

Revised December 1991

Reformatted W-P March 1995

**Minimum Standards for fixed base operators and airport tenants at
the Texarkana Regional Airport
Texarkana, AR/TX**

The owner (s) of the Texarkana Regional Airport, The Texarkana Airport Authority, hereinafter referred to as Authority.

The following minimum standards and requirements for commercial aeronautical activities have been established in the public interest for the safe and efficient operations of the Texarkana Regional Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct and aeronautical activity in violation of Section 308 (a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Acts of 1964 and part 21 of the Department of Transportation Regulations; and to assure to all lessees the availability of airport property on fair and reasonable terms and without unjust discrimination.

1. A Fixed Base Operator is defined as any person, firm, or corporation performing any of the functions or furnishing any of the services as hereinafter set out for fixed base operators at the Texarkana Regional Airport. No person, firm or corporation shall engage in any commercial activity as a Fixed Base Operator herein standards, rules and regulations herein set forth.

2. An airport Tenant is defined as any person, firm or corporation leasing property at the Texarkana Regional Airport for aeronautical purposes who is not a Fixed Base Operator. An Airport Tenant may hangar his aircraft on his leased property subject to the provisions of Category "I" hereof.

3. All Fixed Base Operators and Airport Tenants shall protect the public generally, the customers or clients of such Fixed Base Operators, and the Texarkana Regional Airport Authority from any and all lawful damages, claims, or liability and shall carry comprehensive general liability insurance in a company authorized to do business in the State of Arkansas with limits as prescribed in the respective categories, with the Texarkana Airport Authority named as an additional insured, which policies must be approved by the Authority and a certificate of insurance thereof furnished to the Authority. It is further understood that as circumstances in the future dictate, the Authority may require an increase in bodily injury and property damage insurance.

4. A Fixed Base Operator shall satisfy the Lessor that it is technically and financially able to perform the services of a Fixed Base Operator. This shall include the responsibility demonstrating continued financial solvency and business ability by the submitting of an annual balance sheet, credit references and any other proof that the Lessor may require from time to time. In cases of doubt by the Lessor to such ability of a Fixed Base Operator, the Lessor may conduct a hearing to

determine appropriate action. In each instance, the Lessor shall be the final judge as to the qualifications and financial ability of the Lessee.

The Authority will not accept an original request to lease land area unless the proposed Lessee puts forth in writing a proposal which sets forth the scope of operation he proposes including the following:

- a. The services he will offer.**
- b. The amount of land he desires to lease.**
- c. The building space he will construct or lease.**
- d. The number of aircraft he will provide.**
- e. The number of persons he will employ.**
- f. The hours of proposed operation.**
- g. The amount and types of insurance coverage he will maintain.**
- h. Evidence of his financial capability to perform and provide the above services and facilities.**

5. Any person, firm or corporation capable of meeting the minimum standards set forth herein for any of the stated Fixed Base Operator desiring to extend his operation into more than one category or to discontinue operations in a category, shall first apply in writing to the Airport Authority for permission to do so, setting forth in detail the reason and conditions for the request. The Airport Authority shall then grant or deny the request on such terms and conditions as the Authority deems to be prudent and provide his own buildings, personnel and equipment, and other requirements as herein stated upon land leased from the Authority.

6. All Fixed Base Operators at said airport shall provide ample lounges and restrooms for their customers and shall make telephone service conveniently and readily available for public use.

7. All construction required of such operators shall be in accordance with the design and construction standards required or established by the Authority for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on Authority property, shall become the property of the Authority upon completion. All operators shall be required to furnish the Authority payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the Authority.

8. The rates or charges for any and all activities and services of such operators shall be determined by the operators with the requirement that all shall be reasonable and be equally and fairly applied to all users of the services.

- 9. All operators at the airport shall be full time, financially sound and progressive business enterprises, with adequately manned and equipped facilities, including ample office facilities, and who observe normal and specifically required business hours.**
- 10. All Fixed Base Operators shall, at their own expense, pay all taxes and assessments against the personal property used by them in their operations.**
- 11. All operators shall abide by and comply with all state, county and city laws and ordinances, the rules and regulations of the Authority, and the rules and regulations of the State of Arkansas and the Federal Aviation Administration.**
- 12. In the event the Authority constructs the physical plant facilities (hangars, etc.) for use by any operator under the provisions of any lease or other contract, such lease or contract with such operators shall be on such terms and conditions as to guarantee a full return of the investment within a number of years to be determined by the Authority.**
- 13. All operators shall provide and pay for all lights, gas, electrical current, water, sewer charges and garbage collection, charges used or incurred anywhere in or about the leased premises and shall pay the charges made thereof by the suppliers thereof promptly when due.**
- 14. All contracts and leases between such operators and the Authority shall be subordinate to the provisions of any existing or future agreement (s) between Texarkana Airport Authority and the U.S. Government.**
- 15. No Fixed Base Operator shall sublease or sublet any premises leased, other than hangar and tie-down space, by such operator from the Airport Authority, or assign any such lease, without the prior written approval of the Authority, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.**
- 16. In the event the Lessee sublets any portion of his lease, the sublessee must agree to assume the full obligations of lease as set out herein and must agree to fully cooperate with the Authority in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the Authority as it relates to the enforcements of these standards.**
- 17. In the event that the Lessee or sublessee fails to comply fully with these standards or fails to comply with the reasonable request or direction of the Authority as it relates to these standards, said Lessee or sublessee shall be in default. If said default continues for more than 30 days after notice of said**

default, the Authority may terminate the lease. Said Lessee is responsible for the performance of the sublessee.

18. Fixed Base Operators shall have the right to use common areas and facilities of the Airport, including runway, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for takeoff, flying and landing of aircraft of Lessee.

19. Beginning with the effective date of adoption of these minimum standards, leases to Fixed Base Operators and Airport Tenants shall be limited to a maximum of 30 years, including options (Normally 30 years or less for Basic Fixed Base Operators and 20 years or less for Special Fixed Base Operators).

20. Lessees will, at all times during the continuance of the term of the lease and any renewal or extension thereof, conduct, operate and maintain for the benefit of the flying public, the Fixed Base Operation provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all times charge fair, reasonable and not unjustly discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the Lessor reserves the right to grant similar privileges to another proprietor or operators upon formal application by that operator, and upon demonstration of compliance with paragraphs 4 and 5 herein.

21. All contracts and leases between such operators and the Authority shall be subordinate to the right of the Authority during time of war or national emergency to lease the landing area or any part thereof to the United State Government for military or naval use, and if any such lease is executed, the provisions of any contracts or leases between such operators and the Authority, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

22. Upon adoption of these standards all lease entered into and any amendments to existing leases shall be in accordance with the standards. Present lease holders shall be granted 12 months to comply with all standards set forth.

23. The Lessee shall remove from the airport or otherwise dispose of in a manner approved by the Authority all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Said Lessee shall keep and maintain his leased

premises in a neat and orderly manner; Lessee shall keep the grass cut and the building painted. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal and equipped with tight fitting covers and to be of a design to safely and properly contain whatever may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste.

24. The Authority reserves the right to enter upon any premises leased to Fixed Base Operators at reasonable times for the purpose of making such inspections as it may deem expedient to the proper enforcement of these minimum standards and for the proper enforcement of any covenant or condition of any Fixed Base Operator's contract or lease agreement.

25. The Authority recognizes the rights of any person, firm or corporation operation aircraft with its own regular employees (including, but not limited to maintenance, repair and fueling) that it may choose to perform. Aircraft fueling accomplished under this provision shall be in strict accordance with Category D (1) herein and any safety regulations and/or ordinance as referenced in paragraph 11.

26. All operations conducted at the Airport will be conducted in the safest manner possible and for the maximum benefit of the flying public and the citizens of the surrounding area.

27. Where these standards call for a minimum square footage of space, and the applicant is permitted to conduct more than one activity, then such applicant shall have the minimum square footage for that activity which requires the greatest minimum square footage.

28. Standard Lease Provisions: All leases, subleases, contracts or franchises for Airport property, or for Airport operations or us, shall contain the following standard provisions:

- a. The right to conduct aeronautical activities for furnishing services to the public is granted the Lessee subject to Lessee agreeing.
 1. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and
 2. To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provide that the Lessee may be allowed to make reasonable and no-discriminatory discounts, rebates, or other similar types or price reduction to volume purchases.
- b. The Lessee for himself, his personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in , denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements impose by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

c. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152 Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

d. That in the event of breach of any of the preceding non-discrimination covenants, Lessor shall have the right to terminate the license, lease, permit, etc., and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

e. During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government, shall be suspended.

f. No right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 (a) of the Federal Aviation Act of 1958 or for aeronautical activities such as but not limited to:

- (1) Charter operations.
- (2) Pilot training
- (3) Aircraft rental.
- (4) Aerial photography
- (5) Crop dusting.
- (6) Sale of aviation petroleum products.
- (7) Air carrier operations.
- (8) Aircraft sales, and service incidental thereto.
- (9) Any other activity which, because of its direct

relationship to the operation of aircraft, can be regarded as an aeronautical activity.

h. Lessor reserves the right, in a reasonable and nondiscriminatory manner, to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of Lessee and without interference or hindrance.

i. Lessor shall have the right, but not the obligation, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport.

j. All hangars, buildings, properties or land on the Airport, shall be maintained in a clean, attractive, weed free, well painted, junk free condition. If an operator or Lessee has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, and jugs, barrels, containers or other unattractive items, Lessee shall enclose such an area with a screen or acceptable barrier, on his/her leased property that will hide such area from public view.

k. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

l. This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation of the Airport or constitute a hazard to aircraft.

m. Incorporated into this agreement, by reference and as though set forth herein verbatim, are the minimum standards for Fixed Base Operators and Airport Tenants adopted by the Lessor. Such minimum standards shall be lawful, reasonable and nondiscriminatory. Further, all parties hereto agree to comply with any and all laws and premises covered by this agreement to be used for any unlawful or improper purpose.

n. Each Lessee shall at all times have in effect liability insurance for all of Lessee's operations in the minimum amounts set out in the Standard for the particular activity in question and referenced in the minimum standards. Such insurance policies shall further name the Lessor as additional insurers. Additional insurance policies covering situations not specified or identified in the minimum standards are strongly encouraged. Certificates of such insurance shall be furnished by Lessee to the Lessor and a Certificate presently then in effect shall be on file at all times.

o. The standards and regulations enacted by the governmental agency responsible for the operation of the Airport now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. Such charges may be established by such standards and regulations. Lessee agrees to pay such charges as same are due and owing under any such standards or regulations now or hereafter in effect. Any such use charges shall be lawful, reasonable and nondiscriminatory.

p. Lessor may, on account of the breach of any provision hereof, including the standards and regulations incorporated herein by reference,

terminate this agreement and eject the part in violation in accordance with the provisions of this lease.

q. Lessee agrees to save and hold harmless the Lessor and its agents, servants, and employees of and from any and all liabilities, expense, causes of action, damages and attorney's fees resulting or to result from any of Lessee's businesses, operations, occupancy, or use of the airfield or resulting from any act or omission of Lessee's agents, servants, or employees.

r. The purpose of the lease and the operations to be conducted by Lessee or sublessee and the identity of the premises to be occupied, are set for in this lease. No other operations, business, or occupancy may be had or done without the additional written consent of the Lessor.

s. This agreement may not be assigned, in whole or in part, without the prior written consent of the Lessor. Such consent shall not be unreasonably withheld.

t. In the event Lessee becomes insolvent, or the subject of any kind of chapter of bankruptcy proceeding, or if a receiver, assigned, or other liquidating officer is appointed for the business of lessee, then the lessor may cancel this lease at Lessor's option upon giving written notice to Lessee.

Fixed Base Operator Categories

Category A – Aircraft Sales (Special)

Any lessee desiring to engage in the sale of new or used aircraft must lease and/or provide as a minimum the following:

I. Land and Structures

Basic Requirement: The lease hold shall consist of a minimum of 5000 square feet of paved (asphalt or concrete) aircraft parking area and a minimum of 1000 square of permanent structure that will include air conditioned and heated public area with seating, men's and women's restrooms, public telephone and adequate office space. The leasehold must also provide adequate square footage for employee and visitor parking, delivery, and visitor drop-off.

II. Personnel

Basic Requirements: One person having a current commercial pilot certificate with ratings and appropriate for the types of aircraft to be demonstrated.

III. Dealerships

Basic Requirement: New aircraft dealers shall hold an authorized factory of sub dealership. All aircraft dealers shall hold a dealership license or permit of required by the state of Arkansas.

IV. Aircraft

Basic Requirement: A dealer of new aircraft shall have available or on call one current mode demonstrator.

V. Services

Basic Requirement: Provide for adequate parts and servicing of aircraft and accessories during warranty periods (new aircraft).

VI. Hours of Operation

The hours of operations shall be at least 8 hours a day, 5 days a week.

VII. Insurance Coverage

Aircraft Liability

Bodily injury	1,000,000 each person 3,000,000 each accident
----------------------	--

Property damage	1,000,000 each accident
------------------------	--------------------------------

Passenger liability	1,000,000 each passenger 3,000,000 each accident
----------------------------	---

Comprehensive Public Liability and Property Damage

Bodily injury	1,000,000 each person 3,000,000 each accident
----------------------	--

Property damage	1,000,000 each accident
------------------------	--------------------------------

Note: The above coverages should include aircraft held for sale and demonstration by the Lessee but owned by others. Hangar Keepers Liability for non-owned aircraft left in Lessee's care if applicable.

**Category B – Aircraft Rental
(Special)**

Any Lessee desiring to engage in the rental of aircraft to the public must and/or provide as a minimum the following:

I. Land and Structures

Basic Requirement: The Leasehold shall consist of a minimum of 5000 square feet of paved (asphalt or concrete) aircraft parking area and a minimum of 1000 square feet of permanent structure to include air conditioned and heated pilot training classroom area, briefing room, public area and office space. Building shall also contain men's and women's restrooms and public telephone. The leasehold must also include adequate square footage for employee and visitor auto parking, delivery and visitor drop-off.

II. Personnel

Basic Requirement: At least one FAA certificated flight instructor who is qualified as a single engine, multi-engine and instrument rated instructor. At least one FAA certified ground school instructor. Office must be attended during required operating hours.

III. Aircraft

Basic Requirement: The lessee shall own or have leased to him in writing at least one single engine instrument rated aircraft and one multi-engine instrument rated aircraft.

IV. Hours of Operation

Basic Requirement: The hours of operation shall be 8 hours a day, a minimum of 5 days a week.

V. Insurance Coverage for Owned or Lease Aircraft

Aircraft liability

Bodily Injury	1,000,000 each person 3,000,000 each accident
Property damage	1,000,000 each accident
Passenger liability	1,000,000 each passenger 3,000,000 each accident

Student and Renter pilot coverage

Comprehensive public liability and property damage

Bodily injury	3,000,000 each accident
Property damage	1,000,000 each accident

Optional: Amount under basic coverage may be increased if warranted:

**Category C – Flight Training
(Special)**

Any lessee desiring to engage in pilot flight instruction shall lease and/or provide as a minimum the following:

I. Land

Basic Requirement: The leasehold shall consist of a minimum of 5000 square feet of paved (asphalt or concrete) aircraft parking area and a minimum of 1500 square feet of permanent structure to include air conditioned and heated pilot training classroom area, briefing room, public area and office space. Building shall also contain men's and women's restrooms and public telephone. The leasehold must also include adequate square footage for employee and visitor auto parking, delivery and visitor drop-off.

II. Personnel

Basic Requirements: At least one FAA certificated flight instructor who is qualified as a single engine, multi-engine and instrument rated instructor. At least one FAA certified ground school instructor. Office must be attended during required operating hours.

III. Aircraft

Basic Requirements: The lessee shall own or have leased to him in writing at least one single engine instrument rated aircraft and one multi-engine instrument rated aircraft.

IV. Hours of Operation

Basic Requirement: The hours of operation shall be 8 hours a day, a minimum of 5 days a week.

V. Insurance Coverage for owned or Leased Aircraft

Aircraft liability

Bodily injury	1,000,000 each person 3,000,000 each accident
Property damage	1,000,000 each accident
Passenger liability	1,000,000 each passenger 3,000,000 each accident

Student and renter pilot coverage	
Comprehensive public liability and property damage	
Bodily injury	3,000,000 each accident
Property damage	1,000,000 each accident

Optional: Amount under basic coverage may be increased if warranted.

**Category D – Public Aircraft Fuels and Oil Dispensing Service
(Basic)**

Lessees desiring to dispense aviation fuel and oil must also provide the additional aeronautical services directly related to a **BASIC** Fixed Base Operation as listed below:

- a. Aircraft Charter Service
- b. Minor Maintenance
- c. Aircraft Rental

Lessee desiring to operate as **BASIC** Fixed Base Operators must provide the additional services identified above or include the level of service, equipment and facilities outlined in each individual category. Lessee shall lease and/or provide as a minimum the following service and facilities:

I. Land and Structures

Basic Requirement: The leasehold shall consist of a minimum of **10,000** square feet of paved (asphalt or concrete) aircraft parking area and a minimum of **10,000** square feet of permanent structure to accommodate the hangaring of aircraft. A minimum of **2000** additional square feet of air conditioned and heated public area shall be provided to include seating area, public telephones, men’s and women’s restrooms, availability of soft drinks and snacks, flight planning room an private meeting room with space to accommodate up to 10 people. The leasehold must also provide adequate square footage to allow for employee and visitor auto parking delivery and passenger drop-off.

II. Personnel

Basic requirement:

- A. Sufficient properly trained personnel shall be available to serve the public 24 hours per day. The Concessionaire shall require attendants to be uniformed, courteous and furnish good, prompt and efficient service at all times and shall provide service in a fair, equal and nondiscriminatory basis to all airport users.

B. Solicitation of fueling services in a loud, boisterous, offensive or obstructive manner shall not be permitted. The Concessionaire and his employees will maintain a friendly and cooperative, though competitive, relationship with other companies engaged in like business.

III. Aircraft Service Equipment

Basic requirement: Emergency starting equipment, adequate fire extinguishers, aircraft engine heaters, portable pressure tanks, towing equipment, oxygen supplies, etc.

IV. Services

Basic requirement: Fuel, park and tie down aircrafts, oil, wash aircraft, inflate tires, change aircraft engine oil, provide transportation for aircraft occupants from parking ramp to office, provide minor repairs and services not requiring certificated mechanic rating.

V. Fuel

Basic Requirement: Lessee shall provide at least two grade of aircraft fuel, including 100 octane and Jet A.

VI. Fuel Facilities

Basic Requirement: Two metered filter-equipped dispensers fixed for dispensing two grades of gasoline. Separate dispensing pumps and meters for each grade of fuel are required. Fuel must be dispensed by motorized refueler.

A. Trucks. Trucks shall have a minimum capacity of 800 gallons for 100 octane and 2000 gallons for Jet A. Trucks shall be properly maintained, operated, and equipped in accordance with applicable FAA Authority and National Fire Protection Association recommendations, requirements and regulations.

B. Tank Farm. If Lessee elects to install and maintain their own fuel storage tanks, Lessee shall furnish at least two aircraft fuel storage tanks with a capacity of 10,000 gallons each.

1. Fuel storage tanks shall be underground unless otherwise authorized (ground mounted if located in properly bunkered and approved closure) and such installations shall be on leased property in a location approved by the Authority in the Fuel Farm and Shall comply with applicable, uniform Building Code Standards, City of Texarkana, AR Fire Codes and Ordinances of the Authority and recommendations of the

National Fire Protection Association. Aviation fuel tanks shall have walk in capabilities for cleaning and maintenance.

2. Fuel storage tanks shall comply with requirements set out by Environmental Protection agency, the FAA, and the State of Arkansas.

3. All plans and specifications for improvements on Tank Far (including landscaping) shall be prepared and presented to the Authority and shall require the written approval of the Authority before any construction of installation may be undertaken.

4. All construction or improvement on Tank Farm shall conform with any general architectural requirements of Authority and shall be undertaken in accordance with local, State, and Federal codes, ordinances, and regulations now in force or hereinafter prescribed by authority of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.

5. Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damages caused by its employee, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, sightly and goody physical condition.

6. Lessee shall, in the event it shall be come necessary to make physical changes on its premises, promptly make such changes and installations at it s sole expense, subject the approval of the Authority, who in their reasonable discretion, shall be the sole judge of the quality of maintenance Authority deems necessary. If said maintenance is not undertaken by Lessee within 10days after receipt or written notice, Authority shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

VII. Hours of Operation

Basic requirements: Fueling service shall be provided 24 hours a day, 7 days a week.

IX. Insurance Coverage

**Comprehensive public liability and property damage
Bodily injury 1,000,000 each person**

3,000,000 each accident

Property damage 1,000,000 each accident

Hangar Keeper Liability 1,000,000 each accident

Products liability 5,000,000 each accident

Optional: Amount under basic coverage may be increased if warranted Motor Vehicle Liability and Physical Damage.

X. Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such person will attend all training provided by local Fire Marshal or the Authority.

XI. Static discharging ground wires will be attached to the aircraft the fuel tanks, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.

XII. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.

XIII. Personnel used to dispense aircraft fuels and lubricants will be trained in the proper recognition of aircraft fuel tank markings, kinds and grades of aircraft fuels and lubricants, and safety precautions necessary for fuel handling. Such personnel must be in uniform while servicing aircraft so that the public will know who is authorized to dispense petroleum products.

XIV. In all matters related to aircraft fueling safety and servicing, the provisions of NFPA manual 407 "Aircraft Fuel Servicing," together with American Petroleum Institute quality control standards, and FAA Advisory Circulars, as such documents may be amended from time to time, shall be used a the basis for all airport fueling operations. Copies thereof are on file wit the Airport Director. In the even to conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

**Category D (1) Nonpublic Aircraft fuels and oil dispensing
(Special)**

Lessees desiring to conduct non public aircraft fuel and oil dispensing shall meet the following minimum standards and provide the following minimum facilities.

Restriction: Lessees holding Nonpublic Aircraft Fuels Dispensing Permits shall not sell or deliver aircraft fuels to anyone other than Lessee. Fueling of any aircraft not owned or leased by Lessee (except in case of emergency) shall result in immediate revocation of the right to bring fuel on, or store fuel on, airport property. Lessee shall provide evidence of ownership or lease in advance of any aircraft being fueled.

I. Personnel

Basic Requirement: Personnel engaged in dispensing aircraft fuel shall be properly trained with regard to safety procedures outlined in 14 CFR Part 139. Personnel training records and fueling equipment will be inspected quarterly by Airport Staff and annually by FAA Airports Safety Inspectors.

II. Fuel

Basic Requirement: Lessee shall provide only the type of grade of fuel required to service the Lessee's aircraft. Fuel flow fees in the amount specified in the lease agreement will be paid to the airport on a monthly basis.

III. Fuel Facilities

Basic Requirement: Metered, filter-equipped dispensers fixed or mobile for dispensing grades of gasoline required. Separate dispensing pumps and meters for each grade of fuel required.

A. Trucks. If Lessee elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 250 gallons for each fuel type provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA Authority and National Fire Protection Association recommendation, requirements, and regulations.

B. Tank farm.

(1) If Lessee elects to utilize fixed storage tanks, such storage tanks for each type of fuel shall have minimum capacities of 5,000 gallons each (1,000 gallons for MOGAS). Fuel storage tanks shall be underground unless other wise authorized (ground mounted if located in properly bunkered and approved closures) and such installations shall be in a location approved by the Authority in the Fuel Farm, and shall comply with applicable, uniform Building Code Standards fire codes and ordinances of the Authority and recommendations of the National Fire Protection Association. Aviation fuel tanks shall have walk in capabilities for cleaning and maintenance.

(2) Fuel storage tanks shall comply with requirements set by Environmental Protection Agency, the FAA, and the State of Arkansas.

(3) All plans and specifications for improvements on Tank Farm (including landscaping) shall be prepared and presented to the Authority and shall

require the written approval of the Authority before any construction of installation may be undertaken.

(4) All construction or improvements on Tank Farms shall conform with any general architectural requirements of Authority and shall be undertaken in accordance with local, State and Federal codes, ordinances and regulations now in force or hereinafter prescribed by authority of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.

(5) Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, sightly and good physical condition.

(6) Lessee shall in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense, subject to the approval of the Authority, who in their reasonable discretion shall be the sole judge of the quality of maintenance. Upon written notice by Authority to Lessee, Lessee shall be required to perform whatever reasonable maintenance Authority deems necessary. If said maintenance is not undertaken by Lessee within 10 days after receipt of written notice, Authority shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

IV. Insurance Coverage

Aircraft Liability

Bodily Injury	1,000,000 each person 3,000,000 each accident
Property damage	3,000,000 each accident

Optional: Amount under basic coverage may be increased if warranted.
Motor Vehicle Liability and Physical Damage.

V. Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend appropriate training provided by Airport staff and City Fire Marshall on an annual basis.

VI. Static discharging ground wires will be attached to the aircraft, the fuel tank or refueling pit, and to zero potential (ground) before any

fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.

- VII. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.**
- VIII. In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 “Aircraft Fuel Servicing,” together with the American Petroleum Institute qualify control standards and FAA Advisory Circulars as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the Airport Director. In the event of conflict between such documents and standards set forth elsewhere herein, the standards set forth herein shall control.**

**Category E Airframe and/or Powerplant Repair
(Special)**

Any Lessee desiring to engage in airframe and/or power plan repair service must lease and/r provide as a minimum the following:

I. Land and Structures

Basic requirement: The leasehold shall consist of a minimum of 10,000 square feet of paved (asphalt or concrete) aircraft parking area and a minimum of 8,000 square feet of permanent structure to accommodate aircraft undergoing maintenance and/or repair and aircraft awaiting parts which cannot be parked outside. The building shall include a minimum of 500 square feet of air conditioned and heated office and public area to include men’s and women’s restrooms, public telephone, and customer lounge. Design and construction of maintenance facility shall meet local, state and federal industrial code requirements. Leasehold must also include adequate square footage to allow for employee and customer auto parking, delivery and customer drop-off.

II. Personnel

Basic requirement: One person currently certified by FAA with ratings appropriate for work being performed who may hold an airframe a/or power plant rating. Office shall be attended during required operating hours.

III. Hours of Operation

Basic requirement: The hours of operation shall be 8 hours a day, a minimum of 5 days a week.

IV. Equipment

Basic requirement: Sufficient equipment, tools, supplies and availability of parts to perform maintenance in accordance with manufacturers' recommendations or equivalent.

V. Insurance Coverage

Comprehensive Public Liability and Property Damage

**Bodily injury 1,000,000 each person
 3,000,000 each accident**

Property damage 1,000,000 each accident

Hangar Keepers Liability

XXXX each accident (coverage depends on type and number of aircraft serviced at any one time)

Basic insurance may be increased in amounts where warranted.

**Product Liability 1,000,000 each accident
Insurance**

**Category F – Air Taxi Service
(Special)**

Lessee's desiring to engage in air taxi service must hold an FAA Air-Taxi Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, and lease and/or provide the following:

I. Land and Structures

Basic requirement: The leasehold shall consist of a minimum of 5,000 square feet of paved (asphalt or concrete) aircraft parking area, a minimum of 1500 square feet of air conditioned and heated permanent structure to accommodate the checking in of passengers, ticketing, baggage handling, and at 2000 square feet of enclosable

hangar space to accommodate required aircraft. The building shall also include men's and women's restrooms, public telephones, office space and provisions of the purchase of soft drinks and snacks. Additional leasehold area to provide for employee and customer auto parking, delivery and passenger drop off will be required.

II. Personnel

Basic Requirement: One FAA certificated commercial pilot who is rated to conduct air taxi service in each type of aircraft offered.

III. Aircraft

One instrument rated single engine aircraft able to seat a minimum of 4 passengers, and one instrument rated multi-engine aircraft able to seat a minimum of 6 passengers, both meeting all requirements of the Air Taxi/Commercial Operator Certificates hold and instruments operations outlined under 14 CFR Part 135. Each aircraft shall be owned or leased in waiting to lessee and meet all relevant requirement of 14 CFR Part 135.

IV. Hours of Operation

Basic requirement: The hours of operation shall be 8 hours a day, a minimum of 6 days a week. Provide on call service during non-operating hours.

V. Insurance Coverage

Aircraft Liability

Bodily injury	1,000,000 each person 3,000,000 each accident
Property damage	1,000,000 each accident
Passenger Liability	1,000,000 each passenger 1,000,000 each accident

Comprehensive Public Liability and Property Damage

Bodily injury	1,000,000 each person 3,000,000 each accident
Property damage	3,000,000 each accident

Optional: Increase amounts of coverage if warranted.

**Category G – Radio, Instrument, or Propeller Repair Service
(Special)**

Lessees desiring to provide a radio, instrument, or propeller repair service must hold and FAA repair station certificate and ratings for same and lease and/or provide as a minimum the following:

I. Land

Basic requirement: The leasehold shall consist of a minimum of 8000 square feet of paved (asphalt or concrete) aircraft parking area and a minimum of 6000 square feet of permanent structure to accommodate aircraft undergoing maintenance and for repair and aircraft awaiting parts which cannot be parked outside. The building shall include men's and women's restrooms, public telephones, and customer lounge. Design and construction of the maintenance facility shall meet local, state and federal industrial code requirements. The leasehold shall also consist of adequate square footage to provide for employee and visitor auto parking, delivery, and visitor drop-off.

II. Personnel

Basic requirement: One FAA certificated repairman qualified in accordance with the terms of the Repair Station Certificate.

III. Hours of Operation

Basic requirement: The hours of operations shall be 8 hours a day, a minimum of 5 days a week.

IV. Insurance Coverage

Hangar Keepers Liability (see note) each person

Products Liability 1,000,000 each accident

Note: Insurance coverage limits appropriate to risk exposure. Lessee should also provide non-ownership Aircraft Liability.

Comprehensive Public Liability and Property and Damage

**Bodily injury 1,000,000 each person
3,000,000 each accident**

Property damage

1,000,000 each accident

**Category H – Multiple Services
(Special)**

Lessees desiring to engage in two or more commercial aeronautical activities must lease and/or provide as a minimum the following:

I. Land

Basic requirement: Where the standards call for a minimum of square footage of space, and the applicant is permitted to conduct more than one activity, then such applicant shall have the minimum square footage for that activity which requires the greatest necessary to allow for employee and visitor auto parking, delivery and passenger/visitor drop-off.

II. Personnel

Basic requirement: Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.

III. Aircraft

All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft to meet these requirements.

IV. Equipment

All equipment, specifically required for each activity, must be provided.

V. Services

All services specifically required for each activity must be provided during the hours of operations.

**Category 1 – Corporate or Private Hangar Tenant
(Special)**

A person having the use designation of “Airport Tenant” shall be limited to the following and only the following uses:

Storage of wholly owned or leased aircraft and service maintenance on wholly owned or wholly leased aircraft. Such person may provide fuel for owned or leased aircraft but only after meeting the requirements of (d (1) "Nonpublic Aircraft Fuels and oil dispensing." Such person shall not hangar aircraft owned by others, nor offer, nor provide, for financial gain, any services whatsoever to others, except however, other's aircraft may be temporarily angered without compensation. "Temporarily" means less than 30 days in any one calendar year. Lessee will be responsible for applicable fuel flowage fees.

I. Insurance Coverage

Aircraft Liability

Bodily injury	1,000,000 each person 3,000,000 each accident
Property Damage	1,000,000 each accident
Passenger Liability	1,000,000 each passenger 3,000,000 each accident

Comprehensive Public and Property Damage

Bodily injury	1,000,000 each person 3,000,000 each accident
Property damage	1,000,000 each accident

II. The Standard Lease Provisions (a) and (c) shall not be applicable.

III. Due to the vast variety of single and multi-occupancy hangars, a single, a minimum standard for building and acreage is not established. Therefore, each application under this standard will be considered on its own merits with regard to future Airport development and cost associated with connecting leasehold to existing aircraft movement areas.

**Revised
June 18, 1992**

**Regulations for the
Self-fueling of private aircraft on
Texarkana Regional Airport**

I. Purpose

Fuel trucks operating on the ramp at Texarkana Regional Airport must be professionally operated managed, supervised, and controlled to minimize liability and assure optimum safety of operation. Therefore, the operation of such specialized fuel facilities and equipment on the airport shall be provided through the airport's full-service Fixed Base Operator (FBO).

However, recognizing the need to provide certain grades and types of fuel which are not currently provided by the airport's FBO, and to provide individual aircraft owners with the opportunity to service their own aircraft, the following regulations have been established to govern private non-commercial self-fueling of by individual private owners of aircraft at Texarkana Regional Airport. These regulations do not conflict with, supersede, or nullify the requirements included in the Minimum Standards for Fixed Base Operators and Airport Tenants, approved by the Texarkana Airport Authority on December 20, 1990. These regulations do not conflict with, supersede, or nullify the requirements under any FAA Advisory Circulars or National Fire Protection Association Standards (NFPA).

II. Non-public Self-fueling Permit

Each applicant must apply for and receive a NON-PUBLIC SELF-FUELING PERMIT from the Airport Director before engaging in any aircraft fueling operations on Texarkana Regional Airport. Permit applications may be obtained from the Airport Administration Office and will require the following information:

- A. Name, address, and phone number
- B. Type, color and registration number of aircraft
- C. Proof of ownership or proof of lease agreement in applicant's name
- D. Proof of required insurance
- E. Proof of Certificate of Completion for hazardous substance (fuel) fire safety training by Fire Marshall
- F. Proof of Certificate of Operation from Fire Marshall for approval of fueling apparatus

Each Permit will be issued for a maximum of one calendar year beginning on January 1, 19XX. The Permit fee is a flat fee per year which is listed below and includes any fuel flowage fees which would be applicable. This permit shall be prorated when issued for less than 12 full months. The Permit is NOT TRANSFERABLE.

- 1. \$25.00 Gliders

- | | |
|-------------|---------------|
| 2. \$50.00 | Single-engine |
| 3. \$100.00 | Twin-engine |
| 4. \$150.00 | Turbo-engine |

III. Insurance

Permittee, at Permittee's sole cost and expense, and for the full term of the Permit or renewal thereof, shall obtain and maintain at least the following minimum insurance requirements prior to commencing any fueling activities on Texarkana Regional Airport:

- A. A comprehensive general liability policy with a minimum limit of not less than \$1,000,000.00 combined single limit for bodily injury and property damage.
- B. In the event that the "Certificate of Insurance" is cancelled, reduced or not renewed, the Permit is automatically revoke.

IV. Indemnification

The Texarkana Airport Authority shall stand indemnified by Permittee as herein provided. Permittee is and shall be deemed to be an independent contractor and operator responsible therefore. Permittee covenants and agrees to indemnify, hold harmless and defend the Texarkana employees from and against any and all claims for damages incident to the use of this Permit.

V. Restriction From Public Fuels Dispensing

Permittees holding this SELF-FUELING PERMIT shall be restricted from selling and dispensing aircraft fuel to other airport users, including locally-based and transient aircraft. Fueling of any aircraft no owned, leased in writing, or otherwise listed on the Permit, will result in automatic revocation of said Permit. Permittee may only dispense fuel into aircraft listed on the Permit.

VI. Training of Personnel Dispensing Fuel

Personnel engaged in dispensing of aircraft fuel shall be properly trained in the area of hazardous substance (fuel) fire safety training curriculum must be approved and conducted. This training curriculum must be approved and conducted by the Texarkana Arkansas Fire Department. Upon successful completion, the Fire Marshall will issue a Certificate of Completion. Aircraft fueling practices or procedures observed by the Airport Director, his staff, or the public, which are deemed unsafe from a fire safety perspective, will be investigated. Continued unsafe aircraft fueling practice of

procedures may result in revocation of the Permit in the interest of the public safety.

VII. Fuel

Permittee shall provide aircraft fuel of the types required by those aircraft which Permittee owns. The dispensing of fuels shall conform with Airport regulations and NFPA 407 regulations apply and the apparatus bringing those containers on the airport must meet the requirements of NFPA 407.

VIII. Fueling Apparatus

- A. The only fuel container which can be used to fuel aircraft is one which is 5 gallons or less in size and the container itself must be approved by the Fire Marshall. This is limited to one container on the premise as per the City Fire Code. If more than one container is uses, NFPA 407 regulations apply and the apparatus bringing those containers on the airport must meet the requirements of NFPA 407.**
- B. Fueling apparatus must meet the requirements of the City Fire Code which in this case is NFPA 407 and must be registered to the individual permittee. A certificate of operation will be issued by the Texarkana, Arkansas Fire Marshall for the fueling apparatus.**
- C. Fueling apparatus shall be properly maintained, operated, and equipped in accordance with recommendations, requirements, and regulations of FAA Advisory Circulars, Part 139, and NFPA Standards.**

IX. General Fueling Regulations

- A. Fueling must be done in compliance with all local, state, and federal regulations and NFPA 407 “Standards for Aircraft Fuel Servicing”. A copy of the NFPA 407 may be obtained from the Fire Marshall or the Airport Administration Office.**
- B. No fueling is permitted from one hour after sunset thru one hour before sunrise.**
- C. Fueling activities must be conducted at the designated fuel handling location. This location is the concrete pad located inside the gate to the left of the entrance to the T-Hangar Area.**
- D. No aircraft may be fueled while the engine is running or being warmed by application of exterior heat. No person may smoke within fifty feet of any aircraft being fueled.**
- E. No aircraft may be fueled while passengers are on board the aircraft.**

- F. No person shall operate any radio equipment, radar, or any other aircraft related electrical equipment or other electrical tool or appliance while fueling an aircraft.
- G. Adequate fire extinguishers as described in the NFPA 407 shall be in ready and convenient reach of anyone conducting fueling operations.
- H. Persons engaged in fueling activities shall exercise caution to insure fuel is not spilled during handling for fire safety and environmental reasons. The engine of any aircraft should not be started with any appreciable amount of fuel under the aircraft. Large spills in any amount deemed unsafe or generally a puddle three (3) feet in diameter or larger, the aircraft owner or fuel handler on scene must request an Airport ARFF response.
- I. All hoses, funnels and appurtenances used in fueling or de-fueling shall be equipped with a grounding device to prevent ignition of volatile liquids. A grounding connection is provided on each side of the designated fuel handling pad.
- J. Permittees may not store fueling apparatus on the airport.

X. Fuel Vehicle Inspections

Fueling apparatus which have received a Certificate of Operation from the Fire Marshall will be subject to periodic inspections by the Fire Marshall as well as possible quarterly inspections as may be required by Part 139. The permittee should be advised that his apparatus may also be subject to inspection by FAA Airport Safety Inspector during his annual certification of the airport.

Application for Non-public Self fueling permit

Name _____

Address _____

Phone _____

Aircraft Information

Aircraft _____ Color _____ Tail # _____

Owned _____ Leased _____

Fueling Apparatus Information

Vehicle make and model _____
License # and state _____ Color _____
Signs or marking (if any) _____

1. Please attach a copy of your comprehensive general liability insurance policy that pertains to your fueling your aircraft at Texarkana Regional Airport to this form. The copy will be retained in your file located in the Airport Administration Office.
2. Please attach a copy of your certification of completion for the hazardous substance (fuel) safety training.
3. Please attach a copy of your certificate of operation for the vehicle you intend to use for self-fueling along with proof of insurance for this vehicle.

When this form is received with all of the required information included, long with permit fee, a letter from the airport director will be forwarded authorizing you to conduct fueling operations.

I certify that the above information is correct and I agree to abide by the regulations governing this permit.

Name Date

**Revision log
Texarkana Regional Airport
Minimum Standards**

<u>Date</u>	<u>Page #</u>	<u>Revision</u>
09/11/95	11	Deletion of last paragraph. Defining location of fuel farms.