

**PARTY SUBMISSION OF  
LITTLE ROCK NATIONAL AIRPORT  
TO THE  
NATIONAL TRANSPORTATION SAFETY BOARD**

**AMERICAN AIRLINES FLIGHT 1420  
McDONNELL DOUGLAS (MD) 82, N215AA**

**JUNE 1, 1999**

**LITTLE ROCK, ARKANSAS**

**DCA-99-MA-060**

**SUBMISSION OF LITTLE ROCK NATIONAL AIRPORT**

**American Airlines Flight 1420  
Little Rock, Arkansas  
June 1, 1999**

**NTSB DOCKET FILE: DCA-99-MA-060**

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## **I. INTRODUCTION**

In accordance with § 845.27 of the National Transportation Safety Board ("NTSB") Regulations, Little Rock National Airport ("LRNA") submits proposed findings of fact and probable cause in connection with the NTSB investigation of the accident involving American Airlines Flight 1420 at Little Rock National Airport on June 1, 1999. A great number of issues have been addressed and investigated by the NTSB in connection with this accident. LRNA limits this submission to the issues designated by the NTSB in this matter which are related to the Airport. For the NTSB's convenience, LRNA provides an overview of the evidence presented as to each issue, followed by proposed findings of fact.

## **II. HISTORY OF RUNWAY 4R/22L**

On March 27, 2000, Little Rock National Airport submitted a written summary of the runway history and accompanying exhibits to the NTSB. For the NTSB's convenience, a copy of that written submission and exhibits are attached hereto as Exhibit A.

In addition, FAA witnesses Ben Castellano, the manager of the FAA's Airport Safety/Certification Branch, and Gary Skillicorn, FAA Lead Systems Engineer for Navigation, testified about the design and construction of the runway safety area, and the fact that it is in compliance with applicable FAA requirements. A detailed summary of their testimony is provided at Section IV.

### **III. RUNWAY SURFACE CHARACTERISTICS**

Thomas Yager, a Senior Research Engineer at NASA's Langley Research Center, testified on the topics of airplane braking theory, runway surface characteristics, and effects of wind, rain and tire tread wear on these issues. Tr. 792.<sup>1</sup> Mr. Yager is Program Manager on a joint international effort to look at winter runway conditions. Tr. 792. He has been involved in approximately 30 aircraft accident investigations in which loss of traction was a suspected cause. Tr. 793.

Mr. Yager testified that the runway surface characteristics of Little Rock Runway 4R were "excellent." Tr. 814. The runway is grooved and microtextured at .055 texture depth (Tr. 812), which Mr. Yager characterized as "good to excellent." The texture classification of the runway surface is type "E," which Mr. Yager explained is the best type of surface. Tr. 814. There were no low spots on the runway that would pond. Tr. 869. Mr. Yager stated that the measured friction of the runway meets the current FAA advisory circular requirements. Tr. 827.

Mr. Yager testified that the runway is "excellent" for preventing hydroplaning and other braking problems. Tr. 825. The evidence on the runway and the aircraft's tires indicated that the aircraft did not hydroplane. Tr. 841. On the night of the accident, the right side of the runway did not have enough water on the surface to sustain dynamic hydroplaning. Tr. 836. On the west side of the runway centerline, an "appreciable water depth" may have started to develop because wind blowing from the west was holding rain on the runway, and not allowing it to drain as

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<sup>1</sup> "Tr." refers to the transcript of the NTSB Public Hearing in this matter, followed by the page number.

quickly. Tr. 836. According to Mr. Yager, however, there was still not enough water depth as would be necessary for dynamic hydroplaning. Tr. 836-837. Mr. Yager testified that the aircraft left light colored tire marks on the runway, which he characterized as "scrub marks," due to the pressure between the tire footprint and the pavement. Tr. 831-32, 836. These light marks were not the kind of distinct white marks or "steam cleaning" marks that would have been seen if the aircraft had hydroplaned. Tr. 841, 886. In addition, the aircraft left the runway below hydroplaning speed. Tr. 837. Mr. Yager concluded, therefore, that dynamic hydroplaning was not a factor in this accident. Tr. 842.

Mr. Yager opined that not having the spoilers deployed was a key element in not realizing normal stopping distance. Tr. 844. He did not believe that, even if the aircraft had touched down 1500' sooner, the outcome would have been different. Tr. 885.

In addition to Mr. Yager, three witnesses from Boeing's Long Beach, California facility testified as a panel, including Thomas Melody, the Chief Pilot and Senior Manager for Flight Operations at Boeing Long Beach; C.J. Turner, Staff Engineer in Aerodynamics; and Neal Gilleran, Engineering Manager for the Landing Gear, Brake and Hydraulic Systems. Tr. 896-900. The panel discussed operations of the MD-80's braking and spoiler systems, landing performance, and flight operations with respect to this accident. Tr. 901.

The Boeing witnesses summarized modeling they conducted to determine this aircraft's performance on the day of the accident. Their calculations indicated that with spoilers deployed, an MD-80 at normal touchdown speeds and at this aircraft's gross weight, would bear almost 80% of its weight on the main gear; as the main gear is slowed by braking, this weight would

greatly increase the aircraft's ability to brake effectively. Tr. 913-914. Without the spoilers, and at normal approach speeds, the main gear bears only about 30% of the aircraft's weight, decreasing braking ability significantly. Tr. 914, 1004. Without the spoilers, and traveling 20 kts higher than normal (as this aircraft was, due to the wind gusts in the area), Boeing estimated that only about 7% of the aircraft's weight was on the mains - a large derogation of braking ability. Tr. 914, 1004.

The Boeing witnesses indicated that landing without spoilers on a wet runway requires 1200' - 1500' more runway than would be required using spoilers on a wet runway. Tr. 918. Boeing also concluded that without spoilers, this aircraft would have overrun Runway 4R even if it landed right at the approach end of the runway (Flight 1420 actually touched down about 2000' down the 7200' runway). Tr. 918-919. The Boeing witnesses also testified that Little Rock's Runway 4R has "good surface texture" and was a "very very good runway" for landing and braking characteristics. Tr. 967.<sup>2</sup>

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<sup>2</sup> In addition, Boeing noted that reverse thrust has little effect on braking ability on a wet runway, and Boeing's operators manual for this aircraft notes that. In addition, Boeing's manual indicates that an aircraft's engines in reverse thrust mode should not be powered above 1.3 Engine Pressure Ratio (EPR - basically the engine RPMs) on a wet runway except in an emergency, because higher EPR disrupts air flow over the vertical stabilizer and rudder, decreasing rudder steering capability. Te. 925. American 1420's EPR did go above 1.3 EPR for a short time during the rollout. Tr. 974.

#### **IV. RUNWAY 4R SAFETY AREA**

##### **A. Compliance With FAA Requirements**

NTSB Exhibit No. 16E is a Memorandum by Robert E. David, Manager of the FAA's Airport Safety and Operation Division, which addresses the question asked by the NTSB as to why the runway safety area for Runway 4R/22L was not constructed in accordance with current FAA design standards pursuant to Part 139.

The memo cites to 14 CFR Part 139.309(a), which provides standards for runway safety areas. The memo concludes that, because the construction of Runway 4R/22L began before January 1, 1988, the runway safety area is governed by 139.309(a)(1), which provides that:

To the extent practicable, each certificate holder shall provide and maintain for each runway . . . If the runway or taxiway had a safety area on December 31, 1987, and if no reconstruction or significant expansion of the runway or taxiway was begun on or after January 1, 1988, a safety area of at least the dimension that existed on December 31, 1987.

The memo states that the FAA's records indicate that five construction grants for the runway were issued prior to January 1, 1988, with the first one issued in 1982.

The FAA also examined its records to try to determine why a full runway safety area was not constructed on both ends of Runway 4R/22L, noting that federal funds were involved in the runway construction. The memo states that the site placed constraints on the design and construction of the runway and its safety areas, including the flood plain of the Arkansas River on the northeast end.

The memo also states that "it is valuable that the record reflects the efforts that have been undertaken to improve the runway safety areas at this airport during the past ten years" and that "the FAA and the airport operator have made concerted efforts to improve the runway safety areas at this

airport.”

In addition, two FAA witnesses testified at the NTSB Public Hearing with respect to the runway safety area. They were Ben Castellano, Manager of the FAA’s Airport Safety and Certification Branch in the Office of Airport Safety and Standards and Gary Skillicorn, FAA Lead Systems Engineer for Navigation and Landing. Tr. 1040, 1042. They testified that the safety area for Runway 4R meets the FAA standards to the extent possible. Runway 4R/22L was designed and construction began prior to 1988. Tr. 1110. It was built as a noise-abatement runway and there was only a given amount of land available that could be used. Tr. 1110. They explained that the site was constrained on the northeast by the Arkansas River and on the southwest by rising terrain and the presence of a community. Tr. 1111. In addition, if the runway was located further southwest, there would not be space for the ILS. Tr. 1111.

The runway was designed primarily as a departure runway for 4R and an arrival runway for 22L. Tr. 1111. Mr. Castellano referenced a 1990 study showing that overshoots occur twice as often as undershoots. Tr. 1111. In light of that, he said that it was smarter to have the longer safety area on 22L, the landing runway. Tr. 1111.

The witnesses were referenced to an FAA study that showed that 58% of runway safety areas meet current standards; that 25% do not meet standards, but could be upgraded; and that 17% cannot feasibly be improved to meet current standards. Tr. 1118. Mr. Castellano explained that the 22L approach is one of the 17% that cannot feasibly be improved, meaning there is an impediment that cannot be overcome. Tr. 1119.

Mr. Castellano commented that the airport authority has done a very good job with



respect to the runway safety area issues, extending the RSA for the 4L approach by relocating a road and a railroad, at no small cost; and considering an engineered materials arresting system for the approach end of 22L (prior to the accident). Tr. 1127.

#### **B. Engineered Materials Arresting System**

Robert Cook, from Engineered Arresting Systems Corporation (“ESCO”), designs and installs Engineered Materials Arresting Systems (EMAS) for airports. Tr. 1139-1140. He testified that his company modeled this accident, and concluded that an EMAS system would not have stopped the aircraft. Tr. 1156. An EMAS would have only reduced Flight 1420's overrun speed approximately 15 knots, because the aircraft was largely off to the side of the runway when it left the end of the runway, and therefore would have missed most of the EMAS pad.

ESCO’s report, NTSB Exhibit No. 16F, concludes that the benefit of an EMAS in this accident event would have been limited because the aircraft traveled partly outside of the extended runway edges, and thus would not have been able to use the full length of the EMAS. The the aircraft would not have stopped within the safety area even if an EMAS had been present. The modeling indicated that, if the EMAS was installed, the aircraft would have been going about 15 knots slower (70 knots) when it went off the embankment. The NTSB estimated the accident aircraft’s actual speed to be 85 knots at that point. ESCO’s report also concluded that the presence of an EMAS in the accident could have led to two landing gear failures.

## **V. RUNWAY22L NON-FRANGIBLE ALS SUPPORT STRUCTURE**

Mr. Castellano and Mr. Skillicorn also testified about the non-frangible Runway 22L ALS stanchions. Mr. Castellano, whose office is responsible for all national policy and guidance on all aspects of the Part 139 Airport Certification Program (Tr. 1040), testified that the lighting stanchions off the departure end of Runway 4R that were struck by American 1420 were not in the Runway Safety Area and thus they were not required to be frangible. Tr. 1044-1045.

The witnesses also explained that the stanchions are in a flood plain, which is considered to be a water-type installation, noting that in such a situation, you cannot make structures frangible in the same way as you can on a land-based installation. Tr. 1055. Such a water-type installation constitutes an exception to the frangibility standards. Tr. 1056. The Army Corps of Engineers had established the 100-year flood level. Tr. 1057. At that level, the water would lap at the bottom of the catwalk. Tr. 1057. In floods that had occurred in 1988 and 1991, the water had come up to the rip rap. Tr. 1063. One concern as to having frangible structures in a flood plain area is the hazard to navigation that could be created by floating debris. Tr. 1064.

The witnesses noted the lighting stanchions were designed and installed by the Airport with an AIP grant and then transferred to the FAA. Tr. 1057. The light stanchions that were damaged in the accident were replaced by the FAA with essentially identical ones, installed with maximum frangibility considerations, given the circumstances and the environment. Tr. 1093.

Mr. Castellano and Mr. Skillicorn were asked whether the stanchions could be constructed out of some material other than steel. Tr. 1058. They testified that this has been an issue since 1984, when the FAA and NTSB exchanged correspondence regarding that exact

question. Tr. 1058. The NTSB had recommended that the FAA determine whether water-based structures could be developed that would be frangible. Tr. 1058. The FAA worked with the National Institute of Standards and Technology for some time before concluding it was not feasible to have water-mounted frangible structures. Tr. 1058. In 1996, the NTSB accepted the findings of the FAA and the National Institute of Standards as a reasonable response. Tr. 1059.

Mr. Castellano and Mr. Skillicorn also noted that there are about 120 airports in the country that have non-frangible structures that need to be replaced. Tr. 1051. However, because Little Rock National Airport currently meets frangible standards to the extent that it can be made frangible, there is no work planned there by the FAA with respect to frangibility issues. Tr. 1055.

## **VI. EMERGENCY RESPONSE**

### **A. Airport Layout**

Federal Aviation Regulation 14 CFR 139.205, "Contents of Airport Certification Manual," provides that an airport certification manual must include "[a] grid map or other means of identifying locations and terrain features on and around the airport which are significant to emergency operations." The LRNA Airport Certification Manual ("ACM"), which was approved by the FAA on May 10, 1999, provides such "other means." The ACM includes a color-coded "Airport Layout Plan," which identifies runways, taxiways, and ramp and perimeter roads by letter and number designations. A copy of the Airport Layout Plan has been provided to the NTSB as an attachment, Exhibit 17, to the letter of March 27, 2000, a copy of which is attached hereto. The ACM further requires that each person assigned to rescue and firefighting duties will

be trained in airport familiarization, and requires that they receive annual recurrent training.

Copies of the ACM were provided to the Airport ARFF station and the FAA Air Traffic Control Tower.

The ACM also contains an Emergency Plan, which establishes procedures and responsibilities for emergency services on or in the vicinity of LRNA. The Emergency Access Plan, referenced in and attached to the Emergency Plan, identifies, by perimeter gate number and letter designations, emergency vehicle access routes, off-airport firefighting equipment locations, and on- and off-airport standby locations. A copy of the Emergency Access Plan was provided to the NTSB as Exhibit 18 to the letter of March 27, 2000, a copy of which is attached hereto.

Copies of the Airport Emergency Plan have been provided to the Little Rock Fire Department, the Airport ARFF station, the FAA Air Traffic Control Tower, and other organizations on the Emergency Plan distribution list as provided in the ACM. A copy of the Emergency Plan Distribution List is attached to the March 27, 2000 letter as Exhibit 19.

#### **B. Airport Personnel Responsibilities**

The Airport's Emergency Plan, which was approved as part of the Airport Certification Manual by the FAA on May 10, 1999, delineates the responsibilities of various entities in different types of emergency situations. The Emergency Plan was signed by the Airport, the Flight Service Station, the Airport Traffic Control Tower, the City of Little Rock, the Little Rock Fire Department and the Little Rock Police Department. Copies of the Emergency Plan were distributed to all entities on the Emergency Plan Distribution List, as noted above.

In all emergency situations, as set forth in the Emergency Plan, the Airport Manager<sup>3</sup> is responsible for making notifications to other agencies, as necessary,<sup>4</sup> and for providing overall security of the Airport from access by unauthorized personnel and vehicles. Provision for security is made through the Office of Emergency Services ("OES"). In addition, the Medical Support Plan which is included in the Emergency Plan, and which applies to all emergency situations, provides that the airport will operate two buses to transport uninjured persons to the terminal concourse building.<sup>5</sup>

The Flight 1420 accident was an Alert III emergency, as defined by the Emergency Plan: "This alert denotes an aircraft accident has occurred on or in the vicinity of the airport." During an Alert 3, it is the responsibility of the Airport Manager to do the following:

- In consonance with and via the senior fire, police or medical official on the scene, request additional appropriate response as required.

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<sup>3</sup> "Airport Manager," as used in the Emergency Plan, includes airport personnel who work for the Airport Manager.

<sup>4</sup> Initial notification of an emergency situation is the responsibility of the Control Tower, using the Emergency Alert System. The Emergency Alert System is a dedicated telephone line between the Airport Control Tower, the Airport Rescue and Firefighting Station and the Airport Manager's Office. Accordingly, during normal working hours, the Airport Manager learns of an emergency at the same time that ARFF receives notification. ARFF, which is a part of the Little Rock Fire Department, is responsible for notifying OES of an emergency. After normal working hours, the Airport Manager is notified by OES, if applicable.

<sup>5</sup> The Airport and Emergency Response Group Chairman's Factual Report, NTSB Exhibit No. 16A, notes at page 9 that "Identification and assessment of some survivors was a problem because non-triaged persons were transported on a bus before the MEMS crews could assess them." The Emergency Plan provides that medical personnel are subordinate to the ARFF Commander relative to rescue operations and that medical personnel will establish triage and priority of patient evacuation. The only responsibility of the Airport with respect to site evacuation is to provide the buses for transportation away from the scene; not to determine who should or should not board the buses.

- Designate the control point where the investigative authorities report and where relatives and news media can obtain crash information.
- Directly, or through a designated representative, supervise and control all activities at the airport crash site until relieved of certain authority vested in others by appropriate federal, state, or local laws.
- When the emergency is under control, authorize or direct the removal of wreckage when released by appropriate authorities and reopen the runway at the earliest practical time.
- Notify the Control Tower when the runway is reopened for use.

In addition, the Airport Manager may authorize entry of press representatives to the scene after the scene has been declared fire safe by the Fire Department representative and the Airport Manager may permit photographs of civil aircraft to be taken pursuant to certain restrictions.

The Airport Manager and airport personnel performed all responsibilities that are delegated to them in the Emergency Plan as set forth above.<sup>6</sup>

### **C. Post-Accident Review**

After the flight 1420 accident, Airport representatives met with representatives from other involved entities on at least six occasions to review the accident response. These entities included the FAA, Office of Emergency Services, American Airlines, MEMS, and the Little Rock Police Department and the Little Rock Fire Department, the Red Cross and various

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<sup>6</sup> The Airport and Emergency Response Group Chairman's Factual Report, Exhibit 16A, at page 9 states that airport personnel tried to unlock Gate 33 because the MEMS supervisor was concerned with bottle necking of ambulances along the perimeter road, and that the airport personnel were unable to open the gate because they did not have bolt cutters. Although Gate 33 is not one of the designated emergency access gates on the Emergency Access Plan, attached hereto as Exhibit A18, airport personnel and ARFF personnel have keys to open all FAR Part 107 access gates. Here, the report that *airport personnel* were unable to open the gate appears to be erroneous.

hospitals.

Topics reviewed at these meetings included Emergency Plan review, communications relating to airfield and aeronautical terminology, timing of alert status determination, access to incident, clarification of Incident Command Center triage and treatment area, grid map parameters, enhancement of water rescue capabilities, improvement of passenger manifest reconciliation, access to Airport channel on 800 system, temporary telephone banks, additional locations for Emergency Alert speakers, additional medical response needs, review of supplies stored at ARFF station, and additional items.

## **VII. PROPOSED FINDINGS OF FACT**

### **A. Runway Surface Characteristics**

- The measured friction of Runway 4R meets FAA requirements.
- American Airlines 1420 did not hydroplane.

### **B. Runway 4R Safety Area**

- The FAA approved and funded the design and construction of Runway 4R/22L.
- Little Rock National Airport obtained all required and applicable permits for Runway 4R/22L.
- The runway safety area complies with the requirements of Part 139.309.

### **C. Runway 22L Non-Fragible ALS Support Structure**

- The lighting stanchions off the departure end of Runway 4R that were struck by American Airlines Flight 1420 were not in the runway safety area and were not required to be frangible.
- The lighting stanchions are located in a flood plain and are frangible to the extent feasible under those conditions.
- The original lighting stanchions and the post-accident lighting stanchions are virtually identical. Both installations were FAA approved and funded.

### **D. Emergency Response**

- The Little Rock National Airport is in compliance with the requirement of 14 CFR 139.205 because it has provided an "other means" of identifying locations and terrain features on and around the airport which are significant to emergency operations.



- Airport personnel responded to the Flight 1420 accident pursuant to the requirements of the FAA-approved Airport Emergency Plan


**VIII. PROBABLE CAUSE**

Little Rock National Airport respectfully submits that the probable cause of this accident was the decision of the cockpit crew to land the aircraft under the reported weather conditions and failure to deploy the automatic ground spoiler system.

Respectfully submitted,

**LITTLE ROCK NATIONAL AIRPORT**

By: 

Deborah H. Schwartz, A.A.E.  
Airport Manager  
Little Rock National Airport  
One Airport Drive  
Little Rock, Arkansas 72202-4402  


Date: June 22, 2001



LITTLE ROCK  
NATIONAL AIRPORT

COPY

Deborah H. Schwartz, A.A.E.  
Airport Manager

J. William Flowers, P.E.  
Deputy Airport Manager

March 27, 2000

Jim Hall, Chairman  
National Transportation Safety Board  
490 L'Enfant Plaza, S.W.  
Washington, D.C. 20594

**Re: American Airlines Flight 1420**  
**January 26-28, 2000**

Dear Chairman Hall:

At the referenced Public Hearing, Little Rock National Airport offered to submit to the Board copies of documents related to the construction of Runway 4R/22L, as well as evidence of the Airport's compliance with 14 CFR 139.205. Information regarding those issues follows.

**Runway 4R/22L**

As noted by Robert E. David, Manager of the FAA Airport Safety and Operations Division, in his November 23, 1999 Memorandum, Public Hearing Exhibit 16E, the site placed constraints on the design and construction of Runway 4R/22L and the runway safety area. These constraints include the flood plain of the Arkansas River, the flood plain of Fourche Creek, Roosevelt Road and the rising terrain in the southwest. The design of the runway had to accommodate all of these constraints.

On September 24, 1982, the first FAA Grant Agreement for the runway project was issued, No. 3-05-0035-01, providing for land acquisition for runway 4R/22L. See Exhibit 1, attached hereto. The runway was built for noise mitigation and construction was staged due to funding constraints, with grants issued by the FAA for different phases of the construction. Funding for the first phase was provided under FAA Grant Agreement No. 3-05-0035-02, which was also issued on September 24, 1982. See Exhibit 2, attached hereto. The grant provided for Phase I of site preparation for the runway, including relocation and encasing of utility pipelines, and grading and drainage for the relocation of Roosevelt Road and Fourche Dam Pike.

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FAA Grant Agreement No. 3-05-0035-04 was issued on September 12, 1983 and provided funding for additional land acquisition. See Exhibit 3, attached hereto. A synopsis of the design criteria for the siting of Runway 4R/22L was submitted to the FAA in February 1983 by the engineering firm of Garver & Garver, Inc., now Garver Engineers. See Exhibit 4, attached hereto. The design criteria stated that Runway 4R/22L would be 7200' in length, that the runway safety area would be 500' in width, and that both ends of the runway safety area would be extended "to the maximum length that is physically feasible." The FAA responded by letter in March 1983 that the design criteria had been received and reviewed. The only comment was to recommend that Design Group III be used rather than Design Group II (the Design Group specifies the type of aircraft that will use the runway). See Exhibit 5, attached hereto.

Because the construction of the runway safety area necessarily required an incursion into the flood plain of the Arkansas River, the Corps of Engineers was heavily involved in discussions concerning the planning of the runway and how much allowable use of the flood plain could be allocated to the project. After reviewing the runway plan documents, which were submitted as part of the permit application, the Corps issued Permit No. W-ND-050-03-557 in December 1983. See Exhibit 6, attached hereto. This permit authorized placement of fill material and stone riprap on the right bank of the Arkansas River in connection with the construction of Runway 4R/22L. The permit specifies that the runway facility must be designed in such a manner to limit the increase in the Arkansas River Standard Project Flood height to .5 foot or less immediately upstream from the runway embankment. A revision to the permit was issued on October 23, 1987, which allowed dredging in the Arkansas River as a source of fill material. See Exhibit 7, attached hereto.

FAA Grant Agreement No. 3-05-00035-5 was issued in 1984. See Exhibit 8, attached hereto. This grant provided funding for Phase II of the site preparation, including grading the extended runway safety area and drainage for the runway from Roosevelt Road to Exit 4.

FAA Grant Agreement No. 3-05-0035-09, issued on September 23, 1985, included funding for site preparation for runway 4R/22L including grading and drainage from Station 22+00 to the Arkansas River levee and approximately one half of the access taxiways to the terminal area. See Exhibit 9, attached hereto. A flood permit variance for the runway construction was issued to the Airport by the Pulaski County Planning Board in October 1985. See Exhibit 10, attached hereto.

In 1986, FAA Grant Agreement No. 3-05-0035-12 was issued. See Exhibit 11, attached hereto. The scope of work funded by this grant included grading and drainage of Runway 4R/22L from the Arkansas River levee to Station 61+50; relocation of Airport Drive; completion of site preparation for access taxiways to the terminal area (including two bridges); and Phase I of paving the parallel and connecting taxiways.

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FAA Grant Agreement No. 3-05-0035-15 was issued in June 1988. See Exhibit 12, attached hereto. This grant funded grading and drainage from Station 65+50 to Station 72+00 and associated parallel and connecting taxiways; paving of terminal access taxiways; and installation of edge drains on runway 4R/22L and associated taxiways.

The FAA Grant Agreement for the completion of the Runway, No. 3-05-0035-18, was issued in August 1989. See Exhibit 13, attached hereto. It included completion of the runway final paving, pavement marking, installation of taxiway lighting and guidance signs, construction of the perimeter road, and installation of the security fence.

The approach light system on Runway 22L was funded under FAA Grant Agreement No. 3-05-0035-25, which was issued on December 28, 1992. See Exhibit 14, attached hereto. Permit No. 00557-5 was issued by the Corps of Engineers in June 1993, authorizing placement of fill material and structures below the ordinary high-water mark of the Arkansas River and Fourche Creek to construct the landing light systems in front of Runways 4R and 22L. See Exhibit 15, attached hereto. After the Flight 1420 accident, the Corps gave permission for repair to the lighting stanchions that had been damaged in the accident, pursuant to Nationwide Permit No. 00557-11. See Exhibit 16, attached hereto.

As Mr. David concluded in his Memorandum, Public Hearing Exhibit 16E, this history demonstrates that Runway 4R/22L was subject to the provision of 14 CFR Part 139.309(a)(1) because the runway construction began long before January 1, 1988. The runway design and construction were approved and funded by the FAA, the Airport obtained all required and applicable permits, and the runway safety area is in compliance with regulatory requirements.

#### **Little Rock National Airport Certification Manual**

At its Public Hearing, the Safety Board questioned whether Little Rock National Airport ("LRNA") was required to have a "grid map" to assist emergency vehicles responding to emergencies on the airport. As Ben Castellano, manager of the FAA's Airport Safety/Certification Branch, testified, the applicable regulation allows for alternate means of identifying locations and terrain features around an airport. LRNA's Airport Certification Manual ("ACM") provides for such alternate means, and is in compliance with the applicable Federal Aviation Regulation.

14 CFR 139.205, "Contents of Airport Certification Manual," provides that an airport certification manual must include "[a] grid map or other means of identifying locations and terrain features on and around the airport which are significant to emergency operations." LRNA's "ACM" incorporates a color-coded "Airport Layout Plan" which identifies, by letter and number designations, runways, taxiways, ramps, and perimeter roads. See Exhibit 17, attached hereto.

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This ACM was reviewed and approved by the FAA on May 10, 1999, and copies were provided to the Airport ARFF station and the FAA Air Traffic Control Tower.

The ACM also contains an Emergency Plan, which establishes procedures and responsibilities for emergency services on or in the vicinity of LRNA. The Emergency Access Plan, referenced in and attached to the Emergency Plan, identifies, by perimeter gate number and letter designations, emergency vehicle access routes, off-airport firefighting equipment locations, and on- and off-airport standby locations. See Exhibit 18, attached hereto. Copies of the Airport Emergency Plan have been provided to the Little Rock Fire Department, the Airport ARFF station, the FAA Air Traffic Control Tower, and other organizations on the Emergency Plan distribution list as provided in the ACM. See Exhibit 19, attached hereto.

The LRNA ACM and Emergency Plan clearly provide other means of identifying locations and terrain features on and around the airport which are significant to emergency operations. The documents provide reference to both on- and off-airport emergency vehicles regarding locations on and around Little Rock National Airport, and are therefore in compliance with the referenced Federal Aviation Regulation.

We thank the Board for this opportunity to respond to its inquiries on this matter and look forward to making our posthearing submission. If the Board has further questions in the interim, please do not hesitate to contact us.

Sincerely,


Deborah H. Schwartz, A.A.E.  
Airport Manager  
Little Rock National Airport

DHS/yw

Attachments

cc: Ben Berman

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1. FAA Grant Agreement No. 3-05-0035-01, dated September 24, 1982
2. FAA Grant Agreement No. 3-05-0035-02, dated September 24, 1982
3. FAA Grant Agreement No. 3-05-0035-04, dated September 23, 1983
4. Garver & Garver synopsis of design criteria for Runway 4R/22L, dated February 24, 1983
5. FAA response to Garver & Garver letter, dated March 1983
6. Corps of Engineers Permit No. W-ND-050-03-557, issued in December 1983
7. Revision to Corps of Engineers Permit No. W-ND-050-03-557, issued on October 23, 1987
8. FAA Grant Agreement No. 3-05-0035-5, issued in 1984
9. FAA Grant Agreement No. 3-05-0035-09, issued on September 23, 1985
10. Flood permit variance issued by Pulaski County Planning Board in October 1985.
11. FAA Grant Agreement No. 3-05-0035-12, issued in 1986
12. FAA Grant Agreement No. 3-05-0035-15, issued in June 1988
13. FAA Grant Agreement No. 3-05-0035-18, issued in August 1989
14. FAA Grant Agreement No. 3-05-0035-25, issued on December 28, 1992
15. Corps of Engineers Permit No. 00557-5 issued in June 1993
16. Correspondence re: Repair to Lighting Stanchions
17. Airport Layout Plan
18. Emergency Access Plan
19. Emergency Plan Distribution List

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1 - Offer

Date of Offer SEP 14 1962  
Adams Field Airport/Planning Area  
Project No. 3-05-0035-01  
Contract No. DOT FA 62 304611

TO: City of Little Rock, Arkansas, acting by and through the Little Rock  
Municipal Airport Commission  
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation  
Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated  
August 14, 1962, for a grant of Federal funds for a project at the  
Adams Field Airport/Planning Area  
together with plans and specifications for such development project, or  
the planning work definition for such Planning Project, which Project  
Application, as approved by the FAA, is hereby incorporated herein and  
made a part hereof; and

WHEREAS, the FAA has approved a project for the Adams Field Planning Area  
(herein called the "Project") consisting of the following:

Acquire land for water treatment plants 42/23, (see also Exhibit A) and  
property interests satisfactory to the Administrator in and to tracts 25,  
26, 28, 29, 31, and 39, as shown on property map Exhibit "A".

all as more particularly described in the Project Application.



NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent.

This Offer is made on and subject to the following terms and conditions:

Standard Conditions

1. The maximum obligation of the United States payable under this offer shall be \$935,783 which is comprised of:

\$	for planning
\$	for development other than land
\$935,783	for land acquisition
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the 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 determination of the United States share will be based upon the final audit 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.
4. The sponsor shall comply with the Airport and Airway Improvement Act of 1982 and shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe and agrees to fully comply with the Part V Assurances which are attached to and become a part of this offer.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1981 or such subsequent date as may be prescribed in writing by the FAA.

Special Conditions

7. The property map Exhibit "A" attached herewith identifies the airport property to which this grant offer applies and is hereby incorporated herein.

The following Special Assurances are added to Part V Assurances attached to this offer:

12. Cost Free Land. The Federal Government does not now plan or contemplate the construction of any structures pursuant to paragraph 15 of Part V Assurances attached to this offer, and the sponsor is understood and agreed that the sponsor is under no obligation to furnish any space or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the sponsor under prior grant agreements to furnish rent-free space for the activities specified in such agreements.
13. Revenue from Real Property. It is agreed that all net revenue produced from real property purchased by the sponsor with Federal funds in this grant shall be used on the airport for airport planning, development, or operating expenses, except that all income from real property purchased for motor competitiveness purposes or for other non-airport use as indicated on Exhibit "A" shall be used for other projects which would be eligible for funding under the Airport and Airway Improvement Act of 1966. The sponsor shall identify such property and report the same to the sponsor's Airport Fiscal and Accounting Officer, who shall identify actual sources and uses of these funds.
14. The sponsor agrees to comply with the Part V Assurances attached to this offer which replace the Part V Assurances that accompanied the Application for Federal Assistance.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Improvement Act of 1982, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Bob A. Smith, Manager, Oklahoma City Airports  
District Office, FAA, Southwest Region

Part II - Acceptance

The Sponsor does hereby ratify and accept all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 27th

Day of September, 1982  
The City of Little Rock, Arkansas, acting by and  
through the Little Rock Municipal Airport Commission  
(Name of Sponsor)

By: [Signature]

Title.... Airport Manager.....

(SEAL)

Attest: [Signature]

Title: ....Secretary.....

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Phillip Carroll, acting as Attorney for the Sponsor do hereby certify

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

Dated at Little Rock, Arkansas this 27th day of September, 1982

[Signature]

Title .....Attorney.....

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1 - Offer

Date of Offer	SEP 24 1982
Adams Field	Airport/Planning Area
Project No.	3-05-0035-02
Contract No.	DOT FA 82 SW-8610

TO: City of Little Rock, Arkansas, acting by and through the Little Rock  
Municipal Airport Commission  
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation  
Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated  
August 17, 1982 , for a grant of Federal funds for a project at the  
Adams Field Airport/Planning Area  
together with plans and specifications for such development project, or  
the planning work definition for such Planning Project, which Project  
Application, as approved by the FAA, is hereby incorporated herein and  
made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area  
(herein called the "Project") consisting of the following:

Phase I of site preparation for Runway 4R/22L: Relocate and encase  
utility pipelines; grading and drainage for the relocation of Roosevelt  
Road (approximately 3200 LF) and Fourche Dam Pike (approximately 2600 LF).

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent.

This Offer is made on and subject to the following terms and conditions:

Standard Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,071,292 which is comprised of:

\$	for planning
\$1,071,292	for development other than land
\$	for land acquisition
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the 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 determination of the United States share will be based upon the final audit 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.
4. The sponsor shall comply with the Airport and Airway Improvement Act of 1982 and shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe and agrees to fully comply with the Part V Assurances which are attached to and become a part of this offer.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1982 or such subsequent date as may be prescribed in writing by the FAA.

Special Conditions

7. The sponsor hereby covenants and agrees that it will not advertise for bids, award any contract, or commence construction for the items of airport development relating to the site preparation for Runway 4R/22L, including relocating and encasement of utility lines, grading and drainage for relocation of Roosevelt Road and Fourche Dam Pike, to be accomplished under this project, until it has submitted final plans and specifications satisfactory to the Administrator and such plans and specifications have been approved. It is further understood that the United States will not make nor be obligated to make any payment for such items of airport development under this Grant Agreement until the sponsor has submitted such plans and specifications and they have been approved as herein provided. The sponsor further covenants and agrees that it will submit said final plans and specifications to the Administrator on or before 90 days from the date of this Grant Agreement.
8. The property map Exhibit "A" incorporated into Grant Agreement for Project 3-05-0035-01 identifies the airport property to which this Grant Offer applies and is hereby incorporated herein.

The following Special Assurances are added to Part V Assurances attached to this offer:

32. Cost Free Land. The Federal Government does not now plan or contemplate the construction of any structures pursuant to paragraph 15 of Part V Assurances attached to this offer, and therefore it is understood and agreed that the sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this grant agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the sponsor under prior grant agreements to furnish rent-free space for the activities specified in such agreements.
33. The sponsor agrees to comply with the Part V Assurances attached to this offer which replaces the Part V Assurances that accompanied the Application for Federal Assurance.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Improvement Act of 1982, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By [Signature]  
Bob A. Smith, Manager, Oklahoma City Airports  
District Office, FAA, Southwest Region

Part II - Acceptance

The Sponsor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 27th day of September, 1982.  
The City of Little Rock, Arkansas, acting by and  
through the Little Rock Municipal Airport Commission  
(Name of Sponsor)

(SEAL)

Attest: [Signature]  
Title: Secretary

By [Signature]  
Title: Airport Manager

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Phillip Carroll, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Little Rock, Arkansas this 27th day of September, 1982.  
[Signature]  
Title: Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

# GRANT AGREEMENT

FOR DEVELOPMENT PROJECT

**FILMED**

Part 1-Offer

Date of Offer: SEP 12 1983  
Airport: Adams Field Airport  
Project No. 3-05-0035-04  
Contract No. DOT FA 83 SW-8878

**TO:** The City of Little Rock, Arkansas acting by and through the Little Rock  
(herein referred to as the "Sponsor") Municipal Airport Commission

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application (also called  
an Application for Federal Assistance) dated August 15, 1983, for a grant of Federal  
funds for a project for development of the Adams Field  
Airport (herein called the "Airport"), together with plans and  
specifications for such project, which Application for Federal Assistance, as approved by  
the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called  
the "Project") consisting of the following-described airport development:

Acquire land for noise abatement Runway 4R-22L (fee simple title or  
other property interest satisfactory to the Administrator to Tracts 27,  
30, 32, 40, 41, 42, 43, 44, 45, 46 and 65 as shown on property map  
Exhibit "A").

all as more particularly described in the property map and plans and specifications incor-  
porated in the said Application for Federal Assistance.



FILED

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the Act, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80 percent of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

Standard Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 3,191,726.00 which is comprised of:
 

\$	for development other than land
\$ 3,191,276.00	for land acquisition
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the 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 determination of the United States share will be based upon the final audit 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.
4. The sponsor shall comply with the Airport and Airway Improvement Act of 1982 and shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe and agrees to fully comply with the Part V Assurances of the Application for Federal Assistance which is attached to and becomes a part of this offer.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1983 or such subsequent date as may be prescribed in writing by the FAA.
7. The property map referred to on Page 1 of this Grant Agreement is the Property Map, Exhibit A attached herewith identifies the airport property to which this grant offer applies and is hereby incorporated herein.

FILMED

Special Conditions

The following Special Assruances are added to Part V Assurances of the Application for Federal Assistance, attached to this offer.

32. Cost Free Land

The federal government does not now plan or contemplate the construction of any structures pursuant to paragraph 27 of Part V, Assurances, of the application dated August 15, 1983 and therefore it is understood and agreed that the sponsor is under no obligation to furnish any new areas or new rights without cost to the federal government under this grant agreement. However, it is agreed and understood that the rights of the United States to cost free areas obtained under unexpired grant agreements with the sponsor are extended for twenty years from the date of this grant agreement. Furthermore, the responsibility for paying the cost of relocating any facilities located in such cost free areas shall be made in accordance with Advisory Circular 150/5300-7B, FAA Policy of Facility Relocations Occasioned by Airport Improvements or Changes.

FILED

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Improvement Act of 1982, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By: [Signature]  
(Title) Bob A. Smith, Manager, Oklahoma City Airports  
District Office, FAA, Southwest Region

Part II - Acceptance

The Sponsor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 20th day of September, 19 83.

The City of Little Rock, Arkansas acting by and through the Little Rock Municipal Airport Commission  
(Name of Sponsor)

By: [Signature]  
Title: Airport Manager

(SEAL)

Attest: [Signature]  
Title: Secretary

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jane Dickey, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Little Rock, AR this 20th day of September, 1983.

[Signature]  
Title: Attorney

Garver & Garver Incorporated  
Engineers and Planners  
P.O. Box C-50  
Eleventh and Battery Streets  
Little Rock, Arkansas 72203-0050  
501-376-3633

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February 15, 1983

Bob Smith, Manager  
Oklahoma City Airports District Office  
Federal Aviation Administration  
FAA Building, Room 204  
Wiley Post Airport  
Bethany, Oklahoma 73008

Re: Adams Field, Little Rock, Arkansas  
Siting Runway 4R-22L  
(AIP Project 3-05-0035-02)

Dear Mr. Smith:

Enclosed is a synopsis of design criteria that we plan to use in our development of detailed siting of the runway-taxiway system.

We would appreciate your review and any circulation review you may deem warranted.

Sincerely,

GARVER & GARVER, INC.

Robert Fureigh, P.E.

RF/ac1  
cc: Mr. James Rodgers, Airport Manager  
(8224900)

Runway Orientation and Separation

The runway will be 150' wide, located parallel with Runway 4-22, and 4300' east of the existing runway. Pavement ends and approach thresholds will be located by resolving conflicts with the topography northeast and southwest of the runway site.

Runway 4R-22L Length

According to the "Adams Field Master Plan", at least 7200' of runway length is available between existing physical constraints. Although formal acceptance of this length was not finalized by permits issued by concerned agencies, no violation of any agency standards was pointed out. The Master Plan's preliminary runway siting analysis indicated 7200 feet is available for arrivals and departures in both directions.

The ANCLUC Study's noise abatement plan gives utilization preference to the parallel runway system as noted:

<u>Runway Direction in Use</u>	<u>Runway System Operation</u>
Runway 4 . . . . .	4L for arrivals 4R for departures
Runway 22 . . . . .	.22L for arrivals 22R for departures

Pavement length will be maximized in order to provide maximum runway departure length for both directions. This is expected to effect a displaced threshold for Runway 4R. Therefore, preliminary indications are that runway length available for departures and arrivals will be identical, except for Runway 4R arrivals. (As noted above, Runway 4L will be the preferred runway for arrivals when Runway 4 is the direction in use).

Runway Approaches and Safety Areas

Protection for precision instrument approaches (with 50:1 inner approach slopes) will be provided on both ends, in accordance with FAR Part 77 criteria. Available information indicates that such protection will be more than adequate for Microwave Landing Systems (MLS).

Safety areas for the runway and taxiways will be planned for aircraft in Design Group II, which includes B-727, B-707, DC-8, DC-10, and L-1011 (does not include B-747 or other jumbo jets). Widths of safety areas will be 500' for the runway and 165' for taxiways.

Both ends of the runway safety area will be extended to the maximum length that is physically feasible.

Terminal Navigation Aids

Informal conversations with FAA personnel indicate that new ILS installations are unlikely. Any precision approach capability for Runways 4R and 22L will probably be afforded by MLS installations. Because the MLS implementation

program is in its infant stage, solid information on siting criteria and gradient requirements is sketchy.

Navaid siting problems exist on both ends of the proposed runway. MLS implementation apparently eliminates earlier planning problems associated with ILS marker beacons. An Approach Light System can apparently be accommodated, if needed, on both ends. While the MALSRL has become the standard system for ILS installations, whether an ALS will be needed (and if so, which type) for Runway 4R-22L is yet to be determined.

While the preferential runway utilization system (mentioned previously) is based primarily on noise abatement, input from the FAA and users is needed to finalize a runway utilization system that considers air traffic demands and needs when IFR conditions exist.

### Surface Gradients

Design grades shall not exceed the criteria given in AC 150/5325-2C, as tabulated below:

<u>Design element</u>	<u>Gradient Criteria</u>
Apron	1% maximum (non-fueling areas) 0.5% maximum (fueling areas)
Runway	1.5% maximum longitudinal* 0.5% maximum last 1/4 of length 1.5% maximum grade change 1000' per 1% grade change, min. vert. curve length
Runway Safety Area	Same as runway (between runway ends); Between 0% and 3% downward beyond runway ends, or as required for grading for terminal navigation aids.
Extended Runway Safety Area	No penetration of approach surface; Max. grade change $\pm 2\%/100$ ft.; Max. negative grade 5%, or as required for grading for terminal navigation aids.
Taxiways and Taxiway Safety Areas	1.5% max. longitudinal grade 3% max. longitudinal grade change 100' per 1% grade change, minimum vertical curve length
Elevation Differential to Parallel Runway, Taxiways, and Apron.	At any point on a taxiway centerline, the difference in elevation between the taxiway and associated parallel runway, taxiway, or apron edge will not exceed 1 1/2% of the shortest distance from that point to the parallel runway, taxiway, or apron.

\*Effective Runway Gradient will be minimized.

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

Oklahoma City Airports District Office  
204 FAA Building - Wiley Post Airport  
Bethany, Oklahoma 73008  
Telephone 405-789-2905



447 21 183.


Mr. Robert Fureigh, P. E.  
Garver & Garver, Inc.  
P. O. Box C-50  
Little Rock, Arkansas 72203

Dear Mr. Fureigh:

Your letter of February 15, 1983 regarding design criteria for siting runway 4R/22L on Adams Field Airport has been received and reviewed.

Our only comment would be to recommend Design Group III for design of this new facility.

Sincerely,

  
for BOB A. SMITH  
Manager

3-23-83  
Geo. Rice called -- said to  
disregard this comment about  
Design Group III

File 24932

COPY

3 0 DEC 1983

W-ND-050-03-557

Con-Ops Division  
Permits Branch

Mr. James R. Rodgers  
Airport Manager, Little Rock  
Municipal Airport Commission  
No. 1 Airport Drive  
Little Rock, Arkansas 72202

Dear Mr. Rodgers:

Under authority of Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344), enclosed is Permit No. W-ND-050-03-557 which authorizes the placement of fill material and stone riprap on the right bank of the Arkansas River at navigation mile 114.5, in connection with the construction of Adams Field Runway 4R-22L.

The proposed facility shall be constructed and maintained as described in the permit. If any changes whatsoever are proposed to be made in the facility or its location, you are required by law to submit revised plans to the District Engineer for approval before construction of the change is begun.

To comply with General Conditions "b" and "c" of the permit, you should contact the Arkansas Department of Pollution Control and Ecology, 8001 National Drive, Little Rock, Arkansas 72209, for guidance on what pollution control measures will be required to protect the water quality and uses in the waters covered by this permit.

Your attention is specifically directed to General Conditions "g" and "h" of the permit which provide that the structure shall be maintained in good condition and in accordance with the approved plans. The Corps of Engineers reserves the right to perform periodic inspection of the facility to assure compliance with the conditions of the permit.

Your facility is located on property over which the Government has acquired a flowage easement. The enclosed Consent to Easement authorizes your construction on the easement.



*11/28*  
HENSON  
bc/5296  
12/20/83

If prehistoric artifacts such as pottery, tools of stone, animal or fossil bones, stoneware or old foundations, etc., are observed during construction, they should be left undisturbed and the Arkansas Archeological Survey, P.O. Box R, Fayetteville, Arkansas 72701, telephone 575-3556, notified immediately.

*BK/12/2*  
SWAFFORD

The enclosed "Marking of Structures on the Western Rivers" is furnished so that you may contact the United States Coast Guard for recommendations regarding display of lights and other signals for the protection of maritime navigation.

*BKS*  
COCKMOR

*JM*  
COOK

Sincerely,

*cut*  
MAJ SIDIO

Larry S. Bonine  
Lieutenant Colonel, Corps of Engineers  
District Engineer

*B*  
LTC BONINE

Enclosures

PERMITS  
FOR DATING

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Copy furnished:  
Res Engr, Pine Bluff w/cy encl 1  
Ch, Comp & Data Coll Sec, w/cy encl 1  
Mr. Brook Johnson, Garver & Garver, Inc., P.O. Box C-50,  
Little Rock, AR 72203, w/cy encl 1  
*Ch. Real Est*  
*EPA, Dallas (mailed 1-20-84) w/cy permit*

*12/3*  
*sc*

*I* *✓* *✓* *✓*

*cut*

Application No. W-ND-50-03-557

Name of Applicant Little Rock Municipal Airport Commission

Effective Date \_\_\_\_\_

Expiration Date (If applicable) \_\_\_\_\_

DEPARTMENT OF THE ARMY  
PERMIT

Referring to written request dated September 14, 1983 for a permit to:

(X) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403):

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Federal Water Pollution Control Act (86 Stat. 816, P.L. 92-500):

( ) Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1052; P.L. 92-532):

Little Rock Municipal Airport Commission  
No. 1 Airport Drive  
Little Rock, Arkansas 72202

is hereby authorized by the Secretary of the Army:

to place 1,600,000 cubic yards of fill material and 45,100 cubic yards of stone riprap in connection with the construction of the new Adams Field Runway 4R-22L

in Arkansas River

at navigation mile 114.5, right bank

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings: give file number or other definite identification marks.)

W-ND-050-03-557  
LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
FILL MATERIAL FOR RUNWAY  
ARKANSAS RIVER NAV MI 114.5, RB  
SEPTEMBER 1983 SHEETS 1 THRU 9 OF 9

subject to the following conditions:

I. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

ENG FORM 1 JUL 77 1721 EDITION OF 1 APR 74 IS OBSOLETE.

(ER 1146-2-303)

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Federal Water Pollution Control Act of 1972 (P.L. 92-500; 86 Stat. 816), the Marine Protection, Research and Sanctuaries Act of 1972 (P.L. 92-532, 86 Stat. 1052), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, of any pollutant (including dredged or fill material), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementor on plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall permit the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein.

j. That this permit may be summarily suspended, in whole or in part, upon a finding by the District Engineer that immediate suspension of the activity authorized herein would be in the general public interest. Such suspension shall be effective upon receipt by the permittee of a written notice thereof which shall indicate (1) the extent of the suspension, (2) the reasons for this action, and (3) any corrective or preventative measures to be taken by the permittee which are deemed necessary by the District Engineer to abate imminent hazards to the general public interest. The permittee shall take immediate action to comply with the provisions of this notice. Within ten days following receipt of this notice of suspension, the permittee may request a hearing in order to present information relevant to a decision as to whether his permit should be reinstated, modified or revoked. If a hearing is requested, it shall be conducted pursuant to procedures prescribed by the Chief of Engineers. After completion of the hearing, or within a reasonable time after issuance of the suspension notice to the permittee if no hearing is requested, the permit will either be reinstated, modified or revoked.

k. That this permit may be either modified, suspended or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest. Any such modification, suspension, or revocation shall become effective 30 days after receipt by the permittee of written notice of such action which shall specify the facts or conduct warranting same unless (1) within the 30-day period the permittee is able to satisfactorily demonstrate that (a) the alleged violation of the terms and the conditions of this permit did not, in fact, occur or (b) the alleged violation was accidental, and the permittee has been operating in compliance with the terms and conditions of the permit and is able to provide satisfactory assurances that future operations shall be in full compliance with the terms and conditions of this permit; or (2) within the aforesaid 30-day period, the permittee requests that a public hearing be held to present oral and written evidence concerning the proposed modification, suspension or revocation. The conduct of this hearing and the procedures for making a final decision either to modify, suspend or revoke this permit in whole or in part shall be pursuant to procedures prescribed by the Chief of Engineers.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not started on or before \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, (one year from the date of issuance of this permit unless otherwise specified) and is not completed on or before 31st day of December, 1988, (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

ii. Special Conditions: (Here list conditions relating specifically to the proposed structure or work authorized by this permit):

a. The permittee shall obtain a variance for the runway fill from the city of Little Rock under their flood insurance ordinance.

b. The permittee shall design the runway facility in such a manner to limit the increase in the Arkansas River S.P.F. (Standard Project Flood) height to 0.5 foot or less immediately upstream from the runway embankment. As a minimum, the box culvert shown on the attached drawings is required through the runway fill. At the present time, the U.S. Army Corps of Engineers Waterways Experiment Station is developing a mathematical backwater model using two-dimensional flow to evaluate the facility design in the Arkansas River floodway and flood plain. If the development and quality of this two-dimensional flow model is not acceptable to the District Engineer, then the applicant shall determine the increase in S.P.F. flood height for the facility design by either:

(1) Construction of a physical moveable bed model based on the appropriate laws of hydraulic similitude. Development of the model shall be at the expense of the applicant and shall be by either the U.S. Army Corps of Engineers Waterways Experiment Station or a hydraulic laboratory at a university approved by the District Engineer. The District Engineer or his authorized representative shall approve development and testing of the model at monthly intervals and approve the final test results.

(2) Development of a mathematical backwater model using two-dimensional flow. The qualifications of the A.E. firm developing the model, model procedures, reliability of the model, and final results shall be approved by the District Engineer. The qualifications of the A.E. firm shall include extensive experience in developing, calibrating, and using two-dimensional flow backwater models.

c. The applicant shall have a qualified archeologist test the 12 known archeological sites for significance and when the remainder of the runway property is acquired, complete an archeological survey and test any additionally located sites for significance.

The following Special Conditions be applicable when appropriate:

**STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:**

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

**MAINTENANCE DREDGING:**

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for \_\_\_\_\_ years from the date of issuance of this permit (ten years unless otherwise indicated);

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

**DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:**

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the FWPCA and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in other than trace quantities;

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution; and

d. That the discharge will not occur in a component of the National Wild and Scenic River System or in a component of a State wild and scenic river system.

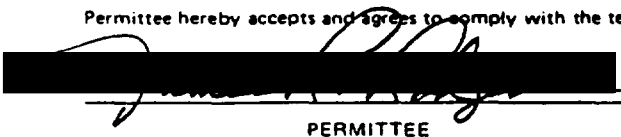
**DUMPING OF DREDGED MATERIAL INTO OCEAN WATERS:**

a. That the dumping will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or dumping of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

  
\_\_\_\_\_  
PERMITTEE

AIRPORT MANAGER

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

  
\_\_\_\_\_

LARRY S. BONINE  
Lieutenant Colonel, Corps of Engineers  
Little Rock District  
DISTRICT ENGINEER,  
U.S. ARMY, CORPS OF ENGINEERS

DECEMBER 15, 1983  
\_\_\_\_\_  
DATE

30 Dec 83  
\_\_\_\_\_  
DATE

Transferee hereby agrees to comply with the terms and conditions of this permit.

\_\_\_\_\_  
TRANSFEREE

\_\_\_\_\_  
DATE

Continuation of "Special Conditions", Little Rock Municipal Airport Commission,  
No. W-ND-050-03-557

d. The source of the fill material shall be tested to insure that it will meet the guidelines in Section 404(b)(1) of the Clean Water Act. The applicant shall also develop a plan for preserving the environment including water quality in the borrow area. This plan and the testing of the borrow area or other source of the fill material shall be approved by the District Engineer.

e. The permittee shall maintain a clean and attractive appearance of the general area in which the facility is located.

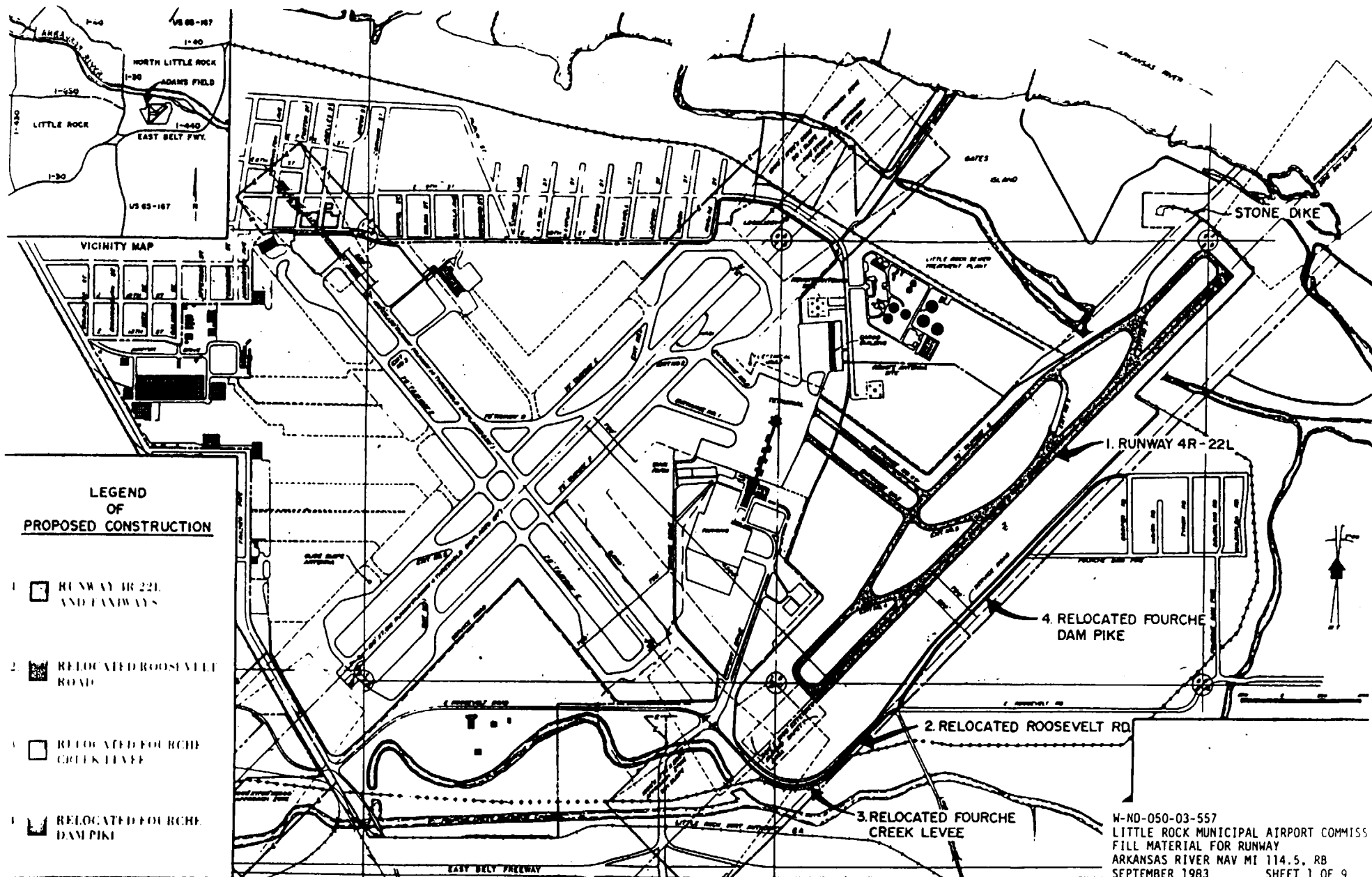
f. The permittee shall take precautions in the handling or storage of fuels or other hazardous materials to prevent discharges or spillages that would result in degradation of the water quality.

g. The deposition of excavated materials on shore as well as all earthwork operations should be carried out in such a manner that sediment and soil erosion to the river are controlled.

h. All construction debris should be disposed of on land in such a manner as to prevent it from entering the waterway.

i. All areas along the bank which are not riprapped, but are disturbed or newly created by the construction, should be seeded, replanted, or given some other type of equivalent protection against subsequent erosion.

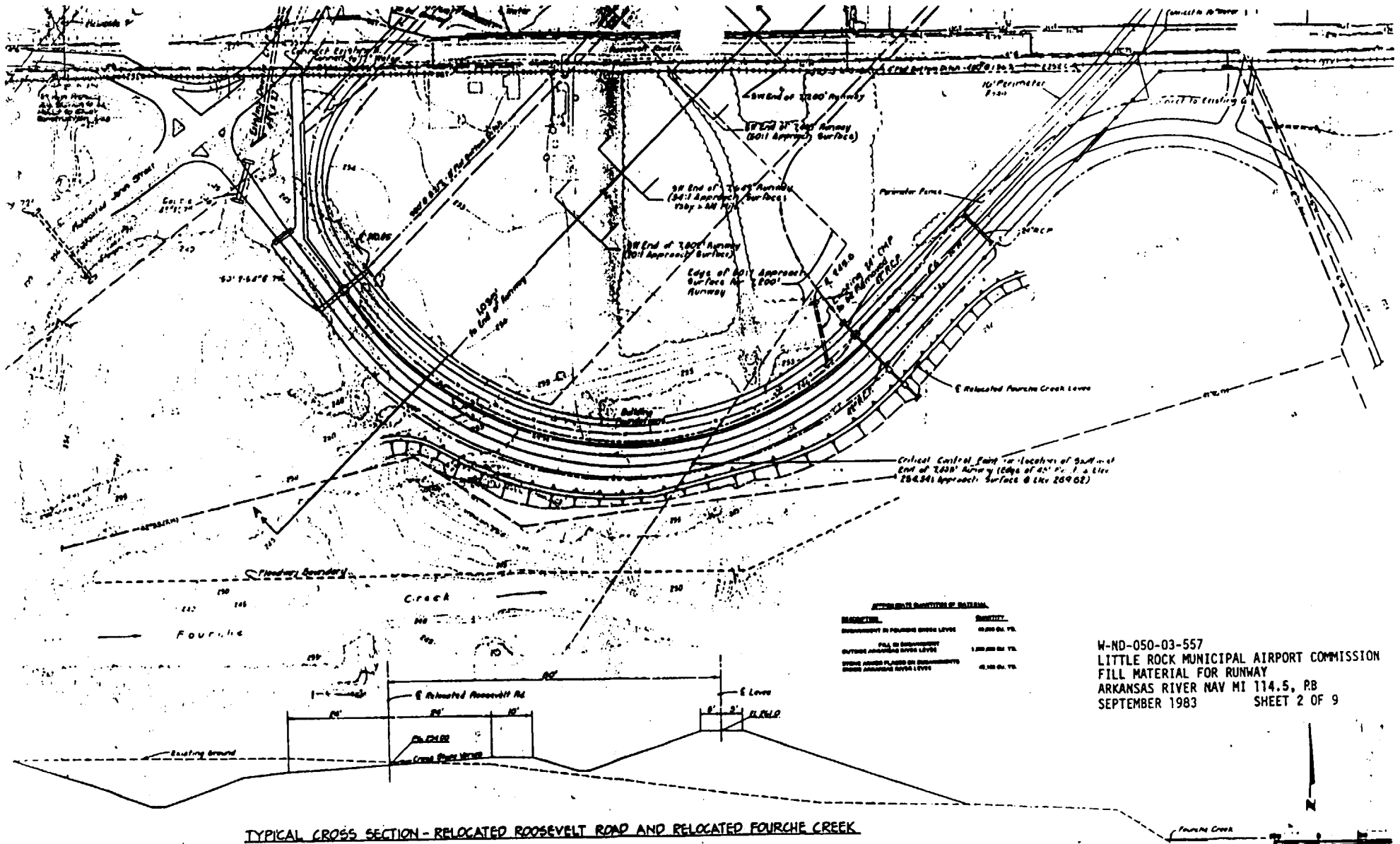
j. During construction, if the project exposes prehistoric or early historic materials, the permittee shall immediately notify the Arkansas Archeological Survey. The Survey will exert every effort to make a prompt assessment of significance and, if necessary, recommend appropriate mitigation measures to be taken.



**LEGEND  
OF  
PROPOSED CONSTRUCTION**

- 1. RUNWAY 4R-22L AND TAXIWAYS
- 2. RELOCATED ROOSEVELT ROAD
- 3. RELOCATED FOURCHE CREEK LEVEE
- 4. RELOCATED FOURCHE DAM PIKE

W-ND-050-03-557  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISS  
 FILL MATERIAL FOR RUNWAY  
 ARKANSAS RIVER NAV MI 114.5, RB  
 SEPTEMBER 1983 SHEET 1 OF 9

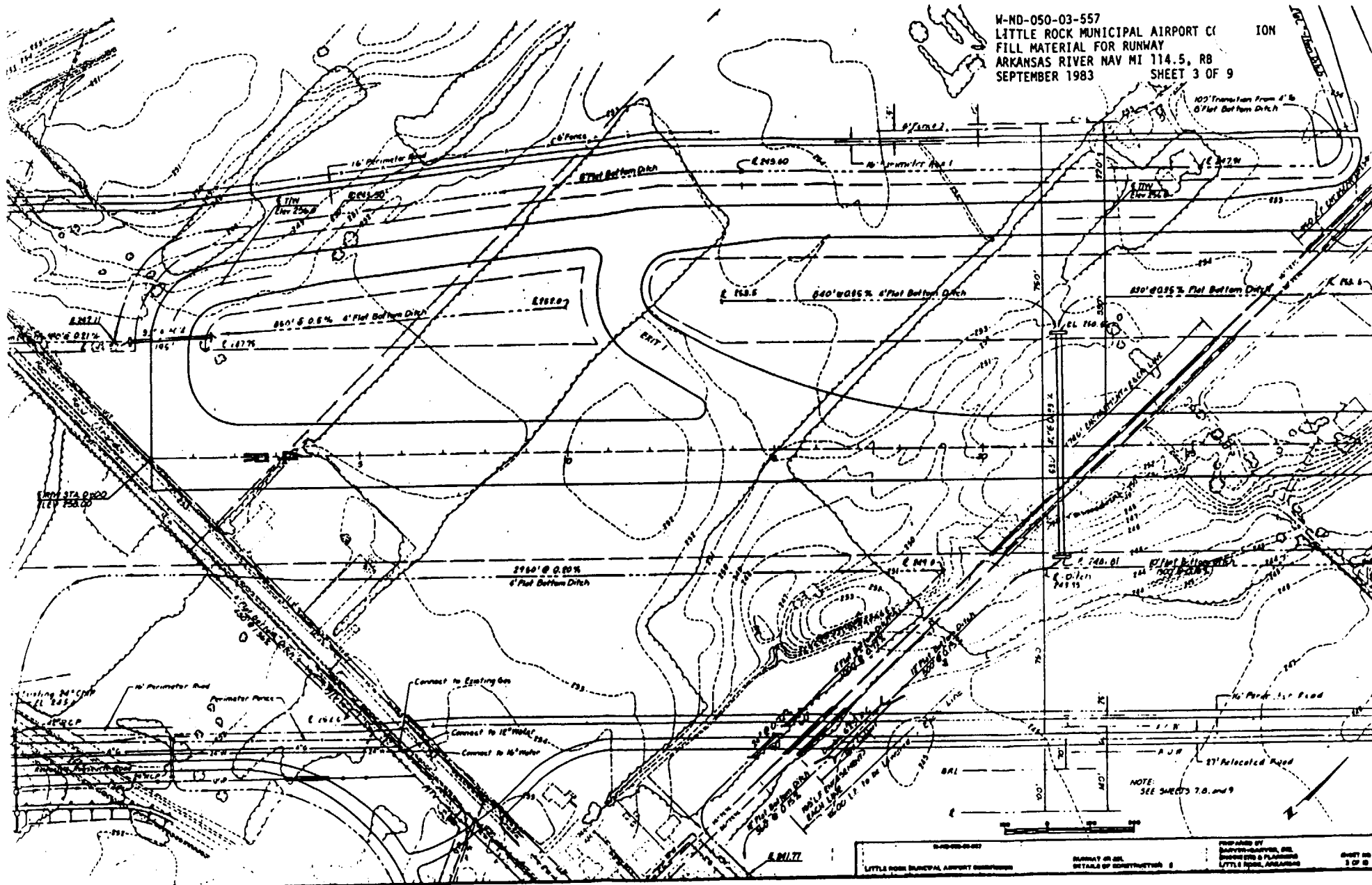


W-ND-050-03-557  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 FILL MATERIAL FOR RUNWAY  
 ARKANSAS RIVER NAV MI 114.5, PB  
 SEPTEMBER 1983 SHEET 2 OF 9

**TYPICAL CROSS SECTION - RELOCATED ROOSEVELT ROAD AND RELOCATED FOURCHE CREEK**  
 SCALE: NONE



W-ND-050-03-557  
 LITTLE ROCK MUNICIPAL AIRPORT CONSTRUCTION  
 FILL MATERIAL FOR RUNWAY  
 ARKANSAS RIVER NAV MI 114.5, RB  
 SEPTEMBER 1983 SHEET 3 OF 9



PREPARED BY  
 SURVEYOR GENERAL, DEL  
 LITTLE ROCK, ARKANSAS

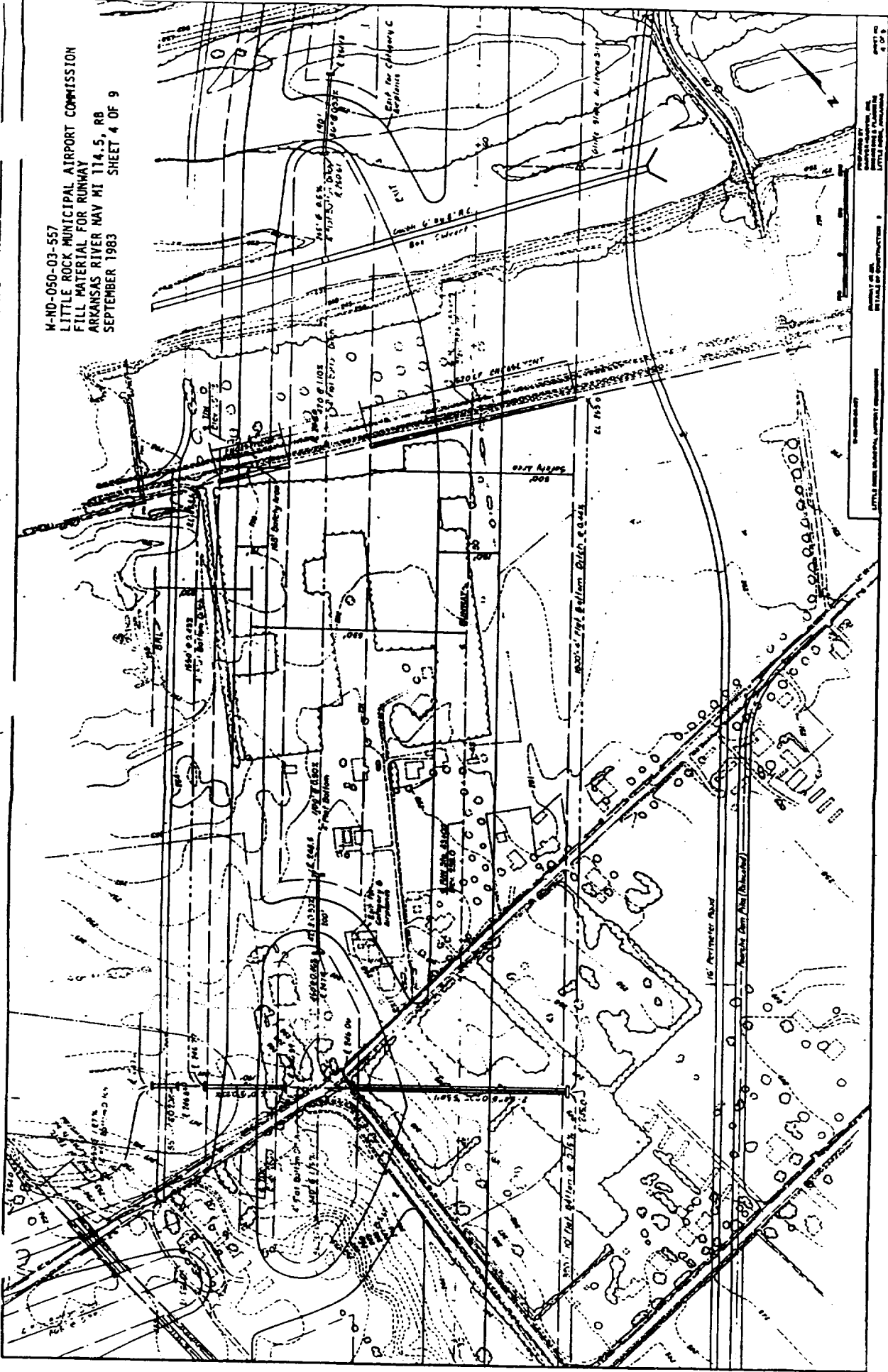
DESIGNED BY  
 LITTLE ROCK, ARKANSAS

DATE  
 1983

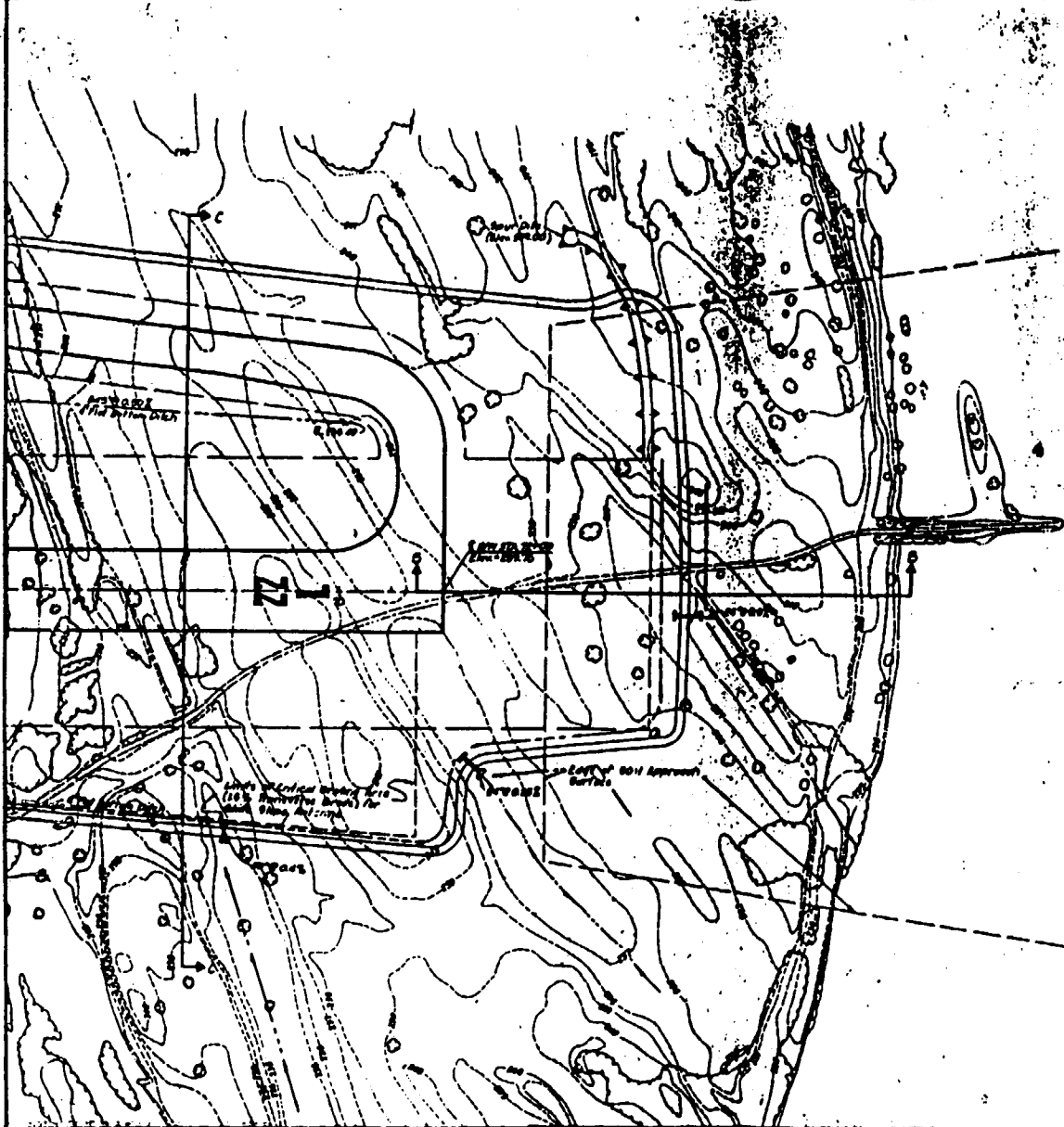
SCALE  
 1" = 100'

NOTE  
 SEE SHEETS 7.8 and 9

M-ND-050-03-557  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 FILL MATERIAL FOR RUNWAY  
 ARKANSAS RIVER NAV MI 114.5, RB  
 SEPTEMBER 1983  
 SHEET 4 OF 9

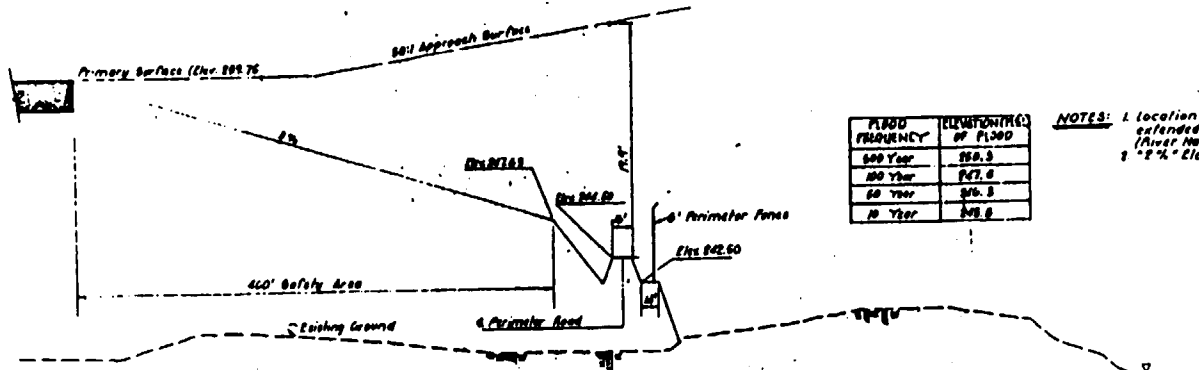
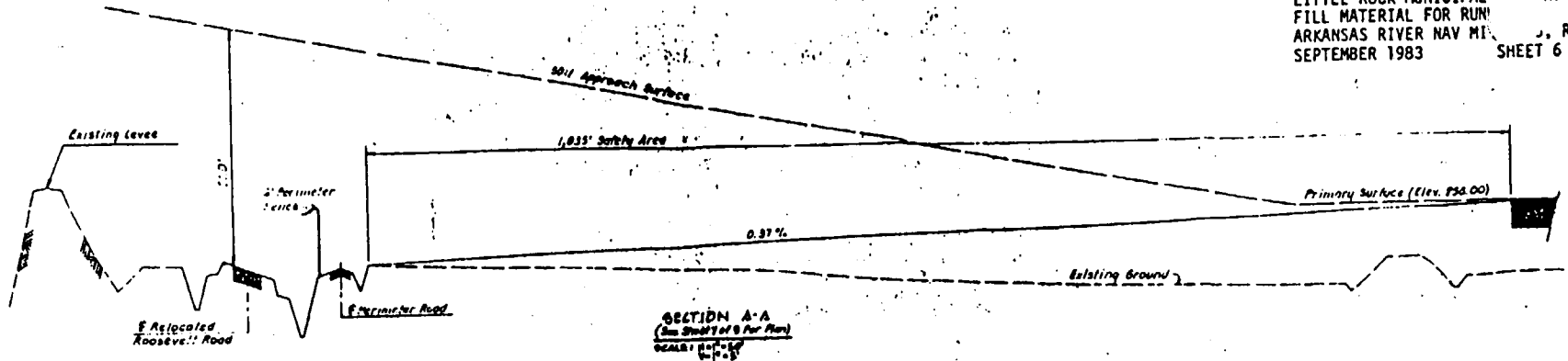


PROJECT NO. M-ND-050-03-557  
 SHEET NO. 4 OF 9  
 DATE: SEPTEMBER 1983  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



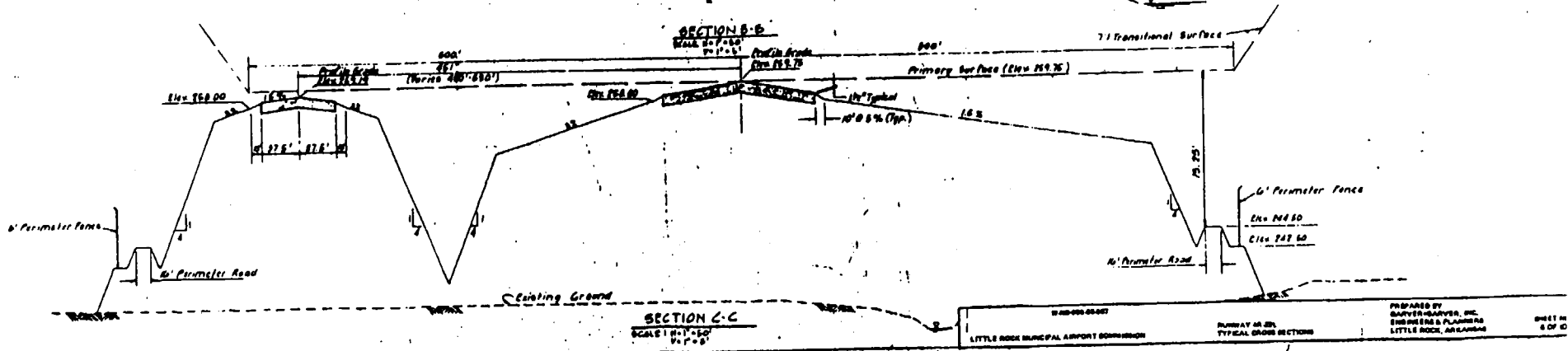
ARKANSAS RIVER

W-ND-050-03-557  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 FILL MATERIAL FOR RUNWAY  
 ARKANSAS RIVER NAV MI 114.5, RB  
 SEPTEMBER 1983 SHEET 5 OF 9

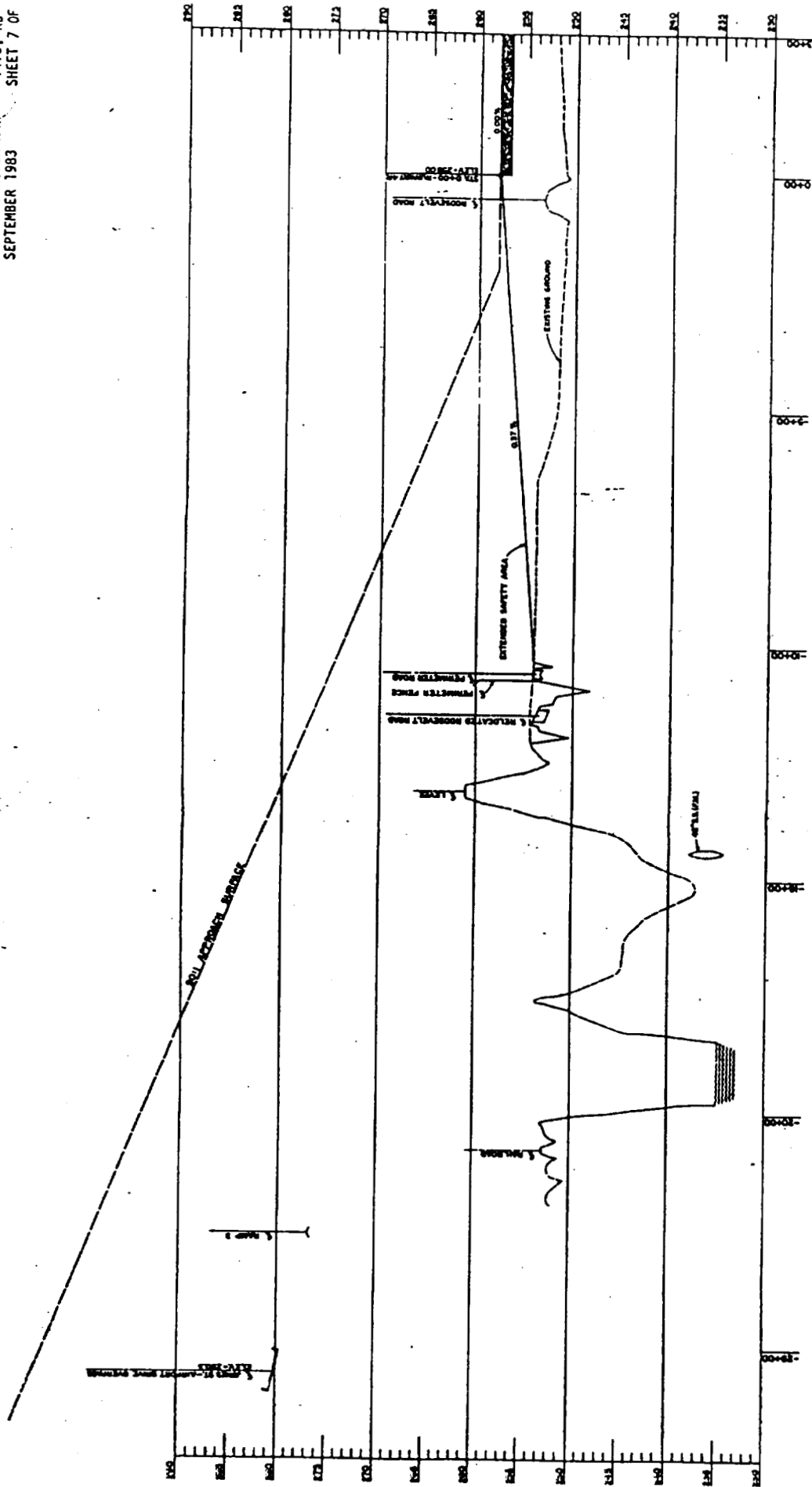


FLOOD FREQUENCY	ELEVATION (G) OF FLOOD
500 Year	250.3
100 Year	247.8
50 Year	246.3
10 Year	245.8

NOTES: 1. Location of Flood Elevations is at extended Runway Centerline. (River Navigation Mile 24.8)  
 2. 2% Elevation is 257.5

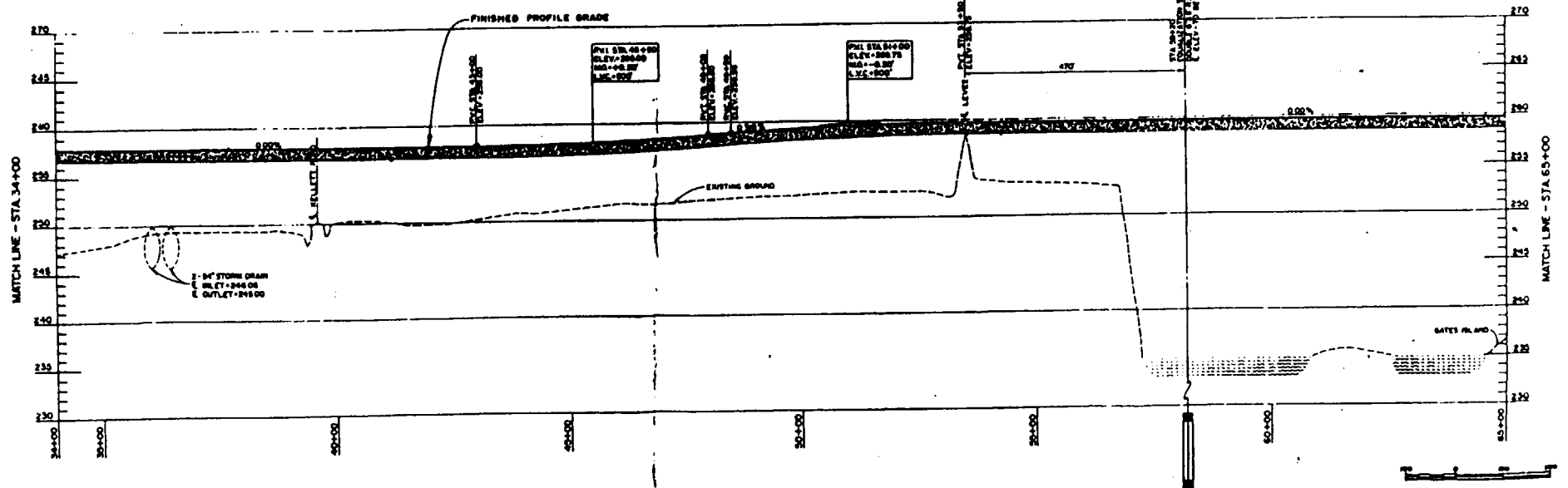
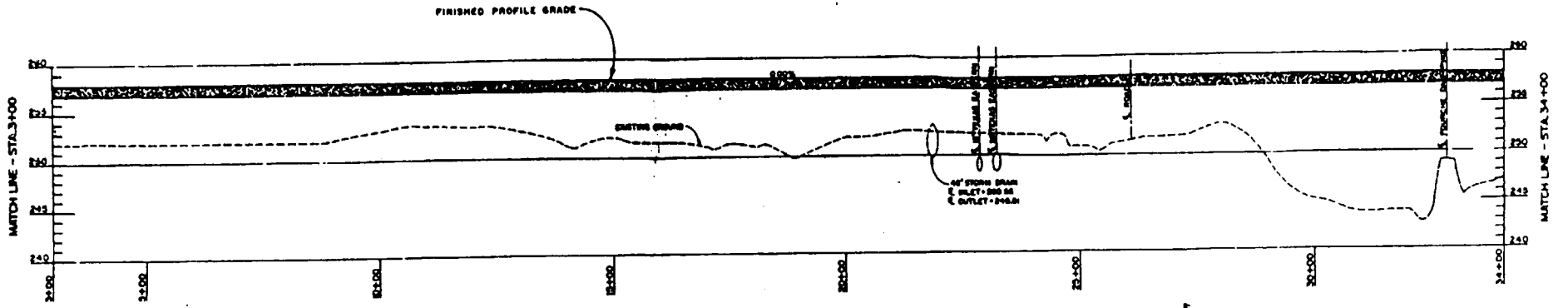


LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
FILL MATERIAL FOR Y  
ARKANSAS RIVER MAIN 14.5, RB  
SEPTEMBER 1983 SHEET 7 OF 9



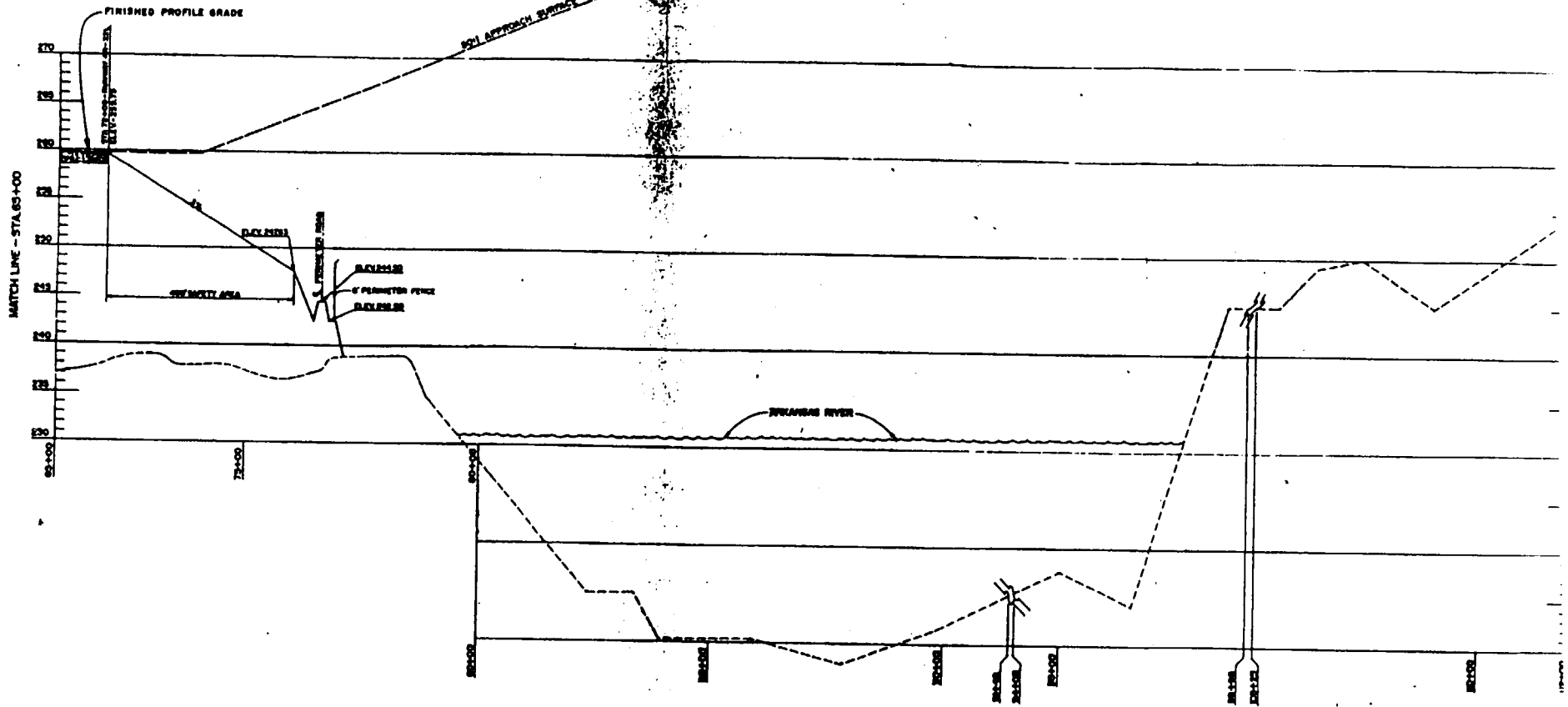
APPROVED BY: [Signature]  
LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
DATE: [Date]  
PROJECT NO. [Number]  
SHEET NO. [Number] OF [Total]  
TITLE: [Title]

W-ND-050-03-557  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 FILL MATERIAL FOR RUNWAY  
 ARKANSAS RIVER NAV MI 114.5, RB  
 SEPTEMBER 1983      SHEET 8 OF 9



W-ND-050-03-557  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 PREPARED BY  
 GUYTON & ASSOCIATES, INC.  
 ENGINEERS & PLANNERS  
 LITTLE ROCK, ARKANSAS  
 SHEET  
 8 OF 9

W-ND-050-03-557  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSIO  
 FILL MATERIAL FOR RUNWAY  
 ARKANSAS RIVER NAV MI 114.5, RB  
 SEPTEMBER 1983 SHEET 9 OF 9





REPLY TO  
ATTENTION OF  
Con-Ops Div  
Permits Branch

DEPARTMENT OF THE ARMY  
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS  
POST OFFICE BOX 867  
LITTLE ROCK, ARKANSAS 72203-0867  
October 23, 1987

W-ND-050-03-557-REV.-A

OCT 27 1987

Mr. James R. Rodgers, Manager  
Little Rock Municipal Airport Commission  
No. 1 Airport Drive  
Little Rock, Arkansas 72202

Dear Mr. Rodgers:

Under authority of Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344), enclosed is Permit No. W-ND-050-03-557-REV.-A which authorizes the placement of fill material and stone riprap for runway 4R-22L, the removal of material from Gates Island and dredging in the Arkansas River as sources of fill material, and the placement of temporary fills for access ramps and settling pond levees, all on the right bank of the Arkansas River between navigation miles 114.1 and 114.8.

The proposed facility shall be constructed and maintained as described in the permit. If any changes whatsoever are proposed to be made in the facility or its location, you are required by law to submit revised plans to the District Engineer for approval before construction of the change is begun.

It is your responsibility and extremely important that you understand and comply with all of the conditions of the permit and that you make any of your employees or agents involved in this operation continuously aware of the permit conditions.

Your facility is located on property over which the Government has acquired a flowage easement. The enclosed Amended Consent to Easement authorizes your construction on the easement.



The enclosed "Marking of Structures on the Western Rivers" is furnished so that you may contact the United States Coast Guard for recommendations regarding display of lights and other signals for the protection of maritime navigation.

Sincerely,

 DTCC

Anthony J. Nida  
Colonel, Corps of Engineers  
District Engineer

Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

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DEPARTMENT OF THE ARMY PERMIT

Permittee LITTLE ROCK MUNICIPAL  
AIRPORT COMMISSION

Permit No. W-ND-050-03-557-REV.-A

Issuing Office LITTLE ROCK DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To place 1,650,000 cubic yards of fill material and 45,100 cubic yards of stone riprap in connection with the construction of the new Adams Field Runway 4R-22L. Fill material in the amount of 500,000 cubic yards may be removed from the upland portion of Gates Island and the remainder from the bed of the Arkansas River by hydraulic dredging between navigation miles 114.1 and 114.6. In connection with hydraulic dredging, 1,700 cubic yards of fill material for temporary access ramps on the river bank and 17,000 cubic yards of fill material for temporary levees for water clarification ponds are also authorized.

Project Location: Arkansas River, dredging-navigation mile 114.1 to 114.6 and structures-navigation mile 114.3 to 114.8 right bank.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on 31st DECEMBER 1990. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: (SEE PAGE 4 & 5)

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

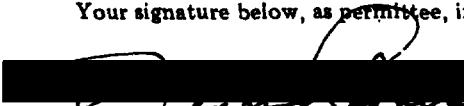
d. Design or construction deficiencies associated with the permitted work.

- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
  5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
    - a. You fail to comply with the terms and conditions of this permit.
    - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
    - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
 \_\_\_\_\_  
 (PERMITTEE) *Little Rock Regional Airport*
✓ *October 8, 1987*  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
 \_\_\_\_\_  
 (DISTRICT ENGINEER) *LITTLE ROCK DISTRICT*
*23 Oct 87*  
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
 (TRANSFeree)
 \_\_\_\_\_  
(DATE)

Special Conditions:

a. The permittee shall obtain a variance for the runway fill from the cities of Little Rock and North Little Rock under their flood insurance ordinances.

b. Archeological sites 3PU55 and 3PU306 are considered eligible for nomination to the National Register of Historic Places. Construction or any other present or future activity by the permittee or his agents in these two archeological sites shall be avoided. Archeological site information may be obtained by contacting Mr. Bob Dunn, Little Rock District Archeologist at telephone No. 378-5030.

c. Archeological site 3PU186 is potentially eligible for nomination to the National Register. Access to Gates Island on the one-lane road through the site is authorized but the access shall not be expanded by any reconstruction of the road such as widening or changing the grade. The site should not be disturbed in any way until the applicant's archeological agent completes the archeological survey and a final determination is made. If the site is determined to be eligible for the National Register the site shall be avoided.

d. If construction or any other activity that would impact archeological sites 3PU55, 3PU306, and 3PU186 (if determined eligible) is necessary, the permittee shall mitigate the site by developing a mitigation plan and obtaining the service of a qualified archeologist to implement the plan. The mitigation plan shall be approved in advance by the Advisory Council for Historic Preservation and the permittee shall bear all cost in mitigating the site and data recovery.

e. During construction, if the project exposes prehistoric or early historic materials, the permittee shall immediately notify the Arkansas Archeological Survey. The Survey will exert every effort to make a prompt assessment of significance and, if necessary, recommend appropriate mitigation measures to be taken.

f. The permittee shall comply with the excavation limits and shall construct bank stabilization structures as shown on sheet 14 of 14. If the spur dike proposed at the upstream riverward corner of the runway fill shown on sheet 5 of 9 is extended 200 feet upstream of the runway fill, then stone fill dikes A and B on sheet 14 of 14 may be deleted. If the first construction element is to construct the outside shell of the runway embankment including stone riprap protection, then stone fill dike C on sheet 14 of 14 may be deleted.

g. That portion of the excavation site on Gates Island excavated to elevation 240 and the 1 vertical on 3 horizontal side slopes into this site and the 1 on 3 side slopes into the excavation to elevation 231 site shall be planted with wildlife food and cover plots--see sheet 14 of 14. The plots shall consist of alternate plantings of bicolor lespedza and Dallas or Bahia grass a maximum of 200 feet wide and separated by 10-foot-wide woody strip plantings consisting of sawtooth oaks, autumn olives, blackberries, dogwoods, and wild plums. The bicolor lespedza shall be planted in prepared soil at a seed rate of 15 pounds per acre and fertilized with 0-14-14 fertilizer at a rate of 400 pounds per acre. The Dallas or Bahia grass

shall be planted in prepared soil at a seed rate of 20 pounds per acre and fertilized with 10-20-20 fertilizer at a rate of 300 pounds per acre. A woody strip planting at the top and about half way down the side slope shall be planted on the side slopes around the perimeter of each excavation site.

h. Prior to construction, the permittee shall submit a plan for elutriate testing of materials to be used as fill at the site. This includes elutriate testing of alluvial soils from the river in the proposed dredging area between navigation miles 114.1 and 114.6, elutriate testing of alluvial soils from designated borrow areas on Gates Island and elutriate tests of any other source of material proposed for fill at the site. Development and approval of the plan should be coordinated with Mr. Benny Swafford, Corps of Engineers Permits Branch telephone 378-5296 and Mr. Steve Drown Arkansas Department of Pollution Control and Ecology telephone 562-7444. Test results from the final plan shall be submitted to and approved in writing by both of these agencies prior to the placement of any fill material at the site.

i. The permittee shall maintain a clean and attractive appearance of the general area in which the facility is located.

j. The permittee shall take precautions in the handling or storage of fuels or other hazardous materials to prevent discharges or spillages that would result in degradation of the water quality.

k. The deposition of excavated materials on shore, as well as all earthwork operations, should be carried out in such a manner that sediment and soil erosion to the river are controlled.

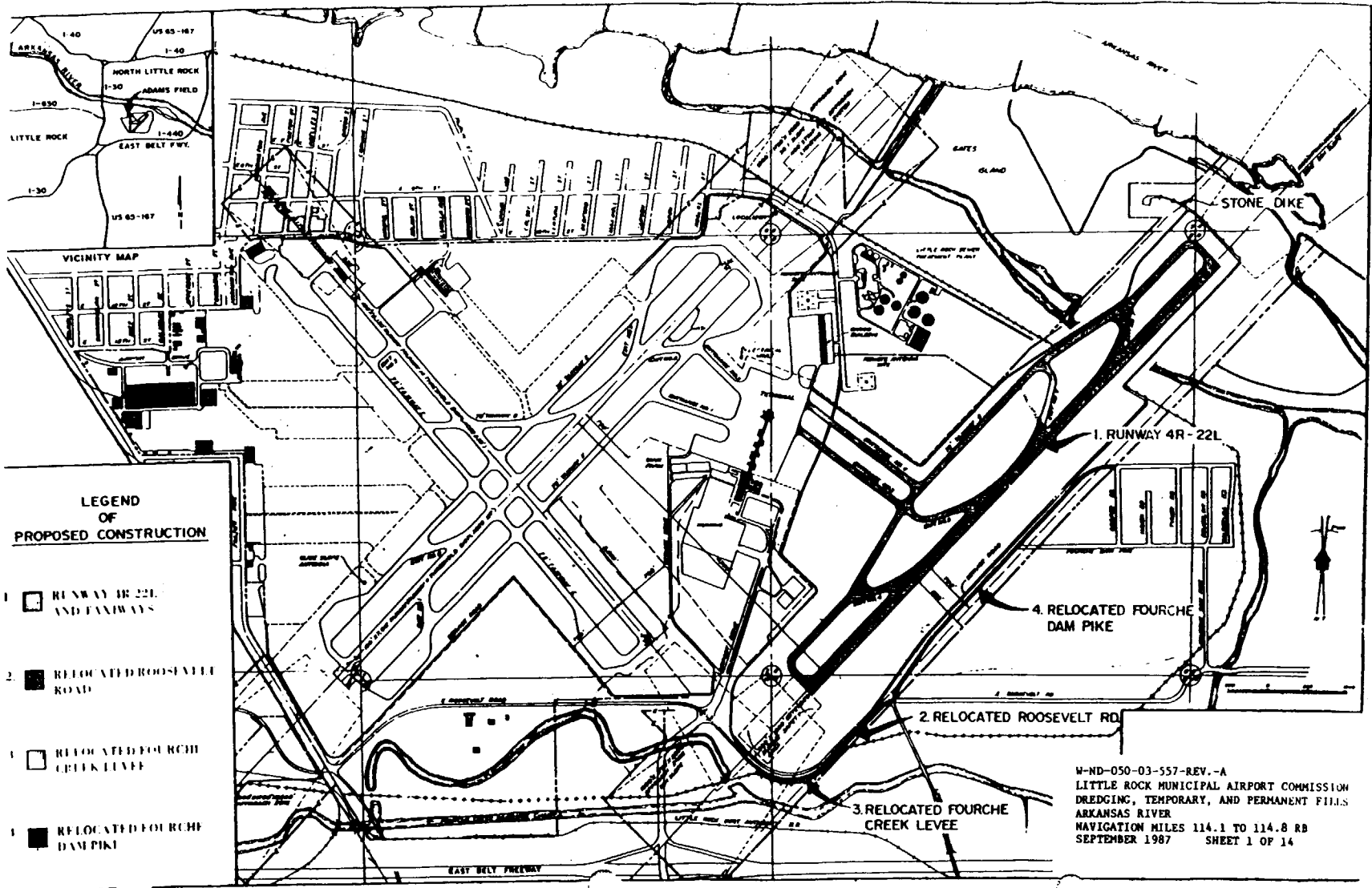
l. All construction debris should be disposed of on land in such a manner as to prevent it from entering the waterway.

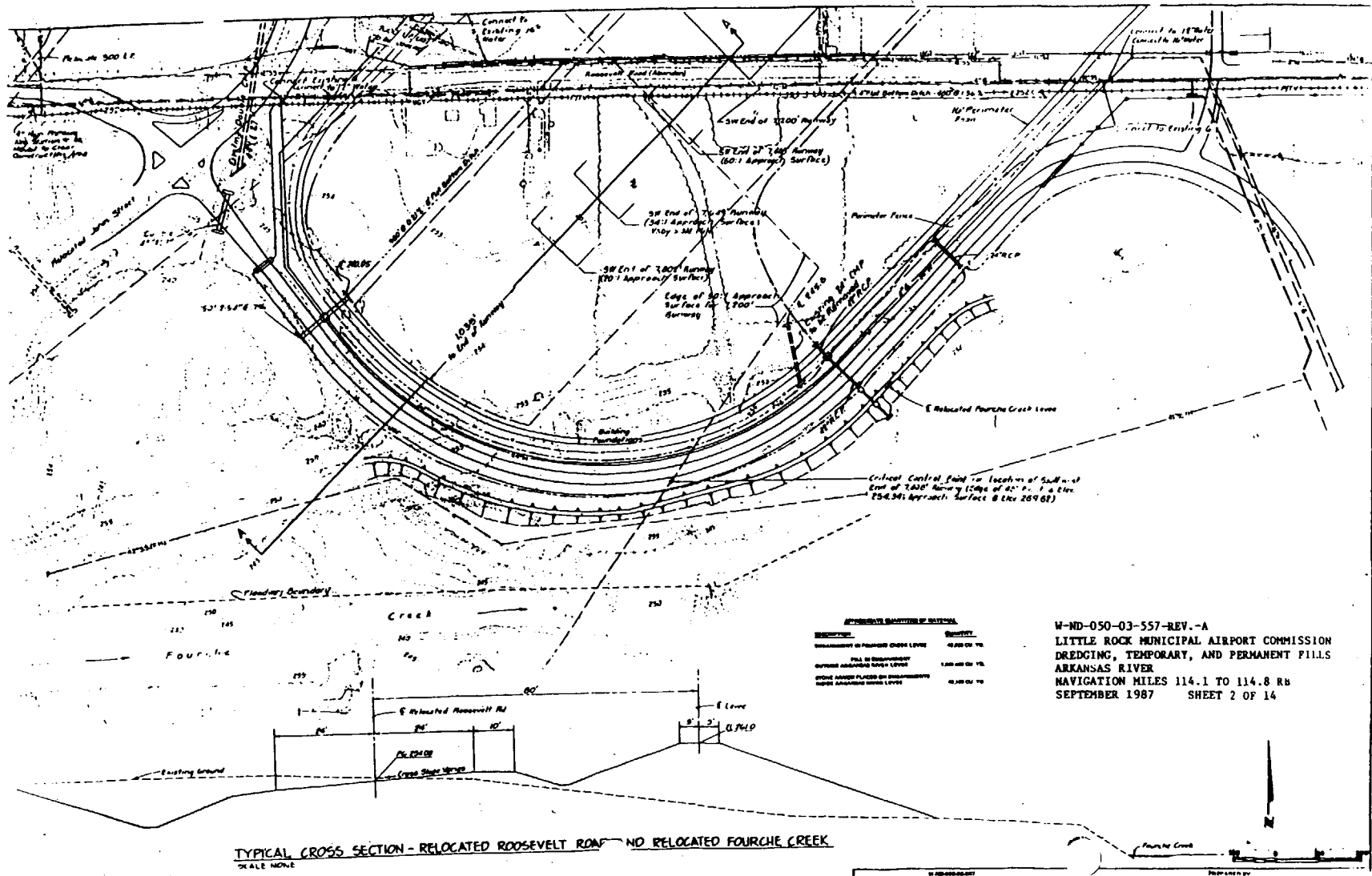
m. All areas along the bank which are not riprapped, but are disturbed or newly created by the construction, should be seeded, replanted, or given some other type of equivalent protection against subsequent erosion.

n. The dredging shall be limited to the area shown on sheet 10 and the cross section dimensions shown on sheet 11 and shall be accomplished with a minimum impact on navigation. The floating plant used to accomplish this work (including dredge, dredge tender, and towing vessels, etc.) shall be equipped with two-way VHF Marine Band Radios and shall monitor channels 13 and 16 for information and requests for passage of vessels when working in the navigation channel.

o. That dredging shall be prohibited within 300 feet of all bank-stabilization revetments and dikes and landward of a line located 300 feet riverward of and parallel to the design control lines of the stabilized river channel. Dredging is permitted to within 100 feet of the revetments and dikes when the navigation channel is adjacent to the structures, provided a 1 vertical to 5 horizontal slope from the bottom of the dredge cut intersects the slope of the structures no lower than the elevation of the navigation pool.

p. All temporary fills shall be removed to a site authorized for permanent fill or removed to an upland site outside of any floodway. Temporary fill sites shall be revegetated as specified in special condition "g".



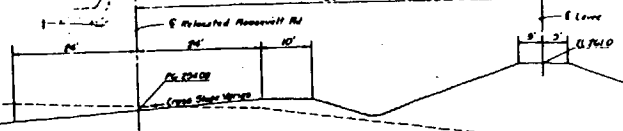


APPROXIMATE QUANTITIES BY MATERIAL

DESCRIPTION	QUANTITY
EMBANKMENT ON PERIMETER CREEK LEVEE	48,200 CU YD
FILL ON DISBURSEMENT	1,800,000 CU YD
STONE SANDS PLACED ON DISBURSEMENTS	48,200 CU YD

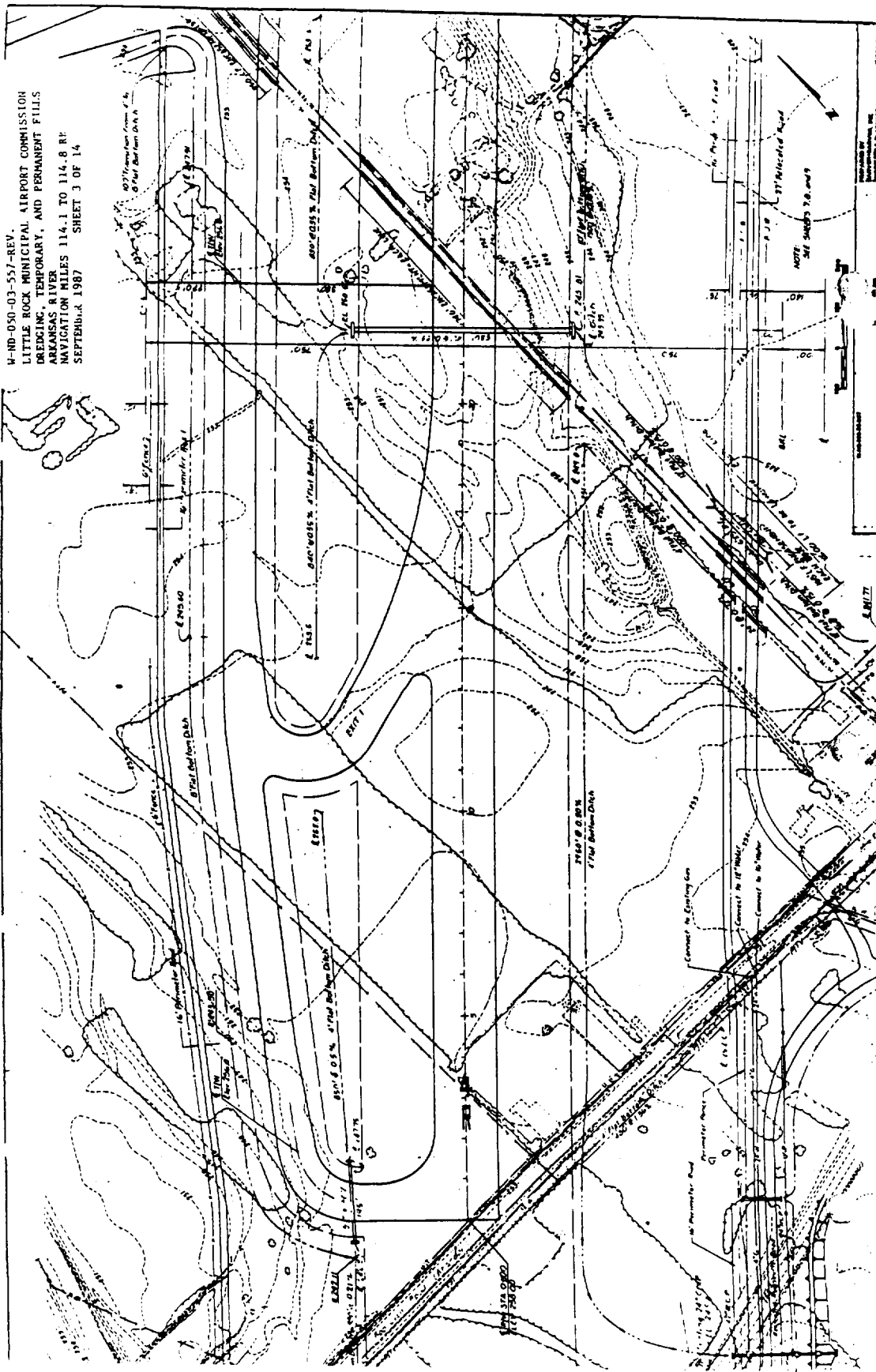
W-ND-050-03-557-REV.-A  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 DREDGING, TEMPORARY, AND PERMANENT FILLS  
 ARKANSAS RIVER  
 NAVIGATION MILES 114.1 TO 114.8 RB  
 SEPTEMBER 1987 SHEET 2 OF 14

TYPICAL CROSS SECTION - RELOCATED ROOSEVELT ROAD NO RELOCATED FOURCHE CREEK  
 SCALE NONE

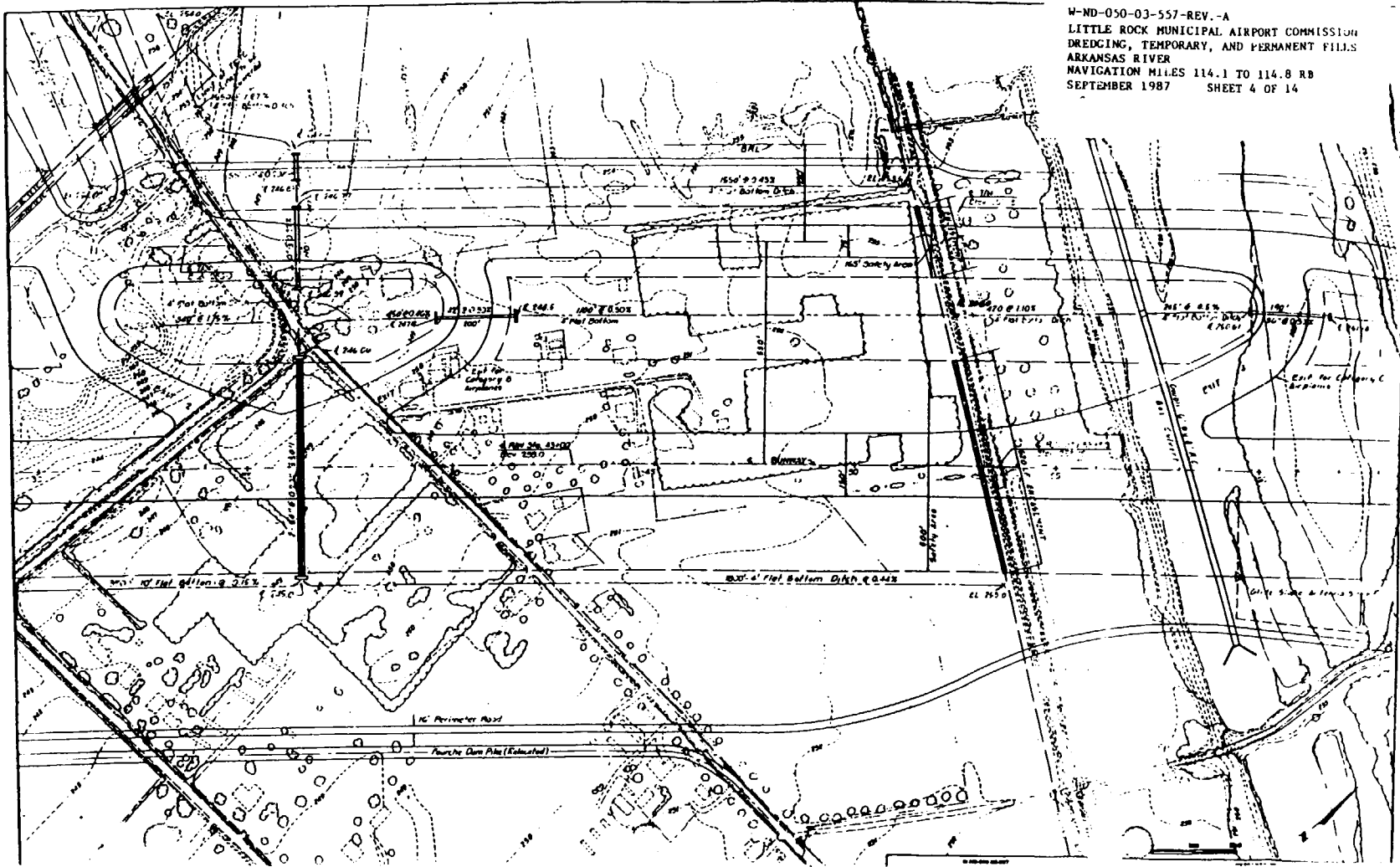


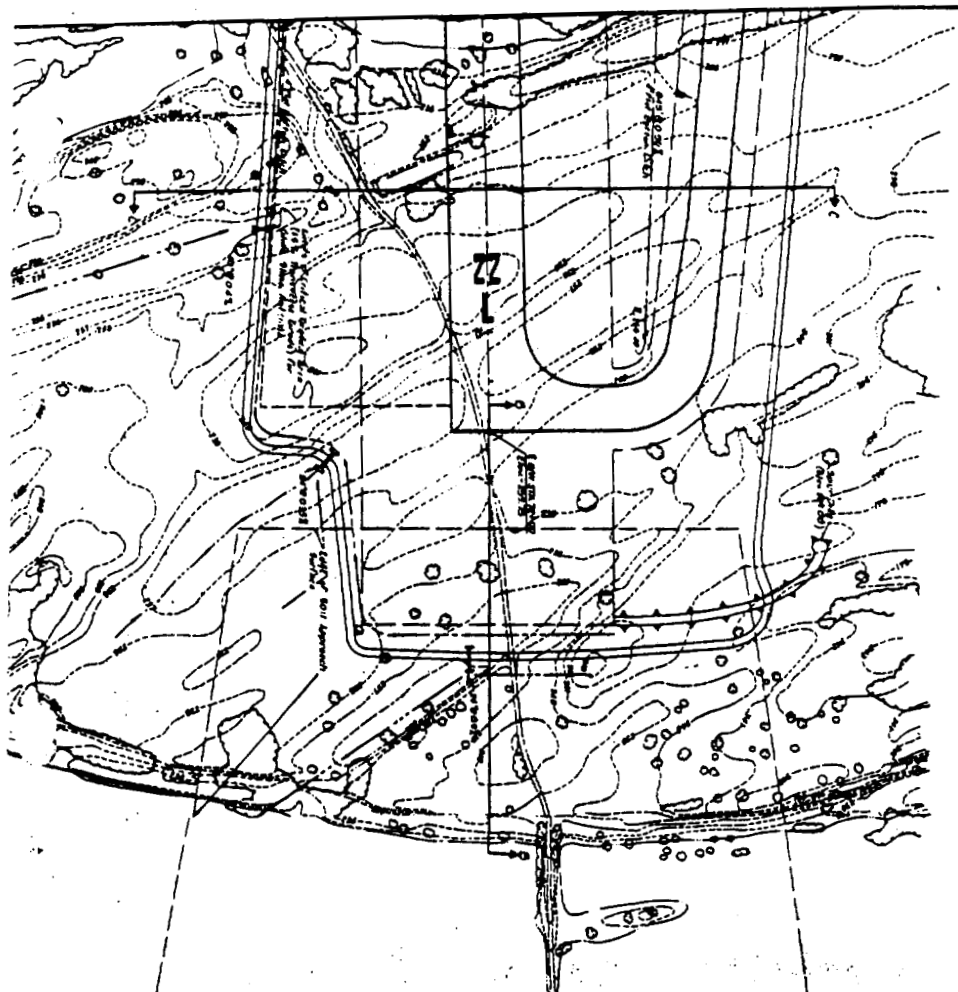


W-ND-050-03-557-REV.  
LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
DREDGING, TEMPORARY, AND PERMANENT FILLS  
ARKANSAS RIVER  
NAVIGATION MILES 114.1 TO 114.8 RP  
SEPTEMBER, 1987  
SHEET 3 OF 14



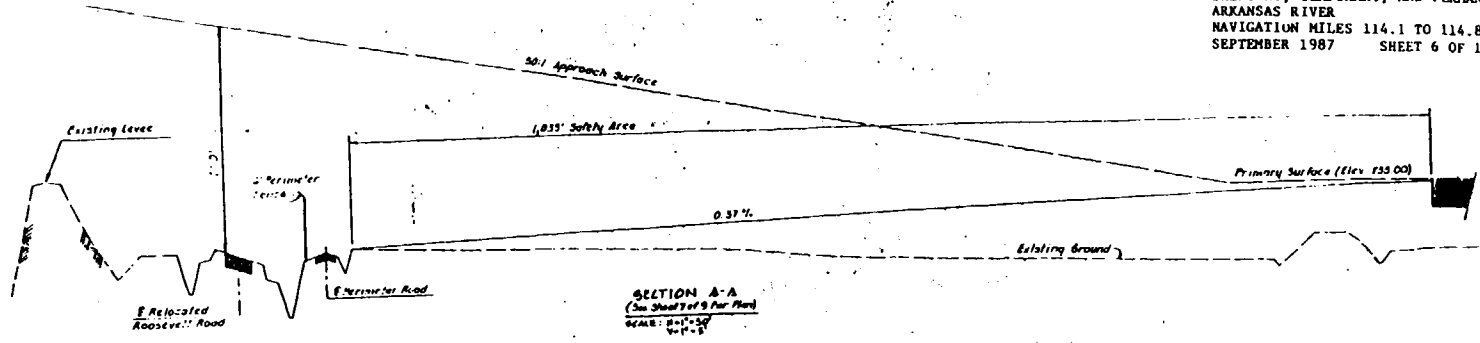
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DREDGING, TEMPORARY, AND PERMANENT FILLS  
ARKANSAS RIVER  
NAVIGATION MILES 114.1 TO 114.8 RB  
SEPTEMBER 1987 SHEET 4 OF 14



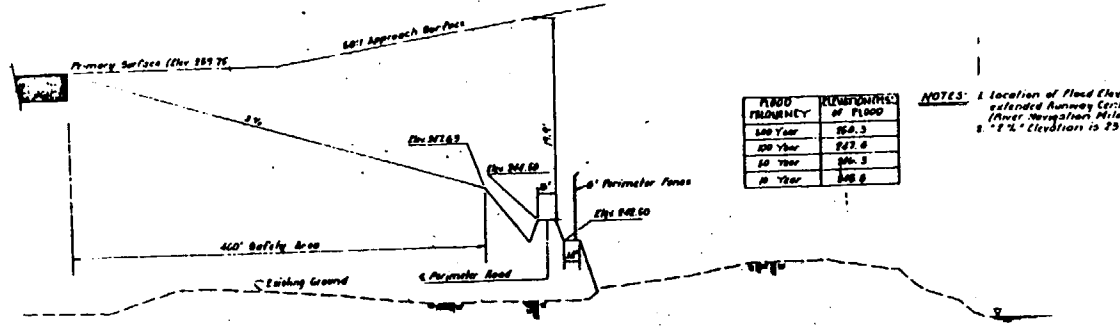


ARKANSAS RIVER

U-ND-030-03-537-REV.-A  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 REDDING, TEMPORARY, AND PERMANENT FILLS  
 ARKANSAS RIVER  
 NAVIGATION MILES 114.1 TO 114.8 RB  
 SEPTEMBER 1987 SHEET 5 OF 14

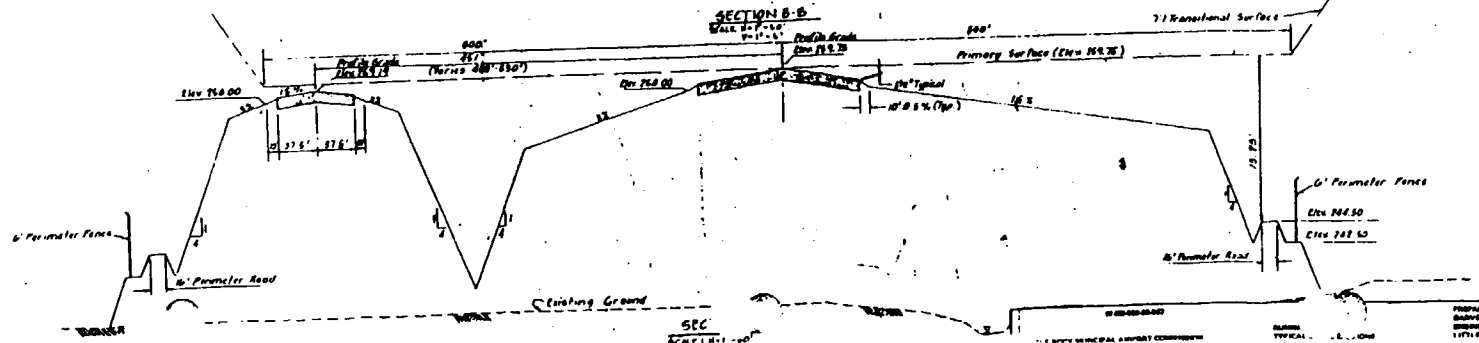


SECTION A-A  
 (See Sheet 5 of 9 for Plan)  
 SCALE: 1"=50'



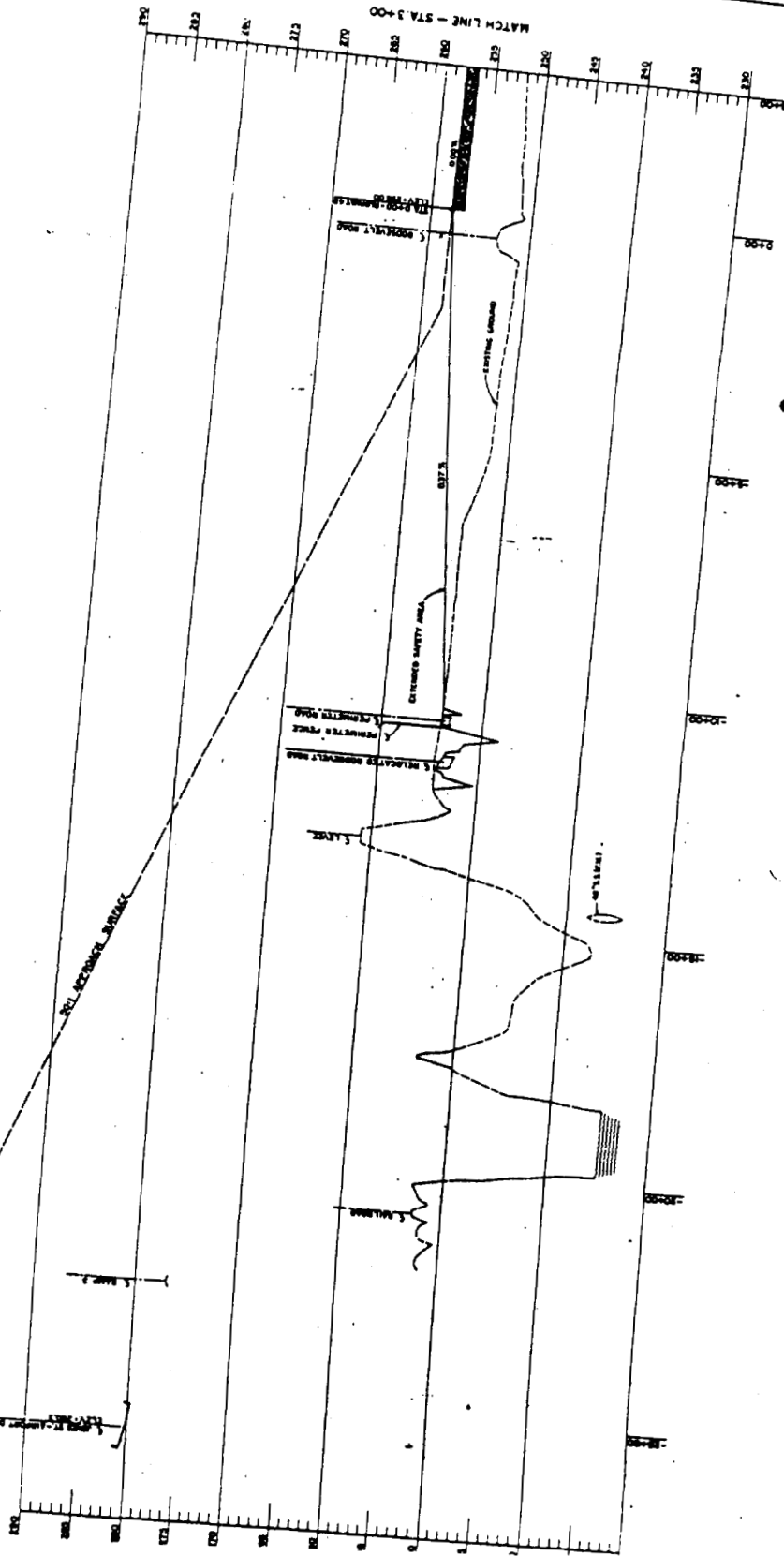
FLOOD FREQUENCY	HEIGHT/THICK. OF FLOOD
100 Year	254.3
50 Year	247.6
20 Year	246.3
10 Year	246.0

NOTES: 1. Location of Flood Elevations is at extended Runway Centerline. (Plan Navigation Mile 114.8)  
 2. 2% Elevations is 237.5

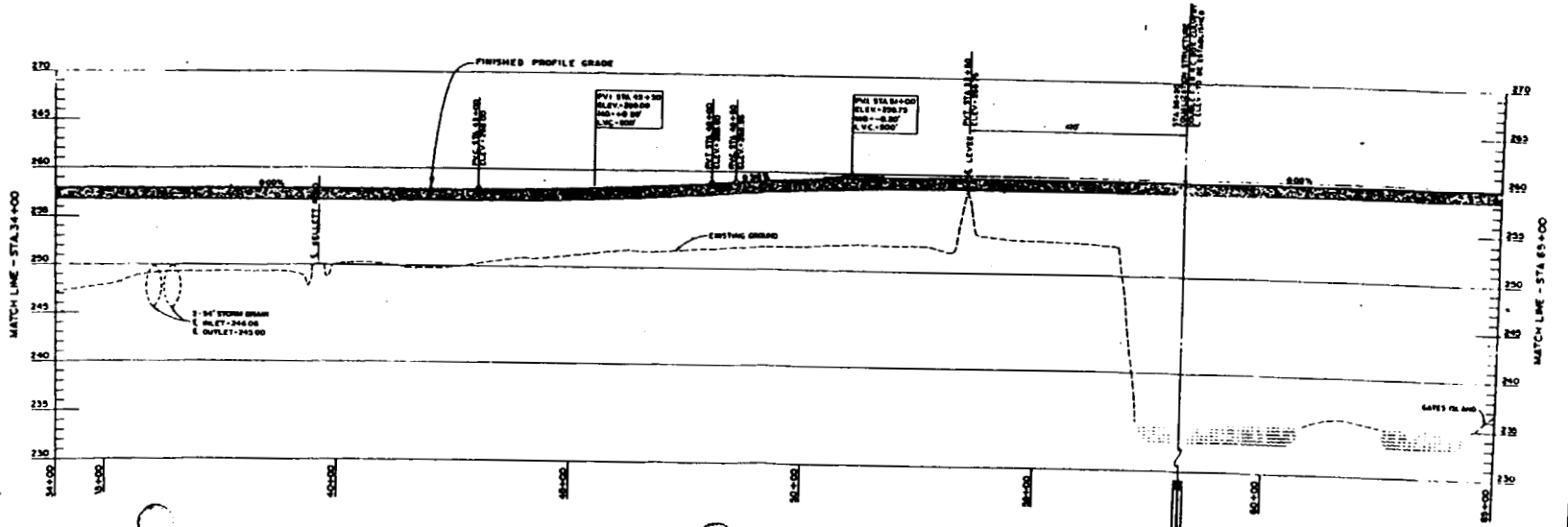
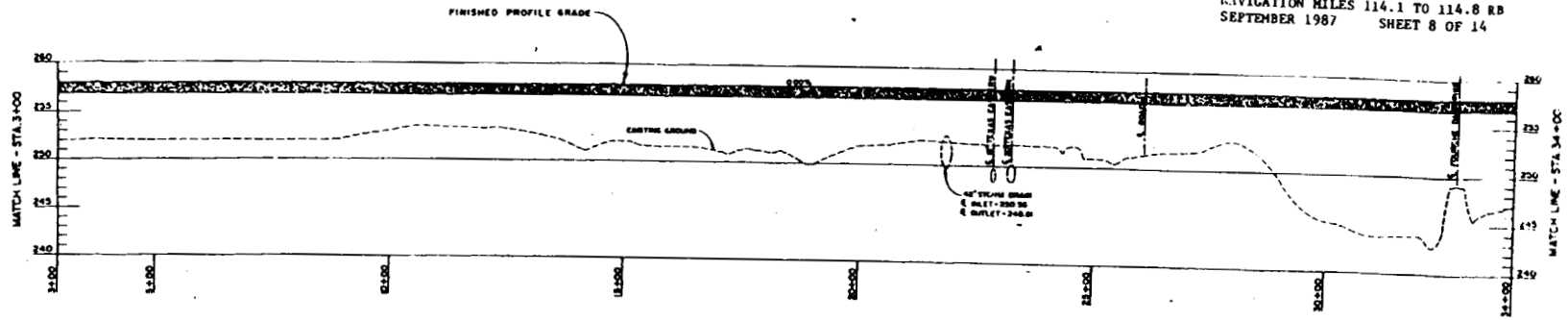


SECTION B-B  
 SCALE: 1"=50'

V-ND-050-03-557-REV -A  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 MEDICINE, TEMPORARY, AND PERMANENT FILLS  
 ARKANSAS RIVER  
 NAVIGATION MILES 114.1 TO 114.8 RB  
 SEPTEMBER 1987 SHEET 7 OF 16

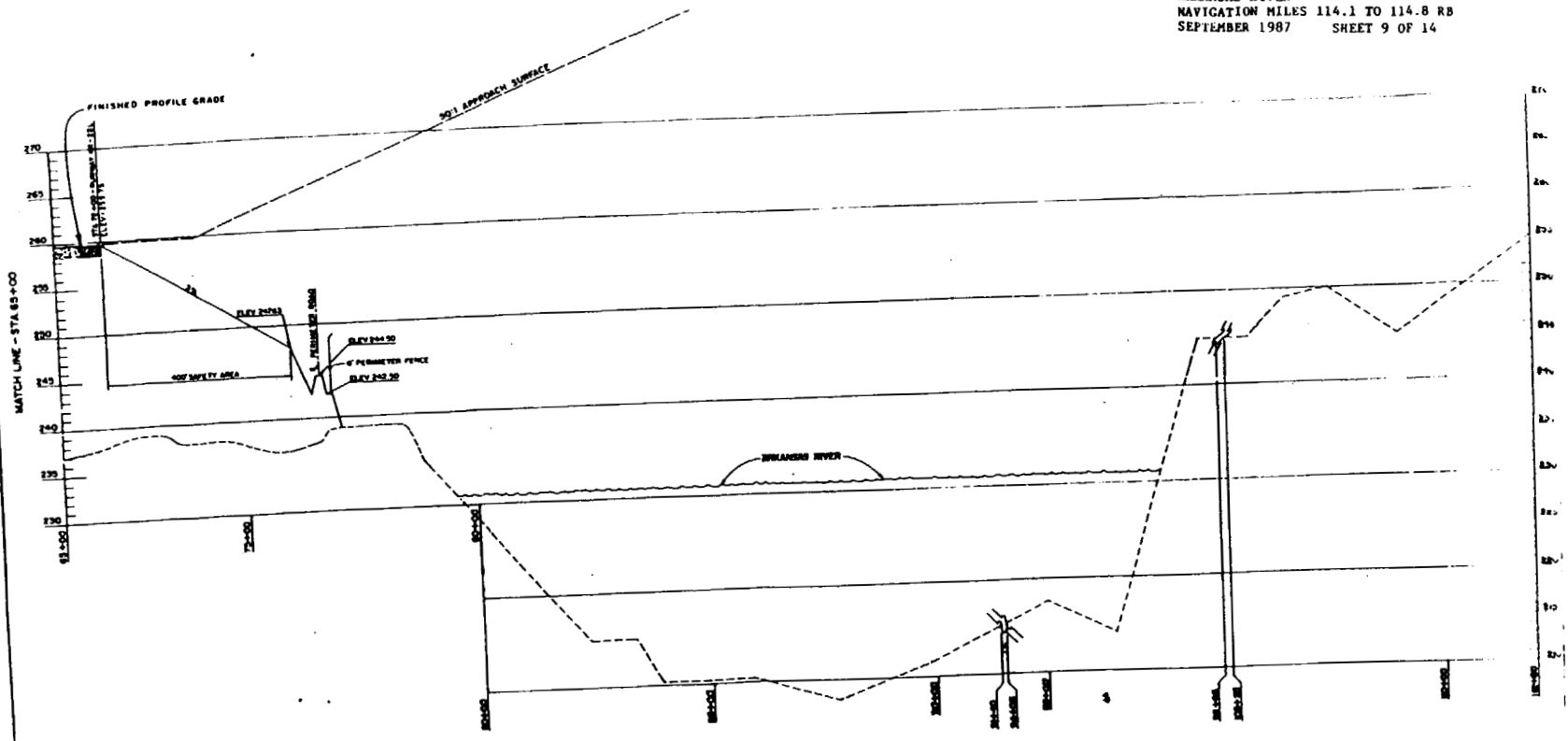


W-ND-050-03-557-REV.-A  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
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 ARKANSAS RIVER  
 NAVIGATION MILES 114.1 TO 114.8 RD  
 SEPTEMBER 1987 SHEET 8 OF 14



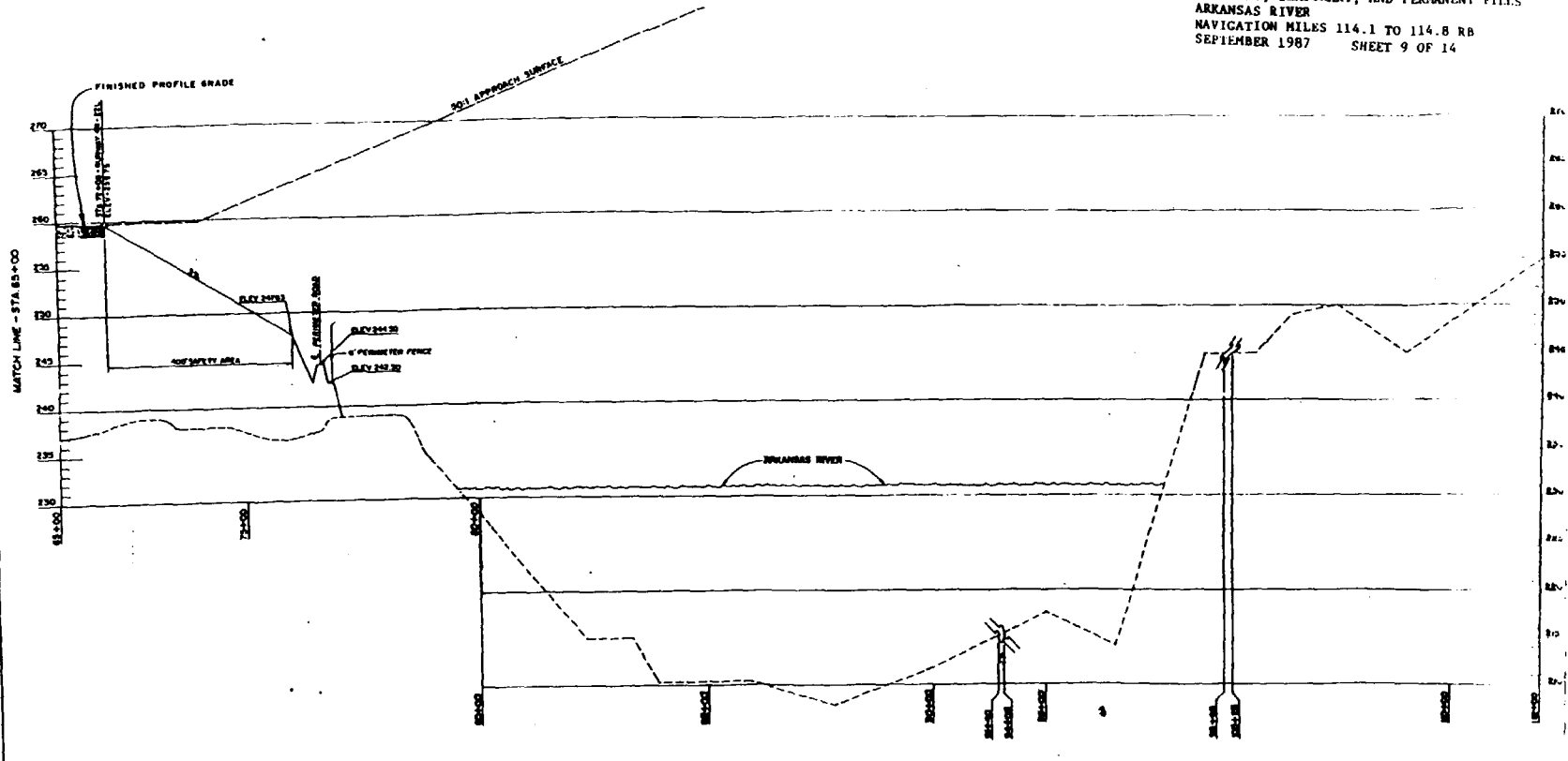
Prepared by  
 GEORGE-BAIRD INC.

W-ND-050-03-557-REV.-A  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 DREDGING, TEMPORARY, AND PERMANENT FILLS  
 ARKANSAS RIVER  
 NAVIGATION MILES 114.1 TO 114.8 RB  
 SEPTEMBER 1987 SHEET 9 OF 14



PREPARED BY  
 GARDNER-GARDNER, INC.  
 ENGINEERS & PLANNERS  
 1775 S. OAK AND ARLING  
 LITTLE ROCK, ARKANSAS 72202  
 SHEET 9 OF 14

N-ND-050-03-557-REV.-A  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 DREDGING, TEMPORARY, AND PERMANENT FILLS  
 ARKANSAS RIVER  
 NAVIGATION MILES 114.1 TO 114.8 RB  
 SEPTEMBER 1987 SHEET 9 OF 14

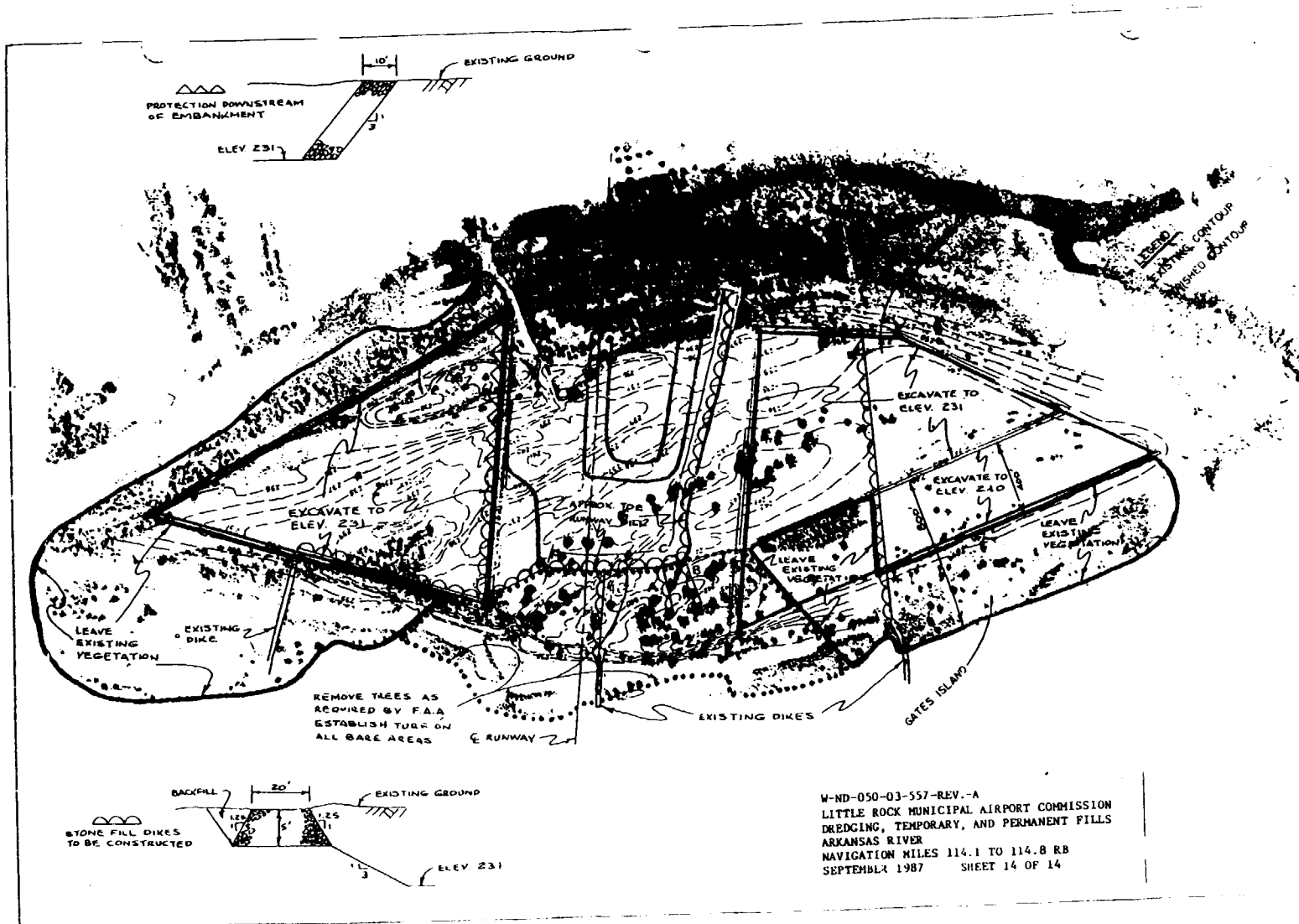


© 1987 by  
 LITTLE ROCK MUNICIPAL AIRPORT COMMISSION

Prepared by  
 Engineering & Planning, Inc.  
 1700 N. Main, Little Rock, AR 72202

Scale: 1" = 20'







U.S. Department  
of Transportation  
Federal Aviation  
Administration

# GRANT AGREEMENT

## FOR DEVELOPMENT PROJECT

### Part I-Offer

Date of Offer: SEP 21 1984  
Airport: Adams Field  
Project No. 3-05-C033-05  
Contract No. DOT FA 84 SW-8104

**TO:** City of Little Rock, Arkansas, acting by and through the Little Rock  
(herein referred to as the "Sponsor") Municipal Airport Commission

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated September 6, 1984, for a grant of Federal funds for a project for development of the Adams Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Completion of Roosevelt Road relocation; Phase II of: site preparation for runway 4R/22L, grading extended runway safety area and drainage for runway from Roosevelt Road to Exit 4.

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80% of all of the allowable costs.

This Offer is made on and subject to the following terms and conditions:

Standard Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,462,863.00 which is comprised of:  

\$ 1,462,863.00	for development other than land
\$	for land acquisition
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the 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 determination of the United States share will be based upon the final audit 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.
4. The sponsor shall comply with the Airport and Airway Improvement Act of 1982 and shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe and agrees to fully comply with the Part V Assurances of the Application for Federal Assistance which is attached to and becomes a part of this offer.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 28, 1984 or such subsequent date as may be prescribed in writing by the FAA.
7. The property map referred to on Page 1 of this Grant Agreement is the Property Map, Exhibit A attached herewith.

Special Conditions

3. The plans and specifications referred to on Page 1 of this grant agreement are the plans and specifications approved by the FAA on July 16, 1934.

The following special assurance is added to Part V Assurances of the Application for Federal Assistance attached to this offer.

31. Cost Free Land

The federal government does not now plan or contemplate the construction of any structures pursuant to paragraph 27 of Part V, Assurances, attached to this offer and therefore it is understood and agreed that the sponsor is under no obligation to furnish any new areas or new rights without cost to the federal government under this grant agreement. However, it is agreed and understood that the rights of the United States to cost free areas obtained under unexpired grant agreements with the sponsor are extended for twenty years from the date of this grant agreement. Furthermore, the responsibility for paying the cost of relocating any facilities located in such cost free areas shall be made in accordance with Advisory Circular 150/3300-7, FAA Policy of Facility Relocations Occasioned by Airport Improvements or Changes.

..... Attorney Title .....

.....

Dated at Little Rock, Arkansas, this 5th day of September, 1984.

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

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

CERTIFICATE OF SPONSOR'S ATTORNEY

Title: Secretary .....

Attest: \_\_\_\_\_

(Seal) Title: Attorney at Law .....

By: \_\_\_\_\_

(Name of Sponsor)

The City of Little Rock, Arkansas, acting by and through the Little Rock Municipal Airport Comm. day of September, 1984.

Executed this 5th day of September, 1984.

The Sponsor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Part II - Acceptance

(Title) Bob A. Smith, Manager, Oklahoma City Airports District Office, FAA, Southwest Region

By: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this Instrument by the Sponsor, as hereinafter provided, and said Offer and acceptance shall comprise a Grant Agreement, as provided by the Airport and Always Improvement Act of 1982, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

# GRANT AGREEMENT

## FOR DEVELOPMENT PROJECT

### Part 1-Offer

Date of Offer: SEP 23 1985

Airport: Adams Field

Project No. 3-05-0035-09

Contract No. DOT FA 85 SW-8511

TO: The City of Little Rock, Arkansas, acting by and through the Little Rock  
(herein referred to as the "Sponsor") Municipal Airport Commission

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated September 20, 1985, for a grant of Federal funds for a project for development of the Adams Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Phase IV of: site preparation for runway 4R/22L including grading and drainage from station 22+00 to the Arkansas River levee and approximately one half of the access taxiways to the terminal area.

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance, whereas this grant will not be completed during fiscal year 1985 and the total estimated cost of completion will be \$4,257,335.00 of which the FAA share will be \$3,405,868.00.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80% of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 2,555,367.00 . For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:
 

\$		for land acquisition
\$	2,555,367.00	for airport development or noise program implementation (other than land acquisition).
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Unless otherwise stated in this grant agreement, any program income earned by the sponsor during the grant period shall be deducted from the total allowable project costs prior to making the final determination of the United States share. Final determination of the United States share will be based upon the final audit 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.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1985 or such subsequent date as may be prescribed in writing by the FAA.
7. 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 other 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.
8. 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 this grant agreement, and the sponsor shall hold the United States harmless from all claims arising from, or related to, completion of the project or the sponsor's continuing compliance with the terms, conditions, and assurances in this grant agreement.
9. Pursuant to Section 512 of the Airport and Airway Improvement Act, and at the sponsor's request, the FAA does hereby commit the United States to obligate an additional amount to this project for payment of its share of the cost, in accordance with the terms hereof, not to exceed the apportionment(s) made to the sponsor for FY(s) 85 and 86 pursuant to Section 507(a)(1) of said Act, and subject to the restrictions now or hereafter imposed on the FAA on use of such apportionment by, but not limited to, Appropriation Acts now or hereafter enacted. The exact amount of this commitment will be established in an amendment to this grant that will be duly executed by the parties hereto when such computation and obligation can be made in FY(s) 86. It is further understood by the parties hereto that this commitment does not in itself obligate, preclude nor restrict the FAA in the use of any funds made available for discretionary use under Section 507 of said Act to further aid the sponsor in meeting the cost of this project under the terms of this agreement and limitations of law."
10. The property map referred to on Page 1 of this grant agreement is the property map, Exhibit A attached to the project application for AIP Project 3-05-0035-08.
11. The plans and specifications referred to on page 1 of this grant agreement are the plans and specifications approved by the FAA on August 26, 1985.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

[Redacted Signature]

(Title) Bob A. Smith, Manager, Oklahoma City Airports  
District Office, FAA, Southwest Region

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 24<sup>th</sup> day of September, 19 85

City of Little Rock, Arkansas, acting by and through  
the Little Rock Municipal Airport Commission  
(Name of Sponsor)

By [Redacted Signature]

(SEAL)

(Sponsor's Designated Official Representative)

Attest: [Redacted Signature] Title Airport Manager

Title: Secretary

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Little Rock, Arkansas this 24<sup>th</sup> day of September, 19 85

[Redacted Signature]  
Signature of Sponsor's Attorney

RECEIVED  
DEC 21 1987  
GARVER & GARVER PA

PULASKI COUNTY PLANNING BOARD  
105 MAIN STREET - WALLACE BUILDING - ROOM 902  
LITTLE ROCK, ARKANSAS

FILED  
1985 DEC 12 12  
CITY OF LITTLE ROCK

MINUTES  
OF  
BOARD MEETING

October 29, 1985

MEMBERS PRESENT

Mr. Dale Johnston  
Mr. H. H. Perkins  
Mr. Darrell Dover  
Mr. Joseph Kaufman  
Mr. Woodrow Keown  
Mr. Phil Orahood  
Mrs. Cary Hunt  
Mr. Wingfield Martin  
Mr. Robert Middleton  
Mr. Lew Hyatt (Ex-Officio Member)

MEMBERS ABSENT

STAFF PRESENT

Mr. John Taylor, Director, County Operations  
Ms. Marie Flickinger, Planning Administrator  
Mrs. Maribeth Crawley, Secretary

OTHERS PRESENT

Mr. J. W. Huffman  
Mr. Jim Morrow  
Mr. Mark Dillman  
Mr. Ben Kittler  
Mr. Robert Holloway  
Mr. Davis Fitzhugh  
Mr. Basil Shoptaw

Mr. John Hall  
Mr. Dan Billings  
Mr. Ronnie Hall  
Mr. Chuck Jones

The regular monthly meeting of the Pulaski County Planning Board was called to order by Mr. Joseph Kaufman, Chairman. Mr. Kaufman recommended that the previous month's minutes be approved as submitted by mail. Mr. Dale Johnston moved to approve the minutes per Mr. Kaufman's recommendation. Mr. Woodrow Keown seconded the motion. Motion carried.

86-1280-001  
85-1570-005 ✓

1. City Of North Little Rock - Hydro Electric Plant (Continued.)

Mr. Robert Middleton moved that a variance be granted for the flood permit, but to include: (1) a temporary waiver for the coffer dam to be removed by November 1987, and (2) a variance for the permanent structure. Mr. Middleton's motion was seconded by Mr. H. H. Perkins. Motion carried.

2. Adams Field Runway Extension

Variance Request - Flood Permit

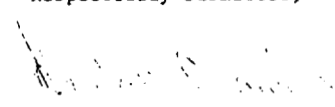
Engineer: Garver & Garver

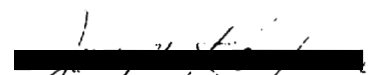
Mr. Ronnie Hall and Mr. Chuck Jones addressed the Board concerning the runway extension and that this construction had been included when the FEMA maps were adopted. Also adding that it had already been computed that the rise in the 100 year flood elevation would be less than 0.1 foot.

Mrs. Cary Hunt moved that the variance be granted per the staff's recommendation. Mr. Wingfield Martin seconded the motion. Motion carried.

Meeting was adjourned at 3:40 P.M.

Respectfully Submitted,

  
Maribeth Crawley, Secretary

  
Joseph Kaufman, Chairman

PERMIT NUMBER 65

# A DEVELOPMENT PERMIT

HAS BEEN ISSUED FOR THIS SITE:

DESCRIPTION: Adams Field Runway, Arkansas River -  
navigation mile 114.5  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PULASKI COUNTY PLANNING AND DEVELOPMENT

LITTLE ROCK, ARKANSAS

SIGNED: ~~\_\_\_\_\_~~

DATE: 12-10-85

THIS CARD MUST BE PROMINENTLY DISPLAYED ON SITE



U.S. Department  
of Transportation  
Federal Aviation  
Administration

# GRANT AGREEMENT

FOR DEVELOPMENT PROJECT

## Part I-Offer

Date of Offer: SEP 10 1986

Airport: Adams Field

Project No. 3-05-0035-12

Contract No. DOT FA 86 SW 8816

**TO:** The City of Little Rock, Arkansas, acting by and through the Little Rock (herein referred to as the "Sponsor") Municipal Airport Commission

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated August 6, 1986, for a grant of Federal funds for a project for development of the Adams Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Phase V of: Construct runway for noise compatibility, which includes: site preparation for runway 4R/22L including grading and drainage from the Arkansas River levee to station 61 + 50; relocation of Airport Drive, complete site preparation for access taxiways to terminal area (including two bridges); and  
Phase I of: Pave parallel and connecting taxiways.

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance. Whereas, this project will not be completed during fiscal year 86 and the total estimated cost of completion will be \$8,236,095.00, of which the federal share is \$6,588,875.00;

FAA Form 5100-37 (10-84) Development or Noise Program

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80% of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 6,588,875.00 . For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$	for land acquisition
\$ 6,588,875.00	for airport development or noise program implementation (other than land acquisition).

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Unless otherwise stated in this grant agreement, any program income earned by the sponsor during the grant period shall be deducted from the total allowable project costs prior to making the final determination of the United States share. Final determination of the United States share will be based upon the final audit 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.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1986 or such subsequent date as may be prescribed in writing by the FAA.
7. 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 other 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.
8. 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 this grant agreement.
9. The property map referred to on Page 1 of this Grant Agreement is the Property Map, Exhibit A dated August 4, 1986 attached herewith.
10. The sponsor hereby covenants and agrees that it will not advertise for bids, award any contract, or commence construction for the items of airport development relating to the construction of Phase V of runway 4R/22L and Phase I of pave parallel and connecting taxiways to be accomplished under this project, until it has submitted final plans and specifications satisfactory to the Administrator and such plans and specifications have been approved. It is further understood that the United States will not make nor be obligated to make any payment for such items of airport development under this Grant Agreement until the sponsor has submitted such plans and specifications and they have been approved as herein provided. The sponsor further covenants and agrees that it will submit said final plans and specifications to the Administrator on or before 90 days from the date of this Grant Agreement.

11. Notwithstanding the provisions of standard condition No. 1 above, the maximum obligation of the United States payable at this time under this offer shall be \$5,200,000.00 from funds appropriated for FY 86, under the Airport and Airway Improvement Act of 1982, as amended.
12. Pursuant to Section 512 of the Airport and Airway Improvement Act of 1982, as amended, and at the sponsor's request, the FAA does hereby commit the United States to obligate an additional amount to this project for payment of its share of the cost, in accordance with the terms hereof, not to exceed the apportionment(s) made to the sponsor for FY 87 pursuant to Section 507(a)(1) of said Act, and subject to the restrictions now or hereafter imposed on the FAA on use of such apportionment by, but not limited to, Appropriation Acts now or hereafter enacted. The exact amount of this commitment will be established in an amendment to this grant that will be duly executed by the parties hereto when such computation and obligation can be made in FY 87. It is further understood by the parties hereto that this commitment does not in itself obligate, preclude nor restrict the FAA in the use of any funds made available for discretionary use under Section 507 of said Act to further aid the sponsor in meeting the cost of this project under the terms of this agreement and limitations of law.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

[Signature]  
\_\_\_\_\_  
(Title) William R. Moore, Manager, Little Rock City Airports District Office, FAA, Southwest Region

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 15<sup>th</sup> day of September, 1986.

City of Little Rock, Arkansas acting by and through the Little Rock Municipal Airport Commission  
(Name of Sponsor)

(SEAL) [Signature]  
\_\_\_\_\_  
(Sponsor's Designated Official Representative)

Attest: [Signature] Title Airport Manager  
\_\_\_\_\_  
Title: Secretary

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Little Rock, Arkansas this 15<sup>th</sup> day of September, 1986.

[Signature]  
\_\_\_\_\_  
Signature of Sponsor's Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

# GRANT AGREEMENT

## FOR DEVELOPMENT PROJECT

### Part 1-Offer

Date of Offer: JUN 17 1988

Airport: Adams Field

Project No. 3-05-0035-15

Contract No. DOT FA 88 SW-8409

**TO:** The City of Little Rock, Arkansas, acting by and through the Little Rock (herein referred to as the "Sponsor") Municipal Airport Commission

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

**WHEREAS,** the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated June 8, 1988, for a grant of Federal funds for a project for development of the Adams Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

**WHEREAS,** the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Phase VI of: Construct runway for noise compatibility, which includes: completion of site preparation for runway 4R/22L including grading and drainage from station 65 + 50 to station 72 + 00 and associated parallel and connecting taxiways; pave a portion of terminal access taxiways; install edge drains on runway 4R/22L and associates taxiways.

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 5,560,000.00
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the 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 determination of the United States share will be based upon the final audit 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.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before 60 days from issuance or such subsequent date as may be prescribed in writing by the FAA.

7. 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 other 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.
8. 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 this grant agreement.
9. The property map referred to on Page 1 of this Grant Agreement is the property map Exhibit A dated April 26, 1988 attached herewith.
10. The plans and specifications referred to on Page 1 of the Grant Agreement are the plans and specifications approved by the FAA on April 7, 1988.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

[Redacted Signature]  
Bill J. Howard, Manager, Oklahoma City Airports  
(Title) District Office, FAA, Southwest Region

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 14th day of July, 19 88.

The City of Little Rock, Arkansas, acting by and through  
the Little Rock Municipal Airport Commission  
(Name of Sponsor)

(SEAL) By [Redacted Signature]  
(Sponsor's Designated Official Representative)

Attest: [Redacted Signature] Title Airport Manager  
Title: Secretary

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Little Rock, Arkansas this 14th day of July, 19 88.

[Redacted Signature]  
Signature of Sponsor's Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

# GRANT AGREEMENT

## FOR DEVELOPMENT PROJECT

### Part 1-Offer

Date of Offer: AUG 25 1989

Airport: Adams Field

Project No. 3-05-0035-18

Contract No. DOT FA 89 SW-8792

**TO:** The City of Little Rock, Arkansas acting by and through the Little Rock  
(herein referred to as the "Sponsor") Municipal Airport Commission

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated August 25, 1989, for a grant of Federal funds for a project for development of the Adams Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Completion of: Construction of runway for noise compatibility, which includes: Completion of final paving of Runway 4R/22L and associated taxiway system including pavement marking; install high intensity runway and medium intensity taxiway lighting; install guidance signs; construct perimeter road; install security fence; acquire land (fee simple title or other property interest satisfactory to the Administrator to Tracts 68, 69, and 70 as shown on property map Exhibit "A").

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 7,400,000.00.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the 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 determination of the United States share will be based upon the final audit 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.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1989 or such subsequent date as may be prescribed in writing by the FAA.

7. The property map referred to on Page 1 of this grant agreement is the property map, Exhibit "A", attached to the Application for Federal Assistance attached hereto.
8. The plans and specifications referred to on Page 1 of this grant agreement are the plans and specifications approved by the FAA on July 21, 1989.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

[Signature]  
\_\_\_\_\_  
(Title) Manager, Safety and Standards Branch

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 1<sup>st</sup> day of September, 19 89.

The City of Little Rock, Arkansas, acting by and through the Little Rock Municipal Airport Commission  
(Name of Sponsor)

(SEAL) By [Signature]  
(Sponsor's Designated Official Representative)

Title Airport Manager

Attest: [Signature]

Title: Secretary

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Hillary R. Clinton, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Little Rock, Arkansas this 1<sup>st</sup> day of September, 19 89.

[Signature]  
\_\_\_\_\_  
Signature of Sponsor's Attorney



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

Southwest Region  
Arkansas, Louisiana,  
New Mexico, Oklahoma,  
Texas

Fort Worth, Texas 76193-0000

DEC 28 1992

ORIGINAL

Mr. Robert M. Wilson, Chairman  
Little Rock Airport Commission  
Number 1 Airport Drive  
Little Rock, AR 72202

Dear Mr. Wilson:

Enclosed are the original and one copy of the Grant Offer for AIP Project No. 3-05-0035-25 at Adams Field. This Grant Offer is financed from Fiscal Year 1993 funds and must be accepted within thirty (30) days to be valid.

After the Grant Offer has been accepted by resolution of the governing body of the Sponsor, executed, and certified, please return the original to us. The copy is for the Sponsor's files.

Please ensure that the attorney reviews and dates his certification after the Sponsor's acceptance.

Sincerely,

Edward N. Agnew  
Manager, Arkansas/Louisiana Airport  
Development Office

Enclosures

- TOGETHER WE SUCCEED -

# GRANT AGREEMENT

## FOR DEVELOPMENT PROJECT

### PART 1-OFFER

---

Date of Offer: DEC 28 1992

Project No. 3-05-0035-25

Airport: Adams Field

Contract No. DOT FA 93 SW-8040

**TO:** City of Little Rock, Arkansas, acting by and through the Little Rock Municipal Airport Commission  
(herein referred to as the "Sponsor")

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

**WHEREAS,** the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated December 23, 1992, for a grant of Federal funds for a project for development of the Adams Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

**WHEREAS,** the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

**Relocate ILS and install MALSR on Runway 4R; Install approach lights on Runway 22L**

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, ninety (90) percentum of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

#### **Conditions**

1. The maximum obligation of the United States payable under this offer shall be \$2,684,145.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of which regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit 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.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor within 30 days or such subsequent date as may be prescribed in writing by the FAA.

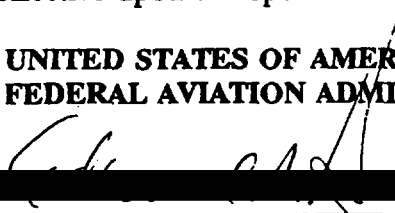

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, 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 judgement, 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.
8. 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 this Grant Agreement.
9. Unless otherwise approved by the FAA, the sponsor 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 special condition.
10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor by \$5,000 or five (5%) percent, whichever is greater, the grant amount can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the eligible project costs, FAA may increase the grant to cover the amount of overrun not to exceed the statutory fifteen (15%) percent limitation and will advise the sponsor by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.
11. If a letter of credit is to be used, the sponsor agrees to request cash drawdowns on the authorized letter of credit only as and 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.

12. The property map referred to on Page 1 of this Grant Agreement is the Property Map, Exhibit "A", attached to the Application for Federal Assistance attached to the Grant Agreement for Project No. 3-05-0035-23.
13. The plans and specifications referred to on Page 1 of this Grant Agreement are the plans and specifications approved by the FAA on December 21, 1992.
14. The sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
  - a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - b. Otherwise discriminate against bidders, offerors, contractors or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - c. Require any bidder, offeror, contractor or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
    1. become members of or affiliated with a labor organization; or
    2. pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision which would violate paragraphs a. through c. above in their contracts or subcontracts pertaining to the projects under this grant.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

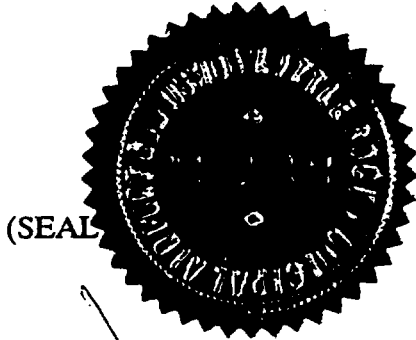
  
  
Manager, Arkansas/Louisiana ADO

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 11th day of January, 19 93.

City of Little Rock, Arkansas, acting by and through  
the Little Rock Municipal Airport Commission  
(Name of Sponsor)



By [Signature]  
(Sponsor's Designated Official Representative)

Title Chairman

Attest: [Signature]

Title: Asst. Manager - Administration

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, M. Jane Dickey, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Little Rock, Arkansas this 11th day of January, 19 93.

[Signature]  
Signature of Sponsor's Attorney

FEDERAL ASSISTANCE

12/23/92

1. TYPE OF SUBMISSION Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	3. DATE RECEIVED BY STATE N/A	State Application Identifier N/A
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. APPLICANT INFORMATION

Legal Name City of Little Rock	Organizational Unit Little Rock Municipal Airport Commission
Address (give city, county, state, and zip code) #1 Airport Drive Little Rock, AR 72202-4489	Name and telephone number of the person to be contacted on matters involving this application (give area code) James R. Rodgers, Manager [REDACTED]

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 7 1 - 6 0 3 8 1 6	7. TYPE OF APPLICANT: (enter appropriate letter in box) <input checked="" type="checkbox"/> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es). <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): _____	9. NAME OF FEDERAL AGENCY: Federal Aviation Administration Fort Worth, Texas

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 - 1 0 6	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Relocate ILS and Install MALSR on Runway 4R; Install Approach Lights on Runway 22L.
12. AREAS AFFECTED BY PROJECT (include county, parish, etc.): Little Rock Pulaski County, Arkansas	

12. PROPOSED PROJECT: Start Date: 12/92 Ending Date: 6/93	14. CONGRESSIONAL DISTRICTS OF: a. Applicant: 02 b. Project: 02
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13. ESTIMATED FUNDING:	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$ 2,684,145.00	a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE 7-22-92
b. Applicant \$ 298,239.00	b. NO <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372
c. State \$ .00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local \$ .00	
e. Other \$ .00	
f. Program Income \$ .00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes * If "Yes," attach an explanation <input checked="" type="checkbox"/> No
g. TOTAL \$ 2,982,384.00	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative James R. Rodgers	b. Title Manager	c. Telephone number [REDACTED]
d. Signature of Authorized Representative [REDACTED]	e. Date Signed 12/23/92	

Previous Editions Not Usable

Standard Form 224 (REV. 1/81)  
Prescribed by GSA Circular 110



PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1.  
 Does this assistance request require State, local, regional, or other priority rating?  Yes  No  
 Name of Governing Body \_\_\_\_\_  
 Priority Rating \_\_\_\_\_

Item 2.  
 Does this assistance request require State, or local advisory, educational or health clearances?  Yes  No (Attach Documentation)  
 Name of Agency or Board \_\_\_\_\_

Item 3.  
 Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?  Yes  No  
 (Attach Comments)  
 Preapplication was previously submitted to the State Clearinghouse in compliance with Executive Order 12372 "Intergovernmental Review of Federal Programs"

Item 4.  
 Does this assistance request require State, local, regional or other planning approval?  Yes  No  
 Name of Approving Agency \_\_\_\_\_  
 Date \_\_\_\_\_

Item 5.  
 Is the proposed project covered by an approved comprehensive plan?  Yes  No  
 Check one: State   
 Local   
 Regional   
 Location of plan \_\_\_\_\_

Item 6.  
 Will the assistance requested serve a Federal installation?  Yes  No  
 Name of Federal Installation \_\_\_\_\_  
 Federal Population benefiting from Project \_\_\_\_\_

Item 7.  
 Will the assistance requested be on Federal land or installation?  Yes  No  
 Name of Federal Installation \_\_\_\_\_  
 Location of Federal Land \_\_\_\_\_  
 Percent of Project \_\_\_\_\_

Item 8.  
 Will the assistance requested have an impact or effect on the environment?  Yes  No  
 See instruction for additional information to be provided.

Item 9.  
 Will the assistance requested cause the displacement of individuals families, businesses, or farms?  Yes  No  
 Number of:  
 Individuals \_\_\_\_\_  
 Families \_\_\_\_\_  
 Businesses \_\_\_\_\_  
 Farms \_\_\_\_\_

Item 10.  
 Is there other related Federal assistance on this project previous, pending, or anticipated?  Yes  No  
 See instructions for additional information to be provided.

PART II - SECTION C (SECTION B OMITTED)

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Airport is located within the City limits of Little Rock. Proposed zoning changes of the property surrounding the Airport would be reviewed by the City Planning Commission. The City Planning Commission and the Airport Commission will exercise their authority to prevent non-compatible land use.

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

None

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

None

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the ~~property~~ property map designated as Exhibit "A"

Fee Simple Title approved under previous projects. Status of title has not changes since approved:  
Areas 1 through 71; 32A; 48A; 53A & 61A;  
Areas 139 - Currently being acquired under AIP "20"  
Avigation Easement to: Areas 15, 18, 19 & 21

Areas currently being acquired under AIP "23":  
Areas 72 through 85  
Areas 85A through 95  
Area 97  
Areas 101 through 107  
Areas 109 through 134  
Area 136 and Area 138

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

## PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The following sites will be purchased for construction of marker sites and transferred, fee simple, to Southwest Region, Federal Aviation Administration, Fort Worth, Texas:

Site MM - Middle Marker Site  
Site OM - Outer Marker Site

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No . . . . . 20.106
2. Functional or Other Breakout . . . . . \_\_\_\_\_

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment (+ or -)	
1. Administration expense	\$	\$	\$ 5,000.
2. Preliminary expense			
3. Land, structures, right-of-way			10,000.
4. Architectural engineering basic fees			266,605.
5. Other architectural engineering fees			
6. Project inspection fees			126,326.
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,474,453.
12. <del>Relocation</del> ILS Relocation (Reimb. Agreement)			100,000.
13. Miscellaneous			
14. Total (Lines 1 through 13)			2,982,384.
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,982,384.
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			2,982,384.
20. Federal Share requested of Line 19			2,684,145.
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			2,684,145.
23. Grantee share			298,239.
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 2,982,384.

**SECTION C - EXCLUSIONS**

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a	\$	\$
b		
c		
d		
e		
f		
g. Totals	\$	\$

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

27. Grantee Share	\$ 298,239.
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain) Airport Construction Fund	298,239.
h. TOTAL - Grantee share	298,239.
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 298,239.

**SECTION E - REMARKS**

1. Exhibit "A" Property Map, previously submitted.
2. Title V Assurances

**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

PART V  
ASSURANCES  
AIRPORT SPONSORS

**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 to airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or the Aviation Safety and Noise Abatement Act of 1979. As used herein, the term public agency sponsor means a public agency with control of a public-use airport; the term private sponsor owner of a public-use airport; and the term sponsor includes public 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 assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
2. **Airport Development or Noise Compatibility Program 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 facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than 10 years from the date of the 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, 34, and 36 in Section C 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. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act of 1938 - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>1</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq.<sup>1</sup> and <sup>2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469C.<sup>1</sup>
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- n. Airport and Airway Improvement Act of 1982, as amended - 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.<sup>1</sup>
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- q. Copeland Antikickback Act - 18 U.S.C. 874.<sup>1</sup>
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq.<sup>1</sup>
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>1</sup>
- u. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- v. Aviation Safety and Capacity Expansion Act of 1990.

**Executive Orders**

- Executive Order 12372 - Intergovernmental Review of Federal Programs  
Executive Order 11246 - Equal Employment Opportunity<sup>3</sup>

**Federal Regulations**

- a. 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.<sup>3</sup>
- b. 49 CFR Part 20 - Restrictions on Lobbying.

- c. 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.
- d. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- e. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Regulation for Federal and Federally assisted Programs.<sup>1 and 2</sup>
- f. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- g. 49 CFR Part 29 - Debarments Suspensions and Voluntary Exclusions.
- h. 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.
- i. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 - Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.<sup>1</sup>
- k. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.<sup>1</sup>
- l. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).<sup>1</sup>
- m. 14 CFR Part 150 - Airport Noise Compatibility Planning.

**Office of Management and Budget Circulars (OMB).**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.<sup>2</sup>
- b. A-128 - Audits of State and Local Governments.<sup>2</sup>  
  - <sup>1</sup>These laws do not apply to airport planning sponsors.
  - <sup>2</sup>These laws do not apply to private sponsors.
  - <sup>3</sup>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 the Airport and Airway Improvement Act of 1982, as amended.

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 the 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 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 the Airport and Airway Improvement Act of 1982 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 noncompliance 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 noncompliance 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 ensure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall ensure that such arrangement also requires compliance therewith.
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. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.
  7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
  8. **Consultation with Users.** In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which the 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 the 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. **Local Approval.** In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.
  12. **Terminal Development Prerequisites.** For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under Section 612 of the Federal Aviation Act of 1958 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 or deplaning from aircraft other than air carrier aircraft.
  13. **Accounting System, Audit, and Recordkeeping 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 and 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 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. **Veterans Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. 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 by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation 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 with 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 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. 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 nonaeronautical purposes must first be approved by the Secretary. 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.
- In furtherance of this assurance, the sponsor will have in effect at all times 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, including the adoption of zoning laws, to the extent reasonable, 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 the 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 its airport available as an airport for public-use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.
  - 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 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 fair, equal, and not unjustly discriminatory basis to all users thereof, and
    - (2) charge fair, 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 any airport owned by the sponsor 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 which 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 classifications 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 contractors or concessionaires of the sponsor under these provisions.
  - h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - 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 persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of 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, or at any other airport now owned or controlled by it, 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 the Airport and Airway Improvement Act of 1982.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure consistent with Assurances 22 and 23, for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning, or noise compatibility project for which a grant is made under 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 base in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenues.** If the airport is under the control of a public agency, 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 directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that 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.
26. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. A report of the airport budget will be available to the public at reasonable times and places. For airport development projects, it will also 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. For noise compatibility program projects, it will also 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.
27. **Use of 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 movements 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; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan 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 in 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 its 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.

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, when the land is no longer needed for such purposes, dispose of such land 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 the cost acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. (1) For land purchased under a grant for airport development (other than noise compatibility) purposes, 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, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no such eligible project exists.
- (2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zone) or serves as noise buffer land, and (b) 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 the Federal agency making such grant before December 1, 1987, was notified by the operator or owner of the use of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced not later than December 15, 1989.
- c. Disposition of such land under (a) or (b) 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 associated with the operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or subcontract 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 Restriction.** 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 each 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 advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects, dated February 26, 1992, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
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 Subparts 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. **Drug-Free Workplace.** It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its 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 its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employees assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.

**CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS**

Effective Date: February 26, 1992

NUMBER	SUBJECT
70/7460-1G	Obstruction Marking and Lighting
150/5100-14B	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
CHG 1	
150/5200-30	Airport Winter Safety and Operations
CHG 1 & 2	
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue and Firefighting Station Building Design
150/5220-4A	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10	Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks
CHG 1 & 2	
150/5220-11	Airport Snowblower Specification Guide
150/5220-12	Airport Snowsweeper Specification Guide
150/5220-13A	Runway Surface Condition Sensor Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-15	Buildings for Storage and Maintenance of Airport Snow Removal and Ice Control Equipment: A Guide
150/5220-16	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17	Design Standards for Aircraft Rescue Fire-fighting Training Facilities
150/5300-13	Airport Design
150/5320-5B	Airport Drainage
150/5320-6C	Airport Pavement Design and Evaluation
CHG 1 & 2	
150/5320-12A	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4A	Runway length Requirements for Airport Design
CHG 1	
150/5340-1F	Marking of Paved Areas on Airports
150/5340-4C	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
CHG 1 & 2	
150/5340-5B	Segmented Circle Airport Marker System
CHG 1	
150/5340-14B	Economy Approach Lighting Aids
CHG 1 & 2	
150/5340-17B	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18C	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23B	Supplemental Wind Cones
150/5340-24	Runway and Taxiway Edge Lighting System
CHG 1	
150/5340-27A	Air-To-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L-821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
CHG 1	
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B	Specifications for L-823 Plug and Receptacle, Cable Connectors
CHG 1 & 2	
150/5345-27C	Specification for Wind Cones Assemblies
150/5345-28D	Precision Approach Path Indicator (PAPI) Systems /
150/5345-39B	FAA Specification L-853, Runway and Taxiway Centerline Retroreflective Markers
CHG 1	
150/5345-42C	Specification for Airport Light Base, Transformer Housings, Junction Boxes and Accessories,
150/5345-43D	Specification for Obstruction Lighting Equipment
150/5345-44D	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L-854, Radio Control Equipment
150/5345-50	Specification for Portable Runway Lights
CHG 1	
150/5345-51	Specification for Discharge-Type Flasher Equipment
CHG 1	
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12	Airport Signing and Graphics
150/5360-13	Planning and Design Guidance for Airport Terminal Facilities at Non-Hub Locations
150/5370-2C	Operational Safety on Airports During Construction

**CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS**  
(Continued)

<b>NUMBER</b>	<b>SUBJECT</b>
150/5370-6B	Construction Progress and Inspection Report-Airport Grant Program
150/5370-10A	Standards for Specifying Construction of Airports
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
CHG 1	
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-2	Heliport Design
150/5390-3	Vertiport Design



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS  
POST OFFICE BOX 867  
LITTLE ROCK, ARKANSAS 72203-0867

June 7, 1993

Construction-Operations Division  
Regulatory Branch

STANDARD PERMIT ID NO. 00557-5

Mr. James R. Rodgers  
Little Rock Municipal Airport Commission  
No. 1 Airport Drive  
Little Rock, Arkansas 72202

Dear Mr. Rodgers:

Under authority of Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403) and Section 404 of the Clean Water Act (33 U.S. Code 1344), enclosed is Standard Permit ID No. 00557-5. The permit authorizes the placement of fill material and structures below the ordinary high-water mark of the Arkansas River and Fourche Creek to construct two instrument landing light systems in front of Runways 4R and 22L. The project is located opposite Arkansas River navigation mile 114.5, right bank, and at Fourche Creek mile 2.0.

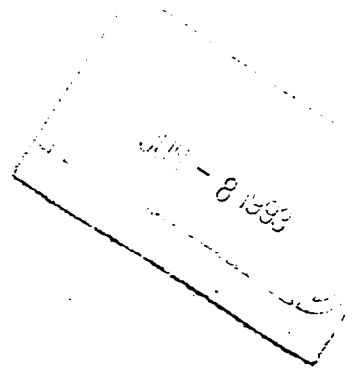
The facility shall be constructed and maintained as described in the permit. If any changes are made in the facility design, you are required by law to submit revised plans to the District Engineer for approval before construction of the change is begun.

It is your responsibility and extremely important that you, your employees, agents, and contractors understand and comply with all of the conditions of the permit. Please bring the permit to the attention of all personnel involved in this operation and make them continuously aware of the permit conditions and the specific structures authorized by the permit. This understanding is especially important since the original project designs, submitted with the permit application, are considerably different than what is authorized by the permit.

Your facilities are located on property over which the Government has acquired a flowage easement. The enclosed Consent to Easement authorizes your construction on the easements.


CCBY

"25"  
Contracts



The enclosed "Marking of Structures on the Western Rivers" is furnished so that you may contact the United States Coast Guard for recommendations regarding display of lights and other signals for the protection of maritime navigation.

Sincerely,

A black rectangular redaction box covers the signature of David R. Ruf. Below the box, the handwritten signature "David R. Ruf" is visible.

David R. Ruf  
Colonel, Corps of Engineers  
District Engineer

Enclosures

CERTIFIED MAIL - RETURN RECEIPT REQUESTED



DEPARTMENT OF THE ARMY PERMIT

COPY

Permittee: Little Rock Airport Commission

Permit No.: 00557-5

Issuing Office: Department of the Army  
Little Rock District  
P.O. Box 867  
Little Rock, Arkansas 72203-0867

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** The placement of two 20-foot diameter sheet pile structures, two 3-pipe pile structures, and 12 H-piles with rock around the bases in the Arkansas River to support an instrument landing light system in front of Runway 22L. The sheet pile structures will be filled with about 1,540 cubic yards of 4-inch minus river rock (B-stone). Both structure types will be surrounded with large rock on the river bottom to prevent scour. This rock blanket will be about 4 feet thick and 10-20 feet wide depending on structure type. This blanket will contain about 3,110 cubic yards of rock. The 12 H-piles will be surrounded with about 1,170 cubic yards of large rock. An elevated catwalk will extend to the end of the light system to provide access for maintenance purposes.

On the southeast end of Runway 4R, two 4-pile, light system support structures will be placed below the ordinary high-water mark of Fourche Creek. These structures will support aircraft landing lights and catwalks for maintenance purposes. An aerial powerline will cross the creek between the towers. About 50 cubic yards of rock would be placed along the banks of Fourche Creek to prevent erosion.

The details of the project are shown on the enclosed drawings, 9 sheets, dated May 1993.

**Project Location:** The project is located at Arkansas River navigation mile 114.5, right bank, and Fourche Creek mile 2.0, in the City of Little Rock, Pulaski County, Arkansas.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **December 31, 1996**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. If an erosion problem occurs as a result of the structures placed in Fourche Creek, you shall be responsible for all necessary work to restore the pre-project contours of the channel and all future work to insure the stabilization of the bank near the structures.
2. You shall maintain a clean and attractive appearance of the permit area.

3. You shall take precautions in the handling or storage of fuels or other hazardous materials to prevent discharges or spillages that would result in degradation of the water quality.

4. All construction debris shall be disposed of on upland areas in such a manner as to prevent it from entering the waterway.

5. All areas along the bank which are disturbed or newly created by the construction or construction equipment, shall be seeded, replanted, or given some other type of equivalent protection against subsequent erosion.

6. All lights located at the end of Runway 22L shall be positioned or shielded so they do not interfere with the night vision of boat pilots on the Arkansas River.

7. If necessary, you shall re-route or raise the powerline over Fourche Creek to allow sufficient clearance for boat traffic, as prescribed by the District Engineer.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).

Section 404 of the Clean Water Act (33 U.S. Code 1344).

Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).


c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally

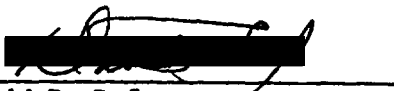
give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
\_\_\_\_\_  
(PERMITTEE)

June 1, 1993  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

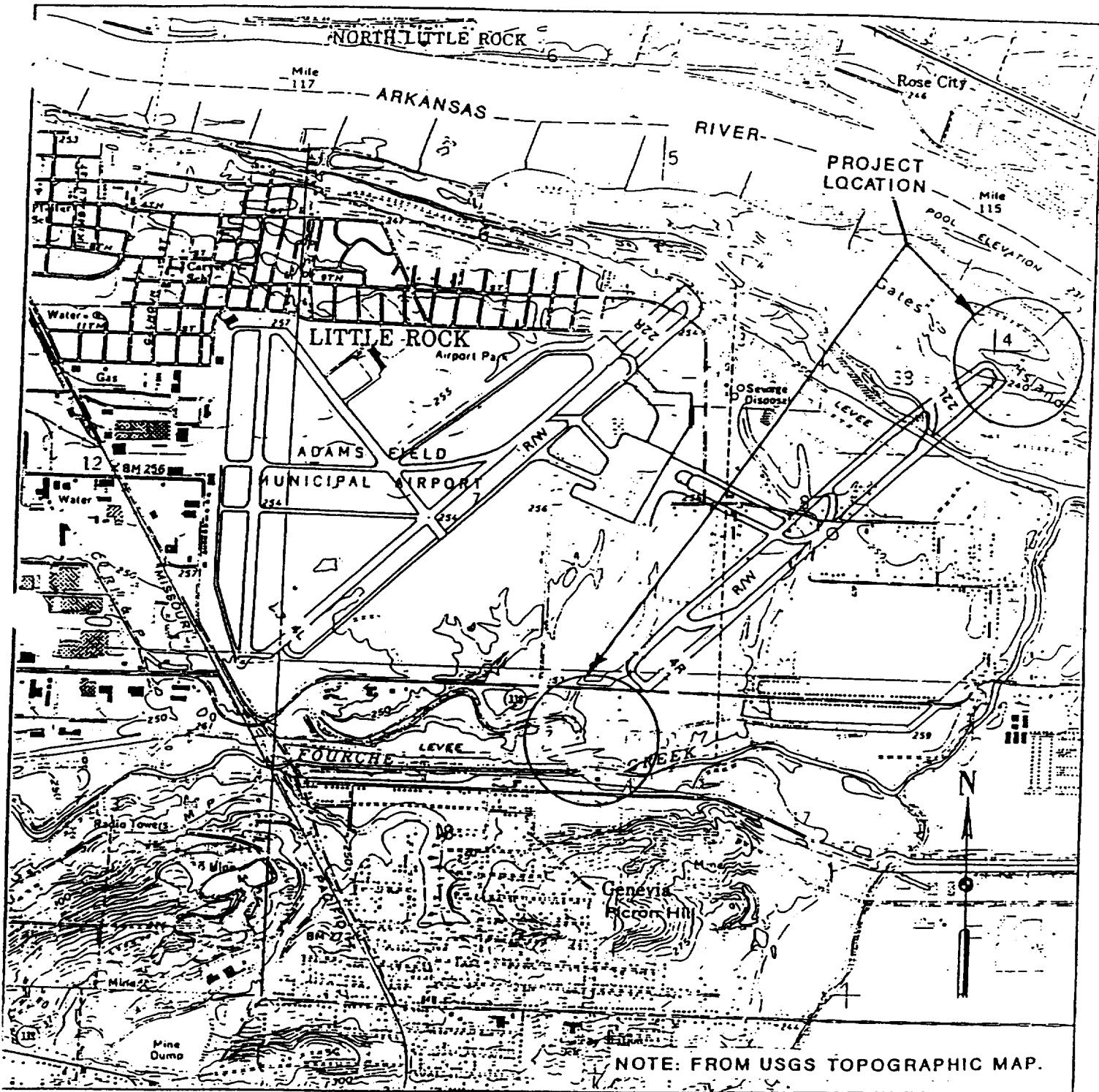
  
\_\_\_\_\_  
David R. Ruf  
Colonel, Corps of Engineers  
District Engineer

7 June 1993  
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE)

\_\_\_\_\_  
(DATE)



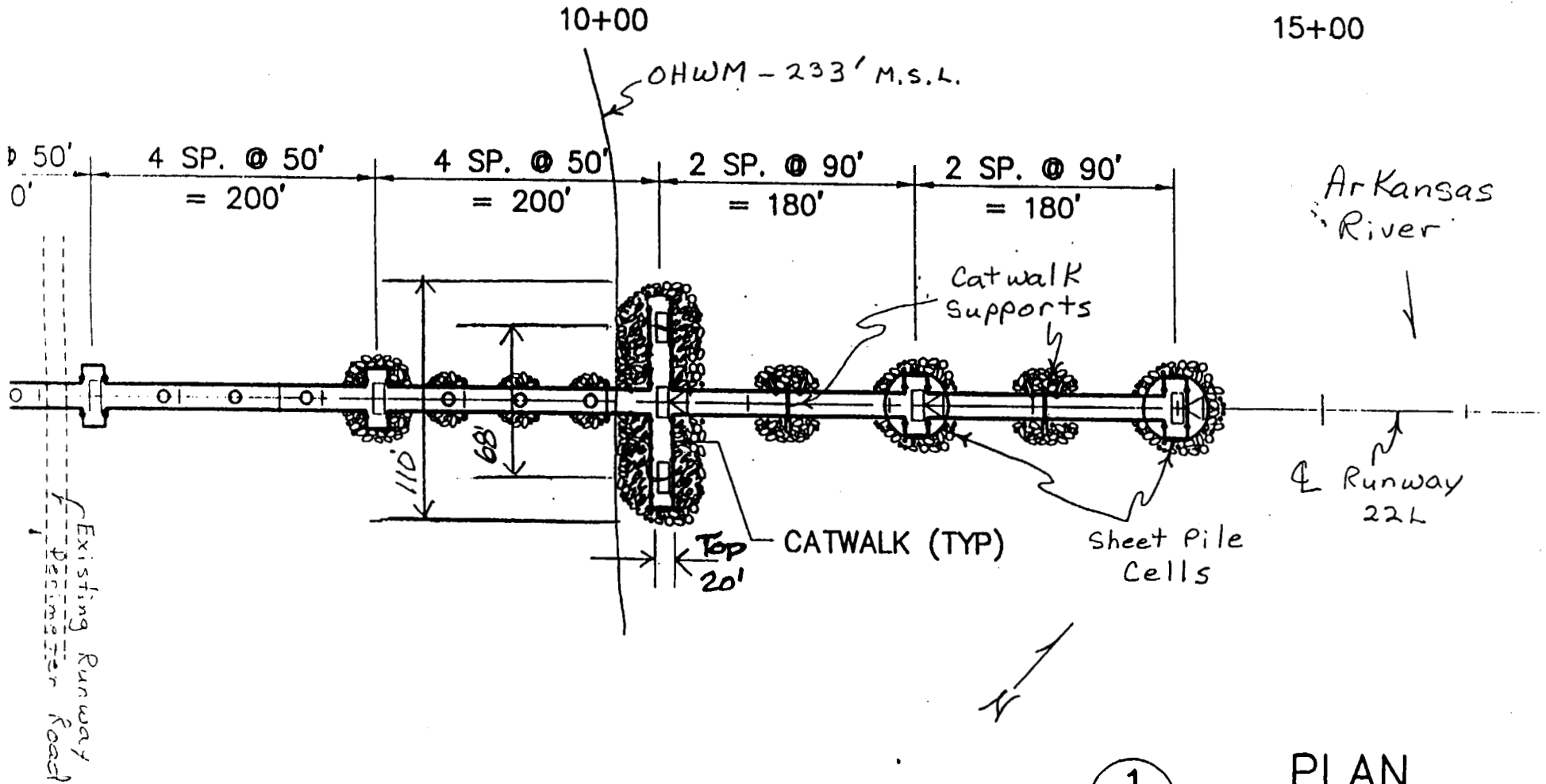
**VICINITY**

2000 0

SCALE: 1

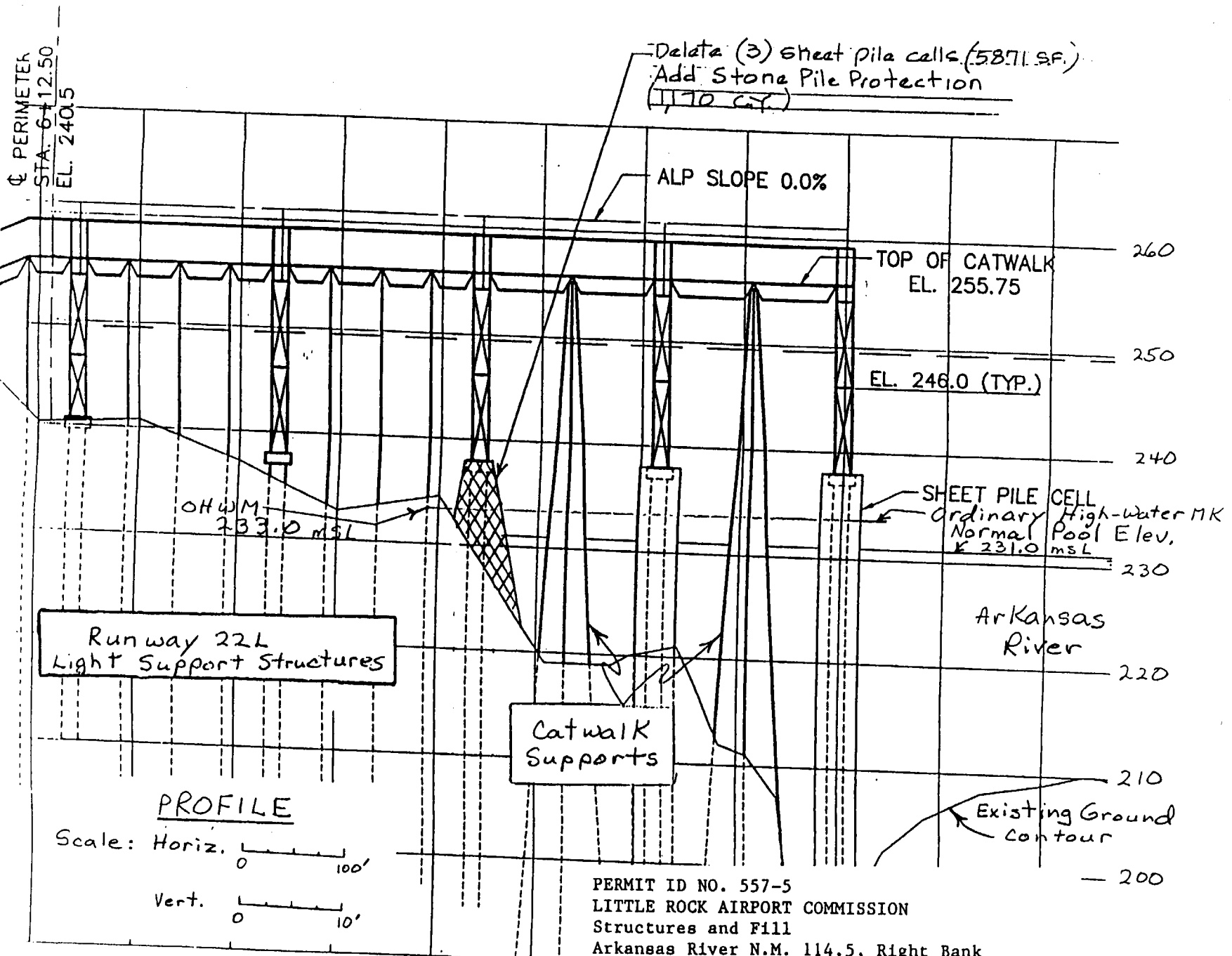
LITTLE ROCK AIRPORT COMMISSION  
NO. 1 AIRPORT

PERMIT ID NO. 557-5  
LITTLE ROCK AIRPORT COMMISSION  
Structures and Fill  
Arkansas River N.M. 114.5 Right Bank  
Fourche Creek mile 2.0  
Pulaski County, Arkansas  
MAY 1993



1
PLAN  
SCALE: 1"=100'

PERMIT ID NO. 557-5  
 LITTLE ROCK AIRPORT COMMISSION  
 Structures and Fill  
 Arkansas River N.M. 114.5, Right Bank  
 Pulaski County, Arkansas  
 MAY 1993 SHEET 2 of 9



◊ PERIMETER  
 STA. 6+12.50  
 EL. 240.5

Delete (3) sheet pile cells (5871 SF.)  
 Add Stone Pile Protection  
 (170 CY)

ALP SLOPE 0.0%

TOP OF CATWALK  
 EL. 255.75

EL. 246.0 (TYP.)

OHWM 233.0 msl

SHEET PILE CELL  
 Ordinary Pool Elev. 231.0 msl  
 High-water MK

Runway 22L  
Light Support Structures

Catwalk  
Supports

Arkansas  
River

Existing Ground  
Contour

PROFILE

Scale: Horiz. 0 100'  
 Vert. 0 10'

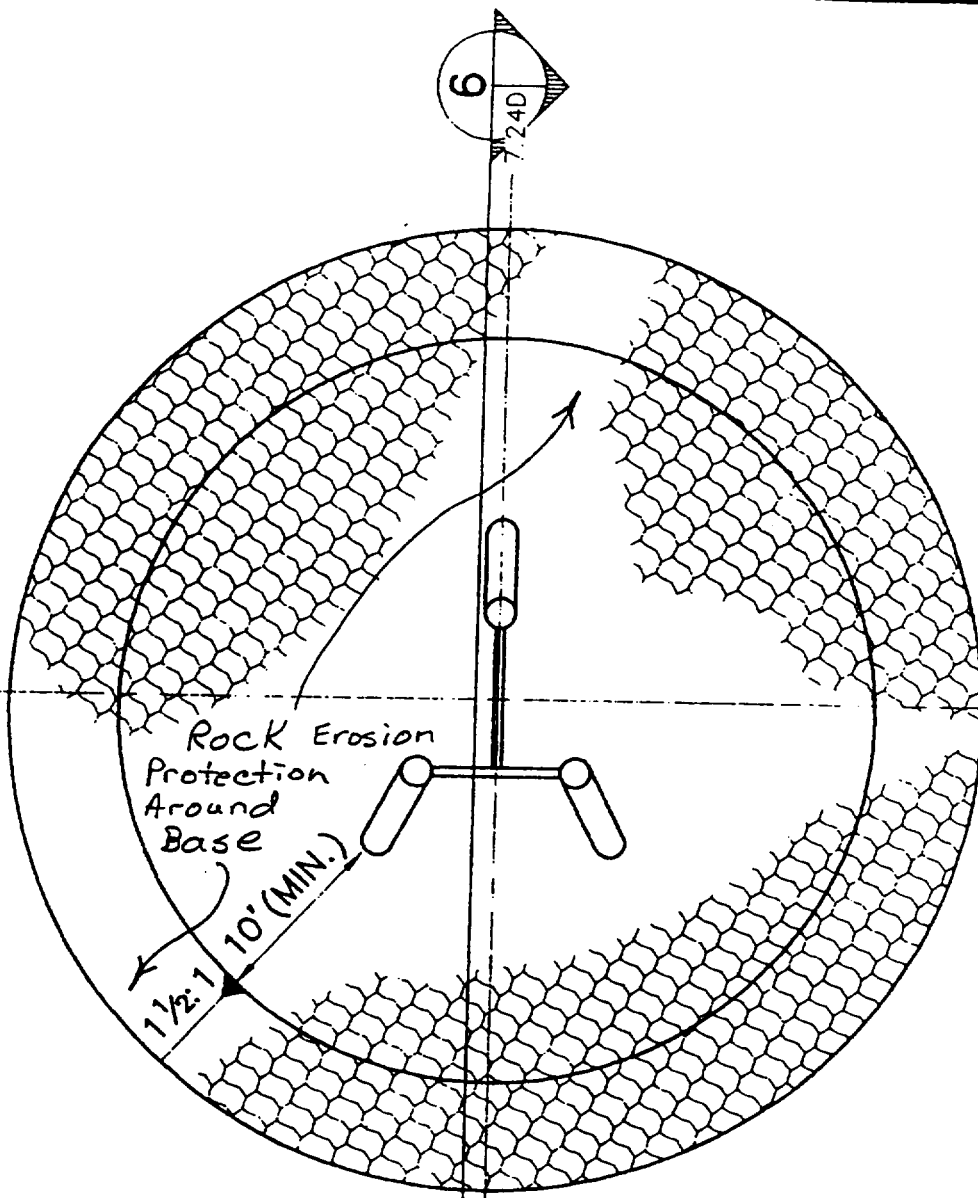
PERMIT ID NO. 557-5  
 LITTLE ROCK AIRPORT COMMISSION  
 Structures and Fill  
 Arkansas River N.M. 114.5, Right Bank  
 Pulaski County, Arkansas  
 MAY 1993

SHEET 3 of 9

- 190  
 m.s.l.



☉ RUNWAY  
22L



Rock Erosion  
Protection  
Around  
Base

1 1/2:1  
10' (MIN.)

6  
7 24D

PERMIT ID NO. 557-5  
LITTLE ROCK AIRPORT COMMISSION  
Structures and Fill  
Arkansas River N.M. 114.5, Right Bank  
Pulaski County, Arkansas  
MAY 1993

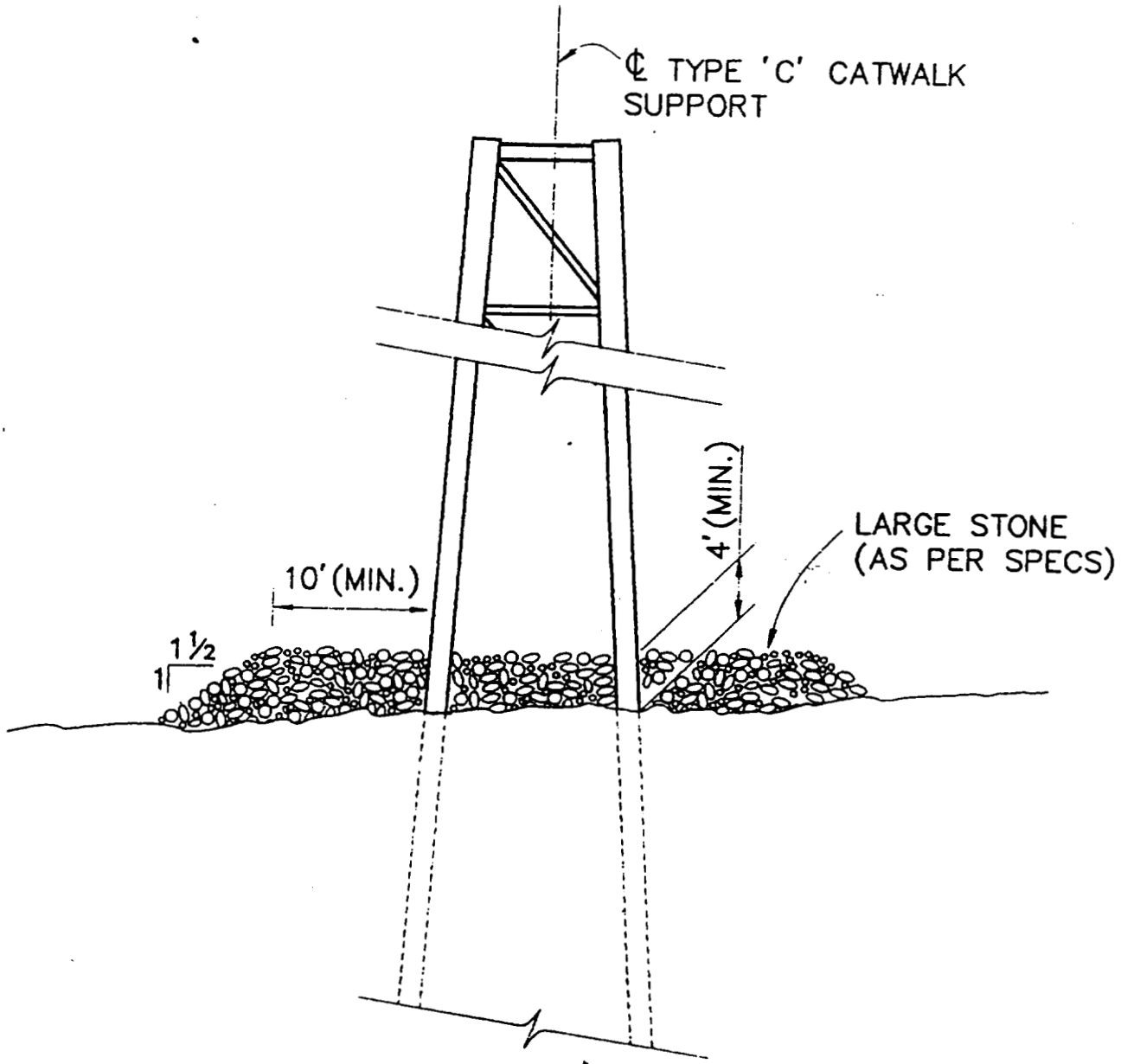
SHEET 4 of 9

STA. 11+27.63  
STA. 13+07.63

5  
7 24D

PLAN - Catwalk support

SCALE: 1" = 10'



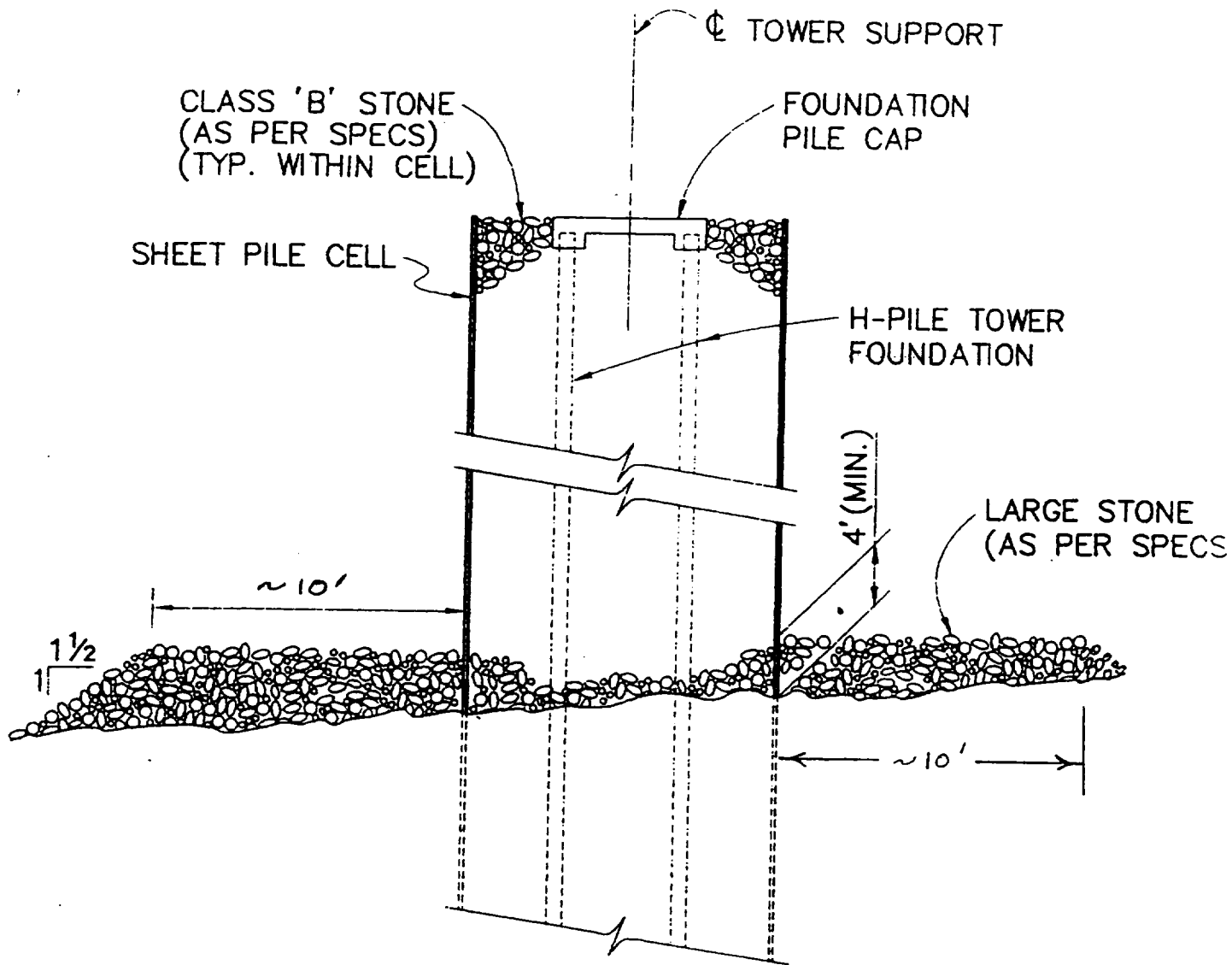
6  
 7.240

SECTION — Catwalk support

SCALE: 1" = 10'

PERMIT ID NO. 557-5  
 LITTLE ROCK AIRPORT COMMISSION  
 Structures and Fill  
 Arkansas River N.M. 114.5, Right Bank  
 Pulaski County, Arkansas  
 MAY 1993

SHEET 5 of 9



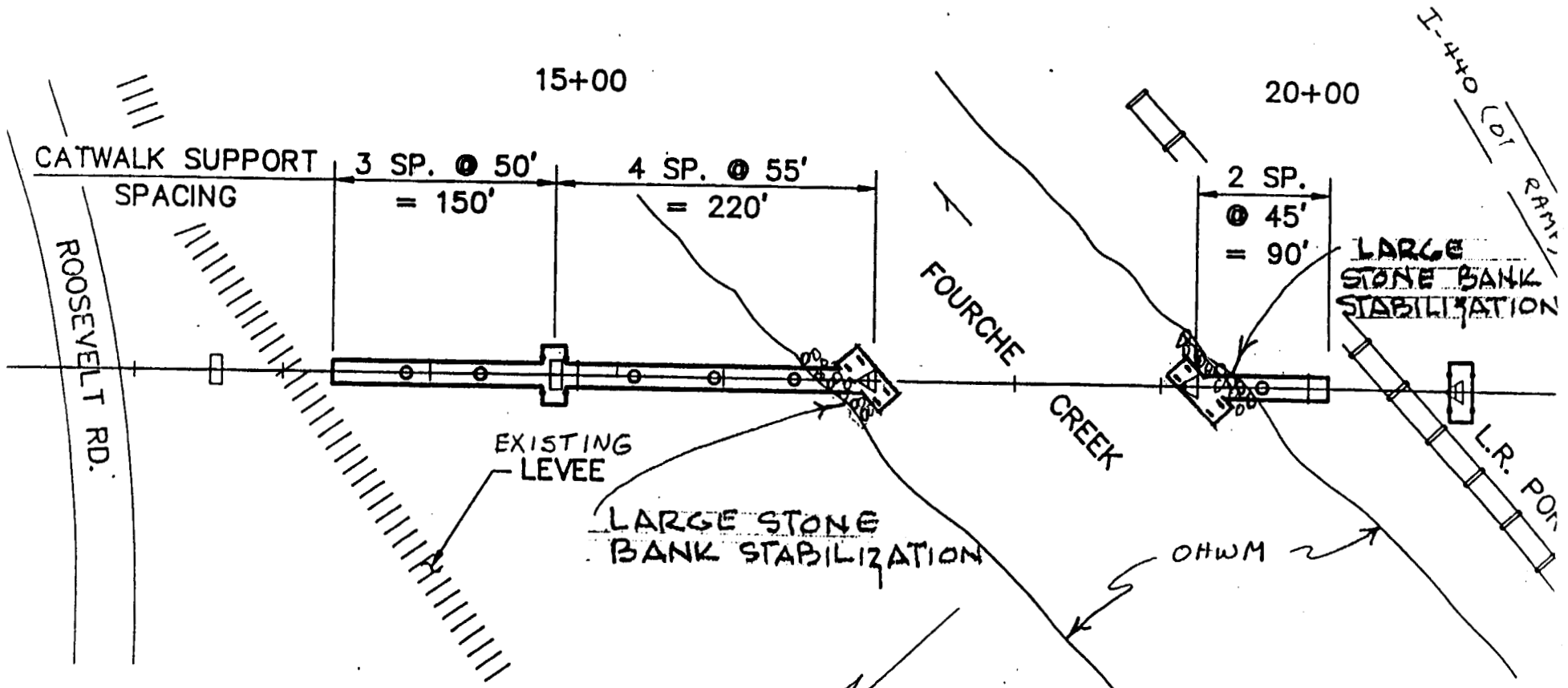
SHEET PILE CELL  
SECTION

2  
7.240

SCALE: 1" = 10'

PERMIT ID NO. 557-5  
LITTLE ROCK AIRPORT COMMISSION  
Structures and Fill  
Arkansas River N.M. 114.5, Right Bank  
Pulaski County, Arkansas  
MAY 1993

SHEET 6 of 7

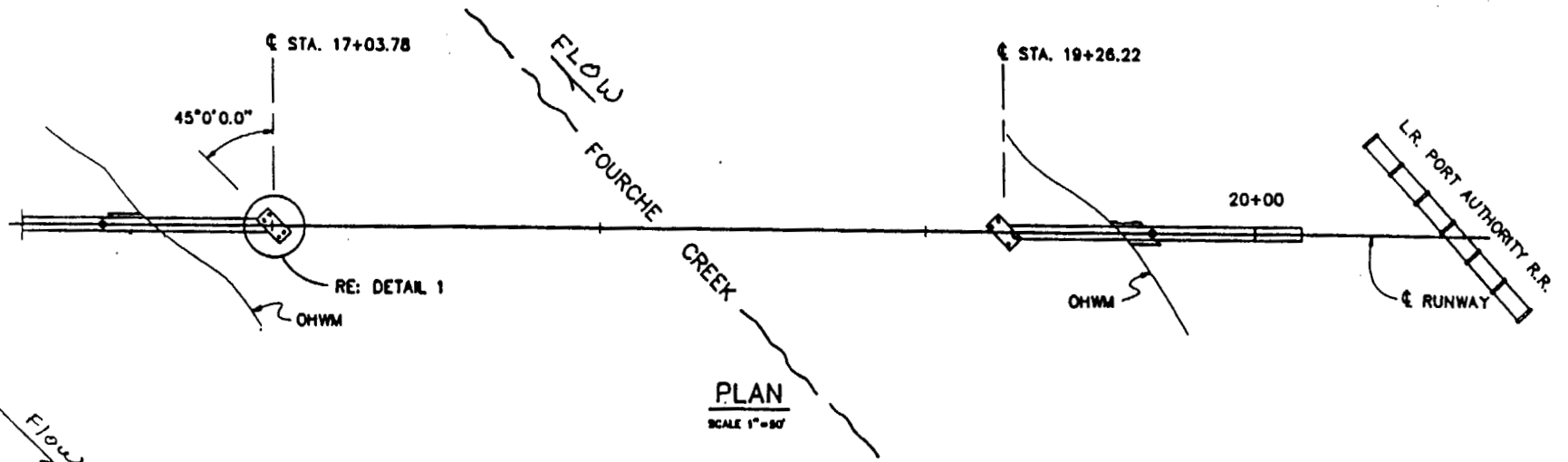


1  
6.20

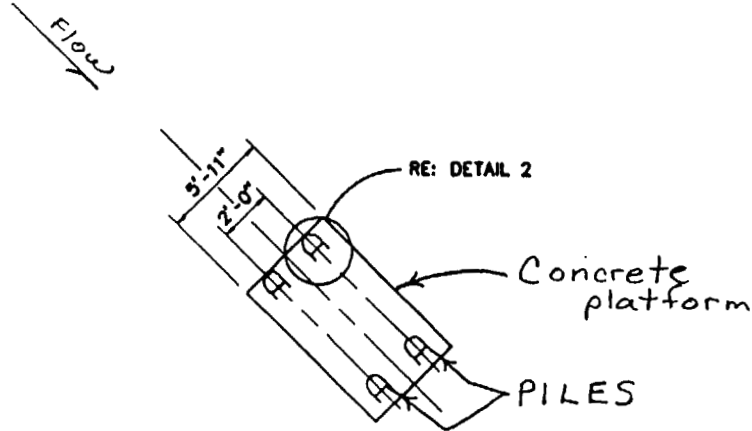
PLAN

SCALE: 1"=100'

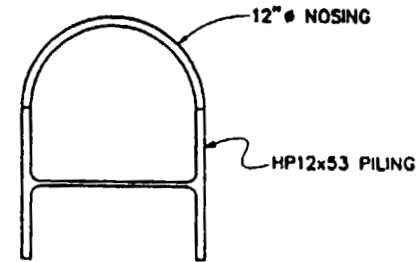
PERMIT ID NO. 557-5  
 LITTLE ROCK AIRPORT COMMISSION  
 Structures and Fill  
 Fourche Creek mile 2.0  
 Pulaski County, Arkansas  
 MAY 1993



**PLAN**  
SCALE 1"=50'




**1** **DETAIL (FOUNDATION)**  
SCALE 1"=10'-0"

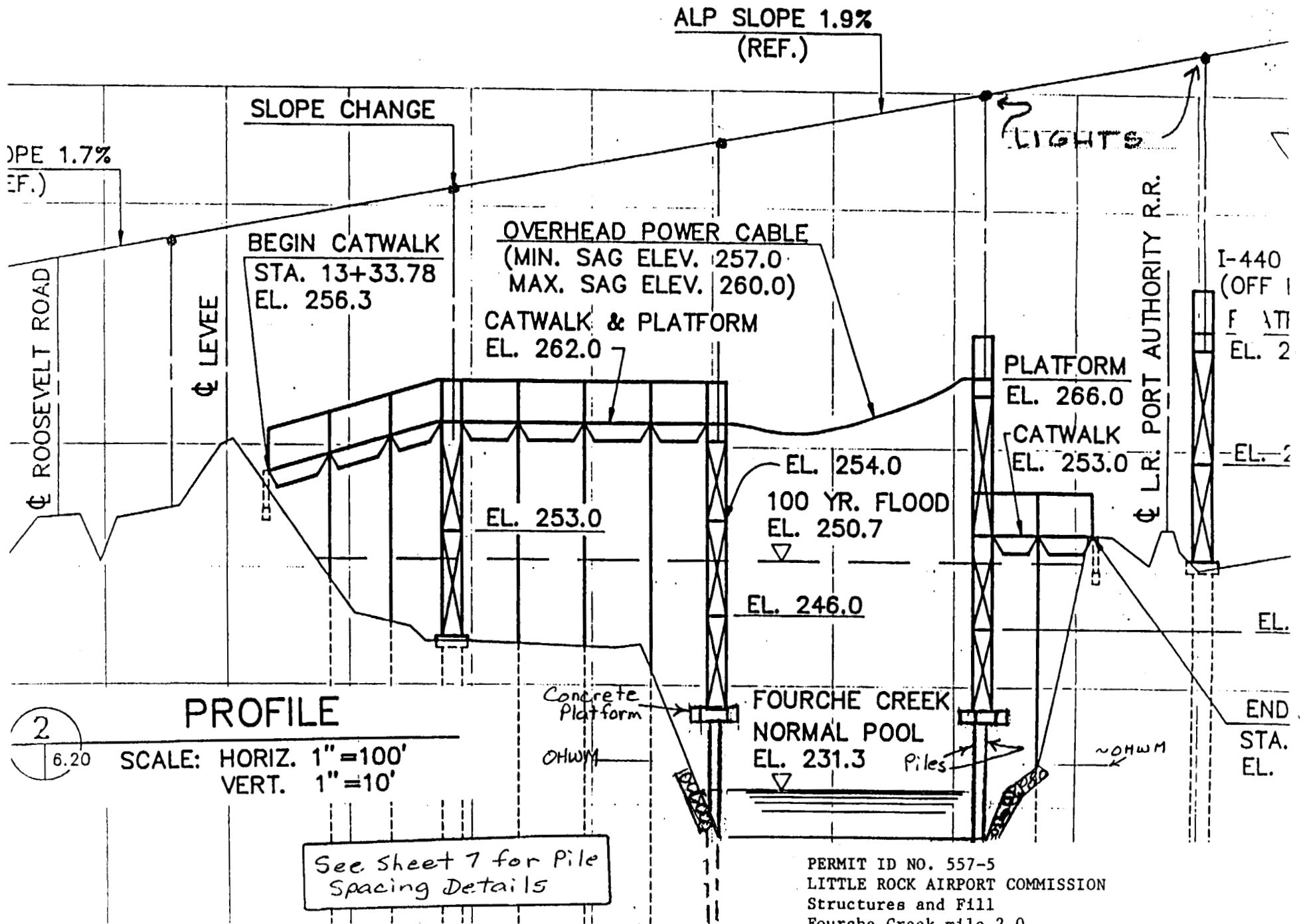


**2** **PILE DETAIL**  
SCALE 1"=1'-0"

PERMIT ID NO. 557-5  
LITTLE ROCK AIRPORT COMMISSION  
Structures and Fill  
Fourche Creek mile 2.0  
Pulaski County, Arkansas  
MAY 1993

SHEET 8 of 9

<b>RUNWAY 4R - LIGHT SYSTEM</b> <b>FOURCHE CREEK TOWERS</b>		IMPROVEMENTS TO LITTLE ROCK REGIONAL AIRPORT ADAMS FIELD
SCALE: 1"=50' HORIZONTAL 		APPLICATION BY: GRIMES CONSULTING ENGINEERS
LITTLE ROCK REGIONAL AIRPORT COMMISSION NO. 1 AIRPORT DRIVE LITTLE ROCK, ARKANSAS 72203		DATE: MAY 11, 1993



COPY

DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
LITTLE ROCK DISTRICT

Project: David D. Terry Lock  
and Dam, McClellan-Kerr  
Arkansas River  
Navigation System  
Tract No. 323E and 519E-1

CONSENT TO EASEMENT STRUCTURES

WHEREAS, the Government has acquired a perpetual easement and right to flood Tract No. 323E by virtue of Declaration of Taking, Civil Action No. LR-68-C-243, filed on November 26, 1968, in the U.S. District Court, Eastern District of Arkansas, Western Division, and acquired a perpetual easement and right to flood Tract No. 519E-1 by virtue of Easement Deed, dated March 19, 1968, and recorded on March 21, 1968, Book 1028, page 87, of the deed records of Pulaski County, Arkansas; and

WHEREAS, said flowage easement grants to the Government the right of prior approval of any structure to be located within the easement area, and said area is under the administrative control of the Little Rock District, Corps of Engineers; and

WHEREAS, Little Rock Municipal Airport Commission, No. 1 Airport Drive, Little Rock, Arkansas 72202, has acquired, or is in the process of acquiring from the landowner, an interest in the land for construction and maintenance of a light system at the location shown in red on Exhibit "A" attached hereto and made a part hereof; and

CONSENT TO EASEMENT STRUCTURES (CON.)

WHEREAS, Little Rock Municipal Airport Commission shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the premises are located,

NOW, THEREFORE, consent of the Government is hereby given for the construction and maintenance of a light system at the location shown in red on said exhibit.

THAT, within the limits of their respective legal powers, the parties hereto shall protect the project against pollution of its water. The grantee shall comply promptly with any regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state, interstate or local government water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, state, interstate or local governmental agency are hereby made a condition of this instrument.



CONSENT TO EASEMENT STRUCTURES

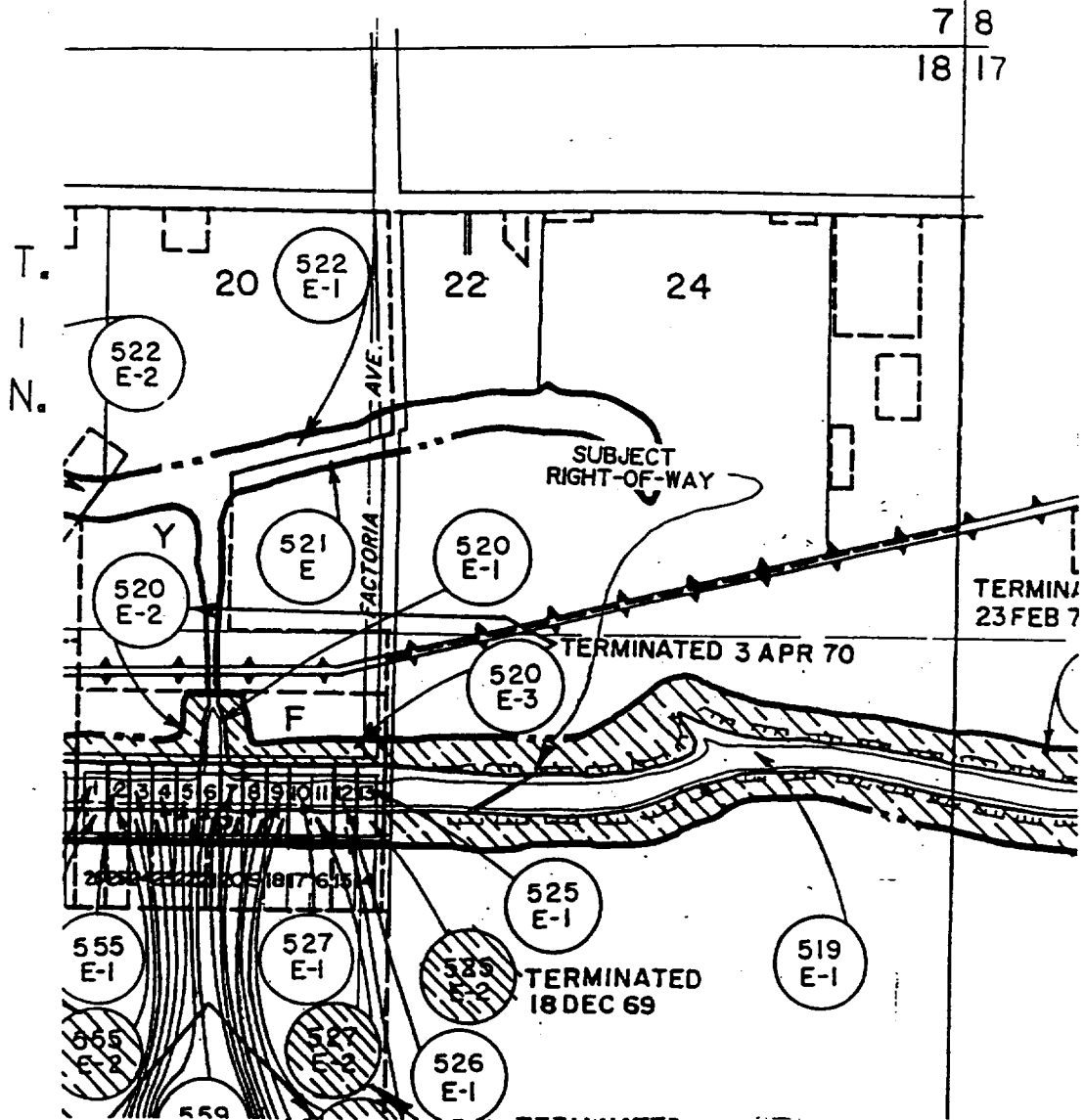
PROVIDED, HOWEVER, that this Consent is subject to the right of the United States to flood said area as may be necessary for the operation and maintenance of David D. Terry Lock and Dam, McClellan-Kerr Arkansas River Navigation System.

DATED this 2nd day of March 1993.



  
  
BILLY G. CABE  
Chief, Real Estate Division

R. II W.

7 8  
18 17



LEGEND:

-  SUBJECT RIGHT-OF-WAY
-  EASEMENT LINE

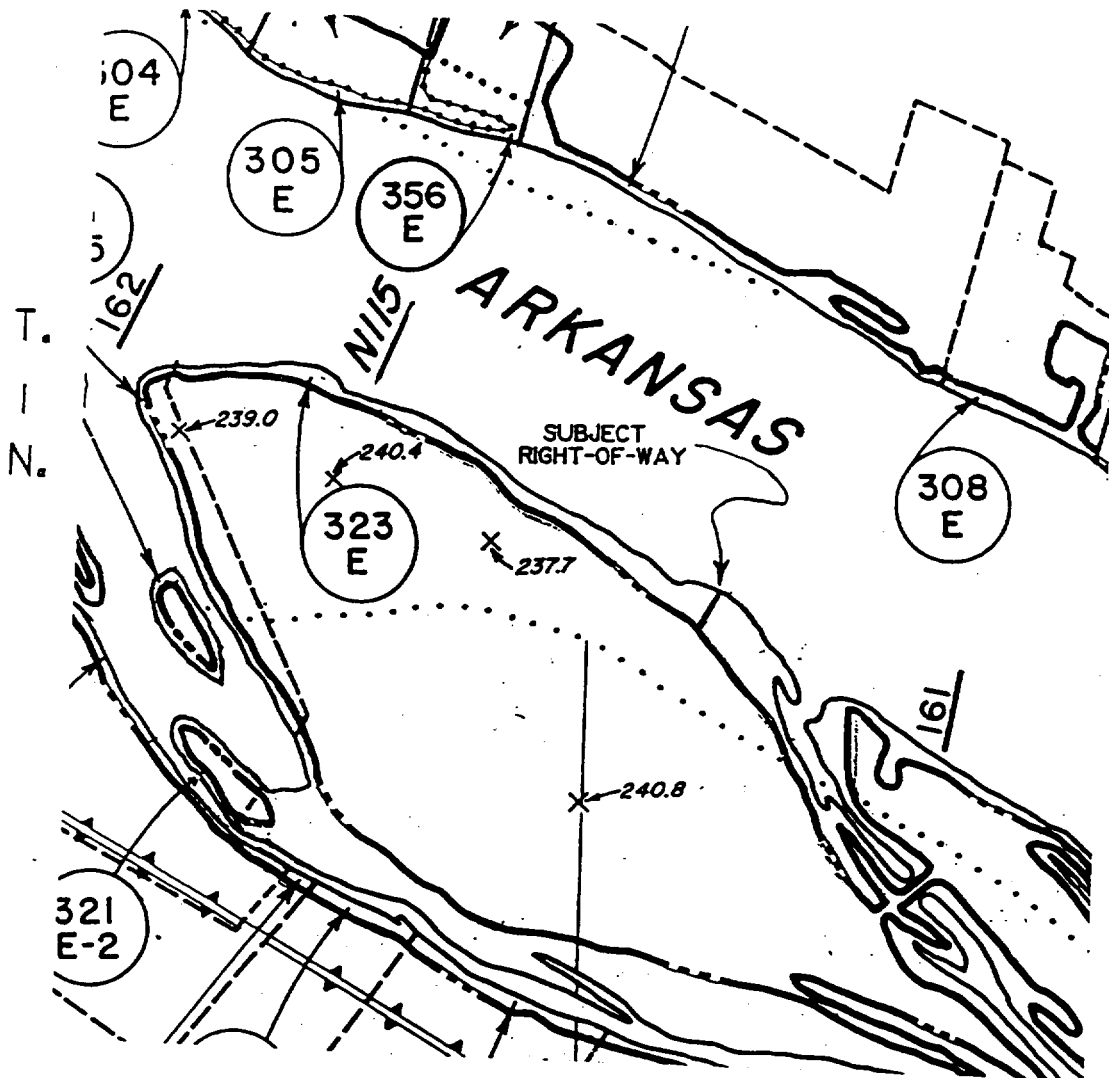
DAVID D. TERRY LOCK & DAM  
 ARKANSAS RIVER  
 RIGHT-OF-WAY FOR LIGHT  
 SYSTEM  
 TRACT NO. 519E-1

COUNTY: PULASKI  
 STATE: ARKANSAS



CORPS OF ENGINEERS  
 SCALE: 1" = 400'

LITTLE ROCK DISTRICT  
 DATE: FEBRUARY 1993  
 EXHIBIT 'A'

R. II W.



LEGEND:

-  SUBJECT RIGHT-OF-WAY
-  EASEMENT LINE

DAVID D. TERRY LOCK & DAM  
 ARKANSAS RIVER  
 RIGHT-OF-WAY FOR LIGHT  
 SYSTEM  
 TRACT NO. 323E

COUNTY: PULASKI  
 STATE: ARKANSAS

CORPS OF ENGINEERS  
 SCALE: 1" = 1,000'

LITTLE ROCK DISTRICT  
 DATE: FEBRUARY 1993  
 EXHIBIT 'A'

COPY

**GRIMES CONSULTING ENGINEERS  
INC.**

June 25, 1999

JUN 28 1999

Mr. Joel Ward  
Project Manager  
Department of the Army  
Little Rock District, Corps of Engineers  
P.O. Box 867  
Little Rock, AR 72203-0867

Re: Little Rock National Airport  
Runway 22L MALSF System support towers and  
catwalk  
Structural Repairs

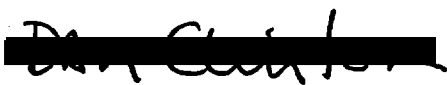
Dear Mr. Ward:

As you may know, there has been some considerable structural damage to the Runway 22L MALSF System support towers and catwalk at Little Rock National Airport. The FAA is planning to repair the system as soon as possible. This MALSF System was originally constructed under ACE Permit #00557-5, and we are requesting that this repair work be viewed as an extension of that permit.

The work will consist of removing the damaged structural members, driving new piling and replacing the structure, catwalk and lights. Excavation will not be required to restore the facility.

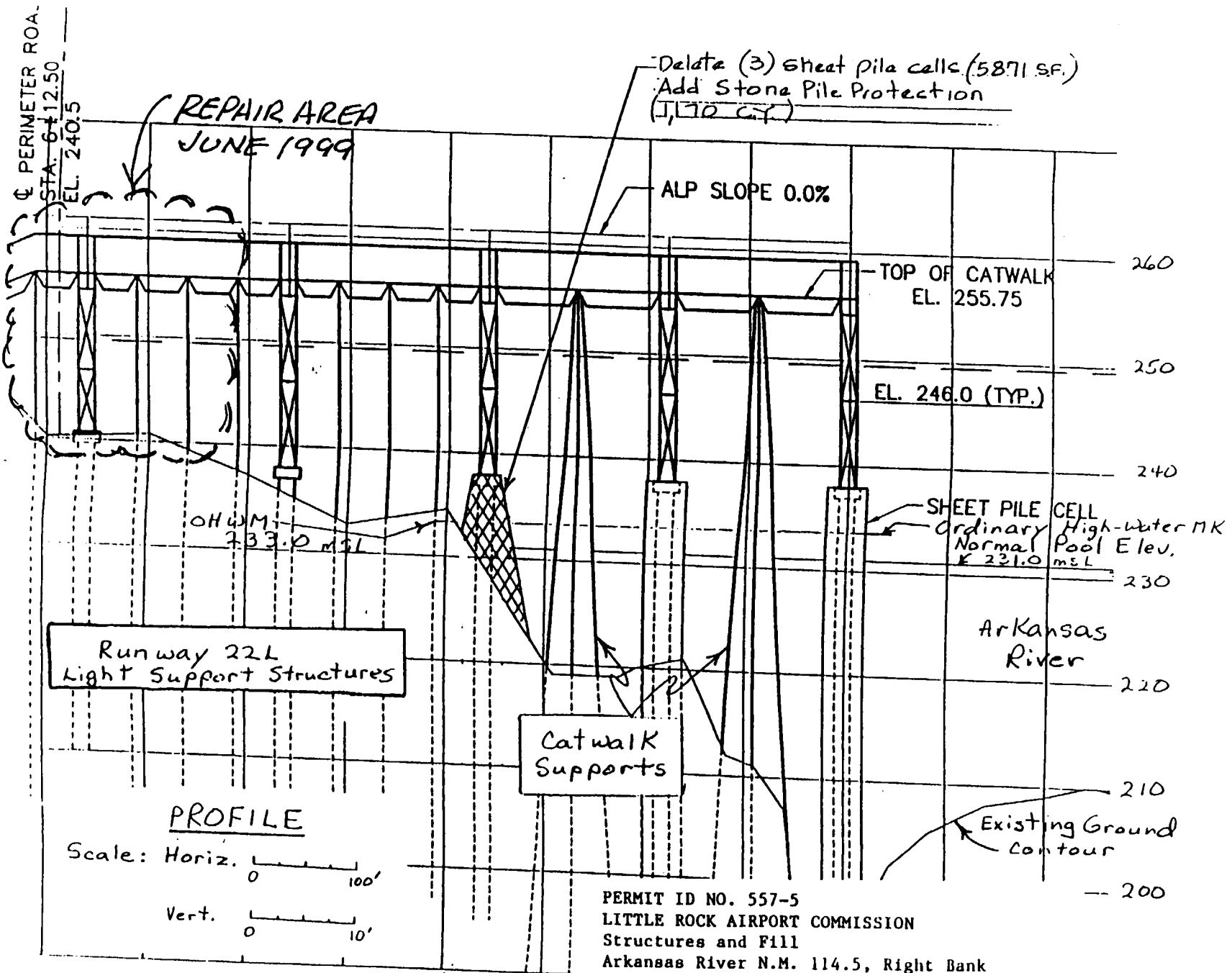
Enclosed are marked up sheets 1,2 and 3 of the original permit package for your use. Your earliest review of this proposed repair work will be appreciated.

Sincerely,  
Grimes Consulting Engineers, Inc.

  
Dan Clinton, P.E.

Cc: Stephan Myrosh  
Bill Flowers

(9907/3)



Runway 22L  
Light Support Structures

Catwalk  
Supports

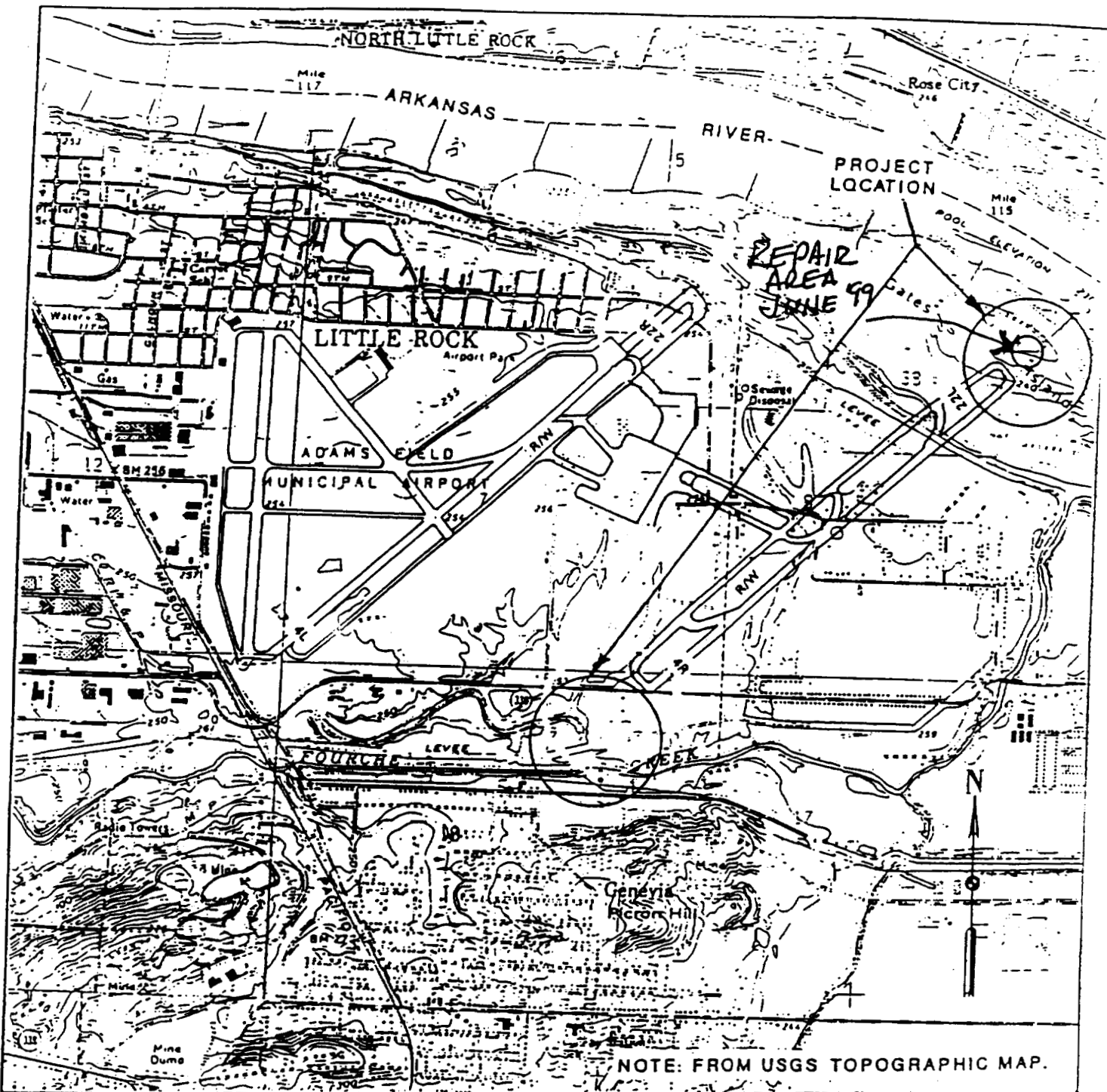
PROFILE

Scale: Horiz. 0 100'  
Vert. 0 10'

PERMIT ID NO. 557-5  
LITTLE ROCK AIRPORT COMMISSION  
Structures and Fill  
Arkansas River N.M. 114.5, Right Bank  
Pulaski County, Arkansas  
MAY 1993

SHEET 3 of 9

190  
m.s.l.

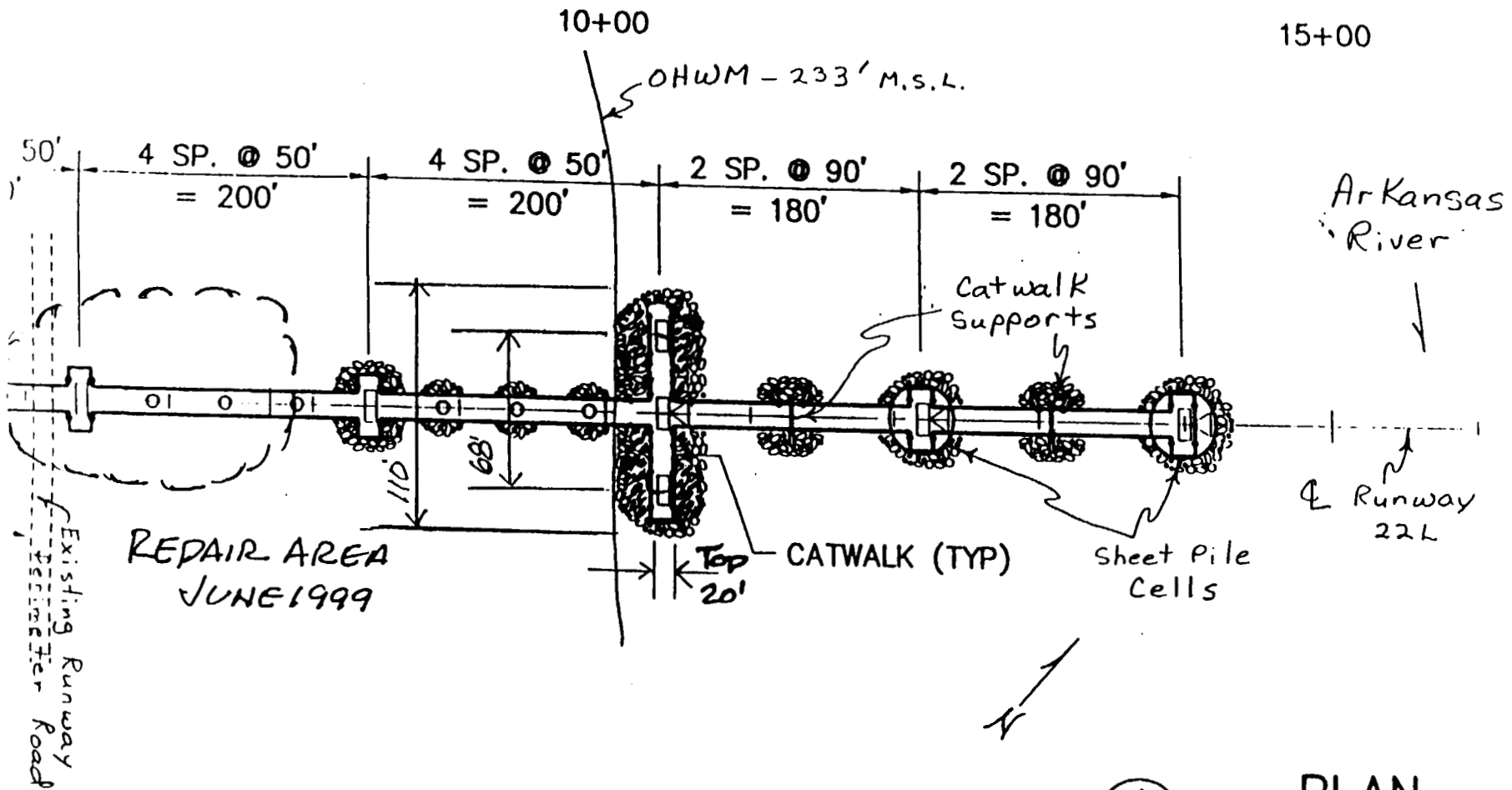


VICINITY



LITTLE ROCK AIRPORT  
 NO 1 AIRP  
 LITTLE ROCK, AR

PERMIT ID NO. 557-5  
 LITTLE ROCK AIRPORT COMMISSION  
 Structures and Fill  
 Arkansas River N.M. 114.5 Right Bank  
 Fourche Creek mile 2.0  
 Pulaski County, Arkansas  
 MAY 1993



1
PLAN  
SCALE: 1" = 100'

PERMIT ID NO. 557-5  
 LITTLE ROCK AIRPORT COMMISSION  
 Structures and Fill  
 Arkansas River N.M. 114.5, Right Bank  
 Pulaski County, Arkansas  
 MAY 1993 SHEET 2 of 9

REPLY TO  
ATTENTION OFDEPARTMENT OF THE ARMY  
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS  
POST OFFICE BOX 867  
LITTLE ROCK, ARKANSAS 72203-0867

JUL 13 1999

Engineering and Technical Services Division  
Regulatory Section

NATIONWIDE PERMIT NO. 00557-11

Dan Clinton, P.E.  
Grimes Consulting Engineers, Inc.  
Riviera Building  
3700 Cantrell Road, Suite 106  
Little Rock, Arkansas 72202

Dear Mr. Clinton:

Please refer to your letter dated June 25, 1999, concerning Department of the Army permit requirements pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. As agent for the Little Rock National Airport, you requested authorization for repair to the previously authorized Runway 22L MALSF System support towers and catwalk. The proposed work will consist of removing the damaged structural members, driving new piling, and replacing the structure, catwalk, and lights. The project is located at the Little Rock National Airport, on the right descending bank of the Arkansas River, opposite navigation mile 115.5, in Little Rock, Pulaski County, Arkansas.

The proposed activity is authorized by Department of the Army Nationwide Permit (NWP) No. 3 (copy enclosed), provided that the conditions therein are met. This permit was published in the Federal Register (Part VII, Vol. 61, No. 241, pages 65874-65922) dated December 13, 1996, and became effective on February 11, 1997. You should become familiar with the conditions and maintain a copy of the permit at the worksite for ready reference. If changes are proposed in the design or location of the facilities, you should submit revised plans to this office for approval before construction of the change begins.

Please refer to NWP Condition No. 3, which stipulates that appropriate erosion and siltation controls be used during construction and all exposed soil be permanently stabilized. Erosion control measures must be implemented during and after construction of the proposed project to comply with this permit condition.

9907




- 2 -

In order to fully comply with the conditions of the NWP, you must submit the enclosed compliance certification within 30 days of completion of the project. This is required pursuant to General Condition No. 14 of the permit.

This NWP determination will be valid for two years unless the NWP is modified, suspended, or revoked within that two-year period. If NWP No. 3 is modified, suspended, or revoked during this period, your project may not be authorized unless you have begun or are under contract to begin the project. If work has started or the work is under contract, you would then have twelve months to complete the work (see 33 CFR 330.6(b)).

If you have any questions about this permit or any of its provisions, please contact me at (██████████) and refer to Permit No. 00557-11.

Sincerely,

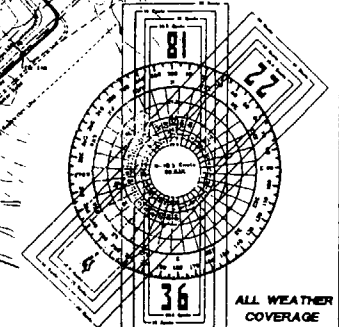
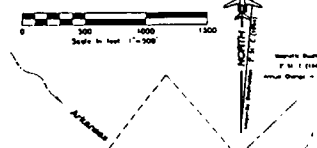
  
M. Elaine Edwards  
Environmental Engineer

Enclosures

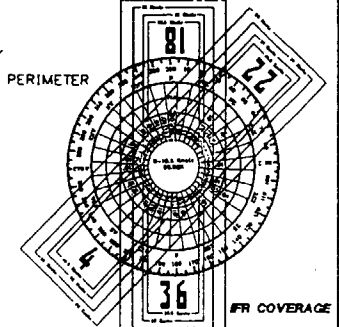
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

FAA APPROVED  
MAY 10 1999

Buildings / Facilities		
Existing	Ultimate	Description
01	01	Terminal Building / Air Traffic Control
02	02	Control Tower
03	03	Passenger Screening
04	04	Baggage Handling
05	05	Customs / Immigration
06	06	Police / Sheriff's Office
07	07	Fire Station
08	08	Police / Sheriff's Office
09	09	Fire Station
10	10	Police / Sheriff's Office
11	11	Fire Station
12	12	Police / Sheriff's Office
13	13	Fire Station
14	14	Police / Sheriff's Office
15	15	Fire Station
16	16	Police / Sheriff's Office
17	17	Fire Station
18	18	Police / Sheriff's Office
19	19	Fire Station
20	20	Police / Sheriff's Office
21	21	Fire Station
22	22	Police / Sheriff's Office
23	23	Fire Station
24	24	Police / Sheriff's Office
25	25	Fire Station
26	26	Police / Sheriff's Office
27	27	Fire Station
28	28	Police / Sheriff's Office
29	29	Fire Station
30	30	Police / Sheriff's Office
31	31	Fire Station
32	32	Police / Sheriff's Office
33	33	Fire Station
34	34	Police / Sheriff's Office
35	35	Fire Station
36	36	Police / Sheriff's Office
37	37	Fire Station
38	38	Police / Sheriff's Office
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40	40	Police / Sheriff's Office
41	41	Fire Station
42	42	Police / Sheriff's Office
43	43	Fire Station
44	44	Police / Sheriff's Office
45	45	Fire Station
46	46	Police / Sheriff's Office
47	47	Fire Station
48	48	Police / Sheriff's Office
49	49	Fire Station
50	50	Police / Sheriff's Office



Wind Data			
Direction	Frequency	Speed	Notes
N	10	10-15	
NNE	15	10-15	
NNE	20	10-15	
NNE	25	10-15	
NNE	30	10-15	
NNE	35	10-15	
NNE	40	10-15	
NNE	45	10-15	
NNE	50	10-15	
NNE	55	10-15	
NNE	60	10-15	
NNE	65	10-15	
NNE	70	10-15	
NNE	75	10-15	
NNE	80	10-15	
NNE	85	10-15	
NNE	90	10-15	
NNE	95	10-15	
NNE	100	10-15	
NNE	105	10-15	
NNE	110	10-15	
NNE	115	10-15	
NNE	120	10-15	
NNE	125	10-15	
NNE	130	10-15	
NNE	135	10-15	
NNE	140	10-15	
NNE	145	10-15	
NNE	150	10-15	
NNE	155	10-15	
NNE	160	10-15	
NNE	165	10-15	
NNE	170	10-15	
NNE	175	10-15	
NNE	180	10-15	
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NNE	200	10-15	
NNE	205	10-15	
NNE	210	10-15	
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NNE	315	10-15	
NNE	320	10-15	
NNE	325	10-15	
NNE	330	10-15	
NNE	335	10-15	
NNE	340	10-15	
NNE	345	10-15	
NNE	350	10-15	
NNE	355	10-15	
NNE	360	10-15	



RUNWAY  
 TAXIWAY  
 RAMP & PERIMETER ROAD

Approval Block	
Little Rock National Airport	Date _____
Southwest Regional Office Federal Aviation Administration	Date _____

Runway	Runway #6 - 36		Runway #4 - 22R		Runway #4 - 22L	
	Existing	Ultimate	Existing	Ultimate	Existing	Ultimate
Runway Length	1,400	1,400	1,400	1,400	1,400	1,400
Runway Width	100	100	100	100	100	100
Runway Surface	Asphalt	Asphalt	Asphalt	Asphalt	Asphalt	Asphalt
Runway Slope	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Runway Elevation	1,100	1,100	1,100	1,100	1,100	1,100
Runway Construction	1960	1960	1960	1960	1960	1960
Runway Status	Active	Active	Active	Active	Active	Active
Runway Use	General Aviation	General Aviation	General Aviation	General Aviation	General Aviation	General Aviation
Runway Notes	Runway 6-36 is the longest runway at the airport. Runway 4-22R and 4-22L are parallel runways used for general aviation and cargo operations.					

Airport Data	
Existing	Ultimate
Runway Length	1,400
Runway Width	100
Runway Surface	Asphalt
Runway Slope	0.00%
Runway Elevation	1,100
Runway Construction	1960
Runway Status	Active
Runway Use	General Aviation
Runway Notes	Runway 6-36 is the longest runway at the airport.

Note Land Acquisition  
 Land Acquisition (Approach Protection)  
 Land Acquisition (20 Year Development)  
 Approximate Location of Ultimate Land Acquisition (See Land Use Map)

Legend		
Existing	Ultimate	Description
01	01	Runway
02	02	Taxiway
03	03	Ramp & Perimeter Road
04	04	Building / Facility
05	05	Other
06	06	Water
07	07	Vegetation
08	08	Topography
09	09	Boundary
10	10	Utility
11	11	Other
12	12	Other
13	13	Other
14	14	Other
15	15	Other
16	16	Other
17	17	Other
18	18	Other
19	19	Other
20	20	Other
21	21	Other
22	22	Other
23	23	Other
24	24	Other
25	25	Other
26	26	Other
27	27	Other
28	28	Other
29	29	Other
30	30	Other
31	31	Other
32	32	Other
33	33	Other
34	34	Other
35	35	Other
36	36	Other
37	37	Other
38	38	Other
39	39	Other
40	40	Other

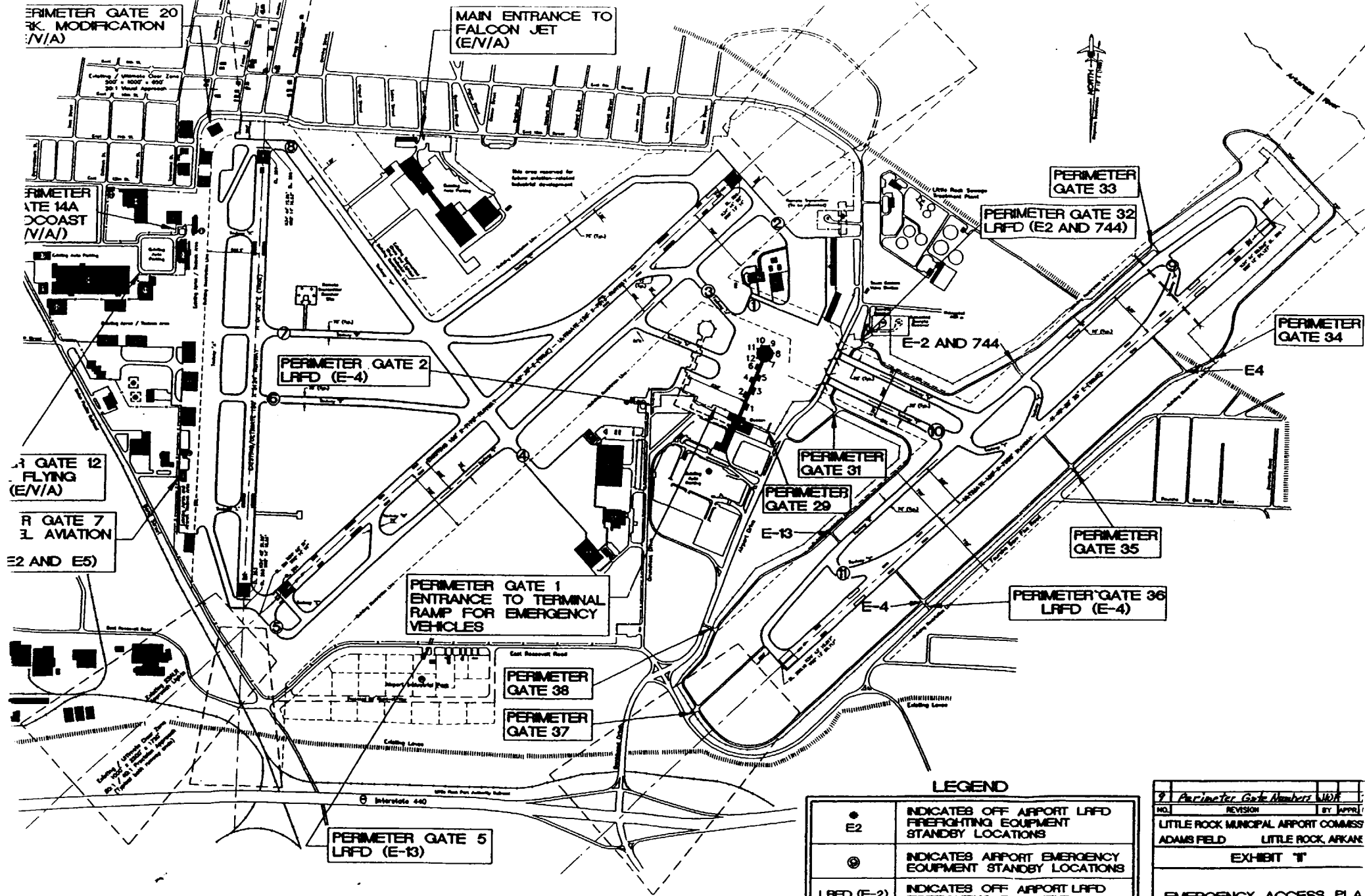
Coordinates	
Ultimate	Existing
North	34° 10' 00" N
West	90° 10' 00" W

Runway 6-36  
 Runway 4-22R  
 Runway 4-22L  
 Runway 6-36 is the longest runway at the airport. Runway 4-22R and 4-22L are parallel runways used for general aviation and cargo operations.

No.	Revisions	By	Appr.	Date
1	Initial	J. Garver	R.D.F.	1/19/99
2	Revised	J. Garver	R.D.F.	2/19/99
3	Revised	J. Garver	R.D.F.	3/19/99
4	Revised	J. Garver	R.D.F.	4/19/99
5	Revised	J. Garver	R.D.F.	5/19/99
6	Revised	J. Garver	R.D.F.	6/19/99
7	Revised	J. Garver	R.D.F.	7/19/99
8	Revised	J. Garver	R.D.F.	8/19/99
9	Revised	J. Garver	R.D.F.	9/19/99
10	Revised	J. Garver	R.D.F.	10/19/99
11	Revised	J. Garver	R.D.F.	11/19/99
12	Revised	J. Garver	R.D.F.	12/19/99
13	Revised	J. Garver	R.D.F.	1/19/00
14	Revised	J. Garver	R.D.F.	2/19/00
15	Revised	J. Garver	R.D.F.	3/19/00
16	Revised	J. Garver	R.D.F.	4/19/00
17	Revised	J. Garver	R.D.F.	5/19/00
18	Revised	J. Garver	R.D.F.	6/19/00
19	Revised	J. Garver	R.D.F.	7/19/00
20	Revised	J. Garver	R.D.F.	8/19/00
21	Revised	J. Garver	R.D.F.	9/19/00
22	Revised	J. Garver	R.D.F.	10/19/00
23	Revised	J. Garver	R.D.F.	11/19/00
24	Revised	J. Garver	R.D.F.	12/19/00
25	Revised	J. Garver	R.D.F.	1/19/01
26	Revised	J. Garver	R.D.F.	2/19/01
27	Revised	J. Garver	R.D.F.	3/19/01
28	Revised	J. Garver	R.D.F.	4/19/01
29	Revised	J. Garver	R.D.F.	5/19/01
30	Revised	J. Garver	R.D.F.	6/19/01
31	Revised	J. Garver	R.D.F.	7/19/01
32	Revised	J. Garver	R.D.F.	8/19/01
33	Revised	J. Garver	R.D.F.	9/19/01
34	Revised	J. Garver	R.D.F.	10/19/01
35	Revised	J. Garver	R.D.F.	11/19/01
36	Revised	J. Garver	R.D.F.	12/19/01
37	Revised	J. Garver	R.D.F.	1/19/02
38	Revised	J. Garver	R.D.F.	2/19/02
39	Revised	J. Garver	R.D.F.	3/19/02
40	Revised	J. Garver	R.D.F.	4/19/02
41	Revised	J. Garver	R.D.F.	5/19/02
42	Revised	J. Garver	R.D.F.	6/19/02
43	Revised	J. Garver	R.D.F.	7/19/02
44	Revised	J. Garver	R.D.F.	8/19/02
45	Revised	J. Garver	R.D.F.	9/19/02
46	Revised	J. Garver	R.D.F.	10/19/02
47	Revised	J. Garver	R.D.F.	11/19/02
48	Revised	J. Garver	R.D.F.	12/19/02
49	Revised	J. Garver	R.D.F.	1/19/03
50	Revised	J. Garver	R.D.F.	2/19/03
51	Revised	J. Garver	R.D.F.	3/19/03
52	Revised	J. Garver	R.D.F.	4/19/03
53	Revised	J. Garver	R.D.F.	5/19/03
54	Revised	J. Garver	R.D.F.	6/19/03
55	Revised	J. Garver	R.D.F.	7/19/03
56	Revised	J. Garver	R.D.F.	8/19/03
57	Revised	J. Garver	R.D.F.	9/19/03
58	Revised	J. Garver	R.D.F.	10/19/03
59	Revised	J. Garver	R.D.F.	11/19/03
60	Revised	J. Garver	R.D.F.	12/19/03

LITTLE ROCK MUNICIPAL AIRPORT COMMISSION  
 LITTLE ROCK, ARKANSAS  
 AIP PROJECT NO. 3-05-0035-29  
  
**AIRPORT LAYOUT PLAN**  
  
  
 Prepared By: R.D.F.  
 Drawn By: R.D.F.  
 Checked By: M.C.C.  
 Date: February, 1999  
 Sheet 1 of 18

EXHIBIT A



**EMERGENCY ACCESS PLAN**  
SCALE: 1" = 1000'

**LEGEND**

●	INDICATES OFF AIRPORT LRFD FIREFIGHTING EQUIPMENT STANDBY LOCATIONS
⊙	INDICATES AIRPORT EMERGENCY EQUIPMENT STANDBY LOCATIONS
LRFD (E-2)	INDICATES OFF AIRPORT LRFD FIREFIGHTING EQUIPMENT
EN/A	INDICATES EMERGENCY VEHICLE ACCESS

9 Perimeter Gate Numbers (1/81)		
NO.	REVISION	BY (APPRO.)
LITTLE ROCK MUNICIPAL AIRPORT COMMISSION ADAMS FIELD LITTLE ROCK, ARKANSAS		
<b>EXHIBIT "I"</b>		
<b>EMERGENCY ACCESS PLAN</b>		
DESIGNED BY: G.S.S.	ENGINEERS AND PLANNERS	SCALE: 1" = 1000'
DRAWN BY: R.D.F.	Little Rock, Arkansas	DATE: JULY 25, 1981
CHECKED BY: W.E.J.	<b>Garver + Garver</b>	
DATE: JULY 25, 1981		

J. Maintenance of Certification Manual

1. Currency. The Manager or his/her designated representative will keep this Manual current at all times and will submit proposed revisions to the FAA Airports Division for approval no less than thirty days prior to the proposed effective date, unless a shorter filing period is allowed by the FAA. After FAA approval, the revisions will be printed and distributed.
2. Availability and Distribution. One complete and current copy of this Manual will be maintained on file in the Manager's office, and will be available for inspection by the FAA on request. All Airport personnel with responsibilities under these specifications will be furnished with current copies or applicable portions.

3. Distribution -

Organization	ACM	AEP
Airport ARFF Station	X	X
Airport General Superintendent	X	X
Airport Manager	X	X
Airport Police		X
American Airlines	X	X
Argenbright Security Service		X
Delta Air Lines	X	X
Deputy Airport Manager	X	X
FAA - ATCT	X	X
FAA - Certification Inspector	X	X
FAA-FSS		X
FBI		X
Little Rock Fire Department		X
Little Rock Office of Emergency Services		X
Little Rock Police Department		X
Manager - Operations	X	X
Manager - Properties	X	X
Metropolitan Emergency Medical Services		X
Northwest Airlines	X	X
Southwest Airlines	X	X
Trans World Airlines	X	X
US Airways Express	X	X

FAA APPROVED  
 MAY 10 1999  
*BETC*