

Mena Intermountain Municipal Airport

Minimum Standards and Conduct for Commercial Aeronautical Services and Activities

Section 1—General

1. Introduction

The purpose of this document is to establish minimum standards and conduct for commercial aeronautical services and other aeronautical activities at the Mena Intermountain Municipal Airport located in Mena Arkansas. These standards have been created through a community effort.

These Minimum Standards shall apply to all lease agreements granted. These Minimum Standards establish the criteria by which the Airport Commission shall consider requests from prospective commercial aeronautical Business Entities to do business at the Airport. The provisions of any lease will be compatible with the Minimum Standards and will not change or modify the Minimum Standards themselves.

The implementation of these Minimum Standards is not intended to cause any existing business entity to overhaul its facilities in order to comply. These Minimum Standards shall not modify an existing agreement. However, to the extent possible that compliance can be obtained without undue hardship is a goal that all current Lessees should consider. Ultimately no current business entity is required to exceed these Minimum Standards; however, neither will these standards prohibit the Airport Commission from making an agreement that requires an entity to exceed the Minimum Standards.

2. Statement of Policy

In establishing these Minimum Standards, the Airport Commission's goal is to assure an adequate minimum level for quality of service to General Aviation users, to foster competition at the Airport and as required by federal regulations and grant assurances, a fair and reasonable opportunity, without discrimination, will be afforded to all applicants to qualify, and compete for the right to lease property and provide aeronautical services, subject to the Standards and Conduct as established by the Airport Commission and set forth herein for Commercial Aeronautical Services and Activities at the Airport.

The Minimum Standards shall be applied objectively and uniformly. The standards and requirements in this policy are minimums; all operators will be encouraged to exceed the "minimum"; none will be allowed to operate under conditions below the "minimums".

These Minimum Standards are not intended to be all-inclusive. The Business Entity will be subject additionally to applicable federal, state and local laws, codes, ordinances, and other similar laws or regulations including Airport Rules and Regulations pertaining to all such services. It is the responsibility of the Business Entity to be familiar with all federal, state, and local laws, regulations, codes, or rules that may pertain to the service that is being provided.

By publication and adoption of these Standards, all persons shall be deemed to have knowledge of its contents. Copies of these Minimum Standards will be available at all

times in the Airport Manager's office, and copies shall be furnished to all Business Entities at the Airport.

3. References

- A. Federal Order 5190.6, Airport Compliance Requirements, dated 10/1/89.
- B. Federal Aviation Administration Advisory Circular AC 150/5190-6, "Exclusive Rights at Federally-obligated Airports dated 4 January 2007.
- C. Federal Aviation Administration Advisory Circular AC 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities dated 28 August 2006

4- Definitions

Aeronautical Activity – Shall mean any activity which involves, makes possible, or is required for operation of aircraft or which contributes to or is required for the furtherance or safety of such operations.

Aeronautical Service Provider Organization - a properly registered business entity located on Mena Intermountain Municipal Airport or having a signed "Through-the-Fence" access lease and whose main function or business purpose is providing any aeronautical service such as fueling, maintaining (light/owners maintenance only), parking, hangaring, ground-marshalling of aircraft. Also included are business entities who offer air charter/air taxi services, flight instruction or training, aircraft rental, aircraft sales, sky diving (including training), or any other aeronautical activity that is not specified elsewhere in this document.

Airport Commission – the seven member body politic charged with operation and regulation of Mena Intermountain Municipal Airport appointed by the City of Mena whose authorities and responsibilities are shown in Arkansas Code Title 14 Chapters 356, 359 and 360. Unless otherwise specified this includes the owner/sponsor of the airport, the City of Mena.

Business Entity – any individual or group of individuals, regardless of their relationship or contractual agreement that band together to provide any activity for hire or to otherwise conduct activity to generate revenue or in-kind service from provision of activity

Commercial Maintenance – maintenance that is performed by other than the owner of the vehicle being maintained for the profit of the maintainer. This is maintenance for hire. Maintenance performed by the vehicle owner allowed by FARs to be performed by the owner/operator is not commercial maintenance.

General Aviation Owner/Operator – any private individual or group of individuals, regardless of contractual agreement between them, that operates, stows, hangars, any vehicle whose intended use is aeronautical in nature and is not for hire or rent by others. It is intended that this aircraft is based at Mena Intermountain Municipal Airport temporarily or permanently but is not located on the field for the express purpose of MRO.

General Public - any private individual or group of individuals, regardless of contractual agreement between them, which is not a member (employee) of any business entity associated with Mena Intermountain Municipal Airport and is on the airport to conduct business, deliver an aircraft, look at aircraft or aeronautical activity, or participate in any activity, aeronautical or otherwise, that is located on or near the airport proper. While

knowledge of aeronautic activity may be present in this individual or group of individuals, it is not to be taken for granted and there should be every consideration for safe conduct and overall comfort made for anyone in this category.

Maintenance, Repair and Overhaul (MRO) Organization – a properly registered business entity located on Mena Intermountain Municipal Airport or having a signed “Through-the-Fence” access lease and whose main function or business purpose is the refurbishment, remanufacture, repair, painting, maintenance (other than light/owners maintenance), retrofit or customizing aircraft. This includes business entities that promote, sell or install any approved supplemental type certificate (STC) or original design intended for use in aircraft.

Minimum Standards—the qualifications to be met to conduct certain aeronautical activities on the Mena Intermountain Municipal Airport

Properly Registered – holds all required licenses and permits from Polk County and the State of Arkansas to conduct business, collect taxes and pay employees.

Properly Certificated or Permitted – holds correct accreditation, certificate, licensure, or permit for any regulated activity, aeronautical or otherwise, of any nature from local, county, state, or federal government law.

Section 2 – General Lease Clauses

These lease clauses will be contained as a minimum in all leases between the Authority and any Commercial General Aviation Service Operator on the Airport. It should be noted that in the case of these lease clauses, the term “**Lessor**” applies to Mena Intermountain Municipal Airport Commission and “**Lessee**” applies to the entity entering the leasehold with the Airport Commission.

1. **TAXES and INSURANCE.** The Lessor shall pay and discharge all existing and future taxes, assessments, duties, impositions, and burdens assessed, charged or imposed, upon the premises or any creations thereon. The Lessor will maintain replacement cost insurance coverage on all improvements made by the Lessor. Lessee will maintain separate replacement insurance for any improvements made by Lessee.
2. **PROPER USE and ASSIGNMENTS.** The Lessee shall not conduct any business entity that is not primarily aeronautical in nature. Neither will these premises used in any manner that is conflict with the minimum standards and regulations of the Mena Intermountain Municipal Airport. Except with the Lessor’s prior written consent, the Lessee shall not assign this lease. Only one sublease, with written notification to the airport commission 10 business days in advance, for any part of the leasehold is allowed at any time.
3. **NON-LIABILITY OF LESSOR.** This agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or persons or property of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Lessee in connection therewith. Lessee hereby covenants and agrees to indemnify and save harmless the Lessor from all liabilities, charges, expenses (including counsel fees) and cost on account of or by reason of any such injuries, liabilities, claims, suits or losses, however occurring or damages growing out of same.
4. **REPAIRS and MAINTENANCE.** The Lessor shall keep the building and permanent fixtures attached thereto and the drains and appurtenances in good condition and repair. Lessee shall be responsible for damage to Lessor’s property caused due to Lessee’s negligence. Lessee shall be responsible for consumables such as but not limited to light bulbs, filters and like components. Lessee shall be responsible for maintaining the premises in a neat and attractive condition and shall not store parts or equipment in an unsightly manner.
5. **LESSOR TO ENTER.** The Lessee shall permit the Lessor and its agent’s at all reasonable times to enter upon the premises to view the condition of the premises and buildings.
6. **UNLAWFUL USE.** All buildings, structures and grounds on the leased premises shall be maintained in a safe and sanitary condition, at the expense of the Lessee to conform to the current Airport Minimum Standards. Lessee

shall not allow any use or occupancy of the premises contrary to any applicable law, ordinance or standard now or hereinafter in force.

7. WATER SUPPLY. Lessee shall be entitled, at the Lessee's own expense, to drill and maintain a water well for use by the Lessee on the lease premises or provide and maintain connection to the City of Mena's Municipal Water and Sewer System if available.
8. INDEMNITY. The Lessee shall indemnify the Lessor against all costs and expenses including counsel fees, lawfully and reasonably incurred in or about the premises, or in the defense of any action or proceedings, or in discharging the premises for any charge, lien, or encumbrance, or in obtaining possession after default of the Lessee or the termination of this lease.
9. SURRENDER. At the termination of this lease the Lessee shall surrender the premises with all buildings erected thereon and additions thereto and all landlords' fixtures affixed thereto during the term of the lease in such repair and condition as shall be in accordance with the covenants herein contained.
10. QUIET POSSESSION. The Lessor shall warrant and defend the Lessee in enjoyment and peaceful possession of the premises during the said term.
11. RIGHTS TO RE-ENTRY. It is agreed between the parties that if at any time the Lessee becomes in arrears, without consent of Lessor, in the payment of any rent for sixty (60) days, or if the Lessee violates any of the other terms, conditions, or covenants of this lease, then the Lessor may enter the conveyed premises or a part thereof without terminating this lease. Lessor, at its option and without prejudice to any of its remedies for rent due or breach of covenant, in any such re-entry may terminate this lease by giving written notice of its election to do so with 30 day notice of this election. Likewise, acting as the agent of the Lessee or otherwise, Lessor may let the premises or any part thereof to a third party.

The foregoing rights and remedies given to the Lessor, shall be deemed to be accumulative, and the exercise of one shall not be deemed to be an abdication of the others, and shall be deemed to be given to Lessor in addition to any further rights granted to said Lessor to the terms of this lease or by law, The failure upon the part of the Lessor at any time to exercise any right or remedy herein given to it shall not be deemed to operate as a waiver by Lessor of its right to exercise that right or remedy in the future.

In the event of any default by the Lessee in payment of the lease rentals provided for herein, or the other material breach or default by Lessee which is regarded by the Lessor as being sufficient grounds for Lessor to re-enter and repossess the premises, then the Lessor will notify the holder of any mortgage against the Lessee's leasehold of such default, and such mortgagee shall have the option of assuming or taking over the said leasehold, provided said mortgagee shall expressly and in writing assume all of the obligations of the Lessee under the terms of this lease and shall do so within ten (10) days of notification by the Lessor.

12. LIENS. It is agreed and understood that the Lessee shall not have any right, power or authority, express or implied, to place any lien or cause any lien, charge or encumbrance to be made against the fee title of the lands hereby

leased. The right of the Lessee to mortgage or encumber this interest shall only be that of encumbering the leasehold interest, that is, any right, title, interest or estate that the Lessee has under this lease agreement, and no other. Lessee shall indemnify the Lessor against any and all such liens, charges or encumbrances which may attempt to be placed by any persons, firms or entity against any res or corpus other than the leasehold interest herein created in favor of the Lessee. Nothing in this provision shall prohibit the Commission, in its discretion, from executing an instrument subordinating its interest for improvements

13. EMINENT DOMAIN. In case the whole of the premises shall at any time during the said term be taken by any public authority for any public use, the entire damages which may be awarded for such taking shall be apportioned between the Lessor and the Lessee, if they cannot agree upon such apportionment, by the arbitration of three (3) persons, to whom such apportionment shall be referred, one (1) of such persons to be nominated by the Lessor, and one (1) to be nominated by the Lessee, and the third to be appointed by writing under the hands of the two (2) so nominated before the reference is proceeded with, and the decisions of any two (2) of the arbitrators shall be binding; and if either the Lessor or the Lessee shall refuse or neglect to appoint an arbitrator within ten (10) days after the other shall be appointed an arbitrator and served written notice upon the other requiring him to appoint an arbitrator may appoint another arbitrator to act on behalf of the party so failing to appoint, and the arbitrator so appointed may proceed and act in all respects as if appointed by the party so failing to make such appointment. In case a party only of the premises shall be so for public use, the rights, duties, and obligations of the Lessor and the Lessee shall be determined, if they cannot agree by the arbitration of three (3) persons to be nominated and appointed as herein before provided, to whom such determination shall be referred, and who shall have full power and authority to make any determination which they shall deem just and equitable, taking into consideration the quantity and value of the land taken, the extent of the injury thereby caused to the buildings, the costs of restoring the buildings and the value of the buildings if restored, the period of the unexpired term of this lease, and all other facts and circumstances which the arbitrators shall deem material, including full power and authority to determine, among other things, as they shall deem just and equitable, and any one or more of the following matters, to wit: That the whole or any part of the damages which may be awarded by the public authorities for such taking, shall be applied to the restoration of the buildings which may be upon the premises at the time of such taking; that such damages shall be apportioned between the Lessor and the Lessee or be paid to either one of them; the lease shall be otherwise modified, or that the lease shall terminated and to award and direct specific performance of any one or more of the said or any other matters which they shall determine, to the end that the rights, duties, and obligations of the parties shall be justly and equitably and finally determined upon all the facts and circumstances as they shall then exist. The costs of the reference of the arbitrators shall be paid by the parties in equal shares.
14. BANKRUPTCY. It is agreed that this lease and all the rights of the Lessee hereunder shall, at the option of the Lessor, terminate upon the Lessee filing

a petition for bankruptcy in Federal Court, or becoming insolvent, or upon the Lessee making an assignment for the benefit of creditors.

15. FAILURE OF LESSEE TO CONTINUE OPERATIONS (ABANDONMENT). It is agreed that this lease shall remain in force as long as the Lessee or his assigns shall continue operations related primarily to aviation upon this property, without cessation of such operations for more than thirty (30) days at any time except for periods of low business activity. Should it be determined by the Lessor that cessation or abandonment is the case, this lease shall be terminated after thirty (30) days written notice to the Lessee at the option of the Lessor.
16. ACCESS TO AIRPORT FACILITIES. During the period of this lease, Lessee shall have access to all runways, taxi ways, aircraft parking aprons, and other facilities on the airport for aeronautical use, subject to regulations as prescribed by Federal, State, or other duly constituted authority, including Operations Procedures as set by the Mena Intermountain Municipal Airport Commission. Additionally, Lessee shall have the right of access of any and all vehicular roads, and access ways now installed or as may be installed at a future date. Lessor will not be liable or responsible to rebuild any access taxiways, vehicular roads, paths, aircraft parking aprons, etc. should future expansion make any previously built taxi way, vehicular road, path, aircraft parking aprons, etc. unusable, or require the destruction or alternation of that taxi way, road, path, aircraft parking aprons, etc. However, it is understood that should the Lessor desire, it may construct any access way, as may be desirable to the Lessor without waiving any of the foregoing rights or without assuming any obligations to maintain such access ways except at the option of the Lessor. Lessee may not construct any runway, taxiway, vehicular roadway, path, aircraft parking aprons, etc. without the express written consent of Lessor.
17. REPRESENTATIVES BOUND. It is agreed that the covenants, stipulations and conditions herein contained shall insure to the benefit of and shall be binding upon the heirs and assigns of the Lessor and the heirs, executors, administrators, and assigns of the Lessee.
18. AFFIRMATIVE ACTION. The Mena Intermountain Municipal Airport assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Mena Intermountain Municipal Airport assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Mena Intermountain Municipal Airport assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will 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.

Section 3 – Minimum Standards

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

1. Minimum Standards for the General Public
 - a. Any use of the airport facilities, including any airport-owned leased property, runways, taxiways, or grass fields by any member of the general public must be authorized by the Airport Commission through the Airport Manager's office prior to the event. This authorization will be done only at regularly scheduled meetings of the Airport Commission.
 - b. No member of the general public will be allowed into any of the runway/taxiway systems safety areas unescorted. A member of the commercial/business community located on or near the airport proper should accompany any member of this category.
2. Minimum Standards for General Aviation Owners/Operators
 - a. No one in this category may hold fuel quantities in excess of half the volume of the total of their aircraft at anytime inside their hangar. This does not included the amount of fuel in the hangared aircraft.
 - b. At no time will anyone in this category dispense for any reason fuel or other products of any kind into any vehicle other than the vehicle they own or are part owner in.
 - c. Any fuels, oils, lubrication products, paints, cleansers or any other flammable/hazardous materials/liquids, including any potentially flammable/hazardous materials/liquids, will be stored in an easily read, correctly labeled, appropriate container in such a manner as directed by the Airport Manager. All products of this type stored in a hangar will be correctly reported to the Airport Manager for type of product, quantity and location.
 - d. At no time can a partnership or other corporation be formed for the purpose of purchasing, holding or dispensing any fuels, oils, lubrication products, paints, cleansers or any other flammable/hazardous materials/liquids, including any potentially flammable/hazardous materials/liquids by anyone subject to these standards of this category.
 - e. No commercial maintenance may be performed in or around individual hangars by anyone subject to the standards of this category without notifying Airport Manager prior to commencing work.
 - f. All aircraft should be able to communicate with other aircraft in the airspace at Mena Intermountain Municipal Airport. Normally this can accomplished with a handheld radio and headset.

3. Minimum Standards for Aeronautical Service Provider Organizations

A Service Provider is an organization that fits the definition of an Aeronautical Service Provider found in the Definitions section of these standards. It does not include any business whose stated primary business purpose is as a MRO or other category of these standards.

a. General Standards for all Service Providers

- i. Service Providers are expected to conduct their operations from a permanent structure that provides adequate air conditioned and heated public area including adequate seating area, men's and women's restrooms, availability non alcoholic drinks for hydration, and a flight planning area, if appropriate to the business.
- ii. Service Providers should maintain their leasehold so as to provide adequate space to allow for employee and visitor/customer parking area, delivery, and drop-off.
- iii. Service Providers will maintain enough competent, properly certificated staff to be available to provide service to the public 24 hours per day as required by service being provided.
- iv. Service Providers, in consultation with the airport manager, are expected to repair all damages caused by its employees to Airport property including any fuel spills, damage to property not belonging to the service provider and clean up any incident to the damage.

b. Standards for Fuel Providing Organizations

The term most frequently used for Fuel Provider is FBO. However, because that term has a varied meaning throughout the aviation industry the more specific term Fuel Provider is used here for clarity of meaning.

i. Fueling Operations :

1. Fuel Providers shall be located only on property owned by Mena Intermountain Municipal Airport and will be affiliated with a nationally recognized aviation fuel distributor such as, but not limited to, AvFuel, BP, Exxon, Phillips, Shell, and Texaco. Fuel operation shall be in compliance with affiliated company guidelines at all times. It is expected that Fuel Providers will provide the Airport Commission with a copy of their annual compliance inspection report.
2. Fuel Providers shall provide at least two grades of aircraft fuel, including 100LL and Jet A. All fuels to be dispensed must comply with American Society for Testing and Material (ATSM) specifications at all times. A written report of the selling price per gallon (including any changes or adjustments made) and the number of gallons sold of each type will forwarded to the Airport Commission at the beginning of each calendar month. This is the same information reported on Lines 31 and 32 of ADFA Form ET-400.

3. Fuel Providers shall maintain a current written Spill Prevention Plan that is compliance with Federal Regulation 40 CFR Part 112 (Spill Prevention, Control, and Countermeasure (SPCC) rule) including a Facility Response Plan (FRP) as established by that regulation on file with Airport Administration. A sample is shown in Appendix A and B.
 4. In the event of a spill, a report shall be furnished to the Airport Commission containing actions taken within 12 hours of the spill. Additionally, copies of any subsequent reporting required regarding the incident to any and all appropriate reporting agencies shall be forwarded to the Airport Commission within seven (7) days of receipt.
 5. Vehicles used in dispensing fuels shall be properly maintained, operated, and equipped in accordance with all applicable governing bodies with jurisdiction to include, but not limited to, FAA, EPA, National Fire Protection Association requirements and regulations. Copies of the maintenance records for this standard will be forwarded to the Airport Commission at the beginning of each calendar month. .
- ii. Fuel Storage Tank Farm:
1. Fuel Providers may maintain their Fuel Storage Tank Farm on their own leased property in a location approved by the Airport Commission at providers sole cost and expense. This Fuel Storage Tank Farm will conform to all franchisee, local, state, and federal codes, ordinances and regulations pertaining to fuel handling and storage. Additionally the Fuel Storage Tank Farm will be maintained in a clean and maintained appearance.
 2. All plans and specifications for needed improvements, including those required by the Airport Commission, on any Fuel Storage Tank Farm shall be prepared by an engineering firm with a specialty in the field and presented to the Commission at the Fuel Providers own expense. Construction and installation can only be undertaken after having gained the written approval of the Commission.
- c. Minimum Standards for Flight school.
- A flight training and/or ground school Service Provider is one that is engaged in the business of instructing pilots in solo and dual flight operations, in fixed and/or rotary wing aircraft and such related ground school instruction as is necessary to prepare persons for taking a written examination and flight check for the category or categories of pilots' licenses and rating involved.
- i. The Service Provider shall acquire and maintain current an FAA certificate as applicable to its operation. This includes operations under FAR Part 91 or Part 141 as reported to the Airport Commission in the lease application.

- ii. The Service Provider shall have available for use in flight training at least one properly certified aircraft appropriate to the type of flight instruction offered.
- iii. The Service Provider shall have appropriate training equipment and instructional materials to provide proper and effective flight training, including adequate mock-ups, pictures, slides, films or other visual aids. All equipment and materials must comply with applicable FAA requirements for the training offered.

4. Minimum Standards for Maintenance, Repair and Overhaul (MRO) Organization

A MRO is an organization that fits the definition of a Maintenance, Repair and Overhaul Organization found in the Definitions section of these standards. It does not include any business whose stated primary business purpose is as an Aeronautical Service Provider or other category of these standards.

- a. Before beginning any operations, all MRO organizations should provide written notification to Mena Intermountain Municipal Airport regardless of their location on the field. This includes any subsidiary organizations or sub-lease holders. This written notification does not have to constitute leasehold.
- b. MRO organizations will meet all federal, state, and local laws and regulations as applicable to their stated business purpose for environmental quality and worker health. Notification of all environmental actions will be sent to: Manager, Mena Intermountain Municipal Airport within seven (7) days of action.
- c. MRO organizations will maintain an orderly appearance of their property regardless of location
- d. MRO organizations should have present competent, responsible supervisory persons whenever work is being performed as part of the stated business purpose.

5. Minimum Standards for Mena Intermountain Municipal Airport Commission

The Airport Commission is the term applied to the seven member body appointed by the City of Mena whose authorities and responsibilities are shown in Arkansas Code Title 14 Chapters 356, 359 and 360.

- a. The Mena Intermountain Municipal Airport Commission and the members thereof will conduct the business of the airport in compliance of Arkansas Code and all state and federal grant assurance as they pertain to federally assisted airports.
- b. The Mena Intermountain Municipal Airport Commission will respond to all items brought to them in a regularly scheduled meeting within 2 regular meetings. The Airport Commission will respond with a final answer or explain the reason a final answer could not be reached within the 2 meeting period.

Section 4 - Changing the Minimum Standards

1. Policy

Recognizing that no document can exist for all time without becoming obsolete, the need to allow change to this minimum standard document is inevitable. However any change to the minimum standards must not be made in the moment or by a single force.

Therefore this procedure is established to allow the necessary changes while maintaining the equity and parity for everyone it impacts. This procedure also requires the desire for change to occur. It should be understood that making special allowances and circumventing standards also create change that may not be equal to all affected.

2. Procedure

This procedure is modeled from the federal Notice of Proposed Rule Making as contained in the Administrative Procedures Act of 1946, Chapter 553. It allows conformity to the 2 regular meeting standard for action by the commission for addressing issues but does not require it.

- a. Identification of the Need to Change Minimum Standards - An individual or a group of individuals brings an issue to the Airport Commission or requests the issue be brought to the Airport Commission by the Airport Manager. Likewise the Airport Commission may recognize an issue or potential issue and decide to act.
- b. Creating the Proposed Rule – a written version of the proposed change is created by the Airport Manager or by another person who understands the change needed.
- c. Publication of Proposed Rule – the written version of the proposed change is agreed to in the next regularly scheduled Airport Commission meeting. The written proposed change is then delivered to every known business entity at Mena Intermountain Municipal Airport. The exact format for delivery is left open due to upward spiraling of postage costs but it is intended that proof of delivery should be made.
- d. Comment Period - Each business entity will have a period of not less than 15 days to prepare and submit comments. The purpose of the comment period is to provide an opportunity for interested and affected parties to influence the outcome by raising issues and questions that can be addressed before the change is finalized. It is preferred this be done in writing and signed however comments can be recorded with the airport manager in person for those wishing to do so.
- e. Analysis of Comments - Comments are sent to the commission for analysis and response. The response will be read into the minutes of the second meeting after introduction of the issue. The commission finding support for or no substantial argument against the proposed change may then declare the change as final. The commission finding a lack of support or a substantial argument against the change will then reconsider the proposed change immediately and return to the comment period, if desire to change the minimum standards still exists.
- f. Publication of Final Change - The Final change is delivered to every known business entity at Mena Intermountain Municipal Airport. The exact format for

delivery is left open due to upward spiraling of postage costs but it is intended that proof of delivery should be made. The Final change should include a summary of the comments and responses to the comments, including any changes that were made to the proposed regulation as a result of the comments.

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Appendix A – Spill Prevention, Control, and Countermeasures Plan

Although most oil spills are accidental, they are common events. Spills can happen on land or in water, at any time of the day or night, and in any weather conditions. Preventing spills is the best way to protect our health and the environment from exposure to oil

The Oil Pollution Prevention Regulation which modified parts of the Clean Water Act requires that the SPCC Plans be prepared in accordance with good engineering practices and be approved by a person with the authority to commit the resources necessary to implement the SPCC Plan. The SPCC Plan should clearly address the following three areas:

- Operating procedures that prevent oil spills;
- Control measures installed to prevent a spill from reaching navigable waters; and
- Countermeasures to contain, clean up, and mitigate the effects of an oil spill that reaches navigable waters.

Each SPCC Plan must be unique to the facility. Development of a unique SPCC Plan requires detailed knowledge of the facility and the potential effects of any oil spill. Each SPCC Plan, while unique to the facility it covers, must include certain standard elements to ensure compliance with the regulations. These elements include:

- A description of the physical layout and a facility diagram.
- Contact list and phone numbers for the facility response coordinator, National Response Center, cleanup contractors, and all appropriate federal, state, and local agencies who must be contacted in case of a discharge.
- A prediction of the direction, rate of flow, and total quantity of oil that could be discharged where experience indicates a potential for equipment failure.
- A description of containment and/or diversionary structures or equipment to prevent discharged oil from reaching navigable waters. (For on-shore facilities, one of the following must be used at a minimum: dikes, berms, or retaining walls; curbing; culverting, gutters, or other drainage systems; weirs, booms, or other barriers; spill diversion ponds; retention ponds; sorbent materials.)
- Where appropriate, a demonstration that containment and/or diversionary structures or equipment are not practical; periodic integrity and leak testing of bulk containers and associated valves and piping; oil spill contingency plan; and a written commitment of manpower, equipment, and materials to quickly control and remove spilled oil.
- A complete discussion of the spill prevention and control measures applicable to the facility and/or its operations.

The SPCC Plan must include a demonstration of management's approval and should be certified by a licensed professional engineer. However, Mena Intermountain Municipal Airport does not require Engineering Certification on the individual SPCC plans at this time; the Airport's plan will have this certification.

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Appendix B – Facility Response Plan

According to the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA), certain facilities that store and use oil are required to prepare and submit plans to respond to a worst case discharge of oil and to a substantial threat of such a discharge. EPA has established regulations that define who must prepare and submit an FRP and what must be included in the plan. An FRP is a plan for responding, to the maximum extent practicable, to a worst case discharge of oil and to a substantial threat of such a discharge. The Plan also includes responding to small and medium discharges as appropriate.

A model response plan that is representative of the format and level of detail needed to address the required response plan elements is available in [40 CFR 112.20](#). Some sections of the model plan include standard forms that are self explanatory, while other sections require more facility-specific information.

An overview of the model response plan is as follows:

- Response Plan Cover Sheet
- Emergency Response Action Plan
- Facility Information
- Emergency Response Information
 - Emergency notification procedures
 - Spill response notification form
 - Emergency response personnel
 - Emergency response equipment
 - Facility contractor agreements
 - Evacuation plan
 - Duties of the emergency response coordinator/qualified individual
- Hazard evaluation
 - Hazard identification
 - Vulnerability analysis
 - Analysis of spill potential
 - Facility reportable spill history
- Spill scenario discussion
 - Small and medium discharges

Worst-case discharge

- Discharge detection systems information
- Plan implementation information
 - Adequate resources for responding to small, medium and worst-case discharges
 - Storage and disposal plans
 - Measures to provide for containment and drainage
- Facility self-inspection checklists, training information and meeting logs
- Diagrams for the site plan and the drainage plan
- Security systems description

While these requirements look to be very large, most businesses can be meet this required documentation in 3 or 4 pages and simple diagram of the building(s) very similar to that required for the Emergency Preparedness Regulations and practices.