

City Council Agenda Items
and
Contracts, Leases or Agreements

2/7/2012

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: a Resolution to approve a revision to the Airport Minimum Standards.

NA

Cost of this request

Category / Project Budget

Program Category / Project Name

NA

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

NA

Project Number

\$

-

Remaining Balance

Airport

Fund Name

Budgeted Item

Budget Adjustment Attached

Jeffery J. Gully
Department Director

1-18-12
Date

Previous Ordinance or Resolution # 4-Jan

Department Director

Date

Original Contract Date:

Jan Bradley
City Attorney

1-20-12
Date

Original Contract Number:

City Attorney

Date

Paula A. Beck
Finance and Internal Services Director

1-20-2012
Date

Received in City Clerk's Office

01-20-12 P12:09 RCVD

Ken J.

Chief of Staff

Date

Received in Mayor's Office



Mayor

Date


Comments:

City Council Meeting of: February 7, 2012
Agenda Item Number:



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan
THRU: Chief of Staff
THRU: Staff/Contract Review Committee
THRU: Terry Gulley, Transportation Director
FROM: Ray M. Boudreaux, Aviation Director 
DATE: January 12, 2012

SUBJECT: Approval of Airport Minimum Standards Re-write

RECOMMENDATION: Approve the update of the Airport Minimum Standards. This document outlines requirements and standards of operations for businesses and tenants on the airport. It was last reviewed and updated by resolution in January 2004.

BACKGROUND: The City Council has historically adopted these Minimum Standards by resolution which gives Airport Management the authority to enforce the provisions. These Minimum Standards are similar to standards on other airports Nationwide. This update does not change remarkably the original document but changes the name of the airport to the Fayetteville Executive Airport, Drake Field.

BUDGET IMPACT: None

Attachments: Staff Review
Minimum Standards

RESOLUTION NO. _____

A RESOLUTION APPROVING THE REVISED MINIMUM STANDARDS FOR THE FAYETTEVILLE EXECUTIVE AIRPORT DRAKE FIELD AS APPROVED AND RECOMMENDED BY THE AIRPORT ADVISORY BOARD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the revised Minimum Standards for the Fayetteville Executive Airport Drake Field as approved and recommended by the Airport Advisory Board. A copy of the revised Minimum Standards, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 7th day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

RESOLUTION NO. 01-04

A RESOLUTION APPROVING THE REVISED MINIMUM STANDARDS FOR THE FAYETTEVILLE MUNICIPAL AIRPORT AS APPROVED AND RECOMMENDED BY THE AIRPORT ADVISORY BOARD.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the revised Minimum Standards for the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board. A copy of the revised Minimum Standards, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 6th day of January, 2004.



APPROVED:

By: *Dan Coody*
DAN COODY, Mayor

By: *Sandra Smith*
SONDRA SMITH, City Clerk



**FAYETTEVILLE EXECUTIVE AIRPORT - DRAKE FIELD
4500 S. SCHOOL AVENUE, SUITE F
FAYETTEVILLE, ARKANSAS 72701**

**THE
MINIMUM STANDARDS
FOR FAYETTEVILLE EXECUTIVE AIRPORT
DRAKE FIELD**

**ORIGINALLY ADOPTED: February 16, 1981 Resolution 25-81
AMENDED: May,18, 1993 Resolution 50-93
UPDATED AND REPLACED BY: June 6, 2000 Resolution 78-00
AMENDED: December 5, 2000 Resolution 162-00
UPDATED AND REPLACE BY: January 6, 2004 Resolution
UPDATED AND REPLACED BY:**

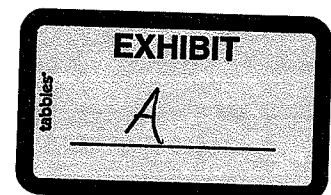


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**THE MINIMUM STANDARDS
FOR
FAYETTEVILLE EXECUTIVE AIRPORT, DRAKE FIELD
FAYETTEVILLE, ARKANSAS**

INTRODUCTION

In order to encourage and ensure the provision of adequate services and facilities, the economic health of, and the orderly development of aviation and related aeronautical activities at the Fayetteville Executive Airport, Drake Field, the City of Fayetteville as proprietor, sponsor and operator of the airport establishes these minimum standards and requirements (“Minimum Standards”).

The following sections set forth the Minimum Standards prerequisite to a person or entity operating upon and engaging in one or more activity upon the airport. The Minimum Standards are not intended to be all-inclusive. Any person or entity engaging in activities at the airport will be required to comply with all applicable federal, state and local laws; ordinances; codes; and other similar regulatory measures to such activities and these Minimum Standards.

STATEMENT OF POLICY

The Fayetteville Executive Airport, Drake Field Administration intends to operate, manage, plan, finance and develop the airport for its long-term financial viability and safety in a manner consistent with generally accepted airport practices and applicable federal, state and local policies and regulations.

Accordingly, all entities wishing to perform aeronautical and /or commercial, and /or any other activities at the airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if applicable) to occupy available facilities at the airport.

The granting of rights and privileges to individuals and businesses will not be construed in any manner as affording any operator any exclusive right for use of the premises and/or facilities at the airport other than those premises which may be leased exclusively to any operator, and then only to the extent provided in a written lease and/or permit.

While the airport director has the authority to manage the airport (including the authority to interpret, administer, and enforce airport agreements and airport owner policies and the authority to permit temporary, short term occupancy of the airport), the ultimate authority to grant the occupancy and use of the airport real estate or permits allowing for the conduct of all activities, and to approve, amend or supplement all leases and permits is expressly reserved to the City of Fayetteville City Council after the advice and council of the Airport Board.

SECTION 1: DEFINITIONS

As used herein, the following terms shall have the meaning listed:

AIRPORT LAYOUT PLAN: - (ALP) Official Airport Plan prepared by the Airport Consulting Engineer in consultation with Airport staff and the Airport Board, approved by the Airport Director and FAA

AIR OPERATIONS AREA: - (AOA) That portion of the Airport designated for use by aircraft and including all runways, taxiways, ramps, aprons and any other areas so delineated for use by aircraft, inside the perimeter fence.

AERONAUTICAL ACTIVITY: - Shall mean any activity which involves, makes possible, or is required for the operation of aircraft or which contributes to, or is required for, the safety of such operations and shall include, but not by way of limitation, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental, sight seeing, 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 included activities, repair and maintenance of aircraft, sale of aircraft parts, sale of and maintenance of aircraft accessories, including radio, communication and navigation equipment and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an "aeronautical activity".

AIRCRAFT: - Any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air.

AIRPORT: - Shall mean Fayetteville Executive Airport, Drake Field, Fayetteville, Arkansas owned and operated by the City of Fayetteville.

AIRPORT BOARD: - Shall mean the seven member board, appointed by the Fayetteville City Council to provide guidance for Airport operations, practices and procedures.

AIRPORT DIRECTOR: - Shall mean the Manager or Director of the Airport as designated by the City of Fayetteville.

CITY COUNCIL: - Shall mean the City of Fayetteville, Arkansas, Council as duly constituted at any time.

DRIVER: - Any person who is in actual physical control of a vehicle.

MINIMUM STANDARDS: - The requirements, standards, rules and regulations established herein, as amended from time to time by the City Council upon recommendation of the Airport Board,

setting forth the minimum requirements to be met as a condition for the right to conduct any activity on the Airport.

MOTOR VEHICLE: - any ground vehicle that is self-propelled.

MOVEMENT AREA: - the area which is under the direct control of the tower, it includes 500 feet perpendicular to and either side of the runway centerline, 200 feet outward from each threshold and a 118 foot area which encompasses each taxiway.

ENTITY: - Any person, firm, partnership, corporation, company or association; and including any trustee, receiver of similar representative thereof.

PILOT: - Any person who is responsible for control of an aircraft.

SECTION 2: GENERAL USE AGREEMENT

No entity, incorporated or otherwise, shall conduct any activity at the Fayetteville Executive Airport, Drake Field, unless a valid agreement authorizing such activity has been entered into between the entity and the City of Fayetteville. (This does not apply to transient aircraft operations.)

The agreement will present the terms and conditions under which the activity will be conducted at the airport, including but not limited to: term of the agreement, rent charges, fees and other charges, and the rights and obligations of the respective parties.

SECTION 3: GENERAL REQUIREMENTS

The following general requirements shall apply to all activities at the Airport:

FEDERAL AVIATION REGULATIONS (FAR'S): The regulations of the Federal Aviation Administration for aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted and made a part hereof as though fully set forth and incorporated herein.

SAFEGUARD OF PERSONS AND PROPERTY. The Airport Director or his/her designated representative shall at all times have authority to take necessary legal actions to safeguard any person, aircraft, equipment or property at the Airport.

LEASE OF AIRPORT PROPERTY. The City of Fayetteville may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, aprons, taxiways and auto parking lots in accordance with the approved Airport Layout Plan.

Leased land from which any building, hangar, or structure is removed after due notice will be

cleaned and put back to the condition as originally received by the Lessee.

Lease applications will be submitted through the Airport Director's Office for approval. Following review by the Airport Director and the Airport Board, applications will be processed through the City's Contract Review Committee and the City Attorney for signature by the Mayor. The exceptions will be the standard leases, such as T-Hangar Leases, etc., which, following review and approval by the Airport Director, will be forwarded through the City's Contract Review Committee for the Mayor's signature. All applications for sub-lease or assignment must be submitted to the Airport Director for approval, then forwarded through the City's Contract Review Committee for the Mayor's signature.

No structures may be erected beyond the building restriction line or in conflict with the approved Airport Layout Plan, unless revision are made to the Plan and approved by the FAA.

Fuel Flowage Fees: A fuel flowage fee will be charged for all fuel dispensing activities based on the established City Ordinance, Title IX (9), Chapter 91.16 currently approved and placed in effect by the City Council.

Lien for Charges: A lien for charges may be used to enforce the payment of any charge made for repairs, routine invoicing, improvements, storage or care of any personal property, made or furnished by the City or its agents, in connection with the operation of the Airport. The City shall have a lien upon such personal property, which shall be enforceable as provided by law.

Lien Possessory Right: A lien possessory right may be used to enforce the non-payment of charges. The Airport Manager may retain possession of personal property until all reasonable, customary and usual compensation shall have been paid in full.

Unauthorized Signs and Equipment: No signs or non-aeronautical equipment or portable buildings/house trailers may be erected, moved in or installed on the Airport property except as may be specifically authorized by the Airport Director, in accordance with the City of Fayetteville Sign Ordinance.

Surreptitious Activities: Any person observing suspicious, unauthorized or criminal activities must report such activities immediately to the Airport Administration or Police.

Wrecked/Damaged/Disabled Aircraft: The owner of any aircraft damaged as a result of an accident shall be responsible for the prompt removal of the aircraft following release by the FAA or the National Transportation Safety Board. No aircraft in a non-airworthy condition so disabled as to give the appearance of a wrecked plane, or otherwise so damaged as to be unsightly, shall at any time be parked or tied down out of doors in public view, except with specific authorization by the Airport Director.

Damage to Airport: Any entity, and/or the owner of any aircraft or vehicle causing damage of any kind to the Airport or airport facilities shall be liable to the Airport.

Injury to Persons: Persons entering upon Airport grounds do so at their own risk and with no liability incurring to the Airport for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all valid laws, resolutions, orders, rules and regulations promulgated and enforced by the Airport or by any authority having jurisdiction over the conduct and operation of the Airport including the FAA. It shall be incumbent upon the user/tenant to be familiar with these regulations.

Pilots: Only properly licensed persons holding current airman and medical certificates issued by the FAA shall be authorized to operate aircraft upon the Airport. This limitation shall not apply to properly licensed sport pilots, ground operations by properly trained and qualified person, students in training while under the supervision of licensed instructors, or to public aircraft of the Federal Government or of a State, territory or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

NOTE: Use of the Airport by ultralight vehicles/motorless aircraft without operational contact with the ATCT shall be subject to prior approval by the Airport Director and shall be in accordance with FAR PART 103 and any other rules set by the Airport. Ultra-light operators must be familiar with traffic pattern procedures and shall maintain radio contact with the Air Traffic Control Tower.

Intoxicants and Narcotics Prohibited: No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the Airport; provided however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.

Foreign Objects: No foreign objects, including bottles, cans, scrap or any object that may cause damage to an aircraft shall be left upon the floor of any building or upon any part of the surface area of the Airport.

Authorized Persons - Air Operations Area (AOA): Any person who has authority to enter the AOA and who permits a guest to accompany him or her shall be responsible for ensuring that such guest remain accompanied by an authorized person at all times while in the AOA. Any person entering the AOA shall ensure that any gate through which entry is gained is properly closed after they enter and is to notify the Airport Management promptly if such gate does not close properly. If vehicle access is used to enter, the vehicle operator, after proceeding through the open gate will stop, and wait until the gate is closed before proceeding to his or her destination. No unrestrained pets, or animals, will be permitted in the AOA.

Vehicle Operations - Air Operations Area – (AOA): No person shall operate any vehicle in the AOA unless such person is licensed to operate such vehicle on the public highways of this State, or unless such vehicle is licensed for operation on such highways or is specially authorized for operation on Airport property only.

No person shall operate any vehicle on any part of the Movement Area without first receiving

Movement Area Driver Training conducted by Airport Administration and obtaining permission from the Control Tower, or after its closure, advising of position and intentions by use of the Common Traffic Advisory Frequency.

Every person operating a vehicle in the AOA shall obey the lawful order, signal or direction, by voice, hand or otherwise, of the Control Tower or of any Airport staff member, Airport Rescue and Fire Fighting staff member or law enforcement officer.

No person shall operate any vehicle in the AOA unless authorized to do so by the Airport Director or his/her designated representative.

No person shall operate any vehicle on any part of the airport in a negligent manner or while the operator is under the influence of intoxicating beverages, narcotics or any substance which could adversely affect the full and rational exercise of a driver's mental or physical faculties, or when the vehicle is in an unsafe condition or equipped or loaded so as to endanger persons or property or in a manner unsafe for existing conditions.

All persons on the Movement Area shall obey the following Airport Control Tower light signals:

RED-----STOP
FLASHING RED-----CLEAR RUNWAY IMMEDIATELY
GREEN OR FLASHING GREEN-----PROCEED
ALTERNATING RED & GREEN-----USE EXTRA CAUTION
FLASHING WHITE-----RETURN TO POINT OF ORIGIN

No person shall operate any vehicle on the runway, taxiway or movement area unless such vehicle is equipped with a two-way radio in operating condition.

All aircraft, motor vehicles and ground equipment while inside the AOA must be adequately lighted or marked with suitable reflectors during the hours of darkness or periods of reduced visibility during the daylight hours. Reduced visibility is defined as any ground visibility less than 500 feet.

All ground self-propelled vehicles, except responding emergency equipment, shall yield the right-of-way to any aircraft in motion. All aircraft shall hold their positions during an emergency unless otherwise directed by the Control Tower.

Pedestrians and aircraft shall at all times have right-of way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft.

No person shall operate, park or stop any vehicle in any aircraft parking area, landing areas, ramp or taxiway except as authorized by Airport Management.

No person shall operate or park any ground vehicle in any area that is not designated by signs or markings.

No person shall operate any vehicle at speeds greater than fifteen (15) miles per hour upon any area of the AOA with the exception of the Movement Area, in which vehicles shall not operate at speeds greater than thirty five (35) miles per hour. Emergency vehicles while responding/training and official Airport vehicles being used in the performance of official duties are excluded from this section when necessary to accomplish an emergency or official mission; however, such vehicles shall at all times be in contact with the Control Tower.

Fueling of Aircraft: Aircraft shall not be fueled while the engine is running, or while in a hangar, nor other enclosed place. Hot Aircraft Refueling may be performed for Military Training IAW authorization outlined in a Letter of Agreement for Military Training executed by Airport administration and the Military Organization conducting the training.

All fuel trucks will be equipped, operated and maintained in accordance with the National Fire Protection Association, Incorporated, NFPA Manual 407 "Aircraft Fuel Servicing."

Persons or aviation businesses wishing to supply and dispense aviation fuel for their private use must first apply for a permit, be granted a permit, and comply with the "Minimum Standards for Self Fuelers" before initiating their self fueling program.

Public sale of automobile gas for use in aircraft will not be permitted on the Airport except as authorized by Airport Administration and properly administered by same.

Aviation or auto fuels will not be stored within a hangar and all fuel which is supplied to the Airport for aeronautical use will pay the applicable flowage fees as specified by City Ordinance.

Tie-down of Aircraft: All aircraft, not hangared, shall be tied down or secured at night and during inclement weather. Aircraft owners or their agents are responsible for the tie-down or security of their aircraft.

Running Aircraft Engines: On aircraft not equipped with adequate brakes, the engine shall not be started until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.

No airplane will be propped, started or left running without qualified personnel at the controls.

No engine shall be started or run inside any building.

Damage to Runway Lights: Damage to any field light or fixture shall be reported to Airport Management immediately. Persons causing damage to runway and taxiway lights, as a result of negligent operation of an aircraft, vehicle or as result of a willful act will be liable for replacement cost of the light(s) and/or fixture(s).

Taxiing Aircraft: No person shall taxi an aircraft until he/she has ascertained that there will be no

danger of collision with any person or object in the immediate area.

Aircraft will be taxied at a safe and prudent speed, and in such manner as to be at all times under the control of the pilot or taxi certified technician.

Parking Aircraft: Aircraft shall be parked in the areas designated by the Airport Manager for that purpose.

Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Director as an emergency measure or in an unusual situation. Vehicles shall use care to avoid interference with aircraft in the aircraft parking areas.

Unattended aircraft will be properly shut down, chocked and/or tied down.

Loading/Unloading of Aircraft: Aircraft will not be loaded or unloaded with the engine(s) running with the exception of medical operations.

Authority to Suspend Operations: The Airport Director or his/her designated representative during the absence of the Director may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

Take-offs on Apron, etc.: No take-offs or landings shall be made on the apron, parking ramp or taxiway except by special permission of the Airport Director. Helicopters may depart from the Parking apron with permission from the ATCT.

Common Courtesy: Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course.

Parachute Jumping: Parachute jumping into the airport is prohibited except when special arrangements have been made which are authorized by the Airport Director.

Special Procedures: The Airport Director may, in the interest of safety or for special events, designate special traffic procedures for certain operations, such as air shows, lighter than air operations, banner towing, ultralights, etc. Prior approval from the Airport Director is required.

Fire Regulations: Every person using the Airport or its facilities for any purpose, shall exercise the greatest care and caution to prevent fires.

Smoking or open flame within fifty (50) feet of any aircraft or fuel truck is prohibited.

Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager.

No flammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building.

No one shall smoke, ignite a match or lighter in any airport public owned building.

The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall not be used for cleaning floors.

Refuse, trash, or litter, such as, boxes, crates, cans, bottles, paper, tall grass/weeds shall not be permitted to accumulate in or about a hangar.

At least two 20 lb portable fire extinguishers will be available within 50 feet of the fuel pumps or truck where the open hose discharge capacity of the fuel pump is not more than 200 gallons per minute; at least one wheeled 80 lb fire extinguisher where the open hose discharge capacity is more than 200 gallons per minute, but not more than 350 gallons per minute; at least two wheeled 80 lb fire extinguishers where the open hose discharge capacity is greater than 350 gallons per minute.

All aviation fuel nozzles will have "dead man" controls which will shut off the fuel flow when the nozzle hand control is released. No "lock open" type nozzle shall be permitted for fueling aircraft.

Only when the pilot or crew member is present at the aircraft will a fueling operation take place while passengers are aboard.

In all matters related to aircraft fueling safety the provisions of NFPA Manual 407 "Aircraft Fuel Servicing" published and available from the National Fire Protection Association, Incorporated, 470 Atlantic Avenue, Boston, Massachusetts 02210, shall prevail (as updated or amended from time to time).

Any fuel which becomes spilled through the fueling procedure, fuel farm loading and unloading procedure or fuel which is spilled from any portion of any aircraft is the responsibility of the owner of the aircraft or fueling agency involved. It is their responsibility to clean up the spill. The clean up procedure will conform to those set forth by the Arkansas Department of Environmental Quality (ADEQ) and all other City, State and Federal guidelines. Under no circumstances is fuel to be "washed down", but instead it shall be absorbed with an approved material and disposed of in the manner specified by City, State and Federal guidelines. All costs of such clean up shall be borne by the owner/company/tenant involved.

Aircraft Painting: Aircraft painting is prohibited in all buildings except those approved as paint shops. All such facilities will abide by all local, City, State and Federal regulations in place and as amended from time to time by the governing bodies. Any violations and subsequent fines/fees which may be levied shall be borne by the party involved in the violation.

Knowledge of Rules Implied: By publication of these Minimum Standards all persons will be deemed to have knowledge of the contents. Copies of the Minimum Standards are available to all

persons requesting a copy.

Copies will be available at all times in the airport office, and copies will be furnished to owners and operators of aircraft based on the Airport.

Conflict in Rules: If and where there is conflict in these and the Federal Aviation Regulations (FARs) the latter shall prevail.

SECTION 4: PENALTIES

Penalty for Violation: Any person operating or handling an aircraft in violation of any of these Minimum Standards or refusing to comply herewith, may, at once, be asked to leave the Airport, or may be denied use of the Airport by the Airport Director. When extreme circumstances or conditions exist, said violator may be deprived of the further use of the Airport and its facilities for such period of time as may appear necessary for the protection of life and property.

Any violation of these Standards, as adopted by Council Resolution, shall be subject to all applicable laws of the City of Fayetteville Police and Fire Departments and punishable by fine. This section is cumulative of all other penalties for violation of Federal, State and Local laws, rules, regulations and ordinances.

Prosecution for an offense under this Resolution does not prevent the use of other enforcement remedies or procedures, including administrative measures applicable to the person charged with the conduct involved in the offense.

If any provision of this Resolution is held insufficient as the basis of criminal prosecution as provided herein, the same shall nevertheless be a ground for revocation or suspension of any license, permit or privilege issued under this Resolution.

For any violation hereof, a law enforcement officer or other appropriate enforcement official may require the person cited to sign a written or printed notice to appear in court. If the person cited signs such notice, the officer or other appropriate official may permit the person to proceed without further detaining him/her at that time. Signing the notice shall not be an admission of guilt.

Refusal of the person cited to sign the notice, or failure after signing the notice to appear in court as required, shall be grounds for suspending a license/permit or other privileges at the Airport.

Nothing in this article shall prevent the issuance of a warrant of arrest on the same charge, and trial and conviction thereon as in other cases.

The Director may request any person committing a violation to cease said activity or leave the Airport, and ask any person who fails to comply with such request to leave.

In any case in which the Federal Aviation Administration, the Arkansas Department of

Environmental Quality or the Environmental Protection Agency or any other governing agency assesses a civil penalty against the Airport for any Federal/State/Local Regulation violation, the City of Fayetteville shall be reimbursed by the person whose act, or failure to act, caused the violation resulting in the civil penalty or by the person whose employee, agent, servant or independent contractor caused the violation resulting in the civil penalty. This shall be in additiona to any other penalty caused by the person whose act or failure to act causes a violation.

Termination of Permits/Leases/Contracts: Any person, who continues to violate these Minimum Standards shall forfeit his or her rights to the use of the facilities. Issuance of multiple citations or warnings for violations in a 12 month period will be deemed as a basis for conducting a review of the operator/tenant/contractor by the City of Fayetteville. Judgments made based on this review shall be considered binding and cause for termination of their permit/lease/contract. Appeals to action taken by the Airport Management should be made to the Airport Board within thirty days to request a hearing review.

Saving Clause: Should any part of this Resolution be invalid or unconstitutional, no other part shall necessarily be affected thereby.

SECTION 5: APPLICATIONS

Any person, firm or corporation desiring to enter into any form of activity of any nature upon the premises of the Fayetteville Executive Airport shall first obtain permission from the Airport Director. Each application shall be made in writing and filed with the Airport Director, setting forth in detail the nature of the proposed activity including but not limited to the names and addresses of the owners, the proposed activity, the number of employees, the amount of space or land required and the qualifications of the owners to perform the proposed activity. The application form located at Attachment 1 will be filled out completely.

SECTION 6: NOTICE

Upon the filing of such an application with the Airport Director, and provided it meets the requirements set forth in Section 5, it shall be referred to the Airport Board and Mayor with any recommendations that Airport Staff deem necessary.

Any like business, already in operation shall be notified by first class mail, or in person, of any application which would incorporate a duplication of a business currently in operation/existence.

SECTION 7: LEASE/CONTRACT/PERMIT

Upon approval of any such application as submitted or modified, the Airport Director shall cause to be prepared a suitable lease/contract/permit setting forth the terms and conditions of the land/facility to be utilized or built, which lease/contract/permit shall, in every instance, be conditioned upon:

- a. Original and continued compliance with the Standards required for each particular activity approved and shall refer and incorporate these Standards by reference;
- b. Any structure or facility to be constructed or placed upon the Airport shall be constructed in a manner to conform to all safety regulations of the State of Arkansas, the City of Fayetteville, the FAA and any other governmental entity having regulatory authority in connection therewith, and shall be in compliance with the requirements of current building codes and fire regulations of the City of Fayetteville; and that any construction once commenced will be diligently pursued to completion.
- c. The right of the City Council to modify or add to the Standards for operation at the Airport.

SECTION 8: GENERAL REQUIREMENTS FOR ALL AIRPORT ACTIVITIES

The following general requirements shall apply to all activities at the airport. Each applicant, and all others, for permission to conduct activities at the Airport, shall comply with the following and enter into a written agreement with the City of Fayetteville Airport Director prior to conducting activity of any kind:

- a. Each entity shall demonstrate a history of management and personnel ability, or a Business Plan for the service to be provided, in conducting the same, similar, or comparable type of service or activity.
- b. Each entity shall have the financial responsibility and ability to provide facilities and services proposed;
- c. Each entity has, or can, reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed;
- d. Each entity can and will, at all times, meet standards of all Local, State and Federal bodies having regulatory authority over the Airport entity and any proposed activity.
- e. Each entity shall pay a fee, and/or shall lease space from the Airport or land on which to build said suitable space. Each entity will maintain its exclusive area at all times, subject to the approval of the Airport Director.
- f. Each entity shall operate in a manner which does not infringe on the rights or property of others and conduct all activity in a fashion which shows due trust to the public.
- g. Each entity shall agree to indemnify and hold harmless, the City of Fayetteville, of

and from any claims of liability for personal injury, death, or property damage resulting from its operation at the Airport. Insurance in the amounts listed, as applicable, shall be maintained in force at all times until the permit is relinquished or cancelled. The City of Fayetteville shall be listed as additional insured on all commercial insurance policies.

COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE FOR AIRPORT PREMISES:

Liability coverage to provide for bodily injury, mental anguish, personal injury and damage to someone else's property resulting from the ownership, maintenance or use of airport premises is required. Including, but not limited to the use of mobile equipment which is owned, leased or borrowed while it is on the airport premises. Mobile equipment means a land vehicle (including machinery and/or apparatus attached to it), whether or not it's self propelled, used exclusively for the maintenance or handling of aircraft or airport premises.

COVERAGE AND LIMITS PROVIDED FOR THE USE OF AIRCRAFT ON THE AIRPORT PREMISES:

General Aviation:

General aviation is to be considered the use of an aircraft for the personal business and/or pleasure use of the owner or leaseholder of an aircraft. Liability limits required by the City of Fayetteville as owner/operator of the Airport shall be:

Aircraft and Comprehensive Public Liability and Property Damage:

- \$250,000. Bodily Injury each Occurrence
- \$250,000. Personal Injury each Occurrence
- \$250,000. Property Damage including Fire Legal Liability
- \$3,000. Medical Payments each Person

Commercial Aviation:

Commercial aviation is to be considered the use of an aircraft for the purpose of monetary, financial or beneficial gain by goods and services. These operations include, but are not limited to, activity directly related to the service, distribution, sale, renting, leasing, repair or service of aircraft, aircraft engines or other aircraft components, or operation of an aerial application service, airport, hangar, pilot training, instructional institution, service, air or cargo charter, commercial flying service or aircraft salvage service.

Liability limits required by the City of Fayetteville as owner/operator of the Airport shall be:

Aircraft and Comprehensive Public Liability and Property Damage:

\$1,000,000. Bodily Injury each Occurrence
\$1,000,000. Personal Injury each Occurrence
\$1,000,000. Property Damage
\$500,000. Fire Legal Liability
\$3,000. Medical Payments each Person

- h. Each entity of any kind shall not engage in any activity for furnishing services to the public at the Airport unless:
 - (1) Said service is furnished on a fair, equal and nondiscriminatory basis to all users thereof, and
 - (2) Fair, reasonable and non - discriminatory prices are charged for each unit of sale or service, provided that reasonable and non - discriminatory discounts, rebates or other similar types of price reduction may be made to volume purchasers.
- i. Each entity at all times, will comply with all local, state, and federal regulations and requirements. Any associated fees, or fines, levied to the Airport as owner in connection with a tenant/contactor/or operator, or any others shall be passed along and borne by the tenant or any other operation deriving benefit from the use of the Airport's property/assets.
- j. Each entity shall possess all licenses, permits, and certificates required by the FAA, the State of Arkansas and the City of Fayetteville and will ensure that all remain current and in effect.

SECTION 9: BASIC LEASE TERMS AND CONDITIONS

Airport facilities are leased to aviation related business and industry, to aircraft owners and operators and compatible businesses and industries as established by the Airport Board.

- * Modifications to airport owned facilities must be approved by the Airport Director, before installation, or modification, and become the property of the airport unless specifically addressed in writing.
- * Land leases for the construction of facilities are entered into between the parties where it is the responsibility of the tenant to fully maintain and operate his/her facility including the structure and systems.

- * Ownership of facilities constructed on airport property will revert to the City at the end of the lease term and any options that have been activated. At the time of reversion, the facility will be in a maintenance free condition or the property returned to its original condition and all debris removed from airport property.

Facilities constructed on airport property must meet all code requirements established by the City of Fayetteville, the State of Arkansas and the FAA. A Notice of Proposed Construction or Alteration form, FAA Form 7460-1, shall be submitted and approved by the FAA before construction commences. All users of Airport facilities will keep the facilities clean and neat at all times. It is essential that grass be mowed and trash be properly disposed of. All tenants will insure that their areas are free of objects that may be a Foreign Object Damage (FOD) hazard.

A copy of the Fayetteville Executive Airport Lease Application Form is included as part of these Minimum Standards.

SECTION 10: AMENDMENTS TO STANDARDS AND NOTICES

The Airport Board, along with the Airport Director, shall review the *Minimum Standards for Operations and Activities* from time to time and shall recommend such revisions or amendments as shall be deemed necessary. The Minimum Standards are established in order to protect the health and safety of the public and interest of the City of Fayetteville. Upon approval, all amendments are in full force and effect and all commercial operators, tenants and clients shall be required to conform to such amended standards.

NOTICES

Notice of intent to amend the Standards as established herein shall be published in a newspaper of at least local circulation and be considered sufficient notice when printed for the public as a general notice to all citizens.

Attachment 1, Lease Application Form (two pages)

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**FAYETTEVILLE EXECUTIVE AIRPORT, DRAKE FIELD
LEASE APPLICATION FORM**

1. NAME OF LEASEHOLDER(S) OR CORPORATE REPRESENTATIVE(S) AS APPLICABLE

2. HOME ADDRESS OF LEASEHOLDER(S) OR CORPORATE REPRESENTATIVE(S)

3. NAME OF CORPORATION AS INCORPORATED

4. STATE OF INCORPORATION (include copy of incorporation paperwork)

5. ADDRESS AND CONTACT INFORMATION OF CORPORATION FOR PURPOSE OF NOTICES

Street address or P. O. Box:

City, State, Zip:

Telephone:

Cell phone:

Fax:

E-mail:

6. BUSINESS AND/OR SERVICES TO BE PROVIDED

7. HOURS OF OPERATION

Fayetteville Executive Airport Lease Application
Page Two

8. NAMES AND QUALIFICATIONS OF PERSONS CONDUCTING THE BUSINESS AND/OR PROVIDING THE SERVICE IF DIFFERENT FROM ABOVE INCLUDING

CONTACT INFORMATION

9. TOTAL NUMBER OF EMPLOYEES INCLUDING MANAGEMENT

10. TOOLS, EQUIPMENT, SERVICES AND INVENTORY REQUIRED TO CONDUCT PROPOSED BUSINESS AND/OR SERVICE

11. DESCRIPTION OF PROPERTY TO BE LEASED

12. TYPE AND EXTENT OF CONSTRUCTION OR REQUIRED IMPROVEMENTS TO AIRPORT OWNED PROPERTY CONTEMPLATED AND PLANNED BUDGET, AS APPLICABLE

13. LIST OF AIRCRAFT AND TYPE, IF ANY (INCLUDE "N" NUMBER), TO BE OPERATED BY TENANT

14. PROPOSED COMMENCEMENT DATE OF LEASE

15. PROPOSED TERM OF LEASE

16. INSURANCE PROVIDER (City of Fayetteville/Airport Administration Office must be listed as additional insured and be provided a copy of the Certification of Insurance.)
