice Total:			\$292,000.00
Paid:			
Balance Due:			\$292,000.00



(Please refer to the above invoice number for all inquires) - Retain this part for your records

Invoice Number: 65435 Balance Due: \$292,000.00 **AMOUNT PAID:** _____

Date: 5/9/2012

Make checks payable to:
 Wisconsin Dept. of Transportation

Mail To:
 Wisconsin Dept. of Transportation
 Bureau of Business Services
 P.O. Box 7366
 Madison, WI 53707-7366

****** For proper credit, return this part with your remittance ******



U.S. Department
of Transportation
Federal Aviation
Administration

April 2012

Terms and Conditions of Accepting Airport Improvement Program Grants

Sponsor: _____

Airport: _____

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace

1. The sponsor certifies that it will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
 - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. Single Audit Act Requirements. Single Audits are required in accordance with the Single Audit Act of 1984 (as amended) and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organization," as referenced in Federal Regulation 49 CFR Part 18.26. Non-federal entities (airport sponsors including sub-grants recipients under the FAA's State Block Grant Program) that expend \$500,000 or more of federal funds in the sponsor's fiscal year must have a single or program-specific audit conducted for that year. The \$500,000 threshold represents all federal funding sources, not just grants from the Federal Aviation Administration. Note: Airport sponsors that are part of a larger government entity (city or county) commonly are covered by the larger entity's Single Audit submission, and should coordinate with such entity to ensure this submission fulfills their audit requirement. The audit report is due from the sponsor by the earlier date of either 30 days after receipt of the auditor's report(s), or nine months after the end of the sponsor's fiscal year end date and must be submitted electronically to the Federal Audit Clearinghouse (FAC).
- L. Trafficking In Persons

- (a) Provisions applicable to a recipient that is a private entity.
- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (c) Provisions applicable to any recipient.
- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

(1) "Employee" means either:

- a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

b) Includes:

- (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

- (2) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

L. Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

- 1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions

For purposes of this award term:

- 1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

III. Assurances. The following FAA document titled *Assurances Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions

**Assurances
Airport Sponsors
April 2012**

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹

- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874. ¹
- u. National Environmental Policy Act of 1969 - U.S.C. 4321 et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises In Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. 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 the 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.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained

in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms

to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - (1) Operating the airport's aeronautical facilities whenever required;
 - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. 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.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It 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.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such 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.
 - i. The sponsor may prohibit or 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 necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will 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 the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. 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. The following exceptions apply to this paragraph:
 - (1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - (2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - (3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an Airport Layout Plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible

sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS

Dated: 1/25/2012

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B and Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvement or Changes
150/5300-13 and Changes 1 -18	Airport Design

NUMBER	TITLE
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure

NUMBER	TITLE
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5395-1	Seaplane Bases
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D and Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to

the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - (1) Describes the requests;
 - (2) Provides an explanation as to why the requests could not be accommodated; and
 - (3) Provides a time frame within, if any, the airport will be able to accommodate requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

- A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
- B. It will insert the following clauses in every contract subject to the Act and the Regulations:

"During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended

from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination.* The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. *Information and Reports.* The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions or Noncompliance.* In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. *Withholding of payments to the contractor under the contract until the contractor complies, and/or*

b. *Cancellation, termination, or suspension of the contract, in whole or in part.*

6. *Incorporation of Provisions.* The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."

- C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- E. It will include the following clauses, as appropriate:

"1. *The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT*

program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
1. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
- H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.

Name of Sponsor

Signature Sponsor's Designated Official Representative

Title

Dated

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY



Ronald D. Burdick
Airport Director
DRAFTED BY

Public Works Committee
SUBMITTED BY

May 14, 2010
DATE DRAFTED

Six Year Statement of Project Intentions for the Department of Transportation Bureau of Aeronautics

- 1 **WHEREAS**, Rock County owns an airport known as the Southern Wisconsin Regional
- 2 Airport, and;
- 3
- 4 **WHEREAS**, Rock County is interested in improving and maintaining the facility with State
- 5 and Federal Funding, and;
- 6
- 7 **WHEREAS**, Wisconsin statutes require a Statement of Project Intentions from Airport
- 8 owners contemplating federal and/or state aid within the next six years, and;
- 9
- 10 **WHEREAS**, this Six Year Statement of Project Intentions is used by the Department of
- 11 Transportation Bureau of Aeronautics for planning and budgeting purposes and is not a
- 12 petition for federal and/or state aid, and;
- 13
- 14 **NOW THEREFORE, BE IT RESOLVED**, that this governing body contemplates
- 15 requesting Federal and/or State aid for the projects listed on the attached schedule of
- 16 Airport improvements.

CERTIFICATION

I, _____, Clerk of Rock County, Wisconsin, do hereby certify that the forgoing is a correct copy of a Resolution introduced at the regular meeting of the Rock County Board of Supervisors on _____, 2010, adopted by a majority vote, and recorded in the minutes of said meeting.

Clerk

Respectfully submitted,

Public Works Committee

Kurt Yankee, Chair

Dave Brown

Betty Jo Bussie, Vice Chair

Brent Fox

Eva Arnold

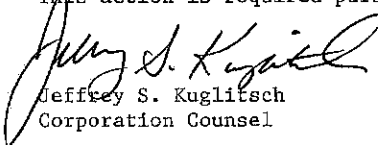
FISCAL NOTE:

This resolution documents proposed Airport Improvement Projects for planning purposes only. If any of these projects are approved for Federal and/or State funding, a budget amendment, including the County Share, would be required.


Sherry Oja
Finance Director

LEGAL NOTE:

This action is required pursuant to § 114.31(8)(a), Wis. Stats.


Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.


Craig Knutson
County Administrator

**2012 - Six Year Statement of Project Intentions
Southern Wisconsin Regional Airport**

Fiscal Year	Description of Improvements	Estimated Cost	Original Petition Date	Proposed Petition Date
2012	Land reimbursement SE corner (3 parcels, Runway 32 approach)	\$1,200,000	Jan. 2005	
	Land acquisition Runway 36 approach	\$350,000	Jan. 2005	
	Construct west side terminal building expansion (building shell; landside areas a & b)	\$1,300,000	Jan. 2005	
	Construct west side terminal building expansion (site work)(Project 1 (utility reloc, site prep, temp fence))	\$160,000	Jan. 2005	
	Terminal building improvements (site work, parking lot and landscape)	\$500,000	Jan. 2005	
	Design project II terminal building improvements	\$50,000	Jan. 2005	
	Crack seal & slurry Runway 18/36	\$125,000	Feb 2012	
2013	Provide security lighting on airport entrance road	\$40,000	May 2009	
	Construct security improvements-gates, card system, lighting	\$720,000	May 2009	
	Construct north perimeter road, reconstruct SW apron	\$720,000	Sep. 2006	
	Construct east side hangar area development phase IIa & associated auto parking	\$550,000	Mar. 2003	
	Construct de-icing containment system	\$350,000	Sep. 2006	
	Seal/repair CC joints Runway 14/32 and associated taxiway	\$100,000	Feb 2010	
	Purchase mower (vegetation control equipment)	\$80,000	May 2009	
	Terminal building project II East addition areas C & D	\$1,500,000	Jan. 2005	
2014	Design SRE building expansion (wash bay)	\$100,000	May 2009	
	Construct air cargo apron SE	\$1,820,000	Sep. 2006	
	Construct east side development area and auto parking (phase III NE near ABC hangar	\$370,000	Sep. 2006	
	Terminal building project III interior improvements	\$500,000	Jan. 2005	
	Replace airfield lighting with LED lights	\$1,200,000	Feb. 2012	
2015	Reconstruct SW apron (near Roessel, slope issues)	\$296,400	Sep. 2006	
	Construct southwest t-hangar twys. and associated auto parking phase III	\$350,000	Mar. 2003	
	Reconstruct Runway 4/22	\$5,000,000	Dec. 2008	
	SRE building improvements (energy upgrades- insulation, electrical, HVAC, doors, windows)	\$230,000	May 2009	
	Expand SRE building (Wash Bay)	\$625,000	May 2009	
2016	Construct east side development and associated auto parking, phase IIB	\$550,000	Mar. 2003	
	Construct east side terminal aircraft apron	\$3,700,000	Dec. 2008	
	Construct east side terminal auto parking and access road	\$2,400,000	Apr. 2003	
	Design reconstruction Rwy 18/36 south	\$100,000	Dec. 2008	

The column marked "original petition date" indicates the month and year that a Resolution was passed petitioning for state and/or federal funding. The column marked "proposed petition date" indicates the year that the State will receive a resolution from the County requesting state/federal funds.

EXECUTIVE SUMMARY
For
STATEMENT OF PROJECT INTENTION

Wisconsin statute requires that an airport sponsor submit a six-year plan every even numbered year. This Resolution provides that Six Year Statement of Project Intentions to the State of Wisconsin and/or the federal government to meet the existing and future needs of the Southern Wisconsin Regional Airport. This Resolution is important for the future planning and timely execution of development as it becomes necessary.

This Statement of Project Intentions is for planning purposes only, does not require County funds to be available, and does not commit the sponsor to an Airport Improvement project.

If approved, this Resolution will be forwarded to the State of Wisconsin, Bureau of Aeronautics, for their planning and budgeting purposes.

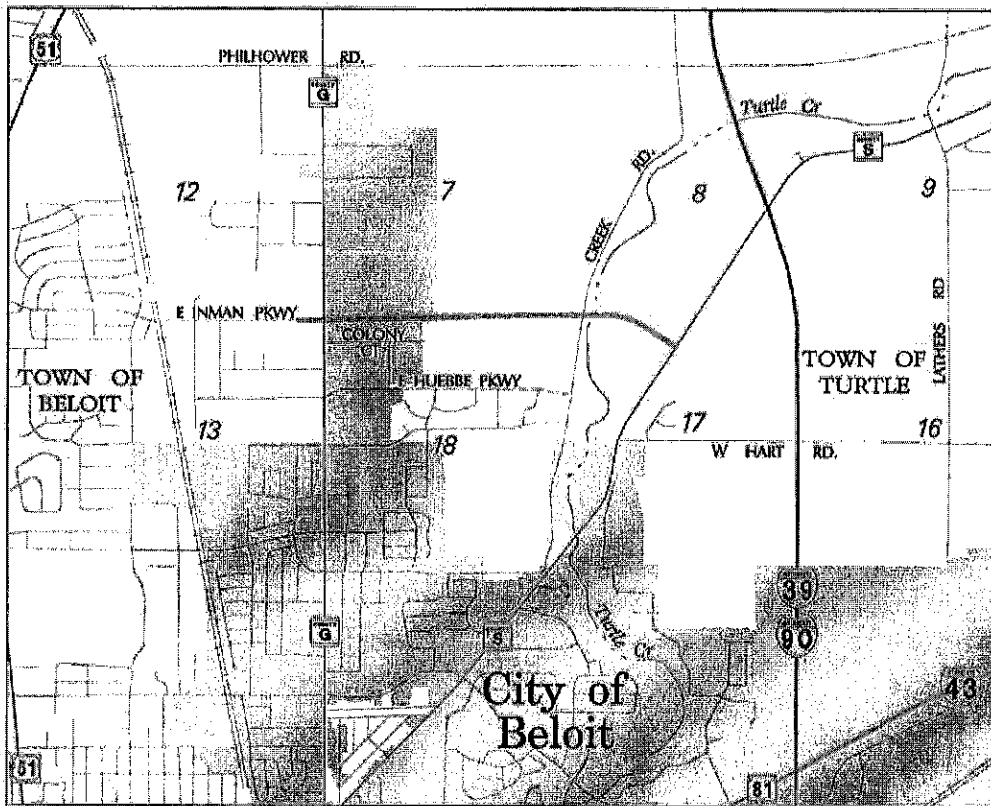
Respectfully Submitted

Ronald D. Burdick
Airport Director

ALTERNATIVE ANALYSIS MEETING

for

Project ID 5989-05-21
Inman Parkway Extension, City of Beloit
(Prairie Avenue – Shopiere Road)
CTH BT
Rock County



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

ISSUE - Approval of a Preferred Alignment of the Road Connector Between CTH G and CTH S.

DISCUSSION - Rock County was awarded a federal earmark project to design a road connector between CTH G (Prairie Ave.) and CTH S (Shopiere Road) in the Town of Turtle. A consulting engineering firm, Ayres Associates of Madison, was retained to identify alternative routes, perform an environmental and other factors assessment of these alternatives and design the project on the Preferred Alternative alignment, once that alternative is selected. Approximately seven alternatives were identified and evaluated for meeting the Purpose and Need of the proposed project. Five of the seven alternatives were slight variations of one alignment that would be an extension of the existing Inman Parkway. The second one is to upgrade existing Philhower Road east from CTH G and building a new segment of road to tie into CTH S near Interstate Highway 39/90 (IH-39/90). The final alternative is to do nothing.

The consultant has evaluated the alternatives and is making a recommendation. A summary of the options, factors considered and results of their analysis are attached herewith. The Public Works Committee is charged with deliberating the consultant recommendations and choosing the Preferred Alternative.

After selection by the Committee, state and federal concurrence must be gotten. Once concurrence is obtained, the consultant will prepare the final reports, plans and specifications to bid the project for construction in 2014.

RECOMMENDATION – Accept the recommendation of the Inman Parkway Extension Alternative #1D and select this as the Preferred Alternative to take forward into the design and approval process.

Respectfully submitted by,

Benjamin J. Coopman, Jr., P.E.
Public Works Director

INMAN PARKWAY ALTERNATIVE SUMMARY

Alternative 1 (A through E)

Dismissed Alternatives

- 1B: This alignment requires that the bridge over Turtle Creek be placed along a curve which is more costly and adds to safety concerns. This alternative has no significant advantages over Alternative A.
- 1C: This alignment requires that an ATC tower be relocated and that a home at the S. Creek Road crossing be relocated, which none of the other alternatives would require. This alternative has no significant advantages over Alternative D.
- 1E: This alignment was designed to center the roadway on the land designated in the early planning stages as potential right-of-way (ROW). Since this land was only "dedicated" and not purchased by the City and the alignment would require the addition of a reverse curve to avoid an existing ATC tower, there is no advantage of this alternative over Alternative D.

Potential Preferred Alternative 1 Options

- 1A: This alignment avoids the relocation of two rental homes (Reliable Properties LLC) in the southeast quadrant of the Inman Parkway and Prairie Avenue intersection. However, avoiding these homes requires relocating this intersection to the north which results in 1.6 additional acres of ROW acquisition and new road construction and utility adjustments for a distance of approximately 850' west of the intersection. The preliminary cost estimate is \$4.4M.
- 1D: This alignment requires the relocation of the two rental homes mentioned above in Alternative 1A. However, the alternative maintains the existing straight alignment through the Inman Parkway and Prairie Avenue Intersection and will require only minor roadway widening and rehabilitation efforts to the west of the intersection. It should be noted that the residences along S. Creek Road will be in closer proximity to the Inman Parkway intersection for Alternative D than the residences for Alternative A, which crosses S. Creek Road approximately 450' to the north. It is not likely that any relocations other than a shed on the Kjornes property are required; however it is possible that grading limits will extend to within approximately 50' of the adjacent homes. The preliminary cost estimate is \$4.3M.

Alternative 2: Philhower Road

This alignment utilizes the existing Prairie Avenue, Philhower Road, and S. Creek Road, with a newly constructed extension of S. Creek Road to Shopiere Road. Although it is not likely that any relocations are required for this alternative, the existing residences along Philhower Road and S. Creek Road will be subjected to much higher traffic volumes. Additionally, motorists accessing the interstate will experience significant misdirection compared to Alternative 1. Philhower Rd. will need to be reconstructed to handle the added traffic volumes, resulting in additional cost. The preliminary cost estimate is \$5.2M.

COMPARISON OF INMAN PARKWAY PROJECT ALTERNATIVES

Alternative	Length of Construction (miles)	Preliminary Cost Estimate ¹ (\$ millions)	Potential Relocations ² (each)	Approx R/W Required ³ (Acres)	Wetlands Impacted ⁴ (Acres)	Other Issues
No Build – Use existing routes	NA	0	0	0	0	<ul style="list-style-type: none"> Maintains existing condition No improved access to interstate highway or hospital
Alternative 1 – Inman Parkway extension						
Option 1A (Shift road to north to avoid relocations)	1.7	4.4	0	18.5	0.075	<ul style="list-style-type: none"> Extends project limits and real estate impacts west of Prairie Avenue Avoids relocations at Prairie Avenue and Inman Pkwy Impacts to irrigation system
Option 1B (Shift road to north to avoid relocations)	1.6	4.5	0	17.9	0.071	<ul style="list-style-type: none"> Extends project limits and real estate impacts west of Prairie Avenue Avoids relocations at Prairie Avenue and Inman Pkwy Impacts to irrigation system Bridge located on a curve
Option 1C (Matches dedicated right-of-way)	1.4	4.5	3	17.0	0.061	<ul style="list-style-type: none"> Relocations required at Inman Parkway/Prairie Avenue intersection Requires relocation of ATC power line structure ⁵ Impacts to irrigation system pivot point
Option 1D (Avoids relocations at Creek Road and ATC pole)	1.4	4.3	2	16.9	0.060	<ul style="list-style-type: none"> Relocations required at Inman Parkway/Prairie Avenue intersection Crossing at S. Creek Rd is in close proximity to existing residences Impacts to irrigation system
Option 1E (Matches dedicated right-of-way; avoids relocations at Creek Road and ATC pole)	1.4	4.3	2	16.9	0.060	<ul style="list-style-type: none"> Relocations required at Inman Parkway/Prairie Avenue intersection Crossing at S. Creek Rd is in close proximity to existing residences Impacts to irrigation system
Alternative 2 – Use existing Prairie Rd and Philhower Rd; new connection between Creek & Shopiere Road	2.5 ⁶	5.2	0	16.8	NA	<ul style="list-style-type: none"> Longest length of construction Greatest number of affected property owners Traffic misdirection

- Assumes 2-lane rural typical section for new construction. All estimates include the cost of a new 2-LANE bridge and assumed \$15,000 per acre land acquisition cost.
- Assumes \$100,000 per relocation
- Assumes 100' wide right-of-way corridor would be required for new construction and existing road right-of-ways would be expanded to 100'.
- Wetland impacts are approximated and will vary depending on bridge design. Wetland Delineation for Alternative 2 was not obtained.
- Assumes \$100,000 ATC pole relocation cost
- Assumes reconstruction along Philhower Road and Creek Road, new construction between S. Creek Road and Shopiere Road, and reconstruction/signalization of CTH G and Philhower intersection

COMPARISON OF INMAN PARKWAY PROJECT ALTERNATIVES

Alternative	Length of Construction (miles)	Preliminary Cost Estimate ¹ (\$ millions)	Potential Relocations ² (each)	Approx R/W Requ'd ³ (Acres)	Wetlands Impacted ⁴ (Acres)	Other Issues
Alternative 1 – Inman Parkway extension						
Option 1A (Shift road to north to avoid relocations)	1.7	4.4	0	18.5	0.075	<ul style="list-style-type: none"> Extends project limits and real estate impacts west of Prairie Avenue Avoids relocations at Prairie Avenue and Inman Pkwy Impacts to irrigation system
Option 1D (Avoids relocations at Creek Road and A1C pole)	1.4	4.3	2	16.9	0.060	<ul style="list-style-type: none"> Relocations required at Inman Parkway/Prairie Avenue intersection Crossing at S. Creek Rd is in close proximity to existing residences Impacts to irrigation system
Alternative 2 – Use existing Prairie Rd and Philhower Rd; new connection between Creek & Shopiere Road	2.5 ⁵	5.2	0	16.8	NA	<ul style="list-style-type: none"> Longest length of construction Greatest number of affected property owners Traffic misdirection

1. Assumes 2-lane rural typical section for new construction. All estimates include the cost of a new 2-LANE bridge and assumed \$15,000 per acre land acquisition cost.
2. Assumes \$100,000 per relocation
3. Assumes 100' wide right-of-way corridor would be required for new construction and existing road right-of-ways would be expanded to 100'.
4. Wetland impacts are approximated and will vary depending on bridge design. Wetland Delineation for Alternative 2 was not obtained.
5. Assumes reconstruction along Philhower Road and S. Creek Road, new construction between Creek Road and Shopiere Road, and reconstruction/signalization of CTH G and Philhower Intersection

		Imman Pkwy / CTH G		Imman Pkwy / South Creek Road		Imman Pkwy / Shopiere Road				
Alt D	Relocations	Skewed Intersection	Additional R/W Required	New Construction (W of Imman)	Home Proximity to R/W or Grading Limit ¹	Driveway Proximity to R/W ²	Expansion to 4 lanes Issues ³	Driveway Proximity to R/W ²	Drainage	SB Shopiere Right Turn Lane Option ⁴
	0	YES	YES	Approx 900' of new road due to skew; utility relocations	R. Sloss home is 175'; E. Kjolmes home is 165'	R. Sloss drive is 165'; E. Kjolmes drive is 140'	Requires additional R/W but no relocations	T. Dobratz drive is 450'		Exist R/W would allow for lane addition
	2	No	YES	Potential Intersection Improvements (i.e. turn lanes)	D. Trumbo home is 70'; E. Kjolmes shed is 12'	D. Trumbo drive is 60'; E. Kjolmes drive is 40'	Requires additional R/W but no relocations	T. Dobratz drive is 155'	Adjacent to exist; Drainage culvert under Shopiere	Limited space for lane addition
	Reliable Prop. LLC (2); Kjolmes shed	Maintains Existing Alignment	Only if Desired to Widen 80' to 100'							

Notes:

1. Assumed 2:1 fill slopes behind beam guard approach to bridge. Trans 223.08 requires greater of 110' from centerline or 50' from R/W for setback. Kjolmes shed would require relocation. See x-sections.
2. FDM 11-25-1.2.2 indicates that approach side driveway (side road) corner clearance is dictated by potential intersection queued vehicle limits and departure side driveway corner clearance should consider STH left turning vehicles. Corner clearance requirements may necessitate further intersection analysis and coordination with local jurisdiction.
3. Proximity of existing homes to proposed grading limits may be less than desirable, however required home setbacks can likely be met.
4. If the addition of a dedicated right turn lane for SB Shopiere Rd is found necessary, property acquisition may be necessary at the Dobratz property for grading due to road widening (FDM 11-25-1.2.1)

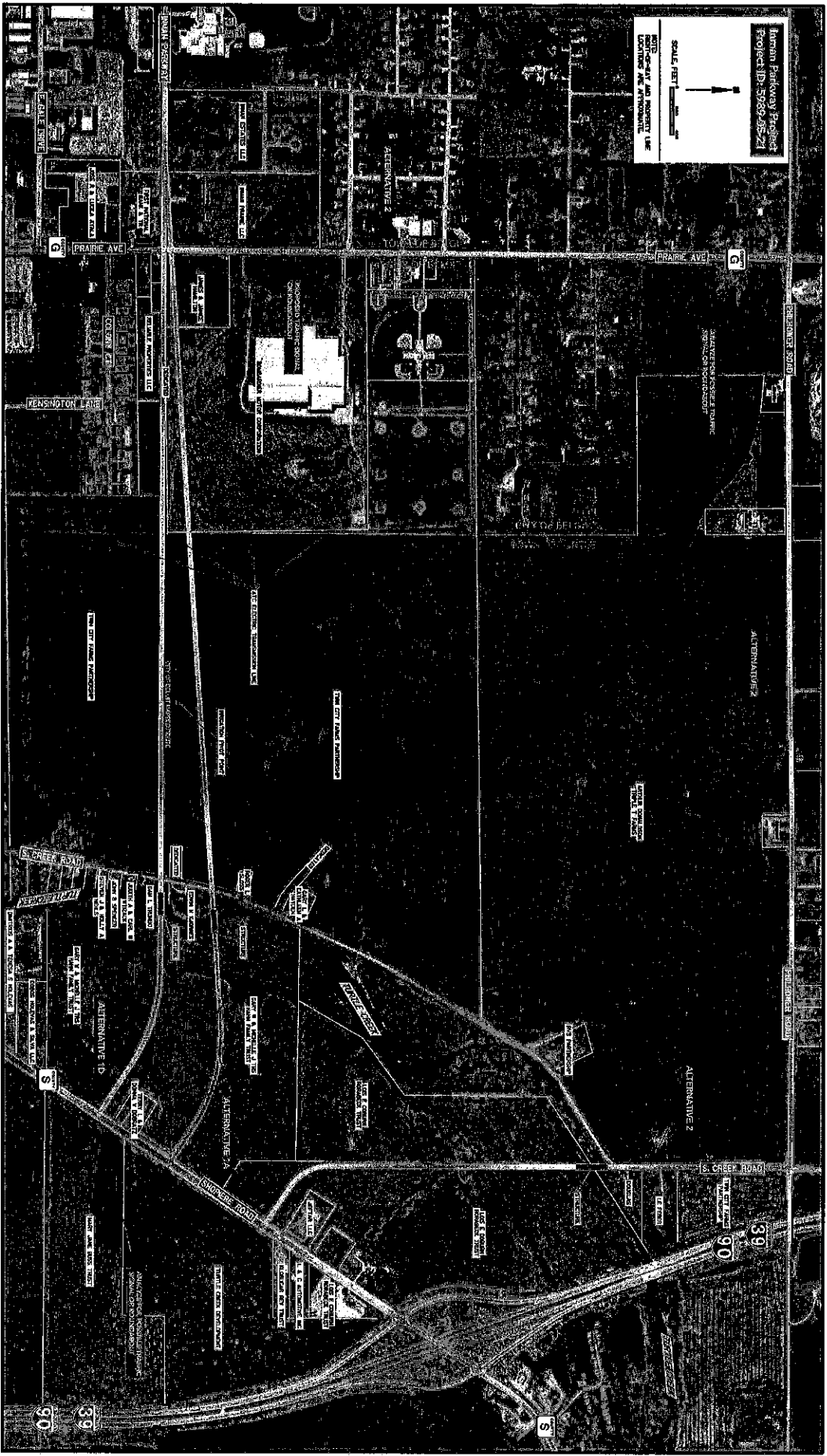
Human Parkway Project
Project ID: 5959-05-21

SCALE: 1" = 100'

DATE: 11/15/2011

BY: [Signature]

FOR: [Signature]



RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Lori Williams
Initiated by

Public Works & Parks
Advisory Committee
Submitted by



Lori Williams, Parks Director
Drafted By

April 30, 2012
Date Drafted

AUTHORIZING EASEMENT TO CHARTER COMMUNICATIONS TO CROSS PELISHEK TIFFANY NATURE TRAIL

- 1 **WHEREAS**, Rock County owns the Pelishek Tiffany Nature Trail (PTNT) extending from Clinton
- 2 in Rock County to Allens Grove in Walworth County; and,
- 3
- 4 **WHEREAS**, Charter Communications, Janesville, desires to obtain an easement across a portion
- 5 of the said property for the purpose of boring underneath the trail as part of a project to install fiber
- 6 optic cable; and,
- 7
- 8 **WHEREAS**, a fee of \$500 has been stipulated; and,
- 9
- 10 **WHEREAS**, because the project will have a potentially long-term effect on the trail, it will have to
- 11 be approved by the appropriate committees and Rock County Board of Supervisors.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED**, by the Rock County Board of Supervisors assembled
- 14 this _____ day of _____, 2012, that the County Board Chair and County Clerk are
- 15 authorized to sign the agreement for right-of-way and easement with Charter Communications.

Respectfully submitted,

Public Works Committee

County Board Staff Committee

Kurtis Yankee, Chair

J. Russell Podzilni, Chair

Betty Jo Bussie, Vice-Chair

Sandra Kraft, Vice-Chair

Eva Arnold

Eva Arnold

Dave Brown

Henry Brill

Brent Fox

Betty Jo Bussie

Marilynn Jensen

Mary Mawhinney

Louis Peer

Kurtis L. Yankee

AUTHORIZING EASEMENT TO CHARTER COMMUNICATIONS TO CROSS PELISHEK
TIFFANY NATURE TRAIL

Page 2

FISCAL NOTE:

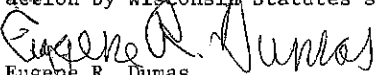
The \$500 easement fee will be deposited into
the Sale of County Property account, a/c
00-0000-0001-46200.



Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this
action by Wisconsin Statutes section 59.52(6)(c).



Eugene R. Dumas
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



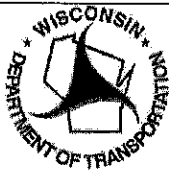
Craig Knutson
County Administrator

EXECUTIVE SUMMARY
AUTHORIZING EASEMENT TO
CHARTER COMMUNICATIONS TO CROSS PELISHEK TIFFANY NATURE TRAIL

Rock County has owned the 64.3 acres of the Pelishek Tiffany Nature Trail since September 26, 1995, and is working on continued development of this park property via a long-term partnership agreement with the PNT Foundation. Currently, the trail is open for winter snowmobile use and is open for hiking, bird watching, bicycle use and equestrian use in the summer.

Charter Communications, Janesville, has requested an easement to bore under the trail as part of a fiber optic cable project. A fiber optic cable will be installed in this bore hole to carry cable from one side of the trail to the other and distribute it to the desired client. They propose to cross the trail in the right of way on S. Summerville Road east of Clinton, WI. This preferred approach will cause the least amount of disruption and damage to the trail.

Because this project will have a potentially long-term effect on the trail, it needs to be approved by the appropriate committees and the Rock County Board of Supervisors. A fee of \$500 has been stipulated in accordance with past easements of this nature.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
IMPROVEMENT PROJECT**

Date: 4/18/2012
 I.D.: 5966-10-01/70; 5966-00-72;
 5989-05-71
 Road Name: CTH G
 Limits: Huebbe Pkwy to STH 11
 County: Rock
 Roadway Length: ~ 6.0 miles

The signatory, Rock County, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

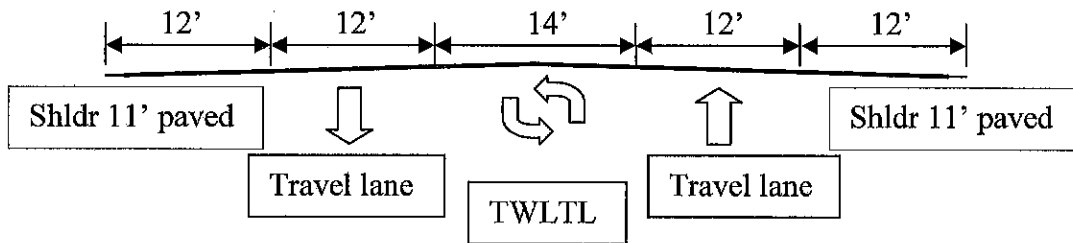
The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

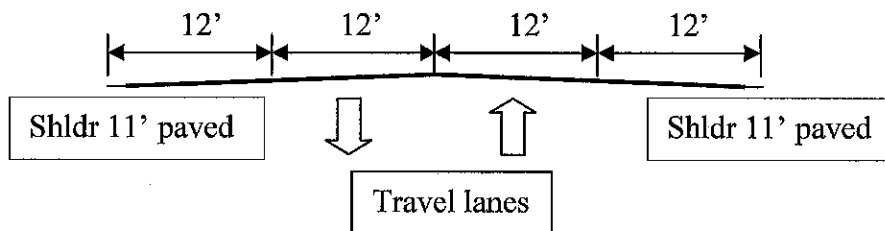
Existing Facility – CTH G is an urban to rural transitional roadway comprised of 2-12' lanes and 7'-10' shoulders. The roadway has a rural cross section with ditching. The asphalt pavement is aged and there are minimal turn lane facilities at the intersections. The horizontal alignment is mostly on tangent and there a few vertical curves that may have minimal or sub-standard alignment. B-53-0020 is a narrow bridge with deficient guard rail at all four corners.

Proposed Improvement – Replace B-53-0020 and CTH G in 2014 / 2015 from Huebbe Pkwy. to STH 11 with the following cross sections:

HUEBBE PKWY to ¾ mile north of Townline Road (may include curb and gutter with storm sewer)



¾ mile north of Townline Road to STH 11 (Avalon Road)



Non-participating Items - No sanitary or water main work proposed at this time.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final shares are dependent on bid prices, actual installed quantities and engineering / delivery costs.

SUMMARY FUNDING TABLE					
PHASE	Total Estimated Cost	Federal/State Funding	%	Municipal Funds	%
Roadway Design:					
CTH G (5966-10-01)	\$802,000	\$561,400	70% CAP	\$240,600	30%
Roadway Construction:					
CTH G (5966-10-70)	\$12,973,000				
TEA funding*		\$1,000,000	50%	\$1,000,000	50%
HSIP funding*		\$540,000	90%	\$60,000	10%
CHI funding*		\$200,000	50%	\$200,000	50%
Majors funding		\$6,981,100	70% CAP	\$2,991,900	30%
Other Roadway Designs currently authorized :					
Townline Int. (5966-00-00) STP-Rural	\$400,000	\$320,000	80%	\$80,000	20%
Inman Pkwy Ext. (5989-05-21) STP-Urb	\$800,000	\$430,650	MAX	\$369,350	BAL
Future Roadway Real Estate:					
CTH G & Townline Rd **	\$375,000	\$0	0%	\$375,000	100%
Inman Pkwy Extension **	\$700,000	\$0	0%	\$700,000	100%
Future Roadway Construction:					
Townline Int. (5966-00-72)	\$1,714,000	\$1,199,800	70% CAP	\$514,200	30%
Inman Pkwy Extension (5989-05-71)	\$4,600,000	\$3,220,000	70% CAP	\$1,380,000	30%
TOTALS	\$22,364,000	\$14,452,950		\$7,911,050	

Total Project Cost Estimate	\$22,364,000
Authorized and anticipated funds	\$4,200,000
Remaining dollars to be funded 70/30	\$18,164,000
WisDOT funding needed (70%)	\$12,714,800
	MAX WisDOT multi-project CAP

* Identification in this agreement of the marked program funds does not guarantee the Municipality funding. The Municipality must still follow individual program guidelines for funding requests. Funding will be contingent upon availability and any established guidelines for project review.

** The Municipality will purchase all necessary real estate for the construction projects listed. All amounts in excess of 30% of these real estate costs shall be applied elsewhere in the total budget as local in-kind payment. This agreement will be updated once actual real estate costs are known.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **Rock County** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization. Work prior to federal authorization is ineligible for federal funding.

The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

- a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

2. Funding of each project phase is subject to inclusion in a Wisconsin's approved program. Federal/State funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind (excluding grading, base and pavement for parking lanes).
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement: including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Excluding water and sanitary sewer, preliminary engineering and roadway design.
 - i. Management Consultant and State Review Services.
3. The work will be administered by the State and may include items not eligible for Federal participation.

4. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal/State funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.
5. Future maintenance of any ITS items (traffic signals are not considered an ITS item) installed during construction will be 100% WisDOT responsibility.
6. In cooperation with the Municipality; jointly assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction.
9. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
10. The Municipality is responsible for acquiring the necessary real estate needed for the roadway improvement.
11. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
12. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
13. The Municipality will at its own cost and expense:
 - a. Continue to maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. Future rehabilitation (mill & overlay or greater improvement) of these routes will be coordinated between the State and Municipality.

- b. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- c. In cooperation with the State; jointly assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- d. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- e. Provide maintenance and energy for lighting.
- f. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

14. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- d. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 15. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 16. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or

copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

17. **Contract Modification:** This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
18. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
19. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

20. The Municipality agrees to the following project funding conditions:
 - a. Design ID 5966-10-01 CTH G design will be 70% WisDOT Majors funding; up to a multi-project cap and 30% Rock County funding.
 - b. Construction ID 5966-10-70: As per the attached Memorandum of Agreement between WisDOT, Rock County and the City of Beloit; Rock County will pursue HSIP, TEA Grant and CHI funding to be applied to CTH G reconstruction project 5966-10-70. The remaining costs of CTH G reconstruction will be 70% WisDOT Majors funding; up to a multi-project cap and 30% Rock County funding.
 - c. Construction IDs 5966-00-XX & 5989-05-YY for the reconstruction of the Townline Road intersection and the construction of Inman Parkway Extension will be 70% WisDOT Majors funding; up to a multi-project cap and 30% Rock County funding.
 - d. Real Estate needs for CTH G (including Townline intersection) reconstruction and Inman Parkway Extension will be purchased by the Municipality. All amounts in excess of 30% of these real estate costs shall be applied elsewhere in the total budget as local in-kind payment.
 - e. Not including funding approved through HSIP, TEA and CHI programs, remaining WisDOT funding participation will be capped at \$12,714,800 for the improvements on CTH G, Inman Parkway Extension and Townline Road/CTH G intersection. Individual WisDOT funding project caps may move between projects as long as the overall cap of \$12,714,800 is not exceeded.
 - f. Non-participating costs: none.



5/7/2012

**Memorandum of Agreement
Between the
Wisconsin Department of Transportation, Rock County, and City of Beloit**

Pertaining to: The proposed improvements to CTH 'G' and Inman Parkway Extension

The Wisconsin Department of Transportation will hereinafter be called the Department, Rock County will be called the County, and the City of Beloit will be called the City.

Background:

- The Department's plans to improve IH 39/90 from Illinois to Madison to a newly constructed six lane freeway include the need for designated alternative routes for incident management and congestion management.
- The routes that provide the most benefit to the Department, County and City for the area of IH 39/90 between the Illinois State Line and STH 11 West include improvements to CTH 'G', CTH 'S' and the extension of Inman Parkway near IH 39/90.
- There is an Inman Parkway Extension Study actively pursuing the preliminary review of three different routes that provide a new connection from CTH 'G' to CTH 'S' near IH 39/90.

Agreements:

1. CTH 'G' Improvements. The County will pursue with the technical assistance of the Department, a locally sponsored HSIP (safety) funded project for the intersection of CTH 'G' and Townline Road. Should the application be successful, the matching funds will be from the County.
2. The County will utilize any available funding in the CHI program toward the necessary improvements to CTH 'G'.
3. The County will apply for a State of Wisconsin TEA (Transportation Economic Assistance) grant and apply the funds (State and Local matching portion) to the improvements on CTH 'G'.
4. The County will continue to deliver the Inman Parkway project by following the NEPA process they are currently engaged in.
5. In the spirit of partnership and cooperation with the County, the Department will take the lead on the delivery (design and construction oversight) of the CTH 'G' improvements from STH 11 (West) to Huebbe Parkway. The Department agrees to include the County in Change Management discussions pertaining to CTH 'G' scope and estimate.
6. Upon completion of the Environmental Document and Preliminary design of the Inman Parkway Extension, Rock County will take the lead on the final design. Construction oversight for Inman Parkway from CTH 'G' to IH 39/90 will be led by the Department in partnership with the County.

7. Upon completion of the Environmental Document and Preliminary design of Townline Road / CTH G intersection, Rock County will take the lead on the final design. Construction oversight for the intersection will be led by the Department in partnership with the County.
8. The County will take the lead on the delivery and acquisition of any Real Estate necessary to construct the CTH 'G' (including Townline Road) and Inman Parkway Projects. Real estate acquisition, including all related tasks, will count towards local cost share. The County anticipates performing construction work via LFA contract pending the approval process.
9. Beginning at STH 11, the City and the County agree to allow the Department the full use of CTH 'G', Inman Parkway Extension and CTH 'S' to IH 39/90. The use will consist of redirecting IH 39/90 traffic during construction of IH 39/90 for congestion management. It will also consist of redirecting IH 39/90 traffic during periods of crashes or other situations that demand an incident management route for IH 39/90 during and following IH 39/90 construction.

CTH 'G', Inman Parkway Extension and CTH 'S' will be signed as the IH 39/90 congestion management and incident management alternative route to IH 39/90 in this area. This agreement will remain in effect until all parties in this MOA agree not to use these routes for these purposes. Future rehabilitation (mill & overlay or greater improvement) of these routes will be coordinated between the Department, County and City when needed.

10. The City will agree to allow the Department the full use of Gateway Boulevard from STH 67 to East Hart Road ramp terminal at I-43. The City will agree to allow the Department the full use of Cranston Road from Gateway Boulevard to STH 81. The use will consist of redirecting IH 39/90 traffic during construction of IH 39/90 for congestion management. It will also consist of redirecting IH 39/90 traffic during periods of crashes or other situations that demand an incident management route for IH39/90 during and following IH 39/90 construction. Gateway Boulevard and Cranston Road will be signed as the IH 39/90 congestion management and incident management alternative route to IH 39/90 in this area. The Department in cooperation with the City will examine the placement of traffic signals along Gateway Boulevard at the intersections with STH 67 and Colley Road. Traffic signals will be jointly funded. This agreement will remain in effect until all parties in this MOA agree not to use these routes for these purposes.
11. Alternate route use should be considered in pavement structure design on CTH 'G', Inman Parkway Extension and CTH 'S'. Gateway Boulevard already has suitable pavement structure for the proposed alternate route use.
12. The Department will agree to participate in funding the remaining project costs following the implementation of HSIP funds, CHI funds and TEA funds. The Departments commitment following the implementation of the other funding sources is 70% of all costs related to final design, construction, real estate, and utilities (total remaining cost = \$18,164,000; 70% cap = \$12,714,800). Any additional costs to complete the above described improvements beyond the Departments above described financial commitment will be covered by the County and City (City for Inman Parkway extension project only). The Department agrees to meet with the County before AWARD if the LET estimate is 10% greater than the engineer's PS&E estimate.
13. The Department financing commitment as described above is contingent upon all parts to the above described agreement taking place in time for the Departments' needed use, now expected to be by end of Calendar year 2014.
14. Contingent upon Inman Parkway Extension becoming a County Truck Highway owned and maintained by Rock County.

IN WITNESS WHEREOF, the parties here to concur with the above-written agreements:

Wisconsin Department of Transportation

Date

County of Rock, Wisconsin

Date

City of Beloit, Wisconsin

Date