



## Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

**Agenda - Monday, November 06, 2023 - 6:00 PM**

Call to Order

Roll Call

Invocation given by Assistant Mayor Terry Roberts

Pledge of Allegiance led by Chief Michael Kramm

### **CITIZEN COMMUNICATION**

*A limit of five (5) minutes per person is allotted for citizens to express their concerns to the Board of Directors, with a maximum of fifty (50) minutes reserved for Citizens Communication.*

*Please fill out a Citizen Communication Card with your name and contact information for the City Clerk's records.*

### **PRESENTATION(S)**

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

### **CONSENT**

2. Approval of the minutes of the regular meeting October 16, 2023. (CCD) City Clerk Heather Soyars

### **ACTION ITEMS**

3. Adopt a Resolution authorizing the City Manager to enter into a contract with Garland Company and RBT Roofing for a new triplex roof and sealing the exterior building and windows. (BI-STATE) Building Maintenance Manager Kristine Sargent (City Attorney reviewed and approved the proposal.)
4. Consider the following action concerning the clean-up of fifty-five (55) nuisance properties.  
Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes.  
Adopt a Resolution certifying the amount to be put on tax books as delinquent and collected accordingly. (PWD) Public Works Director Tyler Richards

5. Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Arrowhead Estates Subdivision, streets named Redstone Drive, Spearhead Lane, and Folsom Way. (Ward 6) (PWD) Public Works Director Tyler Richards
6. Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Deer Meadows Subdivision, streets named Northern Red Oak Trail, River Birch Way, and Southern Magnolia Lane. (Ward 6) (PWD) Public Works Director Tyler Richards
7. Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Griffin Place Subdivision, street named Brynlee Circle. (Ward 5) (PWD) Public Works Director Tyler Richards
8. Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Estates at Magee Farm Subdivision, street named Paisley Circle. (Ward 3) (PWD) Public Works Director Tyler Richards
9. Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Oak Hollow Subdivision, streets named Oak Hollow Lane and Acorn Circle. (Ward 6) (PWD) Public Works Director Tyler Richards

#### **NON-ACTION ITEMS**

10. Adopt an Ordinance to amend Chapter 6. Aviation of the *City of Texarkana, Arkansas, Code of Ordinances*. (AIRPORT) Airport Director Paul Mehrlich

#### **BOARD OF DIRECTORS' COMMENTARY**

**NEXT MEETING DATE: Monday, November 20, 2023**

#### **ADJOURN**

#### **2023 City Calendar**

Gateway Farmers Market - Open Tuesdays, Thursdays, Saturdays - 7AM- Noon  
Unveiling of the Reverend Londell Williams Overpass - Saturday, November 11th - 10AM  
Veteran's Day Parade - Saturday, November 11th - 11AM  
Gateway Farmers Market Holiday Market - Saturday, November 18th - 10AM - 2PM  
Founders' Week Celebration – December 4th – 10th

#### **Texarkana Rec Center Calendar**

Ageless Grace - Mondays – 2PM – 3PM  
Gym Open - Mondays, Wednesdays & Fridays – 8AM - 7PM & Saturdays - 8AM – Noon  
Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

**AGENDA DATE:** November 6, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : Presentation

**DEPARTMENT:** City Clerk Department

**PREPARED BY:** Heather Soyars, City Clerk

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**REQUEST:** Presentation of employee service awards.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Employee Service Awards:

Linda Matthews	ADMIN	10 Years
Corey Elliott	TWU	5 Years
Pam White	TWU	20 Years

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**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

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**APPROPRIATION  
REQUIRED:** N/A

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**RECOMMENDED  
ACTION:** N/A

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**EXHIBITS:** None



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Approval of the minutes of the regular meeting October 16, 2023. (CCD) City Clerk Heather Soyars
<b>AGENDA DATE:</b>	November 6, 2023
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
<b>DEPARTMENT:</b>	City Clerk Department
<b>PREPARED BY:</b>	Heather Soyars, City Clerk
<b>REQUEST:</b>	Approval of meeting minutes.
<b>EMERGENCY CLAUSE:</b>	N/A
<b>SUMMARY:</b>	Approval of meeting minutes
<b>EXPENSE REQUIRED:</b>	N/A
<b>AMOUNT BUDGETED:</b>	N/A
<b>APPROPRIATION REQUIRED:</b>	N/A
<b>EXHIBITS:</b>	Meeting minutes.



## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, October 16, 2023 - 6:00 PM**

Mayor Allen Brown called the meeting to order at 6:00 PM.

PRESENT: Mayor Allen Brown, Assistant Mayor Ward 1 Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Ulysses Brewer, and Ward 5 Director Danny Jewel.

ALSO PRESENT: City Manager Robert Thompson, City Attorney Joshua Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

ABSENT: Ward 6 Director Jeff Hart.

Invocation given by Assistant Mayor Terry Roberts.

Pledge of Allegiance led by Chief David Fletcher.

### **CITIZEN COMMUNICATION**

Billy Ray Willis, 1020 Orleans Street, wanted to know if his complaint had been resolved.

Director Harris, 2005 Stephanie, gave a brief PowerPoint presentation. (See attached)

Pete Cheatham, 1507 Ray Street, asked what could be done regarding the Planning Commission suspending a meeting with the residents of Ward 3 and Tri-State Iron and Metal. (He spoke after City Manager Update)

### **PROCLAMATION(S)**

1. Proclamation declaring October 28, 2023, as National First Responder's Day.
2. Proclamation declaring the month of November 2023, as Business Appreciation Month. (BOD) (This proclamation added at the request of Director Harris)

### **CONSENT**

Assistant Mayor Roberts made the motion to adopt the Consent agenda, Seconded by Director Brewer. The motion carried and the following items were approved:

3. Approval of the minutes of the regular meeting October 2, 2023. (CCD) City Clerk Heather Soyars
4. Resolution No. 2023-93 approved the purchase of additional system controls for the jail. (BI-STATE) Building Manager Kristine Barron

## **ACTION ITEMS**

5. Consider the following action concerning the clean-up of nineteen (19) nuisance properties:  
Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes.

Mayor Brown opened the Public Hearing.

Public Works Director Tyler Richards gave a brief description of the properties.

Director Harris asked if any Community Development Block Grant (CDBG) funds were used to pay the liens.

Public Works Director Tyler Richards said no.

Mayor Brown said these were lots the City cleaned up and billed the property owners, and they have not paid for the service.

No one else came forward.

Mayor Brown closed the Public Hearing.

Resolution No. 2023-94 certified the amount to be put on tax books as delinquent and collected accordingly. (PWD) Public Works Director Tyler Richards

After a brief discussion, the motion to adopt the resolution made by Director Harris, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the Mayor declared the resolution adopted.

6. Resolution No. 2023-95 authorized the City Manager to enter into a Memorandum of Understanding with the City of Texarkana, Texas, for the purpose of pursuing a \$500,000.00 Community Wide Brownfields Assessment Grant. (PWD) Public Works Director Tyler Richards

After a brief discussion, the motion to adopt the resolution made by Director Brewer, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the Mayor declared the resolution adopted.

## **NON-ACTION ITEMS**

7. Public Hearing to consider the following action regarding a request to abandon certain portions of undeveloped land east of Manor Way Road, west of Summit Drive and Pine Hill Circle, north of Tennessee Road, and south of Fortune Lane located in Ward 1.

Mayor Brown opened the Public Hearing.

City Planner Jamie Finely gave a brief description of the undeveloped land.

No one came forward.

Mayor Brown closed the Public Hearing.

Ordinance No. 33-2023 approved the abandonment of certain portions of dedicated undeveloped land east of Manor Way Road, west of Summit Drive and Pine Hill Circle, north of Tennessee Road, and south of Fortune Lane located in Ward 1. (Fricks) (PWD-Planning) City Planner Jamie Finley

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Assistant Mayor Roberts, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Brewer, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, and Director Brewer.

Voting Nay: Director Jewell.

The motion carried 5-1 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, and Director Brewer.

Voting Nay: Director Jewell.

The motion carried 5-1 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the Mayor declared the ordinance adopted.

## **BOARD OF DIRECTORS' COMMENTARY**

Director Brewer announced there would be a meet and greet with the new City Manager for citizens of Ward 4. It would be held at the Rec Center Thursday, October 19, 2023.

Director Harris finished the PowerPoint presentation he started during citizen communication.

Director Hollibush said this Saturday, there would be a Stateline Food Fest, in front of Cleo's Furniture. There would be several food trucks, bounce houses, and a showing of a football game.

## **CITY MANAGER UPDATE**

City Manager Robert Thompson gave a brief update on each department. (See attached)

Mayor Brown announced the Priscilla Block concert November 3, 2023, located at the Loading Dock Stage on Front Street.

**NEXT MEETING DATE: Monday, November 6, 2023**

## **ADJOURN**

Motion to adjourn made by Director Brewer, Seconded by Assistant mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the meeting adjourned at 6:41 PM.

**APPROVED** this the 6<sup>th</sup> day of November 2023.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk

**Subtitle 3 - Municipal Government**  
**Chapter 47 - City Manager Form Of**  
**Municipal Government**

**§ 14-47-114 - Director not  
compensated -- Per diem.**

- **(a)** The board of directors of any city with the city manager form of government may, by ordinance, provide for the compensation of board members.

- **(b)** Directors of a city having a population of at least four thousand (4,000) but not more than four thousand five hundred (4,500) and located in a county having a population of one hundred thousand (100,000) or more may receive a per diem to be fixed by ordinance of the board not to exceed one hundred dollars (\$100) for attending designated meetings of the board. In no event shall any director receive per diem in excess of two hundred dollars (\$200) for any one (1) month.

# Senator Tom Cotton DC Office Arkansas Cities To Benefit From Internet Sales Tax



- Went to Congressional City Conference DC in March of 2022
- Joined Strong Southern Communities Initiative (SSCI)

# City was awarded \$2500 micro grant

Anthony Santiago <santiago@nlc.org>Unsubscribe

To:ssci@groups.io

Mon, May 23, 2022 at 8:06 AM

SSCI Leaders-

Please join me in congratulating the below SSCI members for being awarded micro-grants for our most recent Round. We received many applications and we would like to thank all who applied. Though we cannot approve every application, we made our best effort to award those who had clear plans and demonstrated: need, readiness, impact, partnerships, equity and justice. All your efforts to invest in improving outcomes for children and families should be commended.

## Round 1 Awarded Micro-grants:

Beaumont, MS

Charleston, MS

Pine Bluff, AR

Texarkana, AR

Baker, LA

Baton Rouge, LA

Those who submitted applications in **Round 1** and were not selected, can contact me for a [one-on-one review](#) of your application, where I can provide some guidance for strengthening your application for next round. Finally, we will have another round of micro-grants in 2022, so if you were not selected or did not apply this round, there is still time to apply this year.

Best,

**Anthony Santiago**

DIRECTOR, PROGRAM AND PARTNERSHIP DEVELOPMENT

INSTITUTE FOR YOUTH, EDUCATION, AND FAMILIES

[santiago@nlc.org](mailto:santiago@nlc.org)

(202) 626-3022

[www.nlc.org](http://www.nlc.org)

# Jackson Mississippi Omar Mohammed



# WELCOME OUR PROJECT GORDONATOR

- Coalition Mitigation Outline
- Environmental Risksm Preparation
- OIIMAN Board Applications
- Access & Collaboration in Arkansas
- Geographical & Social Issues
- C.E.R.T.
- Community Assessment Model
- Best next steps



**SATURDAY  
19 AUGUST**



**TIME  
3:00 P.M.**



**LOCATION**

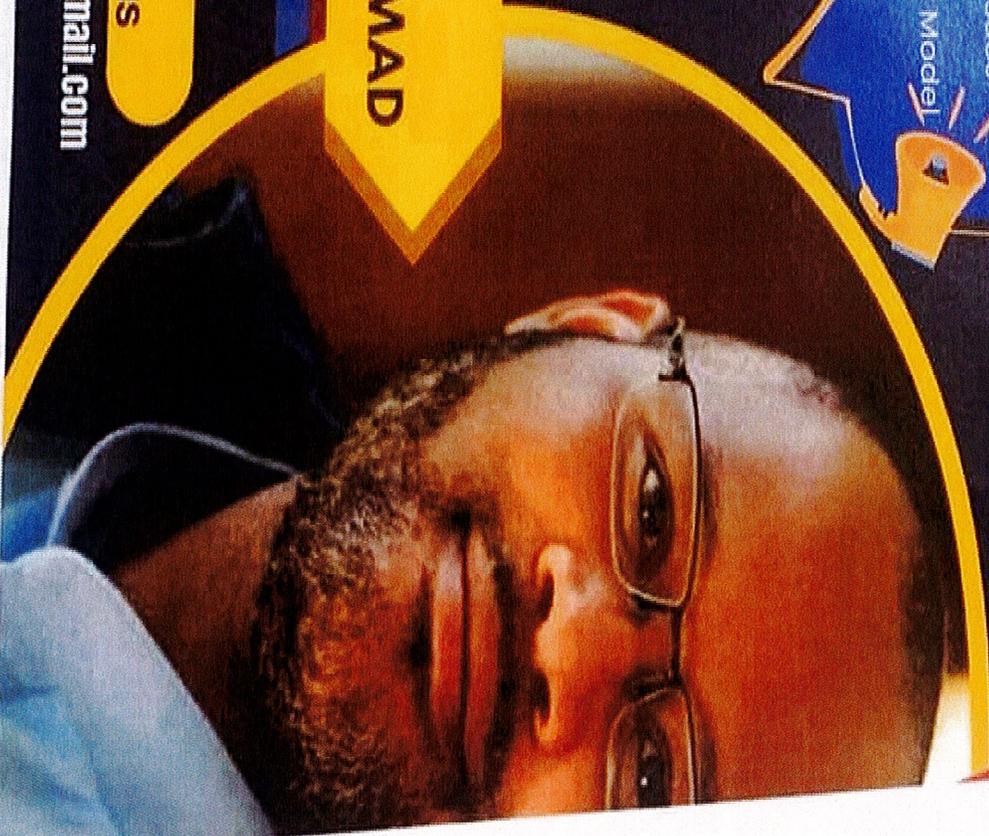
1900 MARRETTA ST.  
TEXARKANA, AR 71854  
\*CAFETERIA

**SPEAKER**

**OMAR MUHAMMAD**

**INFO &  
QUESTIONS**

(870) 330-4563  
[healthequitycommunitymobility@gmail.com](mailto:healthequitycommunitymobility@gmail.com)



# Amit Bose, Administrator Federal Railroad Administration





CITY OF TEXARKANA, ARKANSAS  
216 Walnut Street, Texarkana, Arkansas 71854  
P.O. Box 2711 – Texarkana, Arkansas 75504-2711  
PHONE (870) 779-4952 – FAX (870) 774-3170

*Office of the City Manager*

# Memorandum

**TO:** Mayor Allen Brown  
Directors

**FROM:** Robert Thompson  
City Manager

**DATE:** October 16, 2023

**SUBJECT:** City Manager Update

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Good afternoon Gentlemen,

Below are some updates from the different departments within the city. I've highlighted the areas I will be discussing during tonight's council meeting. If anyone requires additional information on a department, please inquire.

**ACAC**      Had an intake of 23 animals during September, with 16 adoptions and 8 reclaims.

We are working with Texarkana Texas on an interlocal agreement.

For October, the shelter is offering a reduced adoption fee of \$30 (\$10 fee/\$20 microchip) for our black cats. These have all already been spayed/neutered.

**Bi-State**      **Flooring at Bi-State** – Although we have replaced a large portion of carpeting at Bi-State, the goal is to replace all soiled carpet in each office and hallways. I am currently receiving quotes from various vendors looking for carpet that matches closely to what was installed in the past. I hope to start this project after the first of the year.

**Court of Appeals Makeover** -- Court of Appeals does not ask for much. They have outdated lighting; walls and ceilings need repair and paint. The old, soiled flooring needs to be changed due to past leaks. I am working with Chief Justice Scott Stevens on this project. We are hoping to get flooring and painting approved soon and act on this before the first of the year. The lighting project is still being decided. They have very old furniture so it will need to be professionally moved.

**Courts**      Had a very productive September with collections of \$80,896  
Filed 3 new small claims and 28 new civil cases, with filing fees of \$1,320

**Finance**      Attended 2024 ICMA conference in Austin, TX, which provided training opportunities for leadership, management, and conflict resolution. It was also an awesome networking experience that provided helpful insight in how municipalities around the country are operating.

The 2024 budget process is in full swing. I expect this to be a tight budget year since revenue is starting to flatline.

**Fire**      As is traditional in the month of October, the Fire Department has been busy with fire safety presentations. We have visited 7 local schools and two daycares with more still on the schedule.

The Fire Department will be conducting our Civil Service promotional exam on October 17 and our Civil Service entrance exam on October 21. We have received 21 applications to take the entrance exam.

**Parks**      **Rec Center** – Parks & Recreation Department is hosting eight exciting events during Breast Cancer Awareness Month at the Rec Center. You can register at [Texarkanaparks.recdesk.com](http://Texarkanaparks.recdesk.com) or sign up day of event. We are asking everyone to wear pink clothing, hats, jewelry, etc. Be creative and “thinking pink” in October.

**Front Street Festival Plaza** – Put new rules in place.

- 10/28, 1-5 p.m.—4<sup>th</sup> Annual Fall Festival—trick or treating, carnival rides, food.
- 11/3—Priscilla Block concert with Jesse Jenkins & Lil Skinny and Budweiser Clydesdales (90<sup>th</sup> anniversary brought by Eagle Distributing)
- 11/4—4<sup>th</sup> Annual Universal Vibe Festival, noon-10 p.m.—health, wellness, and music, 75 vendors, food trucks, kids’ activities.

**PWD** Planning Commission is currently developing an ordinance to address short-term private rentals such as Airbnb’s. Part of the process will include a means to capture these businesses for the purpose of collecting A&P taxes.

Public Works has a contractor working on Woodland Road where we expect paving to start mid-week. When completed, the contractor will move to County Avenue between Arkansas Boulevard and Realtor. Extensive base work will be conducted there so heavy traffic impact is expected. Public Works will ensure notices are sent to businesses and residents affected by delays. Following County Avenue, the contractor will move to Dudley.

**TAPD** PD has completed salary survey for police officers across the State.

PD is accepting monetary donations for “Shop with A Cop.”

**TWU** **Automatic Metering Infrastructure System** – Working with Johnson Controls to determine best AMI system to replace all water meters over five years old with ultrasonic meters. Includes two flyovers by Asterra satellite leak detection system and analysis with up to 40 days of field correlation to locate actual leak site. The Asterra satellite will provide a potential leak site within a 300’ radius, and field correlation then will locate the leak site within a 3’ radius for excavation and repair. This will reduce water loss and improve revenue.

**Lead & Copper Rule Revised (LCRR)** – Purpose of the Lead and Copper Rule is to eliminate any traces of lead and copper from `drinking water because of severe health problems resulting from ingestion of lead and copper by young children and babies during gestation, including damage to the brain and nervous system, slowed growth and development, learning behavior problems, and hearing and speech problems. Adults are also susceptible to lead poisoning but not to the level of problems young children are. Lead and Copper Rule Improved (LCRI) is under final review and expected for final release in December 2023 or 1<sup>st</sup> Qtr. 2024. This revised rule is expected to clarify some definitions and testing procedures. It is also anticipated that this improved rule will require more stringent record keeping and testing.



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the City Manager to enter into a contract with Garland Company and RBT Roofing for a new triplex roof and sealing the exterior building and windows. (BI-STATE) Building Maintenance Manager Kristine Sargent (**City Attorney needs to review and approve the contract**)

**AGENDA DATE:** November 6, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Bi State Maintenance

**PREPARED BY:** Kristine Sargent, Building Maintenance Manager

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**REQUEST:** Board approval for new triplex roof for Bi-State as well as sealing the building and windows. Building will be pressure washed and windows will be cleaned

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Enter into a contract with Garland company and RBT Roofing for a new triplex roof for Bi-State as well as sealing the building and windows. Building will be pressure washed and all windows will be cleaned and sealed, and a new recreation area for inmates. The building has many issues with the roof and windows leaking with major and minor damage in offices and public areas of the building.

The Intergovernmental Advisory Committee had a workshop and special called meeting on October 12, 2023, and a special called meeting on October 24, 2023, to discuss and approve the financing of this project.

The total project is \$3,274,000. The funding will come from the 2022 True-up \$1,094,025 and the 2023 cost savings \$1,139,661 with \$1,040,314 fronted by Texarkana, Texas, which will be repaid quarterly with 2024 cost savings.

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**EXPENSE REQUIRED:** 3,274,000 (total project)

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**AMOUNT BUDGETED:**

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**APPROPRIATION  
REQUIRED:**

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**RECOMMENDED  
ACTION:** The Intergovernmental Advisory Committee and Bi-State Maintenance recommend Board approval.

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**EXHIBITS:**

Resolution and contact

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the Intergovernmental Advisory Committee and Bi-State Maintenance request Board approval to enter into a contract with Garland Company and RBT Roofing for a new triplex roof for Bi-State and sealing the exterior building and windows; and

**WHEREAS**, under the contract, the building will be pressure washed and sealant applied for water proofing, the exterior windows will be cleaned and sealed, and a new recreation area for inmates will be added; and

**WHEREAS**, the total project cost is \$3,274,000; and

**WHEREAS**, the funding will come from the 2022 True-up of \$1,094,025 and the 2023 cost savings of \$1,139,661 with the \$1,040,314 fronted by Texarkana, Texas, which will be repaid quarterly with 2024 cost savings; and

**WHEREAS**, the Intergovernmental Advisory Committee and Bi-State Maintenance and staff recommend approval;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized to enter a contract with Garland Company and RBT Roofing for the purposes set forth above with funding from the sources so indicated.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**

## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**Bi-State Justice Center**  
**100 N Line Avenue**  
**Texarkana, TX 75501**

**Date Submitted: 10/23/2023**  
**Proposal #: 25-TX-230670**  
**MICPA # PW1925**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Base Bid**

#### **30 Year Roof Replacement Option**

1. Coordinate with Bi State Justice Building personnel to set up job-site in strict accordance with Owner's guidelines and OSHA requirements.
2. Completely remove existing EPDM Ballasted (Roof 2) and gravel-surfaced roof system (Roof 1) and all sheet metal and flashing components down to the existing Structural concrete deck.
3. Install new vapor barrier Stressbase 80 in CA Vapor Retarder adhesive use 3/16" notched squeegee.
4. Install tapered insulation and coverboard per approved wind up lift calculations. Refer to drawing for adhesion pattern of Zones 1, 2 & 3.
5. Adhere StressBase 80 Plus in Low VOC adhesive Weatherking @2.5 gallons per square.
6. Adhere StressPly Plus FR Mineral cap sheet in in Low VOC adhesive Weatherking @2.5 gallons per square.
7. Heat weld all end laps and seams on the cap sheet and spread granules into bleed out.

8. Install Silver Shield Premium fibered aluminum asphalt roof surfacing at 2 gallons per square.
9. Install all flashing plys in Low VOC adhesive Weatherking flashing adhesive @6-8 gallons per square.
10. Install field base ply 2" above the cant strip.
11. Install base ply with termination bar fastened at 6" on center 8" above the field and 6" onto the field passed the cant strip.
12. Install cap ply with termination bar fastened at 6" on center 8" above the field and 9" onto the field passed the cant strip.
13. Install 6" stripping ply (StressPly Plus FR Mineral cap sheet) over each flashing seam from the termination bar to 9" onto the field.
14. Mechanically fasten 1/4" plywood and prime on all parapet walls before adhering KEE 60 Kee-Stone from the termination counter flashing to the top of the parapet wall. See PARAPET WALL COUNTERFLASHING DETAIL.
15. Install counter flashing 8" above the field and counter flashing below coping stone. Refer to PARAPET WALL COUNTERFLASHING DETAIL.
16. Install counter flashing on all roof penetrations and curbs.
17. Install Fleece backed KEE membrane above all parapets walls from the coping stone to the counter flashing 8" above the field. Install KEE with KEE-Lock WB Flashing Adhesive Cold-applied water-based, acrylic, bonding adhesive at 1.0 gal/square.
18. Remove all joint sealant from coping stone and install new Tuff stuff sealant.
19. Clean all coping stone and install Protector SS at 100 sqft per gallon.
20. Coordinate with MEP contractor to raise all units to 8" minimum flashing height and install all new drains.
21. Provide manufacturer's weekly job-site inspections.
22. Provide Installer's Five-year labor and workmanship guarantee.
23. Provide manufacturer's 30-year "No Dollar Limit", leak-free, labor and materials.

### **Exterior Waterproofing**

1. Pressure wash entire exterior wall at a minimum 2000 PSI.
2. Clean all masonry with biodegradable non-toxic, solution safe for all masonry surfaces.
3. Inspect the entire building and tuck point masonry where applicable. Provide LF Pricing for Tuck Pointing.
4. Remove sealant and backer rod from control joints, wall penetrations, concrete flatwork areas and any area where sealant has failed on the building.
5. Install new backer rod in control joints and Single Component, High Performance Green-Lock Sealant XL and no measurable shrinkage at 14 days cured sealant in all aforementioned areas.
6. Remove sealant from Masonry to metal seal on windows and replace with Tuff-Stuff. Color determined by IAC Committee.
7. Remove sealant from Masonry to metal seal at windows and replace 20 Year Silicone (Non-Garland Product).
8. Apply one coat of Seal-A-Pore HP masonry damproofer at 100 sqft per gallon.
9. Remove all rust with a grinder on all metal window framing around elevator and guard towers. Provide LF price for replacing any metal frames completely rusted through.

10. Apply Rust Go Primer and topcoat. Primer is applied at 0.25 gallons per square. Topcoat is applied at 0.5 gallons per square per coat. 2 coat minimum.
11. Protect all surfaces while performing work and where needed provide temporary surface to operate equipment necessary to perform above mentioned work.

**Base Bid - 30 Year Roof Replacement Option and Exterior Waterproofing:**

**Proposal Price Based Upon Market Experience: \$ 3,274,973**

**Garland/DBS Price:**

**R.B.T. Roofing \$ 3,274,973**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. **Proposal is issued based on being awarded by a Texas based entity. Therefore, sales and use taxes are excluded. If Sales and/or Use Taxes are required, the costs will be added in addition to the proposal price listed above.**
2. Permits are excluded. If permits are required, they will be addressed via Change Order.
3. Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Consider the following action concerning the clean-up of fifty-five (55) nuisance properties.

Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes.

Adopt a Resolution certifying the amount to be put on tax books as delinquent and collected accordingly. (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** November 6, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

---

**REQUEST:** A resolution certifying amount to be put on tax books as delinquent and collected accordingly

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** A resolution to place liens on Miller County tax books to recover cost of removal of overgrowth, trash, and debris from fifty-five (55) nuisance properties as attached.

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION  
REQUIRED:** \$0.00

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**RECOMMENDED  
ACTION:** City Manager and staff recommend board approval.

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**EXHIBITS:** Resolution and List of property addresses, legal descriptions, owner's names and address, and amount of liens.

## RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, notice was given pursuant to Ark. Code Ann. §14-54-904 to the property owners identified in Exhibit A attached hereto of a hearing before the Texarkana, Arkansas, Board of Directors to determine the amount of the lien, if any, to be placed on the property identified in Exhibit A for the expense incurred by the City for removal of overgrowth, trash and debris from nuisance properties of such parcel of real property under the provisions of Ark. Code Ann. §14-56-201. Et seq., and Ark. Code Ann. §14-54-901, et seq., and the *City of Texarkana, Arkansas, Code of Ordinances*, including, without limitation Chapter 11, Article VI; and

**WHEREAS**, such notice was given pursuant to applicable law more than thirty (30) days prior to the date of the hearing and stated that the hearing on the matter would be before the City Board of Directors on November 6, 2023, commencing at 6:00 p.m. in the Texarkana, Arkansas, Municipal Building Board Room; and

**WHEREAS**, a hearing on such claim by the City was held this date pursuant to said notice and in accordance with the provisions of applicable law and the *City of Texarkana, Arkansas, Code of Ordinances*; and

**WHEREAS**, the properties at issue, property owners, and lien amounts (with the amount of the lien on each said parcel being the City's incurred expense for such parcel plus 10% penalty (as provided by law, including without limitation, Ark. Code Ann. §14-54-904) are attached in Exhibit A; and

**WHEREAS**, the Board of Directors has determined that there should be certified to the Miller County, Arkansas, Tax Collector to be placed on the books as delinquent taxes the amount set forth in Exhibit A for each said parcel of real property;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the amounts set forth in Exhibit A are hereby certified to the Tax Collector for Miller County, Arkansas, for placement on the tax books as delinquent taxes on the respective parcels of real property identified and described and collected accordingly as provided for by applicable law, including, without limitation, Ark. Code Ann. §14-54-901, et. seq.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November 2023.

---

Allen L. Brown, Mayor

**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

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Joshua L. Potter, City Attorney

## EXHIBIT A

STREET ADDRESS WARD & PARCEL NUMBER	LEGAL DESCRIPTION	OWNER OF RECORD & MAILING ADDRESS	COST (PLUS 10%)
123 Senator Ward# 2 Parcel# 1330210	All Lot 36 Block/Lot: 002 / 036 Beidler's 1 <sup>st</sup>	Beulah Acres LLC 367137 Old Hwy 62 Boley, Oklahoma 74829	\$220.00
300 Senator Ward# 2 Parcel# 4150212	W 90' of Lots 1 & 2 Block/Lot: 004 / 002 Nix 1 <sup>st</sup>	Carmen Brown 15717 Avis Ave Lawndale, CA 90260	\$220.00
859 E Broad Ward# 2 Parcel# 1330170	All Lots 29 & 30 Block/Lot: 002 / 030 Beidler's 1 <sup>st</sup>	Sergio Jelezoglo 2905 Cotton Gum Road Garland, Texas 75044	\$220.00
316 Hickory Ward# 2 Parcel# 1050040	All Lot 5 Block/Lot: 002 / 005 Aherns	Wilsmann, Earl & Lelia F C/O Earlene Tyson 21 Brookside Dr Texarkana, Arkansas 71854	\$220.00
407 Hickory Ward# 2 Parcel# 1011750	All Lot 4 Block/Lot: 043/004 Original City	Khanios Treepuse C/O Yasir Degrate 608 Thatcher St Texarkana, Arkansas 71854	\$220.00
1502 Lincoln Ward# 2 Parce# 1850630	All Lots 8 & 9 Block/Lot: 007 / 009 Carter, Kirby & Fouke	Sergio Perez 1605 E Timberview Ln Arlington, Texas 76014	\$220.00
901 Grape Ward# 2 Parcel# 3451430 & 3451450	NE/C 62.5X83.4 & NE/C E/2 of Lot 1 62.6X83.4' Block/Lot: 036 / 001 Kirby College	CLP Enterprise LLC 3 Gondola View Court Woodstock, MD 21163	\$220.00
2218 Selma Ward# 1 Parcel# 4850490	All of Lots 10 & 11 Block/Lot: 006 / 011 Scoggins SO Side	Charles W. McAdams 2218 Selma Texarkana, Arkansas 71854	\$220.00
Marietta Ward# 2 Parcel# 5110300	All of Lot 3 Block/Lot: 004 / 003 Springers	Stephanie English 1208 College Pkwy #1024 Lewisville, TX 75077-2891	\$220.00

1003 Cleveland Ward# 2 Parcel# 1610720	All of Lot 1 thru 4 Block/Lot: 022 / 004 Bramble Highland Park	Professional Housing & Land LLC 75 N Woodward Avenue #81956 Tallahassee, Florida 32313	\$220.00
900 Draughn Ward# 2 Parcel# 1610710	All of Lots 19 & 20 Block/Lot: 021 / 020 Bramble Highland Park	Sheil. Leonard Carraigmor, Parkgarriffee Monkstown Cork, Ireland 712 FY9E	\$220.00
1413 Ward# 3 Parcel# 2390260	All of Lots 3 & 4 Block/Lot: 004 / 004 Deutchman's 3 <sup>rd</sup>	Ford, Jane-Brenner, J K & L J 1413 Beech Street Texarkana, Arkansas 78154	\$220.00
601 Demorse Ward# 2 Parcel# 3350460	All of Lots 8 & 9 Block/Lot: 003 / 009 Johnston's Add	Trotter, Peter & Nikia 1219 Clearwater Drive Grand Prairie, Texas 75052	\$220.00
516 Demorse Ward# 2 Parcel# 3350360	All of Lots 23 & 24 Block/Lot: 002 / 024 Johnston's Add	Wise, Charles R & Doris J 516 Demorse Texarkana, Arkansas 71854	\$220.00
512 Ferguson Ward# 2 Parcel# 1590030	All of Lot See Extended Legal Block/Lot: 001 / N/A Bramble Highland Park	512 ½ Ferguson Tr # 159-006-0 Money in the Bank Trustee Po Box 2785 Hot Springs, AR 71914	\$220.00
3206 Ash Ward# 4 Parcel# 4290400	All of Lot 11 Block/Lot: 005 / 011 Oakland Hgts	Tommy J Breedlove 3206 Ash Texarkana, Arkansas 71854	\$220.00
3000 County Ward# 4 Parcel# 3270640	All of Lot 7 Block/Lot: 009 / 007 Industrial Col	Brandon Cranford 1294 County Rd 2616 Linden, Texas 75563	\$220.00
1421 Hickory Ward# 3 Parcel# 2391020	All of Lots 1 & 2 Block/Lot: 014 / 002 Deutchman's 3 <sup>rd</sup>	Timothy Alan Hood 1421 Hickory Texarkana, Arkansas 71854	\$220.00
2021 Dudley Ward# 2 Parcel# 00345200	60x128FT SE/Clot 18 NE SW contigw/ #2830171 Block/Lot: NA/NA 29-158-28W+	R Adams 17 Clinton S Greene, NY 13778	\$220.00

309 Laurel Ward# 2 Parcel# 1012461	All Lot 4 Block/Lot: 055 / 004 Original City	309 Laurel Texarkana LLC 1321 Upland Drive Houston, Texas 77043	\$220.00
839 Laurel Ward #2 Parcel# 4410030	All of Lots 4 & 5 Block/Lot: 001/ 005 O'Donnell's	Lee White Po Box 1823 Hope, Arkansas 71802	\$220.00
836 Laurel Ward# 2 Parcel# 4410240	All of Lots 16 thru 18 Block/Lot: 003 / 018 O'Donnell's	Versie Winstead C/O Tiffany Mays O'Guinn 212 Center St 7 <sup>th</sup> Floor Little Rock, AR 72201	\$220.00
204 Marguerite Ward# 3 Parcel# 00323805	PT S/2 SE NW Block/Lot: NA / NA 27-15S-28W	Jason Finessey 906 Line Ferry Rd Texarkana, Arkansas 71854	\$220.00
1122 Mary Ward# 2 Parcel# 2730200	All of Lot 30 Block/Lot: 008 / 030 Fronhoff's	Ronald Guerra 508 Garden Acres Dr Fort Worth, Texas 76140	\$220.00
1204 Mary Ward# 2 Parcel# 2730220	All Lots 32 & 33 Block/Lot: 008 / 033 Fronhoff's	Rita Hershovich 1403 Walnut Street Texarkana, Texas 75501	\$220.00
711 Pecan Ward# 2 Parcel# 1010790	Lot 4 & Strip of Land 7'x140' off S Side of Lot 3 Block/Lot: 014 / 003 Original City	Margaet Williams 195 41 <sup>st</sup> St #11318 Oakland, CA 94611	\$220.00
600 Locust Ward# 2 Parcel# 2930022	All Lots 9 thru 12 Block/Lot: 001 / 012 Hay's	Davis, Bryant & Rosemary 600 Locust St Texarkana, AR 71954	\$220.00
Pleasant Ward# 2 Parcel# 1550640	All Lot 7 Block/Lot: 002 / 007 Oats	Griffin, Maximillion 3306 N Robinson Texarkana, Texas 71854	\$220.00
1316 Rose Ward# 2 Parcel# 1550640	All of Lot 5 Block/Lot: 008 / 005 Bouricands	Harris, Mishala 4717 County Avenue #123 Texarkana, AR 71854	\$220.00

401 Ray Ward# 2 Parcel# 00341000	PT. SW NE NE / C Block/Lot: NA / NA 29-15S-28W	Juarez, Marcos & Mejia, Araceli 505 East 65 <sup>th</sup> St Apt # 4 Los Angeles, CA 90003	\$220.00
120 Eastside Drive Ward# 2 Parcel# 4120570	PT of Lots 5 thru 7 Block/Lot: 005 / 005 Nix Creek	Roscoe C Jr & Alice Nowlin 120 Eastside Drive Texarkana, Arkansas 71854	\$220.00
309 Charles Ward# 2 Parcel# 4710090	All Lot 5 Block/Lot: 002 / 005 Orr's Robert 1 <sup>st</sup>	Ola Mae Collins C/O Ola Mae Collins Taylor 1106 California St Texarkana, Arkansas 71854	\$220.00
2221 Washington Ward# 2 Parcel# 5250590	All Lot 7 Block/Lot: 006 / 007 Sunshine	Molena Frances Daniels 2911 Amber Bay Loop Anchorage, AK 99515	\$220.00
608 Baltimore Ward# 2 Parcel# 4470410	All Lot 1 Block/Lot: 005 / 001 Orr's 2 <sup>nd</sup>	Mable McCoy 608 Baltimore Texarkana, Arkansas 71854	\$220.00
2209 Delaware Ward# 2 Parcel# 2250440	All Lot 10 Block/Lot: 005 / 010 Cuckler's	Bryon D Gathwright 117 South Street Camden, Arkansas 71701	\$220.00
2625 Delaware Ward# 2 Parcel# 5110370	All Lot 13 Clock/Lot: 004 / 013 Springers	Lelah-Heris Henderson C/O Grace Pennick 120 W Davis Kerrville, Texas 78028	\$220.00
605 Delaware Ward# 2 Parcel# 4490210	S 85' of Lots 1 thru 3 Block/Lot: 005 / 003 Orr's 3 <sup>rd</sup>	BHM Trading, LLC 445 West 40 <sup>th</sup> St Suite 403145 Miami Beach, FL 33140	\$220.00
1507 Delaware Ward# 2 Parcel# 4470420	All Lot 2 Block/Lot: 005 / 002 Orr's 2 <sup>nd</sup>	Ozark US Properties Dept D Po Box 103 Greenland, AR 72737	\$220.00
605 Des Moines Ward# 2 Parcel# 5110380	All Lot 14 Block/Lot: 004 / 014 Springers	Burton, Emma J Smith 2708 Preston Texarkana, AR 71854	\$220.00

615 Des Moines Ward# 2 Parcel# 5110280	All Lot 1 Block/Lot: 004 / 001 Springers	BK Elite Properties LLC 3459 Misty Meadow Dr Dallas, Texas 75287	\$220.00
1502 Delaware Ward# 2 Parcel# 4470530	All Lot 1 Block/Lot: 006 / 001 Orr's 2 <sup>nd</sup>	BK Elite Properties LLC 3459 Misty Meadow Dr Dallas, Texas 75287	\$220.00
Demorse Ward# 2 Parcel# 3350480	All Lot 10 Block/Lot: 003 / 010 Johnston's Add	Trotter, Peter & Trotter Nikia 1219 Clearwater Dr Grand Prairie, TX 75052	\$220.00
720 Euclid Ward# 1 Parcel# 1693560	All Lots 1 thru 3 Block/Lot: 169 / 003 Bronway Hgts	Nard, Amos & Neal, Bertha Lee 720 Euclid Texarkana, Arkansas 71854	\$220.00
702 Grim Ward# 2 Parcel# 1691620	All Lots 11 & 12 Block/Lot: 019 / 012 Bronway Hgts	Laris, Eduardo Laris 2842 Emerald Meadow Ln Charlotte, NC 28273	\$220.00
706 Grim Ward# 2 Parcel# 1691510	All Lots 9 & 10 Block/Lot: 019/010 Bronway Hgts	Lincoln Melges Gomes 554 South Johnson Ave El Cajon, CA 92020	\$220.00
918 Grim Ward# 2 Parcel# 1691650	All Lots 7 & 8 Block/Lot: 021 / 008 Bronway Hgts	Janice Manley 2400 Brookridge #6 Texarkana, Arkansas 71854	\$220.00
1608 Lineferry Ward# 2 Parcel# 4950280	All Lots 13 & 14 Block/Lot: 004 / 014 Slimers 1 <sup>st</sup>	Silverdollardeeds 831 N Main St Orem, UT 84057	\$220.00
1303 Lineferry Rd Ward# 2 Parcel# 1693850	N 1 AC LESS 63x58' Block/Lot: 201 / NA Bronway Hgts	RB Solutions Investments, LLC 225 Terrace View Way Seneca, SC 29678	\$220.00
2109 Preston St Ward# 2 Parcel# 2250510	All Lot 3 Block/Lot: 007 / 003 Cucklers	BHM Trading, LLC 445 West 40 <sup>th</sup> St Suite 403145 Miami Beach, FL 33140	\$220.00

611 Park Ward# 2 Parcel# 4470480	All Lot 7 Block/Lot: 005 / 007 Orr's 2 <sup>nd</sup>	Laresa N Ray 2451 Oaklawn Dr Texarkana, TX 75501	\$220.00
918 Park Pl Ward# 2 Parcel# 3790080	All Lot 3 Block/Lot: 002 / 003 Maxwells E N	Byron D Gathwright 117 South St Camden, AR 71701	\$220.00
403 Pecan Ward# 2 Parcel# 1011840	S/2 of Lot 5 & All Lot 6 Block/Lot: 044 / 006 Original City	Molena Frances Daniels 2911 Amber Bay Loop Anchorage, AK 99515	\$220.00
2107 Preston St Ward# 2 Parcel# 2250520	All Lot 4 Block/Lot: 007 / 004 Cuckler's	Cowan, Russell Lee & Leterra Denise 1431 Burr St Saint Paul, MN 55130	\$220.00
2105 Preston St Ward# 2 Parcel# 00341900	PT SW NW NE Block/Lot: NA / NA 29-15s28w	The Tax Blueprint, LLC Po Box 5132 Texarkana, Texas 75503	\$220.00
505 Orleans Ward# 2 Parcel# 3090030	All Lots 3 & 4 Block/Lot: 001 / 004 Hillcrest	Q's Tree Stump Grinding & Landscaping Service LLC Po Box 421 Nash, Texas 75569	\$220.00



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Arrowhead Estates Subdivision, streets named Redstone Drive, Spearhead Lane, and Folsom Way, (Ward 6) (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** November 6, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

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**REQUEST:** Acceptance of street and other improvements in Arrowhead Estates Subdivision Streets named Redstone Drive, Spearhead Lane, and Folsom Way.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Water mains, sanitary sewer mains, street and drainage improvements in Arrowhead Estates Subdivision Streets named Redstone Drive, Spearhead Lane, and Folsom Way, have been completed and were inspected by respective departments. The owner, William O. Weems III, has submitted his one-year warranty letter, and TWU has inspected and approved the water and sewer mains. The street and drainage facilities were inspected during construction and are ready for acceptance. It is recommended that the Board of Directors accept the dedication of street right-of-way and other facilities in accordance with Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances*.

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION REQUIRED:** \$0.00

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**RECOMMENDED ACTION:** City Manager and staff recommend board approval.

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**EXHIBITS:** Ordinance, Final Plat, Developer's 1-year Warranty Letter, TWU Approval Letter, Approval Letter from Arkansas Department of Health, and Public Works Acceptance Letter.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO ACCEPT DEDICATION OF  
STREET RIGHT-OF-WAY AND PUBLIC  
FACILITIES IMPROVEMENTS WITHIN THE  
ARROWHEAD ESTATES SUBDIVISION**

**WHEREAS**, Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances* provides for the acceptance of dedication of street right-of-way and other public facilities; and

**WHEREAS**, the streets and utility improvements on streets named Redstone Drive, Spearhead Lane, and Folsom Way, located within the Arrowhead Estates Subdivision have been inspected and recommended for acceptance;

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Directors of the City of Texarkana, Arkansas, that the dedication of street right-of-way and utility services are hereby accepted.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



# Texarkana Water Utilities

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone  
711 TTY  
(903) 791-0724 Fax

September 24, 2021

Mr. Tyler Richards, P.E.  
Public Works Director  
216 Walnut Street  
Texarkana, Arkansas 71854

RE: Arrowhead Estates Subdivision

Dear Mr. Richards:

All water and sewer items in this subdivision are installed and accepted by TWU except one item listed below:

1. The lift station

After talking with the Engineer and Contractor, the Utility does hereby APPROVE/RELEASE this subdivision for construction contingent on the Lift Station being complete as soon as possible.

If you have any questions, please contact me.

Sincerely,



Kenneth L. Icenhower, P.E.  
Design Engineer  
Texarkana Water Utilities

CC: Gary Smith, TWU Interim Executive Director  
Luke Fyffe, TWU Engineering Inspector  
Glen Spears, Spears Engineering Company



**CITY OF TEXARKANA ARKANSAS**  
DEPARTMENT OF PUBLIC WORKS  
216 WALNUT ST 71854-6024  
P O BOX 2711 TEXARKANA ARKANSAS 75504-2711  
PHONE (870) 779-4971 – FAX (870) 773-2395

October 22, 2021

William Weems  
4422 Hwy 29 S  
Hope, AR 71801

Re: Acceptance of Dedication Offers – Arrowhead Estates Subdivision

Dear Mr. Weems:

Per the City of Texarkana Code of Ordinances the above referenced subdivision improvements appear to meet the City's Specifications.

TWU issued a letter dated September 24, 2021 accepting the Water and Sewer Improvements for Arrowhead Estates Subdivision. TWU's approval is contingent upon the Lift Station being completed as soon as possible. Utilities will not be released to individual houses until the lift station is installed and inspected.

Although the subdivision meets all the specifications for acceptance based on construction, the following items need to be addressed and maintained:

1. Keep the subdivision free of trash and other debris during construction on lots;
2. Continue to maintain existing erosion control measures on site as well as additional measures installed as needed.
3. Seed or sod site as required to stabilize areas to stop erosion into storm water system. Clean ditches and maintain erosion control devices as required;
4. Keep subdivision mowed and presentable;

The Public Works Department does hereby approve the Streets/Grading/Drainage/Water/Sewer improvements for this project contingent upon the above referenced conditions. The Board of Directors will be presented this recommendation for consideration at the Board Meeting scheduled for Monday, November 15, 2021. Your Maintenance Agreements begins on the day the BOD accepts the improvements.

Sincerely,

Tyler Richards  
Public Works Director



# Arrowhead Estates

August 6, 2021

Board of Directors  
City of Texarkana, Arkansas  
216 Walnut St.  
Texarkana, Arkansas 71854

RE: Arrowhead Estates, LLC - Materials and Workmanship Guarantee

Dear Board of Directors:

As the owner of Arrowhead Estates I am providing this letter to guarantee all materials and workmanship of the built street for one (1) year following the acceptance by the City of Texarkana, Arkansas and the Board of Directors. If you should need any further information regarding this matter please do not hesitate to contact me at the number listed below.

Sincerely,

William O. Weems, III





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Deer Meadows Subdivision, streets named Northern Red Oak Trail, River Birch Way, and Southern Magnolia Lane. (Ward 6) (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** November 6, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

---

**REQUEST:** Acceptance of street and other improvements in Deer Meadows Subdivision Streets named Northern Red Oak Trail, River Birch Way, and Southern Magnolia Lane.

**EMERGENCY CLAUSE:** N/A

---

**SUMMARY:** Water mains, sanitary sewer mains, street and drainage improvements in Deer Meadows Subdivision Streets named Northern Red Oak Trail, River Birch Way and Southern Magnolia Lane have been completed and were inspected by respective departments. The owner, Donnie Sealy, has submitted his one-year warranty letter, and TWU has inspected and approved the water and sewer mains. The street and drainage facilities were inspected during construction and are ready for acceptance. It is recommended that the Board of Directors accept the dedication of street right-of-way and other facilities in accordance with Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances*.

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION  
REQUIRED:** \$0.00

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**RECOMMENDED  
ACTION:** City Manager and staff recommend board approval.

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**EXHIBITS:** Ordinance, Final Plat, Developer's 1-year Warranty Letter, TWU Approval Letter, Approval Letter from Arkansas Department of Health, and Public Works Acceptance Letter.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO ACCEPT DEDICATION OF  
STREET RIGHT-OF-WAY AND PUBLIC  
FACILITIES IMPROVEMENTS WITHIN THE  
DEER MEADOWS SUBDIVISION**

**WHEREAS**, Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances* provides for the acceptance of dedication of street right-of-way and other public facilities; and

**WHEREAS**, the streets and utility improvements on streets named Northern Red Oak Trail, River Birch Way, and Southern Magnolia Lane located within the Deer Meadows Subdivision have been inspected and recommended for acceptance;

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Directors of the City of Texarkana, Arkansas, that the dedication of street right-of-way and utility services are hereby accepted.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



## Texarkana Water Utilities

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone  
711 TTY  
(903) 791-0724 Fax

August 7, 2023

Mr. Tyler Richards, P.E.  
Director of Public Works  
City of Texarkana, Arkansas  
216 Walnut St.  
Texarkana, Arkansas 71854

Re: Deer Meadows Subdivision

Dear Mr. Richards:

The Utility staff made a final inspection of the above referenced project on August 7, 2023, and has the following comments:

1. 11 months from the date of this letter we will make an "11 month" inspection of our utilities.
2. As-built drawings need to be submitted on both electronic media and hard copy.

The Utility does hereby approve the water and sewer for this project contingent upon the above referenced conditions being met. If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

A. Len McBride, E.I.T.  
Design Engineer  
Texarkana Water Utilities

Xe: Gary Smith, P.E., Executive Director, TWU  
Kenneth L. Icenhower, P.E., Assistant Director, TWU  
Tricia Briggs, Finance Manager, TWU  
Mellissa Shaw, Customer Service Supervisor, TWU



## Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000

Governor Asa Hutchinson

Renee Mallory, RN, BSN, Interim Secretary of Health

Jennifer Dillaha, MD, Director

Engineering Section, Slot 37 Ph (501) 661-2623 Fax (501) 661-2032  
[www.healthy.arkansas.gov/eng](http://www.healthy.arkansas.gov/eng) After Hours Emergency (501) 661-2136

June 17, 2022

Mr. Glen Spears, P.E.  
 Spears Engineering Company  
 3605 Jefferson Avenue  
 Texarkana, AR 71854

RE: SUBDIVISION WATER & SEWER EXTENSION  
 Deer Meadow Estates – Block 1 (12 Lots), Block 2 (18 Lots), Block 3 (9 Lots)  
 - 8" PVC (DR-18) and DIP (Class 350) Water Main Extension  
 - 8" PVC (SDR-26) and DIP (Class 350) Gravity Sewer Extension  
 - 13 Sanitary Sewer Manholes and Four Sanitary Sewer Cleanouts  
 Texarkana Water Utilities (PWS # 360)  
 Texarkana, Miller County, AR 71854  
 SEC Job # 110-14  
 ADH Project # 120257

Dear Mr. Spears,

The plans and specifications for the above referenced project were reviewed and are hereby approved with the following conditions:

1. The Engineering Section relied upon the statements and representations made in the plans and specifications. In case any statement or representation in the aforementioned documents is found to be incorrect, this Approval may be revoked.
2. There shall be no deviation from the plans and specifications unless revised plans and specifications have been first submitted for review and written consent given.
3. The review and approval of the drawings and specifications were for functional and sanitary features and in no way constitute an analysis of the structural design.
4. If construction on this project is not started within one year of the date affixed hereto, this Letter of Approval is void.
5. Construction inspection for this project shall be the responsibility of Spears Engineering Company.
6. All materials and components installed after January 3, 2014 in drinking water systems are required to comply with the federal definition of "lead free" contained in Public Law 111-380.

One set of the plans is being retained for our files and one stamped, approved set will be available via the online plan portal. When submitting correspondence pertaining to this project, please include our reference number 120257.

Sincerely,

Dennis E. Taylor, P.E.  
 Engineer Supervisor  
 ADH Engineering Section

DET:DBG:dbg

cc: Texarkana Water Utilities (PWS # 360)



**CITY OF TEXARKANA ARKANSAS**  
DEPARTMENT OF PUBLIC WORKS  
216 WALNUT ST 71854-6024  
P O BOX 2711 TEXARKANA ARKANSAS 75504-2711  
PHONE (870) 779-4971 – FAX (870) 773-2395

August 8, 2023

Silverland Investments  
6 Wild Oak Circle  
Texarkana, TX 75503

Re: Acceptance of Dedication Offers – Deer Meadows Subdivision

Dear Mr. Sealy:

Per the City of Texarkana Code of Ordinances the above referenced subdivision improvements appear to meet the City's Specifications.

TWU issued a letter dated 8-7-2023 accepting the Water and Sewer Improvements for Deer Meadows Subdivision.

As-Built Plans have been provided to the City and will be kept on file.

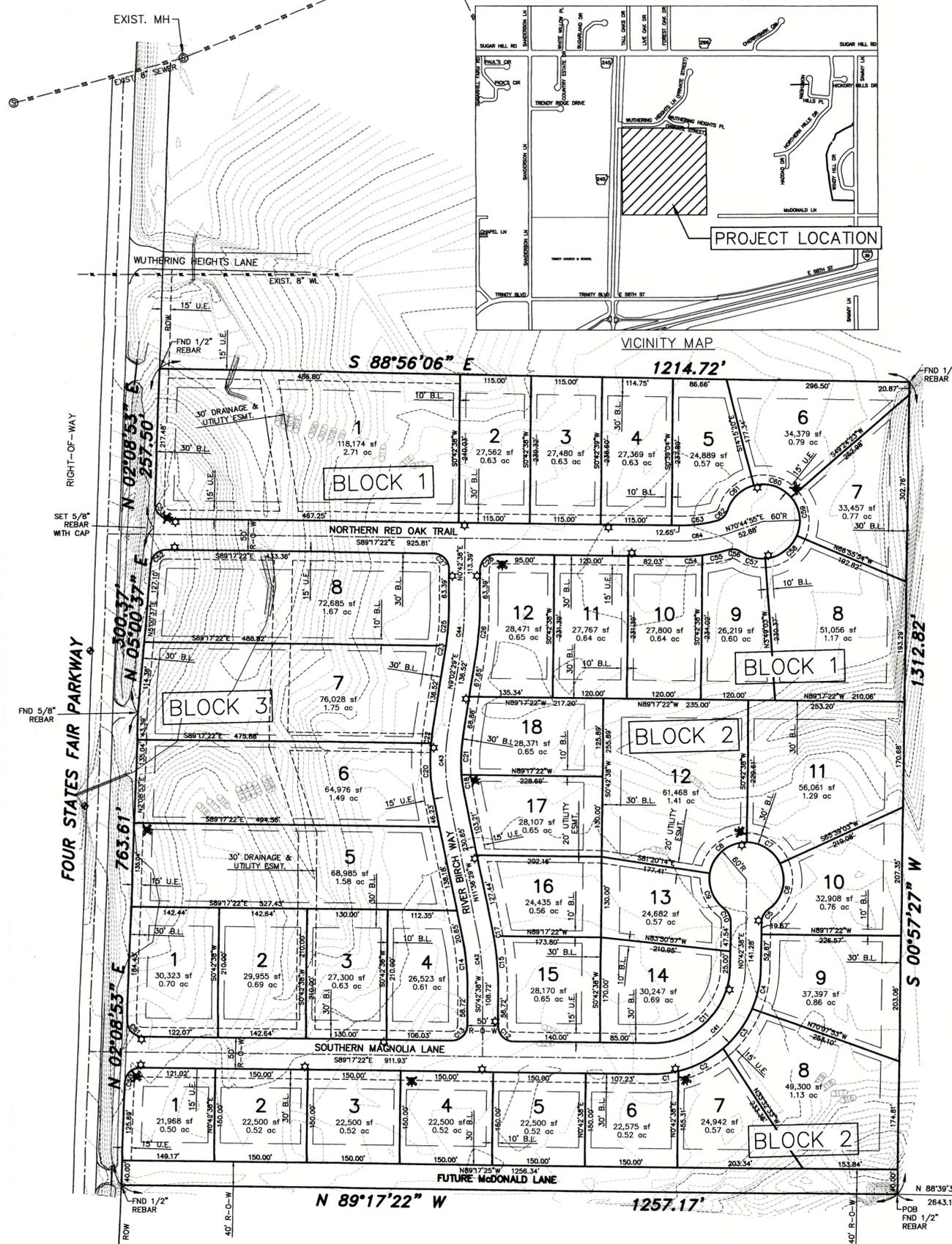
Although the subdivision meets all the specifications for acceptance based on construction, the following items need to be addressed and maintained:

1. Keep the subdivision free of trash and other debris during construction on lots;
2. Continue to maintain existing erosion control measures on site;
3. Seed or sod site as required to stabilize areas to stop erosion into storm water system.  
Clean ditches and maintain erosion control devices as required;
4. Keep subdivision mowed and presentable;

The Public Works Department does hereby approve the Streets/Grading/Drainage/Water/Sewer improvements for this project contingent upon the above referenced conditions. The Board of Directors will be presented this recommendation for consideration on a date to be determined. Your Maintenance Agreements begins on the day the BOD accepts the improvements.

Sincerely,

Tyler Richards  
Public Works Director



**OFFER OF IRREVOCABLE DEDICATION BY OWNER**

KNOW ALL PERSONS BY THESE PRESENT:

SILVER LAND INVESTMENTS LLC, being the owner of the herein described tract of land, do hereby plat and layout the same into a subdivision of the City of Texarkana, Miller County, Arkansas, said Subdivision to be known, designated and hereafter referred to by its subdivision name, DEER MEADOW ESTATES, legally described as a part of the NW 1/4 of Section 4, Township 15 South, Range 28 West, Miller County, Arkansas. The same being composed of Thirty-eight (38) lots in Three (3) Blocks, as more particularly set out in detail on the survey and plat of which this dedication is a part.

I further dedicate to the public for the use of the present and future owners of said property certain public improvements consisting of street rights-of-way as shown on the said plat and utility easements for obtaining utilities (including without being limited to utility companies providing said premises with water, sewage service, telephone service, electricity, and gas) serving said premises. The easements being located on said plat and designated as utility easements and the street rights-of-way are to be dedicated to the City of Texarkana, Arkansas, free and clear of all encumbrances and liens, pursuant to the regulations of the City of Texarkana, Arkansas Subdivision Requirements.

This offer of dedication is irrevocable and can be formally accepted by the City of Texarkana, Arkansas at any time. This offer shall run with the land and shall be binding on all assignees, successors or heirs of the developer.

*Ron Dawson*  
 Ron Dawson (Operating Member for Silver Land Investments, LLC)

**NOTARY ACKNOWLEDGMENT**

State of Arkansas  
 County of Miller

On this 22nd day of August, 2023, before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ron Dawson, known to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that he does hereby execute the same for the purpose and consideration herein expressed. Given my hand and seal of Office, this 22nd day of August, 2023.

*Dana Johnson*  
 Dana Johnson  
 Notary Public  
 Miller County, Arkansas  
 My Commission #12948074  
 expires June 27, 2026

My Commission Expires: June 27, 2026

**CERTIFICATE OF APPROVAL BY PLANNING COMMISSION**

We, the undersigned, do hereby certify that the plat of DEER MEADOW ESTATES, a part of the SE 1/4 of the NW 1/4 of Section 4, Township 15 South, Range 28 West, Miller County, Arkansas, together with the Owner's Certificate and the Surveyor's Certificate of same, were presented to the Planning Commission of the City of Texarkana, Miller County, Arkansas, for its approval; that said plat, Owner's Certificate and the Surveyor's Certificate, being found to conform to the requirements in all respects and are in all things approved on the 22nd day of August, 2023.

Note: Planning and Zoning approval by the Planning Administrator shall expire 121 days after approval if plat is not recorded prior to such.

*Anderson Neal Jr*  
 Anderson Neal Jr  
 Planning Chairperson

*Janice Shirley*  
 Janice Shirley  
 Planning Secretary

**PROPERTY DESCRIPTION**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION FOUR (4), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TWENTY-EIGHT (28) WEST, MILLER COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING: AT A FOUND CONCRETE NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FOUR (4), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TWENTY-EIGHT (28) WEST, MILLER COUNTY, ARKANSAS;

THENCE: N 88°39'31" W, 2643.10 FEET TO A FOUND 1/2" REBAR BEING THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 BEING THE POINT OF BEGINNING FOR HEREIN DESCRIBED TRACT OF LAND;

THENCE: N 89°17'22" W, ALONG THE SOUTH BOUNDARY LINE OF THE NW 1/4 AND THE NORTH BOUNDARY LINE OF THE SW 1/4 OF SECTION 4, 1257.17 FEET TO A FOUND 1/2" REBAR ON THE EAST RIGHT-OF-WAY LINE OF FOUR STATES FAIR PARKWAY FOR CORNER;

THENCE: N 02°08'53" E, ALONG THE EAST RIGHT-OF-WAY LINE OF FOUR STATES FAIR PARKWAY, 763.61 FEET TO A FOUND 5/8" REBAR;

THENCE: N 05°00'37" E, ALONG THE EAST RIGHT-OF-WAY LINE OF FOUR STATES FAIR PARKWAY, 300.37 FEET TO A SET 5/8" REBAR WITH CAP;

THENCE: N 02°08'53" E, ALONG THE EAST RIGHT-OF-WAY LINE OF FOUR STATES FAIR PARKWAY, 257.50 FEET TO A FOUND 1/2" REBAR AT THE SOUTHWEST CORNER OF SUGAR CREEK FOR CORNER;

THENCE: S 88°56'06" E, ALONG THE SOUTH BOUNDARY LINE OF SUGAR CREEK SUBDIVISION AND ALONG THE NORTH BOUNDARY LINE OF THE SE 1/4 OF THE NW 1/4 AND THE SOUTH BOUNDARY LINE OF THE NE 1/4 OF THE NW 1/4 OF SECTION 4, 1214.72 FEET TO A FOUND 1/2" REBAR FOR CORNER AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND BEING THE SOUTHEAST CORNER OF SUGAR CREEK;

THENCE: S 00°57'27" W, ALONG THE EAST BOUNDARY LINE OF THE NW 1/4 AND THE WEST BOUNDARY LINE OF THE NE 1/4 TO THE POINT OF BEGINNING, CONTAINING 37.445 ACRES OF LAND, MORE OR LESS.

500-155-28W-0-04-420-46-1544

BASIS OF BEARINGS: BEARINGS ARE BASED ON GEODETIC NORTH AS MEASURED USING GPS (GLOBAL POSITIONING SYSTEM) ON SEPTEMBER 1, 2021, OPERATING WITHIN THE PARAMETERS OF WGS-84.

**CERTIFICATE OF SURVEYOR**

I, CHRIS C. LONG, DO HEREBY CERTIFY THAT I AM A REGISTERED PUBLIC SURVEYOR IN THE STATE OF ARKANSAS AND THAT THE MAP OR PLAT OF "DEER MEADOW ESTATES", LEGALLY DESCRIBED AS A SUBDIVISION OF PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 4, T-15-S, R-28-W, TEXARKANA, MILLER COUNTY, ARKANSAS, ATTACHED HERETO, CORRECTLY REFLECTS THE RESULTS OF A SURVEY MADE BY ME, THAT THE CORNER MONUMENTS ARE IN PLACE AT POINTS ON THE BOUNDARIES AS SHOWN ON THE ATTACHED MAP; THAT THERE ARE NO ENCROACHMENTS OR DISCREPANCIES; AND THAT THE SUBDIVISION AS SHOWN ON THE ATTACHED MAP IS KNOWN AS "DEER MEADOW ESTATES".

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENT OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS-OF-WAY (ALL EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN IF TITLE COMMITMENT WAS PROVIDED PRIOR TO FIELD WORK), EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY.

Curve #	Length	Radius	Delta	Tangent
C1	43.21'	175.00'	14°08'45"	21.71'
C2	81.96'	175.00'	26°49'59"	41.74'
C3	80.83'	175.00'	26°27'48"	41.15'
C4	68.90'	175.00'	22°33'29"	34.90'
C5	23.55'	25.00'	53°58'05"	12.73'
C6	83.57'	60.00'	79°48'01"	50.17'
C7	67.20'	60.00'	64°10'04"	37.61'
C8	85.04'	60.00'	81°12'12"	51.43'
C9	65.73'	60.00'	62°45'53"	36.80'
C10	23.55'	25.00'	53°58'05"	12.73'
C11	196.35'	125.00'	90°00'00"	125.00'
C12	39.27'	25.00'	90°00'00"	25.00'
C13	39.27'	25.00'	90°00'00"	25.00'
C14	81.74'	382.24'	12°15'07"	41.02'
C15	86.87'	432.23'	11°30'55"	43.58'
C16	5.62'	432.23'	0°44'41"	2.81'
C17	29.53'	242.97'	6°57'53"	14.79'
C18	90.36'	292.96'	17°40'17"	45.54'
C19	57.90'	242.97'	13°39'15"	29.09'
C20	15.10'	292.96'	2°57'10"	7.55'
C21	7.41'	475.00'	0°53'39"	3.71'
C22	61.65'	475.00'	7°26'11"	30.87'

Curve #	Length	Radius	Delta	Tangent
C26	76.33'	525.00'	8°19'51"	38.23'
C27	39.27'	25.00'	90°00'00"	25.00'
C28	39.27'	25.00'	90°00'00"	25.00'
C41	235.62'	150.00'	90°00'00"	150.00'
C42	87.11'	407.15'	12°15'31"	43.72'
C43	96.45'	267.94'	20°37'27"	48.75'
C44	72.70'	500.00'	8°19'51"	36.41'
C50	38.64'	25.00'	88°33'45"	24.38'
C51	39.90'	25.00'	91°26'15"	25.64'
C52	37.39'	25.00'	85°42'01"	23.19'
C53	39.90'	25.00'	91°26'15"	25.64'
C54	38.10'	275.00'	7°56'14"	19.08'
C55	42.88'	275.00'	8°56'02"	21.48'
C56	22.36'	25.00'	51°14'25"	11.99'
C57	40.73'	60.00'	38°53'49"	21.19'
C58	66.09'	60.00'	63°06'51"	36.85'
C59	66.67'	60.00'	63°39'43"	37.25'
C60	66.67'	60.00'	63°39'43"	37.25'
C61	61.23'	60.00'	58°27'58"	33.58'
C62	25.26'	25.00'	57°53'35"	13.83'
C63	61.02'	225.00'	15°32'21"	30.70'
C64	87.10'	250.00'	19°57'43"	44.00'

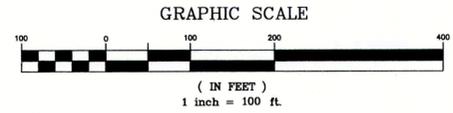


2023R005379  
 PENNY KILCREASE  
 MILLER COUNTY CIRCUIT CLERK  
 TEXARKANA, AR  
 RECORDED ON  
 08/24/2023 09:46:55 AM  
 RECORDING FEE 15.00  
 PAGES: 1

THIS TRACT IS NOT WITHIN A DESIGNATED FLOOD PLAIN, ACCORDING TO FEDERAL INSURANCE ADMINISTRATION RATE MAP, MAP NUMBER 05091C0110D, EFFECTIVE DATE DECEMBER 18, 2009.

FILED FOR RECORD:  
 VOLUME: \_\_\_\_\_ PAGE: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 OF MILLER COUNTY, ARKANSAS ON THE 22nd DAY OF August  
 OF THE YEAR 2023

**DEER MEADOW ESTATES - FINAL RE-PLAT**



- ZONING = R-1  
 SETBACK NOTES:  
 1. FRONT YARD SETBACK = 30'  
 2. REAR YARD SETBACK = 30'  
 3. SIDE YARD SETBACK (INTERIOR) = 10'  
 4. SIDE YARD (CORNER LOT - BACKING UP TO SIDE YARD) = 30'  
 5. SIDE YARD (CORNER LOT - BACKING UP TO REAR YARD) = 15'

REV.	DESCRIPTION	BY	DATE
1	REVISED NOTARY ACKNOWLEDGMENT	CGS	8/21/2023

DWN BY: DWS DSN BY: CGS  
 SCALE: 1" = 100'  
 DATE: JUNE 2023  
 JOB NUMBER SHEET  
 110-14 F1

**SPEARS Engineering Company**  
 3605 JEFFERSON AVENUE  
 TEXARKANA, ARKANSAS 71854  
 PHONE (870) 774-3204

**DEER MEADOW ESTATES  
 FINAL RE-PLAT**



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Griffin Place Subdivision, street named Brynlee Circle. (Ward 5) (PWD) Public Works Director Tyler Richards
<b>AGENDA DATE:</b>	November 6, 2023
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
<b>DEPARTMENT:</b>	Public Works Department
<b>PREPARED BY:</b>	Tracie Lee, Assistant Public Works Director

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<b>REQUEST:</b>	Acceptance of street and other improvements in Griffin Place Subdivision Street named Brynlee Circle.
<b>EMERGENCY CLAUSE:</b>	N/A

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<b>SUMMARY:</b>	Water mains, sanitary sewer mains, street and drainage improvements in Griffin Place Subdivision Street named Brynlee Circle have been completed and were inspected by respective departments. The owners, Sarah, and Donnie Sealy submitted a one-year warranty letter, and TWU has inspected and approved the water and sewer mains. The street and drainage facilities were inspected during construction and are ready for acceptance. It is recommended that the Board of Directors accept the dedication of street right-of-way and other facilities in accordance with Section 24-53 of the <i>City of Texarkana, Arkansas, Code of Ordinances</i> .
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<b>EXPENSE REQUIRED:</b>	\$0.00
<b>AMOUNT BUDGETED:</b>	\$0.00
<b>APPROPRIATION REQUIRED:</b>	\$0.00

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<b>RECOMMENDED ACTION:</b>	City Manager and staff recommend board approval.
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<b>EXHIBITS:</b>	Ordinance, Final Plat, Developer's 1-year Warranty Letter, TWU Approval Letter, Approval Letter from Arkansas Department of Health, and Public Works Acceptance Letter.
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO ACCEPT DEDICATION OF  
STREET RIGHT-OF-WAY AND PUBLIC  
FACILITIES IMPROVEMENTS WITHIN THE  
GRIFFIN PLACE SUBDIVISION**

**WHEREAS**, Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances* provides for the acceptance of dedication of street right-of-way and other public facilities; and

**WHEREAS**, the street and utility improvements on the street named Brynlee Circle located within the Griffin Place Subdivision have been inspected and recommended for acceptance;

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Directors of the City of Texarkana, Arkansas, that the dedication of street right-of-way and utility services are hereby accepted.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



## Texarkana Water Utilities

(903) 798-3800 Phone  
711 TTY  
(903) 791-0724 Fax

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

May 5, 2021

Mr. Tyler Richards, P.E.

Public Works Director  
216 Walnut Street  
Texarkana, Arkansas 71854

**Re: Griffin Place Subdivision – Arkansas Boulevard – Texarkana, AR**

Dear Mr. Richards:

The Utility staff has performed a review of the **REVISED** plans for the above referenced project and has the following comments:

1. The Utility's engineering department must be notified at least twenty-four (24) hours prior to any construction being started so that an inspector can be assigned to the project. The TWU inspector is not the owner's representative and is on-site part-time only to ensure that actual assembly and construction meet Utility standards.
2. The sewer taps, water taps, and meter box installations must be inspected by the Utility and the service lines and material must be inspected and approved by the City Plumbing Inspector. The water meters must be located adjacent to the water main, between the water main and the building, in a grassed area, to keep from having the service line run back over the main. The backflow prevention devices must be located adjacent to the meters. The water tap must run perpendicular from the existing water main to the water meter and be located so the tap and meter are not located under any pavement.
3. The backflow preventers (RPPA's) for the water meters must be located within five (5') feet of the meters.
4. When placing any new street, driveways or parking lots over our existing sewer main, there must be a minimum of three feet of cover maintained. This is the owner's/contractor's responsibility to verify this clearance with the Utility
5. Water and sewer lines placed under Highways, streets and driveways must be by bore. If the street is opened cut, it must be backfilled per the City's requirements.
6. Care shall be taken when tapping the existing sewer/water main. All taps must be inspected by the Utility for approval. If the existing sewer/water main is damaged during construction/tapping, the developer will be required to repair/replace the sewer/water main at his expense.
7. Water lines and fittings (tapping sleeves) shall be hydrostatically tested.
8. The Texarkana Water Utilities takes no responsibility for any pavement or landscaping placed in easements or right-of-ways and damaged by maintenance or leaks, the excavation will be filled and compacted to the level of the surrounding terrain. The owner will be responsible to replace any pavement or landscaping.

9. Prior to any work commencing, the owner or contractor must open an account with TWU. Then the contractor must obtain a permit from the Texarkana Water Utilities prior to tapping the water or sewer main. Only contractors from the Utilities existing approved list may tap the water main. This list may be obtained from our engineering department.
10. Any existing water or sewer details provided by the Utility is for informational purposes only. The developer/Engineer shall field verify such utilities prior to construction.

The Utility staff does hereby **APPROVE** these plans contingent upon the above list of items. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Kenneth L. Icenhower, P.E. (Texas #70750)  
Design Engineer  
Texarkana Water Utilities

xc: J. D. Phillips, P.E., Executive Director, TWU  
Gary Smith, P.E., Director of Operations and Maintenance, TWU  
Tricia Briggs, Customer Service Manager, TWU  
Teresa Akard, Engineering Technician II, TWU  
Bill Moss, GIS Technician, TWU  
David Waldroup, P.E., Utility Engineering Supervisor, TWU  
Jim Wall, Fire Marshal, Texarkana, Arkansas  
Shawn Maxey, Building Official, Texarkana, Arkansas

*Texarkana Water Utilities is an equal opportunity provider and employer*



## CITY OF TEXARKANA ARKANSAS

DEPARTMENT OF PUBLIC WORKS

216 WALNUT ST 71854-6024

P O BOX 2711 TEXARKANA ARKANSAS 75504-2711

PHONE (870) 779-4971 – FAX (870) 773-2395

May 20, 2021

Donnie Sealy  
TDC General Contractors, LLC  
2012 Arkansas Blvd  
Texarkana, AR 71854

Re: Acceptance of Dedication Offers – Griffin Place Subdivision

Dear Mr. Sealy:

Per the City of Texarkana Code of Ordinances the above referenced subdivision improvements appear to meet the City's Specifications.

TWU issued a letter accepting the Water and Sewer Improvements for Griffin Place Subdivision.

As-Built Plans have been provided to the City and will be kept on file.

Although the subdivision meets all the specifications for acceptance based on construction, the following items need to be addressed and maintained:

1. Keep the subdivision free of trash and other debris during construction on lots;
2. Continue to maintain existing erosion control measures on site;
3. Seed or sod site as required to stabilize areas to stop erosion into storm water system.  
Clean ditches and maintain erosion control devices as required;
4. Keep subdivision mowed and presentable;

The Public Works Department does hereby approve the Streets/Grading/Drainage/Water/Sewer Plans for this project contingent upon the above referenced conditions. The Board of Directors will be presented this recommendation for consideration.. Your Maintenance Agreements begins on the day the BOD accepts the improvements.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tyler Richards". The signature is stylized and includes a large "D" and "S" shape.

Tyler Richards, P.E., CFM  
Public Works Director

**TDC GENERAL CONTRACTORS, LLC**

License # 0209190418

2012 Arkansas Blvd.

Texarkana, AR 71854

May 5, 2021

Texarkana Arkansas Public Works Dept.  
% Tyler Richards  
216 Walnut St  
Texarkana, AR 71854

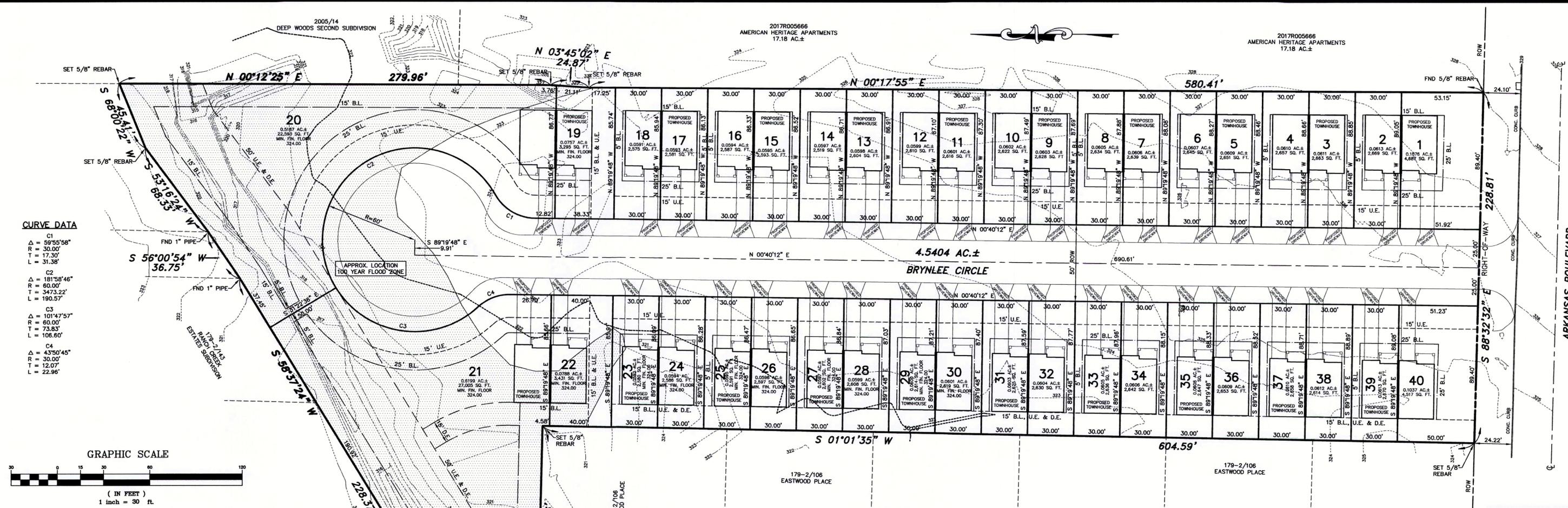
Tyler:

This letter will serve as our warranty on Brynlee Circle located in Griffin Place Subdivision, Texarkana, AR. We, TDC General Contractors, LLC, will guarantee the road for 1 year from this date. The warranty will expire on May 4, 2022.

Sincerely,

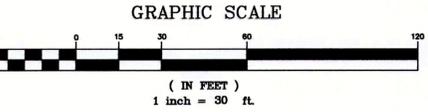
A handwritten signature in black ink that reads "Donnie Sealy". The signature is written in a cursive style with a large initial "D" and a long, sweeping underline.

Donnie Sealy  
Owner/Member



**CURVE DATA**

C1	Δ = 59°55'58"
	R = 30.00'
	T = 17.30'
	L = 31.38'
C2	Δ = 181°58'46"
	R = 60.00'
	T = 3473.22'
	L = 190.57'
C3	Δ = 101°47'57"
	R = 60.00'
	T = 73.83'
	L = 108.60'
C4	Δ = 43°50'45"
	R = 30.00'
	T = 12.07'
	L = 22.96'



**PROPERTY DESCRIPTION**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHT (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TWENTY-EIGHT (28) WEST, MILLER COUNTY, ARKANSAS AND BEING ALL OF A 2.9980 ACRE TRACT AS DESCRIBED IN WARRANTY DEED FROM TEXAR PREMIER HEALTHCARE, P.A. TO JAMES BLACKBURN DATED SEPTEMBER 17, 2015, RECORDED IN DOCUMENT NO. 2015R007784 OF THE DEED RECORDS OF MILLER COUNTY, ARKANSAS AND BEING A PART OF LOT NINE (9) OF RANCH CREEK ESTATES SUBDIVISION TO THE CITY OF TEXARKANA, MILLER COUNTY, ARKANSAS ACCORDING TO THE PLAT OR MAP RECORDED IN VOLUME 179-2, PAGE 143 OF THE PLAT RECORDS OF MILLER COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 8, T-15-S, R-28-W, MILLER COUNTY, ARKANSAS;

THENCE: S 01°06'31" E, WITH THE WEST BOUNDARY LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 8, 431.32 FEET TO A POINT;

THENCE: S 88°41'20" E, 84.02 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP (STAMPED R.P.L.S. 1129 TYPICAL) FOR CORNER AND BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND;

THENCE: S 88°41'20" E, WITH THE NORTH BOUNDARY LINE OF EASTWOOD PLACE A SUBDIVISION TO THE CITY OF TEXARKANA, MILLER COUNTY, ARKANSAS RECORDED IN VOLUME 179-2, PAGE 143 OF THE PLAT RECORDS OF MILLER COUNTY, ARKANSAS, SAME BEING THE SOUTH BOUNDARY LINE OF LOT NO. 9 OF SAID RANCH CREEK ESTATES SUBDIVISION, 222.96 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: S 01°01'35" W, WITH THE WEST BOUNDARY LINE OF THE ABOVE DESCRIBED 2.9980 ACRE TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID EASTWOOD PLACE, 604.59 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF ARKANSAS BOULEVARD 228.81 FEET TO A FOUND 5/8" REBAR FOR CORNER;

THENCE: S 88°32'32" E, WITH THE NORTH RIGHT-OF-WAY LINE OF ARKANSAS BOULEVARD 228.81 FEET TO A FOUND 5/8" REBAR FOR CORNER;

THENCE: N 00°17'55" E, WITH THE EAST BOUNDARY LINE OF THE ABOVE DESCRIBED 2.9980 ACRE TRACT, SAME BEING THE WEST BOUNDARY LINE OF A 17.18 ACRE TRACT AS DESCRIBED IN WARRANTY DEED TO THE AMERICAN HERITAGE APARTMENTS RECORDED IN DOCUMENT NO. 2017R005666 OF THE DEED RECORDS OF MILLER COUNTY, ARKANSAS, 580.41 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: N 03°45'02" E, 24.87 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: N 00°12'25" E, 279.96 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: S 68°00'22" W, 45.41 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: S 53°16'24" W, 68.33 FEET TO A FOUND 1" METAL PIPE FOR CORNER;

THENCE: S 56°00'54" W, 36.75 FEET TO A FOUND 1" METAL PIPE FOR CORNER;

THENCE: S 58°37'24" W, 228.37 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: S 54°24'24" W, 80.00 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: S 68°20'24" W, 64.51 FEET TO THE POINT OF BEGINNING, CONTAINING 4.5404 ACRE OF LAND, MORE OR LESS.

**ACKNOWLEDGMENT**

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SARAH SEALY AND DONNIE SEALY KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, GIVEN MY HAND AND SEAL OF OFFICE

THIS 7th DAY OF April OF THE YEAR 2021

NOTARY PUBLIC IN AND FOR MILLER COUNTY, ARKANSAS  
 MY COMMISSION EXPIRES June DAY OF June OF THE YEAR 2028

*Kristal Richardson*  
 KRISTAL RICHARDSON  
 MY COMMISSION # 12704605  
 EXPIRES: June 5, 2028  
 Miller County  
 NOTARY PUBLIC

**CERTIFICATE OF IRREVOCABLE DEDICATION BY OWNER**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, SARAH SEALY, PRESIDENT AND DONNIE SEALY VICE PRESIDENT OF GRIFFIN REALTORS, INC. BEING THE OWNERS OF THE HEREIN DESCRIBED LAND, LEGALLY DESCRIBED AS A PORTION OF LOT 9 OF RANCH CREEK ESTATES SUBDIVISION AND A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 8, T-15-S, R-28-W, TEXARKANA, MILLER COUNTY, ARKANSAS DO HEREBY PLAT AND LAYOUT THE SAME INTO A SUBDIVISION, SAID SUBDIVISION TO BE KNOWN, DESIGNATED AND HEREINAFTER REFERRED TO BY ITS SUBDIVISION NAME, "GRIFFIN PLACE SUBDIVISION", THE SAME BEING COMPOSED OF FORTY (40) LOTS IN ONE (1) BLOCK AND AS MORE PARTICULARLY SET OUT IN DETAIL ON THE SURVEY AND PLAT OF WHICH THIS DEDICATION IS A PART.

THIS PLAT DESIGNATES CERTAIN PUBLIC IMPROVEMENTS CONSISTING OF STREET RIGHT-OF-WAY AS SHOWN ON SAID PLAT; BRYNLEE CIRCLE, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH AND A CUL-DE-SAC WITH A RADIUS OF 60 FEET. WE FURTHER DEDICATED FOR THE USE OF THE PRESENT AND FUTURE OWNERS OF SAID LOTS FOR OBTAINING UTILITIES (INCLUDING WITHOUT BEING LIMITED TO UTILITIES AND UTILITY COMPANIES PROVIDING SAID PREMISES WITH WATER, SEWAGE SERVICE, TELEPHONE SERVICE, ELECTRICITY, AND GAS) SERVING SAID PREMISES, THE EASEMENTS BEING LOCATED ON SAID PLAT AND DESIGNATED AS UTILITY AND/OR GUY EASEMENTS TO BE DEDICATED TO THE CITY OF TEXARKANA, MILLER COUNTY, ARKANSAS FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, PURSUANT TO THE REGULATIONS AND REQUIREMENTS OF THE CITY OF TEXARKANA, ARKANSAS SUBDIVISION REQUIREMENTS.

THIS OFFER OF DEDICATION IS IRREVOCABLE AND CAN BE FORMALLY ACCEPTED BY THE CITY AT THIS TIME. THIS OFFER SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL ASSIGNEES, GRANTEEES, SUCCESSORS OF HEIRS OF THE DEVELOPER.

SARAH SEALY, PRESIDENT  
 DONNIE SEALY, VICE PRESIDENT

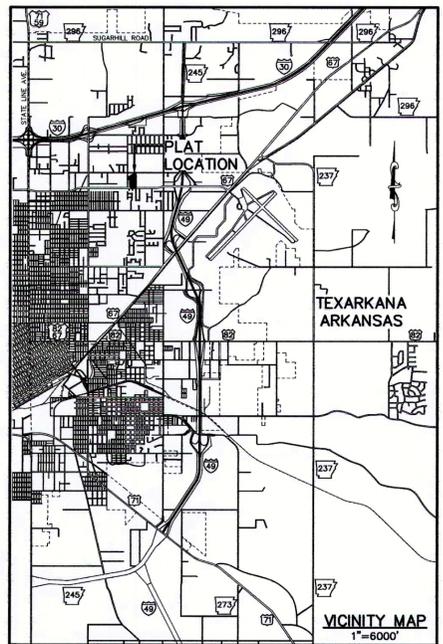
**CERTIFICATE OF APPROVAL BY PLANNING COMMISSION**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE MAP OR PLAT OF "GRIFFIN PLACE SUBDIVISION", TOGETHER WITH THE OWNER'S CERTIFICATE AND THE SURVEYOR'S CERTIFICATE OF SAME WERE PRESENTED TO THE PLANNING COMMISSION OF THE CITY OF TEXARKANA, MILLER COUNTY, ARKANSAS FOR ITS APPROVAL; THAT SAID PLAT, OWNER'S CERTIFICATE AND SURVEYOR'S CERTIFICATE, BEING FOUND TO CONFORM TO THE REQUIREMENTS IN ALL RESPECTS ARE IN ALL APPROVED ON THIS

8 DAY OF June OF THE YEAR 2021

NOTE: PLANNING AND ZONING APPROVAL EXPIRES 121 DAYS AFTER APPROVAL IF PLAT IS NOT RECORDED.

*Chairman*  
 CHAIRMAN/PLANNING ADMINISTRATOR



**CERTIFICATE OF SURVEYOR**

I, KENNETH D. LYNCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PUBLIC SURVEYOR IN THE STATE OF ARKANSAS AND THAT THE MAP OR PLAT OF "GRIFFIN PLACE SUBDIVISION", LEGALLY DESCRIBED AS A PORTION OF LOT 9 OF RANCH CREEK ESTATES SUBDIVISION AND A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 8, T-15-S, R-28-W, TEXARKANA, MILLER COUNTY, ARKANSAS, ATTACHED HERETO, CORRECTLY REFLECTS THE RESULTS OF A SURVEY MADE BY ME ON THE GROUND ON THE 9TH DAY OF SEPTEMBER, 2019, THAT THE CORNER MONUMENTS ARE IN PLACE AT POINTS ON THE BOUNDARIES AS SHOWN ON THE ATTACHED MAP; THAT THERE ARE NO ENCROACHMENTS OR DISCREPANCIES; AND THAT THE SUBDIVISION AS SHOWN ON THE ATTACHED MAP IS KNOWN AS "GRIFFIN PLACE SUBDIVISION".

KENNETH D. LYNCH  
 REGISTERED PUBLIC SURVEYOR  
 ARKANSAS - NO. 1129



THIS TRACT IS PARTIALLY WITHIN A DESIGNATED FLOOD PLAIN, ACCORDING TO FEDERAL INSURANCE ADMINISTRATION RATE MAP, MAP NUMBER 05091C01100, EFFECTIVE DATE DECEMBER 18, 2009.

**GRIFFIN PLACE SUBDIVISION**

A SUBDIVISION OF A PORTION OF LOT 9 RANCH CREEK ESTATES SUBDIVISION AND A PORTION OF THE SW 1/4 OF THE SE 1/4 SECTION 8, T-15-S, R-28-W TEXARKANA, MILLER COUNTY, ARKANSAS

NOTE: NO VARIANCES MAY BE MADE IN THIS SUBDIVISION BY THE BOARD OF ADJUSTMENTS SECTION 28-36.

NOTE: ALL UNITS CONSTRUCTED MUST HAVE FIRE MARSHAL APPROVED SPRINKLER SYSTEMS.



1	2-8-21	REVISED LOTS	RWB	SHEET NO. 2
REVISION	DATE	DESCRIPTION	BY	
<b>LYNCH SURVEYING</b> TEXAS FIRM NO. 0803390487 3606 MAGNOLIA STREET TEXARKANA, TEXAS 75503 BUSINESS (903) 791-1392 FAX (903) 791-1395			<b>TEXARKANA, ARKANSAS</b> <b>GRIFFIN PLACE SUBDIVISION</b> <b>FINAL PLAT</b> Scale: 1" = 30' Date: NOV, 2020 Job No. 13700 Dsn. By: DS Dwn. By: RWB Ckd. By: KDL	

500-155-28W-0-08-230-46-1129

BASIS OF BEARINGS, BEARINGS ARE BASED ON GEODETIC NORTH AS MEASURED USING GPS (GLOBAL POSITIONING SYSTEM) ON SEPTEMBER 9, 2019, OPERATING WITHIN THE PARAMETERS OF WGS-84.



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

---

**AGENDA TITLE:** Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Estates at Magee Farm Subdivision, street named Paisley Circle. (Ward 3) (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** November 6, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

---

**REQUEST:** Acceptance of street and other improvements in Estates at Magee Farm Subdivision Street named Paisley Circle.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Water mains, sanitary sewer mains, street and drainage improvements in Estates at Magee Farm Subdivision Street named Paisley Circle have been completed and were inspected by respective departments. The owners, Ron and Gwen Dawson, submitted their one-year warranty letter, and TWU has inspected and approved the water and sewer mains. The street and drainage facilities were inspected during construction and are ready for acceptance. It is recommended that the Board of Directors accept the dedication of street right-of-way and other facilities in accordance with Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances*.

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION REQUIRED:** \$0.00

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**RECOMMENDED ACTION:** City Manager and staff recommend board approval.

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**EXHIBITS:** Ordinance, Final Plat, Developer's 1-year Warranty Letter, TWU Approval Letter, Approval Letter from Arkansas Department of Health, and Public Works Acceptance Letter.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO ACCEPT DEDICATION OF  
STREET RIGHT-OF-WAY AND PUBLIC  
FACILITIES IMPROVEMENTS WITHIN THE  
ESTATES AT MAGEE FARM SUBDIVISION**

**WHEREAS**, Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances* provides for the acceptance of dedication of street right-of-way and other public facilities; and

**WHEREAS**, the street and utility improvements on the street named Paisley Circle located within the Estates at Magee Farm Subdivision have been inspected and recommended for acceptance;

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Directors of the City of Texarkana, Arkansas, that the dedication of street right-of-way and utility services are hereby accepted.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



## Texarkana Water Utilities

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone  
711 TTY  
(903) 791-0724 Fax

October 27, 2022

Mr. Tyler Richards, P.E.  
Public Works Director  
216 Walnut Street  
Texarkana, Arkansas 71854

RE: Estates at MaGee Farm Subdivision

Dear Mr. Richards:

All water and sewer items in this subdivision are installed and accepted by the Texarkana Water Utilities.

The Utility does hereby APPROVE/RELEASE this subdivision for construction.

If you have any questions, please contact me.

Sincerely,

Kenneth L. Icenhower, P.E. (Texas #70750)  
Assistant Executive Director  
Texarkana Water Utilities

CC: Gary Smith, TWU Executive Director  
Jimmy Smith, TWU Engineering Inspector  
Glen Spears, Spears Engineering Company



**CITY OF TEXARKANA ARKANSAS**  
DEPARTMENT OF PUBLIC WORKS  
216 WALNUT ST 71854-6024  
P O BOX 2711 TEXARKANA ARKANSAS 75504-2711  
PHONE (870) 779-4971 – FAX (870) 773-2395

December 7, 2022

Ronald and Gwendolyn Dawson  
6 Wild Oak Circle  
Texarkana, TX 75503

Re: Acceptance of Dedication Offers – Estates at Magee Farm

Dear Mr. and Mrs. Dawson:

Per the City of Texarkana Code of Ordinances the above referenced subdivision improvements appear to meet the City's Specifications.

TWU issued a letter dated October 27, 2022 accepting the Water and Sewer Improvements for Estates at Magee Farm Subdivision.

As-Built Plans have been provided to the City and will be kept on file.

Although the subdivision meets all the specifications for acceptance based on construction, the following items need to be addressed and maintained:

1. Keep the subdivision free of trash and other debris during construction on lots;
2. Continue to maintain existing erosion control measures on site;
3. Seed or sod site as required to stabilize areas to stop erosion into storm water system.  
Clean ditches and maintain erosion control devices as required;
4. Keep subdivision mowed and presentable;

The Public Works Department does hereby approve the Streets/Grading/Drainage/Water/Sewer improvements for this project contingent upon the above referenced conditions. The Board of Directors will be presented this recommendation for consideration on a date to be determined. Your Maintenance Agreements begins on the day the BOD accepts the improvements.

Sincerely,

Tyler Richards  
Public Works Director

Xc: George Matteson, City Attorney  
Roger Douglas, Interim Chief Building Official

Mary Beck, City Planner  
Clay Hicks, Street Superintendent  
Jim Wall, Fire Marshall  
Gary Smith, P.E., TWU

December 5, 2022

City of Texarkana, Arkansas

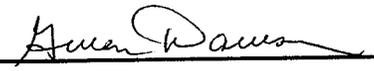
Re: Magee Farms Subdivision, Paisley Lane

This is a letter of guarantee from Ron Dawson and Gwen Dawson that we shall repair and maintain the new infrastructure, street and utilities, constructed by TDC General Contractors for a period of one year from the date of acceptance by the City of Texarkana, AR.



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Ron Dawson



---

Gwen Dawson



## Texarkana Water Utilities

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone  
711 TTY  
(903) 791-0724 Fax

October 27, 2022

Mr. Tyler Richards, P.E.  
Public Works Director  
216 Walnut Street  
Texarkana, Arkansas 71854

RE: Estates at MaGee Farm Subdivision

Dear Mr. Richards:

All water and sewer items in this subdivision are installed and accepted by the Texarkana Water Utilities.

The Utility does hereby APPROVE/RELEASE this subdivision for construction.

If you have any questions, please contact me.

Sincerely,

Kenneth L. Icenhower, P.E. (Texas #70750)  
Assistant Executive Director  
Texarkana Water Utilities

CC: Gary Smith, TWU Executive Director  
Jimmy Smith, TWU Engineering Inspector  
Glen Spears, Spears Engineering Company



# Arkansas Department of Health

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4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000

Governor Asa Hutchinson

José R. Romero MD, Secretary of Health

Engineering Section, Slot 37 Ph (501) 661-2623 Fax (501) 661-2032  
[www.healthy.arkansas.gov/eng](http://www.healthy.arkansas.gov/eng) After Hours Emergency (501) 661-2136

February 23, 2022

Mr. Glen Spears, P.E.  
Spears Engineering Company  
3605 Jefferson Avenue  
Texarkana, AR 71854

RE: SUBDIVISION WATER & SEWER EXTENSION

Estates at Magee Farm (16 Lots) – Intersection of Old Preston Road and Magee Lane

- 6" PVC (DR-18) Water Main Extension off of Existing 6" Water Main – 770 L.F.

- 8" PVC (SDR-26) Gravity Sewer Extension – 677 L.F.

- 8" DIP (Class 250) Gravity Sewer Extension – 167 L.F.

- Four Sanitary Sewer Manholes

Texarkana Water Utilities (PWS # 360)

Texarkana, Miller County, AR 71854

SEC Job # 110-13

ADH Project # 118196

Dear Mr. Spears,

The transmittal letter, dated 02-14-2022, and the revised plans were received by the Engineering Section on 02-15-2022. All applicable materials for this project have been reviewed and this project is hereby approved with the following conditions:

1. The Engineering Section relied upon the statements and representations made in the plans and specifications. In case any statement or representation in the aforementioned documents is found to be incorrect, this Approval may be revoked.
2. There shall be no deviation from the plans and specifications unless revised plans and specifications have been first submitted for review and written consent given.
3. The review and approval of the drawings and specifications were for functional and sanitary features and in no way constitute an analysis of the structural design.
4. If construction on this project is not started within one year of the date affixed hereto, this Letter of Approval is void.
5. Construction inspection for this project shall be the responsibility of Spears Engineering Company.

6. All materials and components installed after January 3, 2014 in drinking water systems are required to comply with the federal definition of "lead free" contained in Public Law 111-380.
7. Please have Texarkana Water Utilities provide a statement stating the cleanout at the end of this public sewer main is acceptable.

One set of the plans is being retained for our files and one stamped, approved set will be available via the online plan portal. When submitting correspondence pertaining to this project, please include our reference number 118196.

Sincerely,

A handwritten signature in black ink that reads "Dennis Taylor". The signature is written in a cursive style with a large, stylized initial "D".

Dennis E. Taylor, P.E.  
Engineer Supervisor  
ADH Engineering Section

cc: Texarkana Water Utilities (PWS # 360)

DET: DBG: dbg

**CERTIFICATE OF IRREVOCABLE DEDICATION BY OWNER**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, RON DAWSON AND GWEN DAWSON, BEING THE OWNER OF THE HEREIN DESCRIBED LAND DO, HEREBY PLAT AND LAYOUT THE SAME INTO A SUBDIVISION OF TEXARKANA, MILLER COUNTY, ARKANSAS, SAID SUBDIVISION TO BE KNOWN DESIGNATED AND HEREAFTER REFERRED TO BY ITS SUBDIVISION NAME, "ESTATES AT MAGEE FARM", LEGALLY DESCRIBED AS A SUBDIVISION OF PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T-15-S, R-28-W, TEXARKANA, MILLER COUNTY, ARKANSAS, DO HEREBY PLAT THE SAME AND BEING COMPOSED OF SEVENTEEN (17) LOTS, ONE (1) BLOCK AND AS MORE PARTICULARLY SET OUT IN DETAIL ON THE SURVEY AND PLAT OF WHICH THIS DEDICATION IS A PART.

THIS PLAT DESIGNATES CERTAIN PUBLIC IMPROVEMENTS CONSISTING OF STREET RIGHT-OF-WAY SHOWN ON SAID PLAT; PAISLEY CIRCLE SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH. WE FURTHER DEDICATE TO THE USE OF THE PRESENT AND FUTURE OWNERS OF SAID SEVERAL LOTS FOR OBTAINING UTILITIES (INCLUDING WITHOUT BEING LIMITED TO UTILITIES AND UTILITY COMPANIES PROVIDING SAID PREMISES WITH WATER, SEWAGE SERVICE, TELEPHONE SERVICE, ELECTRICITY AND GAS) SERVING SAID PREMISES, THE EASEMENTS BEING LOCATED ON SAID PLAT AND DESIGNATED AS UTILITY AND/OR GUY EASEMENTS TO BE DEDICATED TO THE CITY OF TEXARKANA, MILLER COUNTY, ARKANSAS, FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, PURSUANT TO THE REGULATIONS AND REQUIREMENTS OF THE CITY OF TEXARKANA, ARKANSAS SUBDIVISION REQUIREMENTS.

THIS OFFER OF DEDICATION IS IRREVOCABLE AND CAN BE FORMALLY ACCEPTED BY THE CITY AT THIS TIME. THIS OFFER SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL ASSIGNEES, GRANTEEES, SUCCESSORS OF HEIRS OF THE DEVELOPER.

*Ron Dawson*      *Gwen Dawson*  
RON DAWSON      GWEN DAWSON

**CERTIFICATE OF APPROVAL BY PLANNING COMMISSION**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE MAP OR PLAT OF "ESTATES AT MAGEE FARM", TEXARKANA, MILLER COUNTY, ARKANSAS, TOGETHER WITH THE OWNER'S CERTIFICATE AND THE SURVEYOR'S CERTIFICATE OF SAME WERE PRESENTED TO THE PLANNING COMMISSION OF THE CITY OF TEXARKANA, MILLER COUNTY, ARKANSAS FOR ITS APPROVAL; THAT SAID PLAT, OWNER'S CERTIFICATE AND SURVEYOR'S CERTIFICATE, BEING FOUND TO CONFORM TO THE REQUIREMENTS IN ALL RESPECTS ARE IN ALL APPROVED ON THIS

13 DAY OF December OF THE YEAR 2022

NOTE: PLANNING AND ZONING APPROVAL EXPIRES 121 DAYS AFTER APPROVAL IF PLAT IS NOT RECORDED.

*Anderson Kealy*  
CHAIRMAN/PLANNING ADMINISTRATOR

**CERTIFICATE OF SURVEYOR**

I, CHRIS C. LONG, DO HEREBY CERTIFY THAT I AM A REGISTERED PUBLIC SURVEYOR IN THE STATE OF ARKANSAS AND THAT THE MAP OR PLAT OF "ESTATES AT MAGEE FARM", LEGALLY DESCRIBED AS A SUBDIVISION OF PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T-15-S, R-28-W, TEXARKANA, MILLER COUNTY, ARKANSAS, ATTACHED HERETO, CORRECTLY REFLECTS THE RESULTS OF A SURVEY MADE BY ME ON THE GROUND ON THE 20TH DAY OF JULY, 2021, THAT THE CORNER MONUMENTS ARE IN PLACE AT POINTS ON THE BOUNDARIES AS SHOWN ON THE ATTACHED MAP; THAT THERE ARE NO ENCROACHMENTS OR DISCREPANCIES; AND THAT THE SUBDIVISION AS SHOWN ON THE ATTACHED MAP IS KNOWN AS "ESTATES AT MAGEE FARM".

*Chris C. Long*  
CHRIS C. LONG  
REGISTERED PUBLIC SURVEYOR  
ARKANSAS - NO. 1544



THIS TRACT IS NOT WITHIN A DESIGNATED FLOOD PLAIN, ACCORDING TO FEDERAL INSURANCE ADMINISTRATION RATE MAP, MAP NUMBER 05091C0150D, EFFECTIVE DATE DECEMBER 18, 2009.

**ACKNOWLEDGMENT**

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RON DAWSON AND GWEN DAWSON BEING KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. GIVEN MY HAND AND SEAL OF OFFICE.

THIS 22nd DAY OF September OF THE YEAR 2022

NOTARY PUBLIC IN AND FOR MILLER COUNTY, ARKANSAS

MY COMMISSION EXPIRES 27th DAY OF June

OF THE YEAR 2024

*Dana Johnson*  
NOTARY PUBLIC  
Miller County, Arkansas  
My Commission #123456789  
expires June 27, 2026

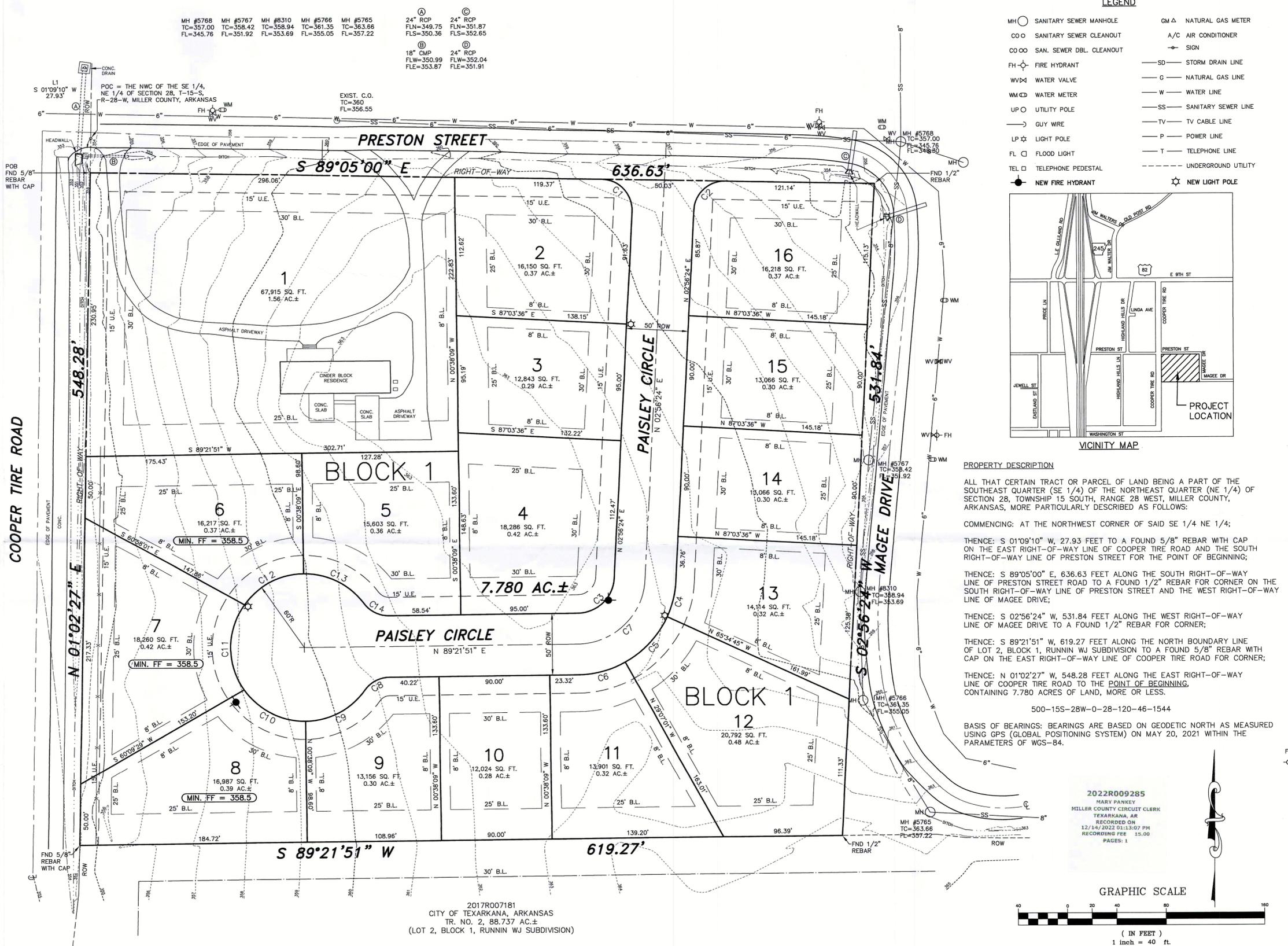
*Dana Johnson*  
NOTARY PUBLIC

MH #5768 TC=357.00 FL=345.76  
MH #5767 TC=358.42 FL=351.92  
MH #8310 TC=358.94 FL=353.69  
MH #5766 TC=361.35 FL=355.05  
MH #5765 TC=363.66 FL=357.22

24" RCP FLW=349.75 FLS=350.36  
24" RCP FLW=351.87 FLS=352.65

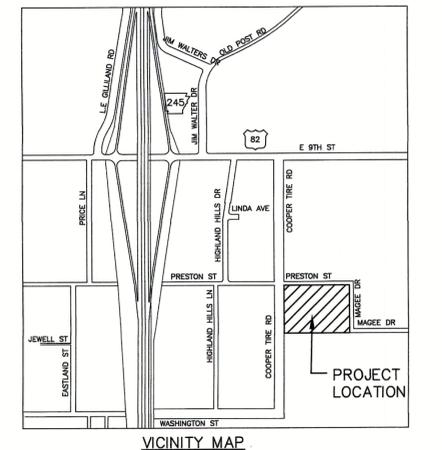
18" CMP FLW=350.99 FLE=353.87  
24" RCP FLW=352.04 FLE=351.91

EXIST. C.O.  
TC=360  
FL=356.55



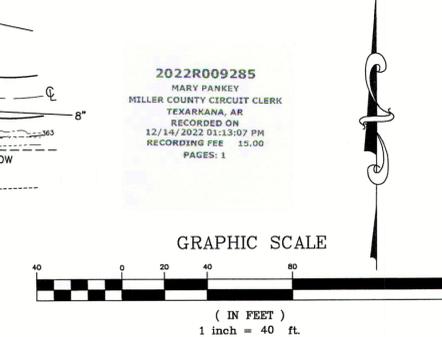
**LEGEND**

- MH ○ SANITARY SEWER MANHOLE
- CO ○ SANITARY SEWER CLEANOUT
- CO ∞ SAN. SEWER DBL. CLEANOUT
- FH ○ FIRE HYDRANT
- WV ○ WATER VALVE
- WM ○ WATER METER
- UP ○ UTILITY POLE
- LP ○ LIGHT POLE
- FL □ FLOOD LIGHT
- TEL □ TELEPHONE PEDESTAL
- NEW FIRE HYDRANT
- NEW LIGHT POLE
- GM △ NATURAL GAS METER
- A/C AIR CONDITIONER
- SD STORM DRAIN LINE
- G NATURAL GAS LINE
- W WATER LINE
- SS SANITARY SEWER LINE
- TV TV CABLE LINE
- P POWER LINE
- T TELEPHONE LINE
- UNDERGROUND UTILITY



**PROPERTY DESCRIPTION**  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 28 WEST, MILLER COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING: AT THE NORTHWEST CORNER OF SAID SE 1/4 NE 1/4;  
THENCE: S 01°09'10" W, 27.93 FEET TO A FOUND 5/8" REBAR WITH CAP ON THE EAST RIGHT-OF-WAY LINE OF COOPER TIRE ROAD AND THE SOUTH RIGHT-OF-WAY LINE OF PRESTON STREET FOR THE POINT OF BEGINNING;  
THENCE: S 89°05'00" E, 636.63 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF PRESTON STREET ROAD TO A FOUND 1/2" REBAR FOR CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF PRESTON STREET AND THE WEST RIGHT-OF-WAY LINE OF MAGEE DRIVE;  
THENCE: S 02°56'24" W, 531.84 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAGEE DRIVE TO A FOUND 1/2" REBAR FOR CORNER;  
THENCE: S 89°21'51" W, 619.27 FEET ALONG THE NORTH BOUNDARY LINE OF LOT 2, BLOCK 1, RUNNIN WJ SUBDIVISION TO A FOUND 5/8" REBAR WITH CAP ON THE EAST RIGHT-OF-WAY LINE OF COOPER TIRE ROAD FOR CORNER;  
THENCE: N 01°02'27" W, 548.28 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF COOPER TIRE ROAD TO THE POINT OF BEGINNING, CONTAINING 7.780 ACRES OF LAND, MORE OR LESS.  
500-155-28W-0-28-120-46-1544

BASIS OF BEARINGS: BEARINGS ARE BASED ON GEODETIC NORTH AS MEASURED USING GPS (GLOBAL POSITIONING SYSTEM) ON MAY 20, 2021 WITHIN THE PARAMETERS OF WGS-84.



CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	40.15	25.00	92°01'24"	25.90
C2	38.39	25.00	87°58'36"	24.13
C3	45.25	30.00	86°25'27"	28.18
C4	29.99	80.00	21°28'51"	15.17
C5	50.91	80.00	36°27'44"	26.35
C6	39.77	80.00	28°28'52"	20.30
C7	82.96	55.00	86°25'27"	51.67
C8	23.55	25.00	53°58'05"	12.73
C9	56.52	60.00	53°58'05"	30.55
C10	58.27	60.00	53°58'25"	31.68
C11	73.88	60.00	70°33'10"	42.45
C12	56.35	60.00	53°48'25"	30.44
C13	56.52	60.00	53°58'05"	30.55
C14	23.55	25.00	53°58'05"	12.73

**ESTATES AT MAGEE FARM - FINAL PLAT**

A SUBDIVISION OF A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 28 T-15-S, R-28-W MILLER COUNTY, ARKANSAS CITY ZONE: R-2

REV.	DESCRIPTION	BY	DATE
1	REVISED LYNCH SURVEYING PLAT TO ADD CUL-DE-SAC	CGS	12/13/2021

**RON & GWEN DAWSON**  
ESTATES AT MAGEE FARM  
FINAL PLAT

**SPEARS Engineering Company**  
3605 JEFFERSON AVENUE  
TEXARKANA, ARKANSAS 71854  
PHONE (870) 774-3204

DWN BY: CGS	DSN BY: CGS
SCALE: 1" = 40'	DATE: DECEMBER 2021
JOB NUMBER	SHEET
110-13	P_PLAT



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to accept the dedication of street right-of-way and public facilities improvements within Oak Hollow Subdivision, streets named Oak Hollow Lane and Acorn Circle. (Ward 6) (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** November 6, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

---

**REQUEST:** Acceptance of street and other improvements in Oak Hollow Subdivision Streets named Oak Hollow Lane and Acorn Circle.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Water mains, sanitary sewer mains, street and drainage improvements in Oak Hollow Subdivision Streets Named Oak Hollow Lane and Acorn Circle have been completed and were inspected by respective departments. The owners, Danielle Leap and Troy R. Nipper, submitted their one-year warranty letter, and TWU has inspected and approved the water and sewer mains. The street and drainage facilities were inspected during construction and are ready for acceptance. It is recommended that the Board of Directors accept the dedication of street right-of-way and other facilities in accordance with Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances*.

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION  
REQUIRED:** \$0.00

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**RECOMMENDED  
ACTION:** City Manager and staff recommend board approval.

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**EXHIBITS:** Ordinance, Final Plat, Developer's 1-year Warranty Letter, TWU Approval Letter, Approval Letter from Arkansas Department of Health, and Public Works Acceptance Letter.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO ACCEPT DEDICATION OF  
STREET RIGHT-OF-WAY AND PUBLIC  
FACILITIES IMPROVEMENTS WITHIN THE  
OAK HOLLOW SUBDIVISION**

**WHEREAS**, Section 24-53 of the *City of Texarkana, Arkansas, Code of Ordinances* provides for the acceptance of dedication of street right-of-way and other public facilities; and

**WHEREAS**, the streets and utility improvements on streets named Oak Hollow Lane and Acorn Circle located within the Oak Hollow Subdivision have been inspected and recommended for acceptance;

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Directors of the City of Texarkana, Arkansas, that the dedication of street right-of-way and utility services are hereby accepted.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



## Texarkana Water Utilities

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone

711 TTY

(903) 791-0724 Fax

June 28, 2023

Mr. Tyler Richards, P.E.  
Director of Public Works  
City of Texarkana, Arkansas  
216 Walnut St.  
Texarkana, Arkansas 71854

Re: Oak Hollow Subdivision  
Phase I

Dear Mr. Richards:

The Utility staff made a final inspection of the above referenced project on April 14, 2023, and has the following comments:

1. 11 months from the date of this letter we will make an "11 month" inspection of our utilities.
2. As-built drawings need to be submitted on both electronic media and hard copy.

The Utility does hereby approve the water and sewer for this project contingent upon the above referenced conditions being met. If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

A. Len McBride, E.I.T.  
Design Engineer  
Texarkana Water Utilities

Xe: Gary Smith, P.E., Executive Director, TWU  
Kenneth L. Icenhower, P.E., Assistant Director, TWU  
Tricia Briggs, Finance Manager, TWU  
Mellissa Shaw, Customer Service Supervisor, TWU



**CITY OF TEXARKANA ARKANSAS**  
DEPARTMENT OF PUBLIC WORKS  
216 WALNUT ST 71854-6024  
P O BOX 2711 TEXARKANA ARKANSAS 75504-2711  
PHONE (870) 779-4971 – FAX (870) 773-2395

August 1, 2023

Oak Hollow Developers, LLC  
29 Lone Star Parkway  
Texarkana, TX 75503

Re: Acceptance of Dedication Offers – Oak Hollow Subdivision

Dear Oak Hollow Developers, LLC:

Per the City of Texarkana Code of Ordinances the above referenced subdivision improvements appear to meet the City's Specifications.

TWU issued a letter dated June 28, 2023 accepting the Water and Sewer Improvements for Oak Hollow Subdivision.

As-Built Plans have been provided to the City and will be kept on file.

Although the subdivision meets all the specifications for acceptance based on construction, the following items need to be addressed and maintained:

1. Keep the subdivision free of trash and other debris during construction on lots;
2. Continue to maintain existing erosion control measures on site;
3. Seed or sod site as required to stabilize areas to stop erosion into storm water system.  
Clean ditches and maintain erosion control devices as required;
4. Keep subdivision mowed and presentable;

The Public Works Department does hereby approve the Streets/Grading/Drainage/Water/Sewer improvements for this project contingent upon the above referenced conditions. The Board of Directors will be presented this recommendation for consideration on a date to be determined. Your Maintenance Agreements begins on the day the BOD accepts the improvements.

Sincerely,

Tyler Richards  
Public Works Director

**OAK HOLLOW DEVELOPERS, LLC**

29 Lone Star Parkway  
Texarkana, TX 75503

---

June 21, 2023

**City of Texarkana, AR**

Attn: Mr. Tyler Richards, PE, CFM  
216 Walnut Street  
Texarkana, AR 71854

**Re: Oak Hollow Subdivision  
One Year Warranty**

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Mr. Richards,

Please accept this letter as an acknowledgement by **Oak Hollow Developers, LLC** of its warranty responsibility for the Phase 1 roadway improvements of **Oak Hollow Lane** and **Acorn Circle** completed in 2023.

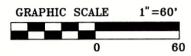
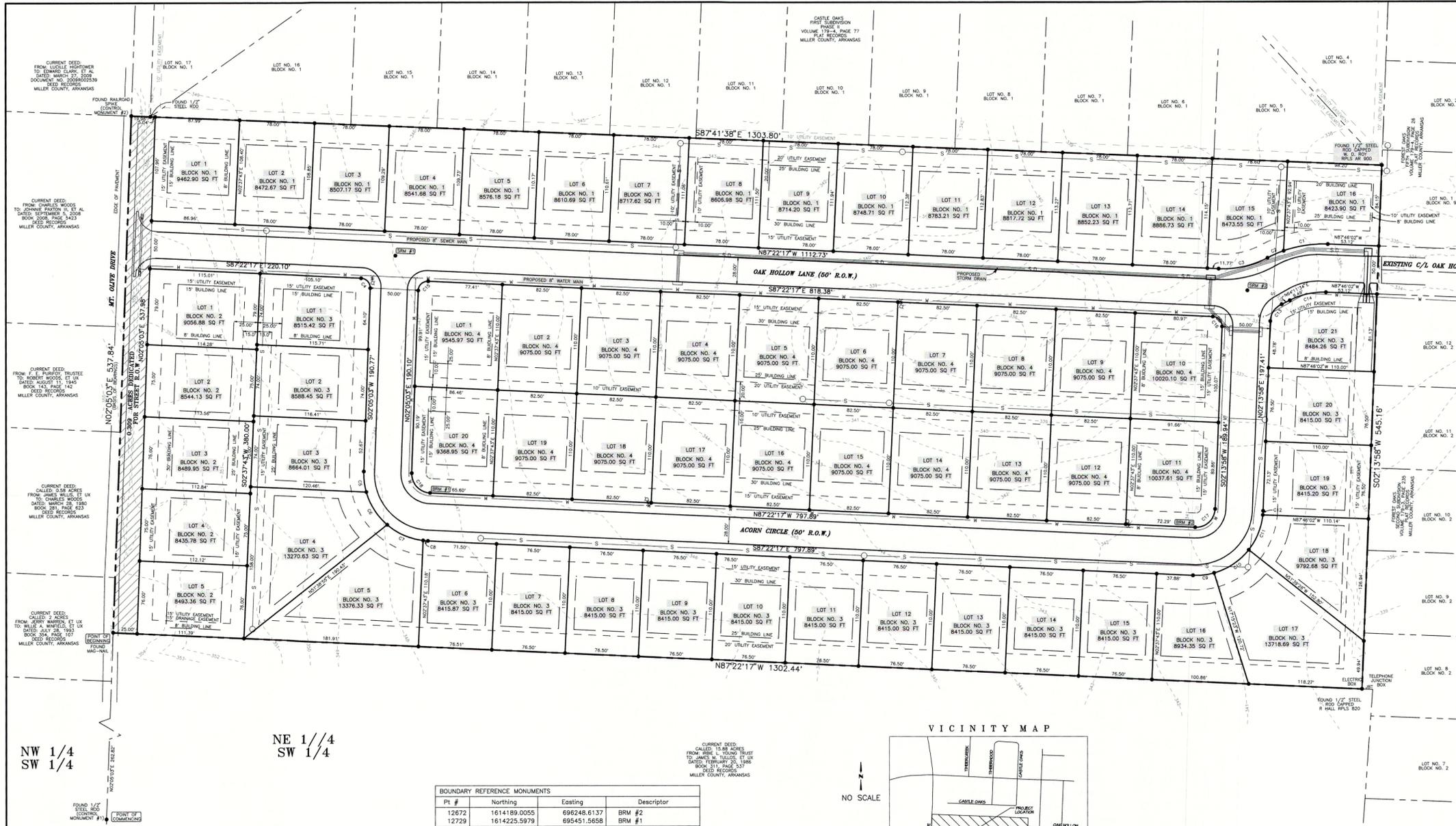
**Oak Hollow Developers, LLC** hereby warrants the roadway improvements to meet or exceed **City of Texarkana, AR** roadway standards and agrees to repair any deficiencies in materials or workmanship for a period of **one (1) year** from the date of acceptance of the right of way by the Board of Directors.

If you have any questions or require additional information, please let me know.

Sincerely,



**S. Ross Sarine**, Member  
Oak Hollow Developers, LLC  
(903) 949-5424



Property Description  
16.199 Acres  
Miller County, Arkansas

All that certain lot, tract or parcel of land lying and situated in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4), of Section Five (5), Township Fifteen (15) South, Range Twenty-Eight (28) West, Miller County, Arkansas, being all of those certain tracts of land described in Tract One and Tract Two in the deed from Samuel D. Dickens Jr., et ux, to Danielle Louise Leary, dated June 3, 2021, recorded in Document No. 2021R004352 of the Deed Records of Miller County, Arkansas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod found for a corner, the Southwest corner of the said Northeast Quarter of the Southwest Quarter;

THENCE North 02 degrees 05 minutes 03 seconds East a distance of 262.82 feet along the West line of the said Northeast Quarter of the Southwest Quarter to a Moynihan found for a corner, the Southwest corner of the said Tract Two, the Northwest corner of that certain tract of land described as 15.88 acres in the deed from the title L. Young Trust to James M. Lullis, et ux, dated February 20, 1986, recorded in Book 311, Page 537 of the Deed Records of Miller County, Arkansas, lying in the East line of that certain tract of land described as 2 acres in the deed from Jerry Warren, et ux, to Willie A. Winfield, et ux, dated July 28, 1993, recorded in Book 354, Page 107 of the Deed Records of Miller County, Arkansas, and lying in Mt. Olive Drive, the POINT OF BEGINNING of the herein described tract of land;

THENCE North 02 degrees 05 minutes 03 seconds East (basis of bearings) a distance of 537.84 feet along the West line of the said Tract Two, the West line of the said Northeast Quarter of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter, the East line of the said 2 acre tract, the East line of that certain tract of land described as 0.58 acres in the deed from James M. Lullis, et ux, to Charles Woods, dated March 28, 1980, recorded in Book 281, Page 623 of the Deed Records of Miller County, Arkansas, the East line of that certain tract of land described in the deed from F. E. Purfoy, Trustee to Robert E. Woods, dated August 11, 1945, recorded in Book 143, Page 142 of the Deed Records of Miller County, Arkansas, and the East line of that certain tract of land described in the deed from Charles Woods to Johnnie Paxton III, et al, dated September 5, 2008, recorded in Book 2008, Page 5423 of the Deed Records of Miller County, Arkansas, to a railroad spike found for a corner (control monument), the Northwest corner of the said Tract One, the Northeast corner of the said Paxton tract;

THENCE South 87 degrees 41 minutes 38 seconds East, at a distance of 20.00 feet passing a 1/2 inch steel rod found for the Southwest corner of the said Block No. 1, to a Cast Oaks First Subdivision Phase II, according to the plat recorded in Volume 179-4, Page 77 of the Plat Records of Miller County, Arkansas, continuing in all a distance of 1303.80 feet along the North line of the said Tract One and the South line of the said Block No. 1 to a 1/2 inch steel rod found for a corner, capped W. D. Roy AR 900, lying in the East line of the said Northeast Quarter of the Southwest Quarter, the West line of Lot No. 9 of Forest Oaks Fifth Subdivision, according to the plat recorded in Volume 179-4, Page 25 of the Plat Records of Miller County, Arkansas, the Northeast corner of the said Tract One, and the Southeast corner of the said Block No. 1;

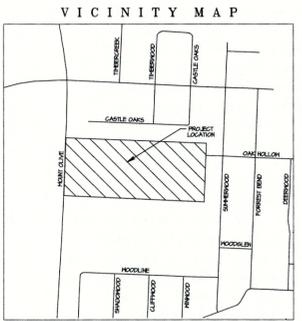
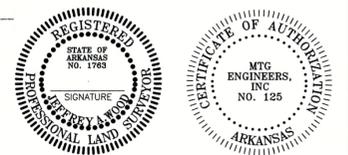
THENCE South 02 degrees 13 minutes 58 seconds West a distance of 545.18 feet along the East line of the said Northeast Quarter of the Southeast Quarter, the East line of the said Tract One, the East line of the said Tract Two, the West line of the said Block No. 3, the West line of the said Oak Hollow Lane, and the West line of Block No. 2 of Forest Oaks Second Subdivision, according to the plat recorded in Volume 179-2, Page 235 of the Plat Records of Miller County, Arkansas, to a 1/2 inch steel rod found for a corner, capped R. Holl RPLS 820, lying in the North line of the said 15.88 acre tract, the Southwest corner of the said Tract Two, an outside ell corner of Lot No. 8 of the said Block No. 2;

THENCE North 87 degrees 22 minutes 17 seconds West a distance of 1302.44 feet along the South line of the said Tract Two and the North line of the said 15.88 acre tract to the point of beginning and containing 16.199 acres of land, at the time of this survey.

CERTIFICATE OF ENGINEER OR SURVEYOR

I, Jeffrey A. Wood, do hereby certify that I am a Professional Land Surveyor in the State of Arkansas, and that the Plat of the herein described subdivision correctly reflects the results of a survey made by me on the ground July 19, 2023; that the corner monuments are in place at points on the boundaries as shown on the attached map, that there are no visible encroachments (other than shown on the map) or discrepancies, and that the subdivision is to be known as Oak Hollow Subdivision, a subdivision of Section 5, Township 15 South, Range 28 West, Miller County, Arkansas.

JEFFREY A. WOOD  
PROFESSIONAL LAND SURVEYOR  
NO. 1763, STATE OF ARKANSAS  
FIRM CERTIFICATE NO. 125  
DATE: JUNE 29, 2023



FLOOD STATEMENT

By graphic plotting only, this property is in Zone "X" of the flood insurance rate map, community Panel No. 05091C01100, which bears an effective date of December 18, 2009, and is not in a special flood hazard area. No field survey was performed to determine this zone and an elevation certification may be needed to verify this determination or copy for variance from the Federal Emergency Management Agency. Zone "X" denotes areas outside of the 500 year flood zone.

LINE	DELTA	LENGTH	RADIUS	CHORD	CHD BEAR
C1	2127.00"	48.80'	125.00'	48.53'	S81°30'24"W
C2	824.06"	18.33'	125.00'	18.31'	S66°34'47"W
C3	3014.58"	52.80'	100.00'	52.18'	S77°30'14"W
C4	8927.20"	15.61'	10.00'	14.07'	S42°38'37"E
C5	1748.23"	21.71'	70.00'	21.63'	S06°48'09"E
C6	3373.39"	41.08'	70.00'	40.50'	S32°30'10"E
C7	3357.26"	41.49'	70.00'	40.88'	S66°17'42"E
C8	4055.51"	5.01'	70.00'	5.01'	S85°19'21"E
C9	1814.59"	22.29'	70.00'	22.20'	N83°30'11"E
C10	3602.17"	44.03'	70.00'	43.31'	N56°21'42"E
C11	3231.53"	39.74'	70.00'	39.21'	N2°04'37"E
C12	334.43"	4.37'	70.00'	4.37'	N04°01'19"E
C13	6346.25"	22.26'	20.00'	21.13'	N34°07'10"E
C14	2951.13"	39.08'	75.00'	38.64'	N71°8'21"E
C15	9032.40"	15.80'	10.00'	14.21'	N47°21'23"E
C16	8938.15"	15.64'	10.00'	14.09'	S42°34'10"E
C17	9023.45"	31.55'	20.00'	28.38'	S47°25'50"W
C18	8927.20"	31.23'	20.00'	28.15'	N42°38'37"W

BOUNDARY REFERENCE MONUMENTS

Pt #	Northing	Eastng	Descriptor
12672	1614189.0055	696246.6137	BRM #2
12729	1614225.5979	695451.5658	BRM #1

SURVEY REFERENCE MONUMENTS

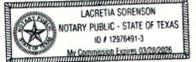
Pt #	Northing	Eastng	Descriptor
10038	1614472.5021	695415.7110	SRM #1
10039	1614435.6481	696303.4020	SRM #2

NOTARY ACKNOWLEDGMENT  
STATE OF Texas  
COUNTY OF Bowie

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared xxxxxxx, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of August, 2023.

*Lucretia Sorenson*  
Commission Expires: 3-28-26  
Notary Public, State of Texas



CERTIFICATE OF APPROVAL BY PLANNING ADMINISTRATION

I, the undersigned, do hereby certify that the minor plat of Oak Hollow Subdivision, a subdivision of the City of Texarkana, Miller County, Arkansas, together with the Owner's Certificate and Surveyor's Certificate of some were presented to the Planning Administration of the City of Texarkana, Miller County, Arkansas, for its approval, that said plat, Owner's Certificate, and Surveyor's Certificate being found to conform to the requirements in all respects are in all things approved on this

the 8 day of August, 2023.

*Andrew Neal Jr*  
Planning Administrator

2023R005231  
PENNY KILCREASE  
MILLER COUNTY CIRCUIT CLERK  
TEXARKANA, AR  
RECORDED ON  
08/16/2023 02:28:10 PM  
RECORDING FEE: 15.00  
PAGES: 1

OFFER OF IRREVOCABLE DEDICATION:  
KNOWN ALL PERSONS BY THESE PRESENT:  
That the undersigned, being the owners of the above legally described tract of land, do hereby plat and layout the same into a subdivision of the City of Texarkana, Miller County, Arkansas, said subdivision to be known, designated and hereafter referred to by its subdivision name, Oak Hollow Subdivision, a subdivision of the City of Texarkana, Miller County, Arkansas, legally described as: Part of Section 5, Township 15 South, Range 28 West, Miller County, Arkansas, some being composed of Three (3) Lots, as more particularly set out in detail on the survey and plat of which this dedication is a part.

The undersigned further dedicates to the use of the present and future owners of said lots for obtaining utilities (including without being limited to, utilities and utility companies providing said premises with water, sewerage service, telephone service, electricity, and gas) serving said premises, the easements located on said plat and designated as utility easements, to be dedicated to the City of Texarkana, Arkansas, free and clear of all encumbrances and liens, pursuant to the regulations and requirements of the City of Texarkana, Arkansas.

This offer of dedication is irrevocable and can be formally accepted by the City of Texarkana, Arkansas at any time. This offer shall run with the land and shall be binding on all assignees, grantees, successors or heirs of the developer.

*Danielle Leary*, Member  
Oak Hollow Developers, LLC.

*Troy R. Nipper*, Member  
Oak Hollow Developers, LLC.

*Ross Sornine*, Member  
Oak Hollow Developers, LLC.



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

---

**AGENDA TITLE:** Adopt an Ordinance to amend Chapter 6. Aviation of the *City of Texarkana, Arkansas, Code of Ordinances*. (AIRPORT) Airport Director Paul Mehrlich

**AGENDA DATE:** November 6, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Airport

**PREPARED BY:** Paul Mehrlich, Airport Director

---

**REQUEST:** Approve the Airport Rules and Regulations. Strike Chapter 6 – Aviation Article III from the *City of Texarkana, Arkansas, Code of Ordinances*.

**EMERGENCY CLAUSE:**

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**SUMMARY:** Airport Rules and Regulations Update.

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**EXPENSE REQUIRED:** \$0

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**AMOUNT BUDGETED:** \$0

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**APPROPRIATION  
REQUIRED:** 0

---

**RECOMMENDED  
ACTION:**

---

**EXHIBITS:** Ordinance, Briefing, and Airport Rules and Regulations

# ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 6, ARTICLE III OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES* RELATING TO THE TEXARKANA AIRPORT AND AIRPORT AUTHORITY; AND FOR OTHER PURPOSES

**WHEREAS**, in accordance with applicable statute, the Texarkana Airport and Texarkana Airport Authority is jointly operated by the cities of Texarkana, Arkansas, and Texarkana, Texas; and

**WHEREAS**, in order to provide for certain updates to the ordinances of both cities as relates to the Airport and the Airport Authority, it is necessary to amend and supplement Chapter 6, Section 32, and Article III, of the *City of Texarkana, Arkansas Code of Ordinances* (“Code”); and

**WHEREAS**, the amendments and supplements contained herein are likewise being presented for adoption by the City Council of Texarkana, Texas;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas, that the Code is hereby edited, amended and supplemented as follows:

**Section 1:** Article III shall be struck from city code.

**Section 2:** Section 6-32 is deleted and replaced with the following:

### **Sec. 6-32. – Rules; regulation; bylaws**

The authority may propose such bylaws and rules governing its functions in the operation of the airport as it deems best, provided however, that said rules and bylaws shall not be in conflict with the constitution and statutes of the State of Arkansas and the State of Texas or the ordinances of the City of Texarkana, Arkansas, and the City of Texarkana, Texas. The proposed bylaws and rules must

be approved by both the governing bodies of Texarkana, Arkansas, and Texarkana, Texas, before the same shall be effective and said governing bodies by joint action may amend, alter or repeal any bylaw, rule or regulation. Copies of which shall be kept on file in the offices of the city clerk and the airport director. Violation of such rules and regulations shall constitute a misdemeanor.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November 2023.

---

Allen L. Brown, Mayor

**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

---

Joshua L. Potter, City Attorney

---

**Updates/History of Briefing:**

Current airport rules and regulations are codified under Chapter 6 Article III or the Texarkana AR city code of ordinances. It has not been updated since 1961 and as a result had many items that needed to be updated in a post 9/11 world. Airport had a consultant AMCG assist in updating Rules and Regulations. Both Cities must approve the new rules and regulations per city code. Both cities council have had opportunity to review and comment. Requesting that Article III be struck from city code, and Chapter 6-32 language be updated to the following:

The authority may propose such bylaws and rules governing its functions in the operation of the airport as it deems best, provided however, that said rules and bylaws shall not be in conflict with the constitution and statutes of the State of Arkansas and the State of Texas or the ordinances of the City of Texarkana, Arkansas, and the City of Texarkana, Texas. The proposed bylaws and rules must be approved by both the governing bodies of Texarkana, Arkansas and Texarkana, Texas, before the same shall be effective and said governing bodies by joint action may amend, alter or repeal any bylaw, rule or regulation. ***Copies of which shall be kept on file in the offices of the city clerk and the airport director. Violation of such rules and regulations shall constitute a misdemeanor.***

**Executive Summary and Background Information:**

Approve the Airport Rules and Regulations. Strike Chapter 6 – Aviation Article III- Rules and Regulations.

**Potential Options:**

- Approve
- Deny

---

**Fiscal Implications:**

\$0

**Staff Recommendation:**

Staff recommends for approval.

**Advisory Board/Committee Review:****Board/Committee Recommendation:**

NA

**Advisory Board/Committee Meeting Date and Minutes:**

NA



**TEXARKANA**  
— REGIONAL AIRPORT —

201 Airport Drive  
Texarkana, Arkansas 71854  
(870) 774-2171

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# Rules and Regulations

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Texarkana Regional Airport Authority

*Texarkana Regional Airport (TXK)*

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October 4, 2023

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## 1. INTRODUCTION

### 1.1. Purpose

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public and the Tenants and users of the Texarkana Regional Airport (Airport), and to prevent any activities or actions which would negatively interfere with the safe, orderly, and efficient use of the Airport.

### 1.2. PMCD General Provisions

General Provisions, which are those provisions common to all Primary Management Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations and all PMCDs by reference.

### 1.3. PMCD Definitions and Acronyms

The definitions and acronyms utilized throughout the PMCDs are set forth in Appendix B of these Rules and Regulations, are capitalized whenever used in the PMCDs, and are incorporated into these Rules and Regulations and all PMCDs by reference. Words that are not defined shall be construed consistent with common meaning or as generally understood.

### 1.4. Airport Sponsor, Operator, and Governing Body

The Airport is owned and operated by Texarkana Regional Airport Authority (Authority) and governed by the Board of Directors (Authority Board).

### 1.5. Authority of the Director

The Authority Board has authorized the Executive Director (Director) to interpret, administer, and enforce these Rules and Regulations and the PMCDs. During emergency situations, the Director is empowered to issue such directives, variances, and/or exemptions and to take such action that, within Director's discretion and judgement, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public.

The Director shall be subject to the direction, authority, and control of the Authority Board and shall act as their official representative pertaining to aviation and Airport matters for the Authority. The Director's powers and duties include, but are not limited to, the following:

- designate aircraft operating, parking, and other such areas necessary for the safe, secure, and efficient operation of the Airport;
- assign aircraft parking, Hangar, and tiedown spaces;
- order unauthorized aircraft to leave the Airport; and
- promulgate rules and regulations for the use, operation, and administration of the Airport.

### 1.6. Enforcement

In addition to enforcement authority designated to the Director, the enforcement of all federal, state, and local statutes and ordinances pertaining to fire protection and Hazardous Materials (within its jurisdiction) shall be administered by the Texarkana Regional Airport Rescue and Fire Department (Fire Department). All other statutes and ordinances (within its jurisdiction) shall be enforced by the City of Texarkana, Arkansas Police Department (Police Department) and Law Enforcement Officers.

Violation of these Rules and Regulations, the PMCDs, applicable federal, state, and local statutes and ordinances, or directives issued by the Authority, Fire Department, or Law Enforcement Officers or jeopardizing the safety or security of persons and entities utilizing the Airport, or harassment or obstruction of Airport employees in their enforcement of these Rules may result in suspension, revocation, and/or prohibition of access privileges, engaging in activities on Airport property, and use of the Airport. Violators shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority. Violators of these Rules and Regulations, the PMCDs, and all applicable federal, state, and local statutes and ordinances may be prosecuted for trespass.

**1.7. *Penalty for Violation***

Violations by Tenants and users of the Airport shall be considered as follows, which excludes the Authority, Fire Department, or Law Enforcement Officers:

- committing an act that is prohibited or declared unlawful by ordinance or by rule or regulations authorized by ordinance;
- failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
- failure to perform an act if the failure is declared a violation by ordinance or by rule or regulation authorized by ordinance.

Except as otherwise provided, a person or entity convicted of a violation of these Rules and Regulations, the PMCDs, all applicable federal, state, and local statutes and ordinances, or directives issued may be issued a fine as provided in all applicable federal, state, and local statutes and ordinances, but not exceeding \$1,000.00 for the first offense or violation.

If the violation is continuous in respect to time, the fine for allowing the continuance shall not exceed \$500.00 for each day of unlawful continuance. If a violation is also a misdemeanor under State law, the penalty for the violation shall be as prescribed by State law for the State offense.

The imposition of a penalty does not prevent the Authority from revocation or suspension of a license, permit, or Agreement.

Violations of these Rules and Regulations, the PMCDs, all applicable federal, state, and local statutes and ordinances, or directives that are continuous with respect to time and a public nuisance may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent the simultaneous granting of equitable relief in appropriate cases.

## **2. GENERAL**

### **2.1. Access To, Entry Upon, or Use of the Airport**

Access to or entry upon the Airport shall be made only at locations designated by the Director. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person who is provided access to or use of the Airport, whether directly or indirectly, expressed, or implied. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

### **2.2. Restricted Areas, Sterile Areas, and Secured Identification Display Areas (SIDA)**

Access to the Restricted Areas is limited to persons with a valid Airport Security Badge (Airport Badge), under appropriate supervision or escort, or as otherwise approved by the Director.

Unescorted access or entry to Sterile Areas or certain parts thereof, is limited to persons who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding or gate pass, possess a valid Airport Badge with appropriate permissions, or be a person under appropriate supervision and escort by a person with escort privileges.

The Secured Areas are the areas where air carrier aircraft operate, enplane, and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

### **2.3. Airport Security Badge**

Persons requiring unescorted access or entry to a Restricted Area or a Sterile Area (who do not have a valid boarding or gate pass) shall complete and submit an Airport Security Badge Application to the Authority. Prior to accessing or entering a Restricted Area, persons shall possess an approved Airport Badge which authorizes such access.

Prior to obtaining an Airport Badge for employees of Operators, Lessees, or Sublessees, an Authorization Signature Letter listing the person(s) authorized to receive Airport Badge(s) shall be submitted to the Authority. Prior to obtaining an approved Airport Badge, a person must successfully pass a Criminal History Records Check and Security Threat Assessment in accordance with 49 CFR Part 1540-1544 and applicable security directives.

Persons desiring or in possession of an approved Airport Badge shall complete all Authority training programs and meet all related requirements (including payment of applicable fees).

Any person who allows unauthorized use of an Airport Badge or fails to pay any fine or charge may lose access privileges.

No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, permit, identification card, sign, and/or other authorization purporting to be issued by or on behalf of the Authority.

### **2.4. Security**

The Police Department has the overall responsibility for security of the Airport. Operators, Lessees, or Sublessees are responsible for the security of entity's Leased Premises and shall comply with the Authority's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use. The Director may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.

Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the Director. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the Authority.

Unless under approved escort, no person shall follow another person into an Airport Restricted Area. Each individual must use an approved Airport Badge to access the Airport through any restricted entry point.

### **2.5. Commercial Activities**

Any entity desiring to engage in or is actively engaging in a Commercial Aeronautical Activity at the Airport shall comply with the Airport's General Aviation Minimum Standards (Minimum Standards), as developed and amended from time to time.

Based Aircraft shall not be used for Commercial Aeronautical Activities at the Airport unless expressly authorized by an Agreement with the Authority. Based Aircraft may be used for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's Immediate Family.

Any entity desiring to engage in any non-aeronautical Commercial activity (including photography or filming) at the Airport shall obtain written permission from the Authority prior to engaging in such activity.

### **2.6. Accidents**

Any person involved in or witnessing an Accident resulting in injury, death, or damage to Property shall immediately call "911" and notify the Authority. If reasonably able to do so, such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the Authority, Director, Police Department, Law Enforcement Officers, Fire Department, and/or investigative personnel. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

No person shall tamper with an Accident scene or fail to comply with any directive issued by the Authority, Director, Police Department, Law Enforcement Officers, Fire Department, or any other Agency having jurisdiction over the Accident scene.

### **2.7. First Amendment Activities**

Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written permission of the Director.

All authorized activities listed above shall be conducted (a) in those areas identified by the Authority without obstructing the use of the Airport by others; (b) in a peaceful and orderly manner; (c) without physical harm, molestation, threat, or harassment of any person; (d) without obscenities, violence, breach of the peace, or other unlawful conduct; (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to, and operation of the Airport and activities conducted thereon; and (f) in strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Director.

### **2.8. Advertisements**

Advertisements, including notices, circulars, and/or handbills, may not be posted, displayed, or distributed without the prior written permission of the Director. The posting of advertisements on Authority physical property shall conform with established Authority policies and directives. The Authority has the right to remove or relocate any such advertisement.

### **2.9. General Conduct**

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the Authority and posted as public smoking areas, is prohibited.

Starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the Owner or by specific direction of the Authority is prohibited. If requested by the Authority or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.

No person shall engage in behavior that is disruptive or creates a hazard or risk of injury, death, or damage to Property.

The Airport shall not be used to camp or stay overnight unless approved in writing by the Director. The Airport shall not be used for any improper, objectionable, or illegal purposes.

Leased Premises are expressly for the conduct of the Tenant's activities. Persons without an Airport Badge or under appropriate supervision or escort shall not make use of the Leased Premises without permission of the Tenant or as otherwise approved by the Director.

### **2.10. Abandoned or Lost Property**

Property shall not be Abandoned at the Airport. Abandoned or Lost Property found in Public Areas shall be reported or submitted to the Authority.

Abandoned or Lost Property unclaimed by its proper owner within 30 calendar days shall become the property of the Authority to be disposed of at the discretion of the Authority.

Disposition of Abandoned or Lost Property to which the finder is not entitled to lawful possession shall be disposed of at the sole discretion of the Authority in accordance with federal, state, and local statutes and ordinances and its policies.

No provision in this Section shall be construed to deny the right of Lessees or Sublessees to maintain a lost and found service for Abandoned or lost Property found on Leased Premises so long as the lost and found service is consistent with federal, state, and local statutes and ordinances.

### **2.11. Use of Roadways and Walkways**

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use.

### **2.12. Animals**

No person shall bring animals, except for service animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate. Domestic pets may be at the Airport only if kept on a leash or inside a Lessee's or Sublessee's facilities, aircraft, or vehicles.

No person, except authorized personnel by the Authority for the purposes of wildlife management shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

### **2.13. Weapons and Explosives**

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be possessed in accordance with applicable federal, state, and local statutes and ordinances.

- No person shall carry a weapon inside the Passenger Terminal Building except in accordance with State of Arkansas Statute A.C.A. § 5-73-306(14) for the sole purpose of checking an unloaded, encased weapon for shipment purposes as baggage for lawful transport on an aircraft.
- Weapons stored in locked containers (and not immediately accessible) for the purposes of shipping for legal uses are permitted.

No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) as defined in Part 1910 of the Occupational Safety and Health Administration with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

### **2.14. Alcoholic Beverages**

Alcoholic beverages may only be consumed in accordance with all applicable state and local statutes and ordinances. The Authority reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs. The Authority reserves the right to restrict the consumption of alcoholic beverages at the Airport.

### **2.15. Use of Public Areas**

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility including the Passenger Terminal Building during Air Carrier service interruptions for purposes of sleeping in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by the Authority.

### **2.16. Trash and Recycling**

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles.

Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids. Trash and recyclable materials shall not be brought to or burned on Airport property. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing.

### **2.17. Fire and Flammable Materials**

Tenants and users shall comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

In no event shall smoking, vaping, or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any aircraft, Refueling Vehicle, or fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the Authority and the Fire Department.

- This excludes open flames utilized by a Tenant in the performance of Aircraft Maintenance.
- With the prior written permission of the Authority and the Fire Department, Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises which require open flames.

Uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to “911”. No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or Authority at any time and shall be fully operational and inspected annually.
  - A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the Arkansas Fire Protection Code and in compliance with applicable federal, state, and local statutes and ordinances.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

### **2.18. Hazardous Materials**

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any federal, state, and local statutes and ordinances. Proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the Authority, and prior notification must be given to the Authority.

If any person or entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Environmental Protection Agency (EPA) Emergency Planning and Community Right-to-Know Act (EPCRA) such entity shall be responsible for any reporting obligations under EPCRA. The Authority will not be responsible for compliance with any EPCRA requirements, except to the extent the Authority stores, uses, or transports Hazardous Materials.

- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
  - Safety Data Sheets (SDS) for all Hazardous Materials shall be maintained by the Tenant on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the Authority and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
  - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
  - Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of a Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) to the Authority and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the Arkansas Fire Protection Code and in full compliance with these Rules and Regulations, the Authority's Storm Water Pollution Prevention Plan (SWPPP), the Authority's directives, and federal, state, and local statutes and ordinances.

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and federal, state, and local statutes and ordinances.

### **2.19. Environmental (Hazardous Materials) Clean Up**

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the Authority, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the Authority determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the Authority may act as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the Authority.

**Hazardous Materials Overflow or Spills** – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with federal, state, and local statutes and ordinances pertaining to the deicing of aircraft and/or paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the Authority or the Fire Department.

**Minor Hazardous Materials Overflow or Spills** are defined as overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the Authority.

**Major Hazardous Materials Overflow or Spills** are defined as overflows or spills in excess of five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the Authority.
- Provide a written summary of the spill to the Authority within 24 hours of the spill.

**Serious Hazardous Materials Overflow or Spills** are defined as overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the Authority within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with fueling capability or responsibility for maintenance of fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

### **2.20. *Painting***

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the Arkansas Fire Protection Code and in full compliance with the Authority's SWPPP, the SPCC Plan, the Authority's directives, and applicable federal, state, and local statutes and ordinances.

### **2.21. *Emergency Conditions***

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Director.

### **2.22. *Special Events***

Any person or entity desiring to conduct a Special Event at the Airport shall complete and submit the Special Event Permit Application to the Authority along with prior payment of all applicable fees paid to the Authority and any other Agency having jurisdiction. The entity shall receive a signed and approved Special Event Permit from the Authority prior to conducting the Special Event. Special event attendees shall remain clear of Airport operations, aircraft, active Taxiways, Runways, and other areas designated by the Director.

**2.23. Skydive/Parachute Jumping**

Unless conducted by an approved Skydiving Operator at the Airport, no person shall skydive/parachute jump onto the Airport without the prior written permission of the Director. Skydive/parachute landings shall only occur at an Authority approved and designated Drop Zone. Skydive/Parachute operations shall be conducted in conformance with Advisory Circular (AC) 105-2E “Sport Parachuting” (as amended), and the most current version of the Skydiver’s Information Manual published by the United States Parachute Association (USPA).

### **3. AIRCRAFT**

#### **3.1. Statutes and Ordinances**

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, the directives of the Director, or Air Traffic Control (ATC) personnel.

#### **3.2. Based Aircraft Registration**

Based Aircraft must be registered with the Authority or through an authorized Fixed Base Operator (FBO) or Specialized Aviation Service Operator (SASO) where the aircraft is based. Registration information shall include the following:

- Aircraft make, model, registration number, and maximum gross landing weight.
- Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
  - If more than one person or entity owns and/or operates the aircraft, the name, address, and phone number of all Aircraft Owners and Aircraft Operators shall be provided.
- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the Authority.
  - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
  - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the Authority.
  - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Arkansas (with a Best rating of A or above) or be approved in writing by the Authority.
  - The Authority reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

Entities responsible for Based Aircraft must have a lease or license agreement with either the Authority or an authorized FBO or SASO.

#### **3.3. Non-Airworthy Aircraft**

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Consistent with 14 CFR Chapter I [Docket No. FAA 2014-0463] *FAA Policy on the Non-Aeronautical Use of Airport Hangars*, as amended, non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director.

- Aircraft Owner or Aircraft Operator shall remove non-airworthy aircraft from the Airport within 90 days of becoming non-airworthy unless otherwise previously authorized in writing by the Director.

- If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Director shall conspicuously post and affix such written notice to the aircraft and after 30 calendar days, the aircraft will be deemed abandoned in accordance with Section 3.4 of these Rules and Regulations.

### **3.4. Disabled and Abandoned Aircraft**

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled aircraft and any part thereof from a Movement Area, unless otherwise required or directed by the Authority, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Abandoning an aircraft on the Airport is prohibited.

- An aircraft shall be considered Abandoned if the Aircraft Owner or Aircraft Operator (1) has not paid in full applicable rents or fees to the Authority or an authorized Fixed Based Operator (FBO) or Specialized Aviation Service Operator (SASO) for a period greater than 90 calendar days, (2) has not responded to written notification from or on behalf of the Authority, by certified or registered mail, and/or (3) aircraft does not have a current and valid registration with the FAA (or similar agency of a foreign country).

In the event the Authority determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove a non-airworthy, disabled, or Abandoned aircraft in a timely manner (at Aircraft Operator's risk, cost, and expense), the aircraft may be impounded by the Authority at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the Authority.

- Once an aircraft is impounded by the Authority, the Authority shall charge reasonable impoundment fees and thereafter publish a notice of intent to remove the aircraft in the legal organ of Miller County, Arkansas.
- The Aircraft Owner or Aircraft Operator may claim the aircraft by responding to the Authority in writing, paying the impoundment fees in full, and promptly removing the aircraft from the Airport.
  - If the aircraft is not claimed within 90 calendar days by the Aircraft Owner or Aircraft Operator, the Authority shall dispose of aircraft in accordance with federal, state, and local statutes and ordinances.
- The Authority shall retain any surplus arising from the sale of the aircraft after expenses, incurred by the Authority in connection with the aircraft, have been paid.
- The Authority may assess and recover from the Aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the Authority in connection the enforcement of these provisions.

### **3.5. Airport Hours of Operation**

The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airport are available for use 24 hours per day, 7 days per week, unless closed by Notice to Air Missions (NOTAM).

### **3.6. Accidents and Incidents**

Any person involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the appropriate Agencies in a timely manner and provide a copy to the Authority, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

- The report to the Authority shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the Authority who shall receive authorization from the FAA, NTSB, or Agencies having jurisdiction, as applicable. Once authorization to remove the aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any associated costs.

### **3.7. Prohibiting Use of the Airport**

The Director shall have the right at any time to close or restrict use of the Airport or any portion thereof to aircraft operations (except for an emergency operation) or deny the use of the Airport to any entity when the Director considers such actions to be necessary and desirable in the interest of safety or security.

- The Director, the FAA, or ATC may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

### **3.8. Maintenance**

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within Hangars, buildings or those areas specifically designated by the Authority and shall be limited solely to that specifically permitted by the type rating established by Building and Fire Codes, and then, only in compliance with the instructions of the Authority and the orders of the Fire Department.

Aircraft Line Maintenance may be performed on aircraft owned or operated by passenger or cargo Air Carriers on the Air Carrier Ramp if the aircraft is disabled and cannot be moved into a Hangar or if a Hangar of sufficient size to accommodate the aircraft does not exist at the Airport.

### **3.9. Cleaning**

Aircraft cleaning shall only be performed in full and complete compliance with the Authority's SWPPP. Aircraft cleaning, which creates runoff, shall be approved by the Authority. Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, all residual fluids (cleaning byproducts) must flow to an oil/water separator, be removed from the Airport, and/or be disposed of in accordance with federal, state, and local statutes and ordinances.

### **3.10. Deicing**

Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished in full compliance with the Authority's SWPPP and at location(s) specified and permitted by the Authority.

### **3.11. Engine Operation**

Aircraft engine Runups are not permitted between the hours of 10:00 p.m. and 6:00 a.m. except for Runups required in preparation for aircraft departure or conducted in approved maintenance Runup facilities. Engine Runups are prohibited in Non-Movement Areas or on the Air Carrier Ramp(s).

- Aircraft engines shall not be started within any structure.
- Aircraft controls shall be attended while aircraft engine(s) are operating.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall be alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.

### **3.12. *Parking and Storage***

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Unless utilizing the Airport identified general parking areas on a Leased Premises or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the Authority.

- In the event a person uses any area for aircraft parking, staging, or storage not in compliance with the preceding provision, the Authority may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Authority

Aircraft Operators shall ensure aircraft are properly secured, as set forth in AC 20-35 “Tiedown Sense” (as amended), when parked and/or stored.

- Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.

Upon request of the Authority for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Director. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Director may move the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Authority.

### **3.13. *Aircraft Security***

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the Authority. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the Authority.

- No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the Aircraft Owner’s or Aircraft Operator’s permission.

### **3.14. *Aircraft Operations***

Operating an aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings signage, and lighted signals unless instructed otherwise by ATC or by written notification of the Authority or NOTAM.

- Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an aircraft is inside a Hangar. Testing of an aircraft radar on the ground requires prior permission of the Authority.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed Runway or Taxiway, unless authorized in writing by the Authority or due to an emergency.

- It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

### **3.15. Taxiing and Towing Operations**

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

- Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person at the controls of the aircraft who shall monitor the radio transmitting frequency in use by ATC or CTAF when ATC is not in operation at the Airport if the aircraft is equipped with a radio and the radio is functional.

Taxiing aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or aircraft unless otherwise directed by written notice of the Authority. Aircraft Operators shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the Authority.

### **3.16. Rotorcraft Operations**

Rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the Authority for rotorcraft operations. Rotorcraft shall not be operated within 50 feet of any structure or fuel storage facility. Rotorcraft shall not be operated within 200 feet of any area where Light Aircraft are parked or operating. Rotorcraft rotors must be stopped during fueling operations.

### **3.17. Balloon Operations**

Prior to entering the AOA, all balloon operators shall register the intended flight with the Director and be familiar with the Airport.

Use of a handheld transceiver radio monitoring the radio transmitting frequency in use by ATC or CTAF when ATC is not in operation at the Airport.

During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways or interfering with Airport operations. Landing balloons on Runway is prohibited except in the event of an emergency.

### **3.18. Noise Abatement Procedures**

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR, the instructions of ATC personnel, and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas.

### **3.19. Restricted Activities**

Aircraft Operators shall receive prior written approval from the Director before engaging in any of the following activities and shall conduct these activities in accordance with specific requirements stipulated by the Authority:

- Use of motorless aircraft – the landing upon or towing of gliders and other certificated motorless aircraft.
- Use of ultralight vehicles – the landing or taking off of ultralight vehicles unless approved in writing by the Director.
- First flight or test flights after major airframe and/or powerplant modifications.
- Use of lighter-than-air aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
- Banner or glider towing – the landing or taking off of aircraft which tow banners, gliders, or other devices.
- Sky diving, parachuting, or powered parachute operations. Skydive/Parachute operations shall be conducted in conformance with AC 105-2E “Sport Parachuting” (as amended), and the most current version of the Skydiver’s Information Manual published by the United States Parachute Association (USPA).
- Operation of model aircraft.
- Operators of unmanned aerial vehicle (UAV), unmanned aircraft system (UAS), or model aircraft shall comply with all applicable federal, state, and local statutes and ordinances (including 49 CFR Part 107). This may include, but is not necessarily limited to, notifying and obtaining written permission from the Director to fly UAV, UAS, or model aircraft within the Airport’s protected airspace.
- Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Agricultural spraying.
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and federal, state, and local statutes and ordinances governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

**3.20. Fees**

Aircraft shall not land or takeoff unless the Aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the Authority unless exempt by Agreement.

- Aircraft that may be exempt from Authority fees include aircraft owned and/or operated by the United States of America, military forces of the United States of America, and foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

The Authority shall have the authority to detain any aircraft for non-payment of any fees.

#### **4. PASSENGER TERMINAL BUILDING**

##### **4.1. *Public Address System***

Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled aircraft or other information relevant to the operation of the Airport shall be permitted for use in the Passenger Terminal Building.

- No person shall use or cause to be used the public-address system for the solicitation of business.
- The public-address system shall only be used in accordance with individual Agreements.

##### **4.2. *Vending Machines (Concessions)***

Vending machines for the sale of goods, unless approved by Agreement, shall not be permitted in the Public Areas of the Passenger Terminal Building.

##### **4.3. *Smoking and Vaping***

Smoking and vaping are prohibited in the Passenger Terminal Building and within 20 feet of the main entrances, exits, operable windows, or ventilation system intakes. Cigarette/cigar butts, matches, and lighters must be disposed in fireproof waste receptacles.

##### **4.4. *Locks and Keys***

The Authority will provide all initial door locks (and keys) and/or access media to authorized individuals for access to the Passenger Terminal Building and for each Leased Premises, at the expense of the Authority. All subsequent lock changes or lost key replacements requested by the Lessee, if approved by the Authority, shall be completed by the Authority at the Lessee's sole cost and expense.

- Duplicate keys shall not be made and additional locks shall not be placed in or on the Leased Premises without prior written authorization by the Authority.

##### **4.5. *Premises***

Premises and adjacent areas shall be kept clean and free from rubbish. Corridor doors when not in use shall be closed. No debris, trash, dirt, dust, or other like material shall be swept or thrown into corridors, hallways, or stairwells.

- In the event infestation occurs of insects or animals, the Lessee shall take immediate action utilizing licensed eradication methods (if the responsibility of the Lessee through Agreement).
- In the event the Lessee is unable to take immediate action, the Authority may take appropriate action and shall have the right to collect the expense of such action for the Lessee (if the responsibility of the Lessee through Agreement).

No area of the Passenger Terminal Building shall be used for storage of equipment, fixtures, or cargo without prior authorization of the Authority. All decorations at ticket counters and gate areas are prohibited without prior written authorization from the Authority. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee as additional rent or cost recovery. Lessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the Authority.

#### **4.6. *Baggage Conveyor System and Unclaimed Baggage***

No person shall ride, walk, sit, or stand on the baggage conveyor system (or any portion thereof) and no unauthorized items shall be placed on the baggage conveyor system. Entities responsible for operating and loading the baggage conveyor system shall be responsible for unloading all unclaimed baggage.

#### **4.7. *Airline Operations***

Passengers shall not be permitted to enplane or deplane an aircraft except in the presence of and only after receiving express permission from authorized personnel. Aircraft must only be enplaned or deplaned in designated areas unless prior permission by the Authority has been obtained. Authorized personnel must escort and safely channel passengers through established routes to and from the aircraft.

**Gate Usage and Assignments** – Aircraft gates are pre-assigned or allocated for common use and reserved for scheduled commercial, commuter, and approved contract Air Carrier aircraft only.

- Gates may only be used by the entity with an Agreement. An entity authorizing use of a gate to another entity assumes full responsibility and must ensure usage is in accordance with the Agreement.

It is the responsibility of flight and ground employees to ensure aircraft are taxied to and from gate positions or parking locations without injuring or damaging any persons, equipment, building, other aircraft, or any Property. All ground handling entities shall submit a Charter Flight Advisory form to the Director at least 48 hours prior to the operation.

The assignment of Remain Overnight (RON) Air Carrier aircraft parking positions will be conducted by the Authority.

#### **4.8. *Engine Operation***

Power back and power out procedures are prohibited without prior authorization from the Authority.

Use of auxiliary power units (APU) or ground power units (GPU) shall be kept at a minimum. Operators shall use bridge power whenever possible.

Engine cross bleed shall not be started until the aircraft is positioned on the Taxiway/Taxilane centerline and the ground crew confirms procedure can be initiated without adverse impact on other aircraft, vehicles, or personnel.

#### **4.9. *Ground Support Equipment***

Ground support equipment (including, but not limited to, chocks, air stairs, etc.) shall not be stored outside the boundaries of the Leased Premises or designated area by the Authority. Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the Authority. All Ramp scrubbing shall be accomplished through use of approved vacuum type scrubbers and the wastewater shall be disposed of in compliance with federal, state, and local statutes and ordinances. All spillage of lavatory waste shall be immediately cleaned by the responsible party.

#### **4.10. *Music in Passenger Terminal Building***

No person may perform any live music without prior written authorization from the Director.

## 5. VEHICLES

### 5.1. *Statutes and Ordinances*

All Vehicle Operators shall comply with the State of Arkansas code, these Rules and Regulations, directives issued by the Director, and the orders of the Police Department and Law Enforcement Officers.

### 5.2. *Licensing and Permit*

Except for vehicles which are exclusively used on the AOA, all vehicles shall meet licensing and registration requirements. Vehicle Operators must have a valid license and evidence of insurance as required by state and local statutes and ordinances, including those vehicles operated exclusively on the AOA.

Vehicle Operators who desire to operate on the AOA are required to successfully complete an Authority training program and shall possess an Airport Badge prior to operating a vehicle with an Authority approved hang tag on the AOA.

### 5.3. *Equipment*

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing vehicles.

### 5.4. *Operations*

Vehicles shall not be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) which endangers or is likely to endanger persons or Property is prohibited.

No tank vehicle, truck, or semi-trailer used for the transportation of flammable liquids or Fuel Handling, shall be operated on the AOA unless approved in writing by the Authority.

Vehicles shall not be operated in any Hangar or structure for a prolonged period unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks, or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Vehicle Operators shall not, after receiving a visual or audible signal from an Authority employee or a Law Enforcement Officer, fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the Authority or a Law Enforcement Officer.

The operation of vehicles which are overloaded (as defined in the vehicle owner's operation manual) is prohibited.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle except for Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles, and pedestrians.

Vehicles shall not be operated in such a manner as to create a hazard or interfere with the safe and secure operation of the aircraft.

- Vehicles, except Emergency Vehicles responding to an emergency, shall not overtake or pass in front of a moving aircraft.
- Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Airside and Landside Speed Limits

**Safe Speed** – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

**Minimum Speed** – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with state and local statutes and ordinances.

**Maximum Speed** – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

Maximum Speed (miles per hour)	
Airside	10
Landside	15

Tugs (Towing Vehicles and Related Equipment)

Positive locking couplings are required for all towing vehicles and related equipment. Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

**5.5. Access Gate Security**

Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation. If the gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the Authority at 870-724-2171 or “911”.

**5.6. Air Operations Area**

Vehicles on the AOA may only be operated by persons with a proper and current Airport Badge and displaying an Authority hang tag.

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the Authority in writing and shall proceed directly to the Vehicle Operator’s destination on the Airport without entering the Movement Area. The Authority may restrict

vehicles to a certain area(s) of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).

The recreational use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, roller blades, skateboards, bicycles, unicycles, or other similar devices is not permitted on the AOA without the prior written permission from the Authority.

#### **5.7. Movement Area**

No vehicle shall enter the Movement Area without prior approval of the Director. Unless otherwise provided herein, or approved in advance by the Director, coordination and two-way radio communications with ATC (when in operation) and an Airport escort is required prior to entering the Movement Area.

Vehicles routinely using the Movement Area shall be painted and/or properly marked in a manner approved by the Authority. No person shall take or drive any vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the Authority.

- Vehicle Operators having access to the Movement Area shall comply with the Letter of Agreement between the Authority and ATC regarding Airport Surface Traffic Procedures. Vehicle Operators shall obtain clearance from ATC and ensure that no aircraft is approaching prior to entering the Movement Area.

Vehicles operating on the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the vehicle towards the control tower and flashing the vehicle's headlights or calling the control tower directly at (870) 773-7901.

Vehicles operating on the Movement Area on a regular basis shall be equipped with an approved and fully operational amber (or red for Emergency Vehicles only) rotating beacon on the roof or uppermost point of the vehicle providing a 360-degree view and in compliance with AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" (as amended). The beacon shall be activated and remain in operation by the Vehicle Operator prior to entering the Movement Area.

Vehicles other than those that routinely traverse any portion of the AOA under the control of ATC, which are not escorted by an Authority vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the AOA, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.

Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether or not the vehicle is radio equipped.

- Steady Green – Cleared to cross, proceed, or go
- Steady Red – Stop
- Flashing Red – Clear the Runway/Taxiway
- Flashing White – Return to starting point on the Airport
- Alternating Red and Green – Exercise extreme caution

### **5.8. Accidents Involving Vehicles**

A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call “911”. The Vehicle Operator (and the vehicle) must remain at the scene until the Police Department, Law Enforcement Officers, and/or the Fire Department take a full report.

### **5.9. Cleaning and Maintenance**

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the Authority.

### **5.10. Parking or Stopping**

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the Authority. Vehicles shall not be parked or stopped in a manner that obstructs aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 6 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the Authority.

- Parallel parking along the perimeter of the vehicle parking area shall be prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

Employees of Operators, Lessees, or Sublessees may park Private Vehicles in the employee parking areas designated by the Authority. Vehicles parked in a designated employee parking area must have a valid parking permit or pass, if so required, attached to the front windshield or mirror of the registered vehicle.

All service vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in specially reserved and marked areas or other areas designated by the Authority.

Aircraft Operators may park vehicles which are fully operational, completely functional and properly permitted by the Authority inside the Hangar or outside the Hangar (but only in designated parking areas) while the Based Aircraft in the Hangar is gone.

- Vehicles parked outside of a Hangar more than 30 calendar days without prior written notification to the Authority shall be considered Abandoned and the Authority may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the Vehicle Operator’s risk, cost, and expense and without any liability to the Authority.
- Vehicles may not be parked on Tiedown areas.
- Abandoning a vehicle anywhere on the Airport, including on Leased Premises, is prohibited. A vehicle shall be considered Abandoned if it is of unknown ownership or parked in an undesignated area.

Unless approved in writing by the Director, boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain vehicles, race cars, recreational vehicles, trailers, and other similar vehicles may not be parked or stored in a Hangar or anywhere else on the Airport.

The Authority may boot, tow, or otherwise remove any vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the vehicle owner or Vehicle Operator's risk, cost, and expense and without any liability to the Authority.

**5.11. Fees and Permits**

Vehicles shall not be parked in any public parking area unless the vehicle owner or Vehicle Operator pays the fees which may be established and assessed from time to time by the Authority unless the vehicle owner or Vehicle Operator is exempt from payment as may be stipulated in an Agreement with the Authority.

## **6. COMMERCIAL VEHICLES**

### **6.1. *Statutes and Ordinances***

Commercial Vehicle Operators shall comply with these Rules and Regulations and applicable federal, state, and local statutes and ordinances (including 49 U.S.C. § 14501).

### **6.2. *Vehicle and Operator Licensing***

The Authority may, at the Authority's sole option, require a Commercial Vehicle Operator (CVO) desiring to provide commercial ground transportation services at the Airport to obtain a CVO Permit with the Authority.

### **6.3. *Parking or Stopping***

After discharging passengers, each Commercial vehicle shall immediately leave the Airport (not Loiter) or proceed by the most direct route to the designated area for passenger pickup. Commercial vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic, with moving aircraft, moving Refueling Vehicles, Emergency Vehicles, ramp service personnel, pilots and passengers, and pedestrians.

### **6.4. *Operator Conduct and Appearance***

CVO shall remain in its vehicle or immediately adjacent to its vehicle except when necessary to use the restroom facilities, vending machines, or obtain flight information in which case, the CVO may be absent from the vehicle (or the immediate vicinity of the vehicle) for no more than five minutes.

- CVO is prohibited from Loitering.

CVO is prohibited from standing inside the Passenger Terminal Building while the Commercial vehicle is in position in the designated area for passenger pickup.

CVO shall not:

- solicit, persuade, or urge any person (by words, gestures, or other form of communication) to use or hire any CVO.
- use offensive, abusive, or obscene language, gestures, or other forms of communication.

CVO shall maintain a professional look and appearance (i.e., clean shirt and pants, shoes, and socks). CVO shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect.

### **6.5. *Passenger Loading or Unloading***

CVO shall only receive passengers for hire in an area designated by the Authority following authorized procedures. CVO may not refuse a passenger for any reason unless stipulated herein.

- CVO may refuse service if the CVO has been dispatched on another call or if passenger(s) appear to be intoxicated or under the influence of drugs or alcohol or is disorderly.

Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Commercial vehicle of the passenger's choice. CVO shall be trained and provide transportation services for disabled or handicap passengers.

**6.6. Commercial Vehicle Operations**

CVO shall use the most direct available route on all trips unless otherwise specifically requested by the passenger. CVO shall provide a receipt identifying the amount paid, persons' name, vehicle license number, and Authority CVO number to the passenger.

**6.7. Commercial Vehicle Equipment and Condition**

All Commercial vehicles shall be kept in good operating condition and appearance. Each Commercial vehicle shall be subject to inspection by the Authority at any time to determine compliance with these Rules and Regulations.

- Failure to pass any portion of the inspection may result in the Commercial vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the Authority.

If Commercial vehicle is required to have a taximeter, CVO shall ensure the taximeter is in proper recording position and visible to all passengers as well as a meter light burning during the hours of darkness.

**6.8. Fees**

Nothing in these Rules and Regulations shall be construed as granting any CVO the right to operate at the Airport without first obtaining written authorization from the Authority.

**6.9. Complaints**

CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any written customer complaint to or from the Airport and shall assist the Authority to investigate and resolve customer complaints. CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any inquiry by the Authority.

## 7. TENANT

### 7.1. Introduction

Tenant used herein refers to any person, Association, and/or entity that has entered into an agreement with either the Authority or an Operator to occupy land and/or improvements (Leased Premises) at the Airport.

### 7.2. Security

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Leased Premises or have been installed by the Tenant must be continually and conscientiously maintained by the Tenant and kept in working conditions. Gates or doors which provide access to a Restricted Area through Leased Premises must remain closed, locked, and secured except when in use. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Authority.

Active logs of keys, Airport Badges, access cards, and other media issued (and to whom issued) which allow access to the Leased Premises must be maintained. The log shall be made available to the Authority upon request. Any lost or stolen keys, Airport Badges, access cards, or other media shall be reported to the Authority immediately. All applicable reporting requirements must be fully complied with as established by the Authority, FAA, Department of Homeland Security (DHS), TSA (if applicable), and any other Agency having jurisdiction. Objects which could facilitate unauthorized access to a Restricted Area shall not be located within six feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

### 7.3. Construction or Alteration of Improvements

Any construction or alteration of an Improvement on the Leased Premises shall be performed in compliance with the Authority's Minimum Construction Standards, FAA Advisory Circulars, FAA Form 7460-1 *Notice of Proposed Construction or Alteration*, or local building codes.

### 7.4. Maintenance of Premises

Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- kept free from all fire, safety, and security hazards,
- kept free and clear of snow as much as practicable,
- maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
- maintained in a condition of repair and maintenance in accordance with the Agreement.

Tenants shall be fully responsible for and replace, or in the Authority's sole discretion, reimburse the Authority for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Tenant or its employees, agents, customers, visitors, suppliers, or persons with whom Tenant does business.

Tenants shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the Authority) may result in the Authority conducting or contracting the maintenance at Tenant's sole cost and expense without liability to the Authority.

#### **7.5. Fire Prevention**

Tenants shall be responsible to ensure fire prevention practices and/or procedures are followed and comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

Employees conducting Fuel Handling must receive fire prevention training and instruction in accordance with an FAA Approved Part 139 Fuel Handling Training course immediately upon employment and receive such fire prevention training and instruction annually thereafter.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) shall be provided by Tenants.

- Fire extinguishers shall be maintained in accordance with the Arkansas Fire Protection Code.
- A tag showing the date of last inspection (and inspection entity) shall be attached to each fire extinguisher and records, (acceptable by fire underwriters) shall be maintained identifying the status of each unit.

Tenant shall identify and provide contact information to the Fire Department for a responsible person and secondary contact. Contact information shall include the name of each individual and a daytime and after-hours telephone numbers.

#### **7.6. Heating Equipment**

All heating equipment and fuel burning appliances installed or used at the Airport shall comply with all federal, state, and local statutes and ordinances (as applicable) of the Authority, the State of Arkansas, and the Fire Department.

#### **7.7. Aircraft Hangars**

The use of Hangars shall conform with all federal, state, and local statutes and ordinances including applicable building codes as well as the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and the Authority. Each Hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguisher that conforms with federal, state, and local statutes and ordinances.

Aircraft Hangars shall only be used for the parking and storage of aircraft and associated aircraft equipment and supplies as approved by the Authority and the Fire Department or as otherwise stipulated in an Agreement. Use of aircraft Hangars shall be subject to the following restrictions:

- Unless otherwise directed by the Authority, the use of Hangars shall conform with 14 CFR Chapter I [Docket No. FAA 2014-0463] *FAA Policy on the Non-Aeronautical Use of Airport Hangars*, as amended.

- Aircraft Hangars shall only be used by the Tenant and its employees, agents, customers, visitors, suppliers, or persons for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Director and the Fire Department or as otherwise stipulated in an Agreement. All items stored must belong to the Tenant authorized to use the Hangar.
- The pre-flight sumping of fuel systems may only be performed while the aircraft is outside of the Hangar.
- Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable federal, state, and local statutes and ordinances.

Aircraft parked in Hangars shall be parked in a manner to be completely contained in the Hangar and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

Aircraft Maintenance may be conducted on Tenant's owned Aircraft within Tenant's premises, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations. Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Director:

- Welding
- Cutting
- Open flames and torches
- Servicing any part of a fuel system or transferring fuel

The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on the Building and Fire Codes; but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's premises must comply with all applicable federal, state, and local statutes and ordinances.

#### **7.8. *Aircraft Tiedowns***

Aircraft parked in a Tiedown space shall be parked in a manner to be completely contained in the Tiedown space and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

- If performed in full compliance with federal, state, and local statutes and ordinances, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

#### **7.9. *Storage of Materials and Equipment***

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the Authority.

- Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with federal, state, and local statutes and ordinances.
- Unless expressly permitted in an existing Agreement or approved in writing by the Authority, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the Authority.

#### **7.10. Compressed Gases**

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- Cylinders or tanks shall be stored and maintained in accordance with the Arkansas Fire Protection Code.

#### **7.11. Lubricating Oils**

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the Authority and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the Authority. Such containers may only be stored in compliance with federal, state, and local statutes and ordinances and consistent with the Authority's SWPPP.

#### **7.12. Right of Entry**

The Authority shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

- For Improvements owned by the Authority, the Tenant shall provide the Authority with a key capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements owned by the Tenant, the Authority shall provide 48-hours advanced notification.

The Authority and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

#### **7.13. Non-Commercial Flying Club**

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of Arkansas, operates on a non-profit basis, and does not hold the Flying Club out to the public as an FBO or SASO. A Flying Club shall conform with FAA Order 5190.6B *Airport Compliance Manual*, Section 10.6 (as amended).

This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.

- Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.
- Flying Club shall keep on file and available for review by the Authority, a complete membership list and ownership share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the Authority:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers, and
- designee responsible for compliance with applicable federal, state, and local statutes and ordinances.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Non-Commercial Flying Club shall not permit its aircraft to be utilized for flight instruction to any person, including members (Owners), when such person pays or becomes obligated to pay for such flight instruction, except when flight instruction provided by an approved Flight Training Operator on the Airport. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club aircraft shall only be used by Members.

A qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

**Insurance** – Except as otherwise provided for herein, a Non-Commercial Flying Club shall procure, maintain, and pay all premiums throughout the term of Agreement for the insurance minimum coverages and limits required by federal, state, and local statutes and ordinances and set forth below:

- General Liability (Combined Single Limit):
  - Each occurrence – \$1,000,000
  - Unlicensed vehicles – \$1,000,000
- Vehicular Liability (Combined Single Limit):
  - Each occurrence – \$1,000,000
- Aircraft and Passenger Liability (Each Occurrence):
  - Each occurrence – \$1,000,000 Club and \$100,000 sub limit per person

The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of Arkansas (with a Best rating of A or above) or be approved in writing by the Authority.

When coverages or limits set forth in the Airport's Minimum Insurance Requirements are not commercially available, appropriate replacement coverages or limits must be approved in writing by the Authority at least 30 calendar days before Non-Commercial Flying Club is scheduled to commence operation at the Airport.

The Authority reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Non-Commercial Flying Club operation.

All insurance policies, which Non-Commercial Flying Club is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- "Texarkana Regional Airport Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the Texarkana Regional Airport Authority."
- "Such insurance, as to the interest of the Texarkana Regional Airport Authority only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to Texarkana Regional Airport Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- "Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to Texarkana Regional Airport Authority."

Companies issuing required insurance policies shall have no recourse against the Authority for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Non-Commercial Flying Club. Certificates of insurance for the insurance coverages required by federal, state, and local statutes and ordinances and set forth herein shall be delivered to the Authority upon execution of any Agreement. Thereafter, Non-Commercial Flying Club shall provide certificates of insurance to the Authority every 12 months. In addition, Non-Commercial Flying Club shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

**Indemnification** – Non-Commercial Flying Club shall defend, indemnify, save, protect, and hold harmless the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the Authority for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the Authority and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the Authority’s negligence or willful misconduct: (a) any act, omission, or negligence of Non-Commercial Flying Club or Non-Commercial Flying Club’s partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Non-Commercial Flying Club’s Leased Premises, whether or not due to Non-Commercial Flying Club’s own act or omission; (c) any condition created in or about the Non-Commercial Flying Club’s Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Non-Commercial Flying Club’s obligations under any Agreement and use of the Airport.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State Arkansas’s principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Non-Commercial Flying Club or Non-Commercial Flying Club’s employees, vendors, suppliers, contractors, or any other entity associated with Non-Commercial Flying Club or in the event any of these entities violates any environmental law, the Non-Commercial Flying Club shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Arkansas’ governmental immunity act or similar statutory provision.

## 8. AVIATION FUELING

### 8.1. General

**Statutes and Ordinances** – Fuel Handling, Refueling Vehicles, and fuel storage facilities at the Airport shall conform to the federal, state, and local statutes and ordinances including without limitation, those prescribed by the State of Arkansas and Authority and appropriate provisions of 14 CFR; A4A 103; Applicable ACs including AC 150/5230-4B “Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports” (as amended), AC 00-34A “Aircraft Ground Handling and Servicing”(as amended), and AC 150/5210-5D “Painting, Marking and Lighting of Vehicles Used on an Airport” (as amended); the Authority’s SWPPP; federal, state, and local statutes and ordinances established by the Environmental Protection Agency (EPA), Arkansas Department Of Energy and Environment, Arkansas Department Of Agriculture , and any other Agency having jurisdiction.

**Fuel Quality Control** – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D910 (Avgas), or ASTM D4814 (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling.

**Diesel Exhaust Fluid (DEF) Contamination** – Personnel are to be trained on the proper storage and handling of DEF to prevent the contamination of Fuel System Icing Inhibitor (FSII) or Jet Fuel. If used in Refueling Vehicles or other ground service equipment, DEF must be stored in a separate cabinet or facility from FSII storage and handling areas should be clearly labeled. All DEF transfers between containers must be handled by trained personnel and logged appropriately.

**Training** – No person shall engage in Fuel Handling until that person is trained. Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.

- Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
- Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
- Records shall be subject to review of and/or inspection by the Authority or other designated representative(s).
- Training shall be performed in accordance with 14 CFR Part 139.

**Standard Operating Procedure (SOP)** – SOP shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34A “Aircraft Ground Handling and Servicing” (as amended). The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures related to fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and fuel storage facilities. The SOP shall be made available to the Authority for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

**Fuel Handling** – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.19. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Unless engaging in Rapid Refueling, Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

- All extinguishers shall be inspected and certified, as required by law, and all personnel involved with fueling or defueling operations shall be qualified and trained to use all fire extinguishers.

The Authority assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.

Prior to engaging in Fuel Handling, entity shall provide the Authority with a written SPCC Plan that meets all applicable federal, state, and local statutes and ordinances. An updated copy of the SPCC Plan shall be filed with the Authority at least 30 calendar days prior to any planned change in operations. A trained person shall be present and responsive while fuel is being transferred into or out of any fuel storage facility or any Refueling Vehicle.

- The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
- The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of fuel is in progress.
- The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

Refueling Vehicles shall be positioned so the vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the Authority and the Fire Department.

Vehicles shall be refueled only at refueling stations approved by the Authority and the Fire Department. In the absence of suitable ground support equipment, a turbine-powered APU mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a fuel vapor ignition source.

The Refueling Vehicle shall be bonded to the aircraft or fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Refueling Vehicles (including fuel tankers) shall only use the entrance, exit, and route designated by the Authority during the transportation and delivery of fuel. Refueling Vehicles (including fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.

Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

**Rotorcraft Rapid Refueling (Hot Fueling)** – In the event Rotorcraft fueling occurs while an onboard engine is operating, an entity must comply with all federal, state, and local statutes and ordinances.

Only turbine engine Rotorcraft fueled with Jet Fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the fuel inlet port(s), vents, or tank openings. An FAA licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process. If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area if needed.

Only designated personnel approved by the Authority, trained in rapid refueling operations, shall operate the Refueling Vehicle. All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the fuel inlet ports shall be closed and shall remain closed during Fuel Handling. Fuel shall be dispensed into an open port from approved type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.

When fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space. The Refueling Vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling Vehicle has been parked and the wheels chocked (maintaining no less than 20 feet between any Rotorcraft rotating component and the Refueling Vehicle). The Refueling Vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering in the vicinity.

### **Refueling Vehicles**

Refueling Vehicles shall be equipped and maintained to comply with all applicable federal, state, and local statutes and ordinances including, without limitation, those prescribed by:

- Arkansas Fire Protection Code;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- Applicable ACs including AC 00-34A "Aircraft Ground Handling and Servicing" (as amended) and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" (as amended).

Refueling Vehicles shall be equipped with metering devices that meet all applicable federal, state, and local statutes and ordinances and shall be bottom loaded.

Only those fuel storage facilities and Refueling Vehicles which are approved by the Authority and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump's rated pound per square inch PSI discharge.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with Universal Fire Code (UFC) Article 24, Division II and Article 79, Division XII.

Refueling Vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling Vehicle. Refueling Vehicles and fuel storage facilities shall be placarded, marked, or color coded in accordance with the Arkansas Fire Protection Code and applicable FAA ACs.

- A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.

#### Storage of Refueling Vehicles

Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.

#### Maintenance of Refueling Vehicles

Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the Authority upon request.

#### **Fuel Storage Facilities**

Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the Authority for all leaks, spills, or other damage that may result from Fuel Handling. fuel storage facilities shall be operated and maintained in accordance with the Arkansas Fire Protection Code and in full compliance with federal, state, and local statutes and ordinances and shall be approved by all Agencies having jurisdiction. fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the Arkansas Fire Protection Code and in full compliance with federal, state, and local statutes and ordinances. Plans for installation and operation of fuel storage facilities shall be submitted to the Authority and the Fire Department and approval shall be received from the Authority and the Fire Department prior to installation and operation.

- All vehicle and/or pedestrian gates leading into fuel storage facilities shall remain closed, locked, and secured except when actually in use.

#### **8.2. Non-Commercial Self-Fueling (Jet and Avgas)**

**Introduction** – Any entity engaged in Non-Commercial Self-fueling of jet and avgas shall comply with this Section and all applicable provisions of Section 8.1 of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an aircraft by the Aircraft Owner or the Owner’s Employee(s) using the Aircraft Owner’s vehicles, Equipment, and resources.

**Permit** – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid Non-Commercial Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the Authority (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee’s obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of aircraft ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the Authority with a copy of the lease or operating agreement.

- The Authority will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all federal, state, and local statutes and ordinances (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the Authority.

**Reporting** – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the Authority identifying the number of gallons of aviation fuel by fuel type: (i) purchased by Self-Fueling Permittee, (ii) delivered to Self-Fueling Permittee’s fuel storage facility, and (iii) dispensed to Self-Fueling Permittee’s aircraft at the Airport and (b) pay the appropriate fees due to the Authority.

Records and meters shall be made available for review by the Authority or its designated representative. In the case of a discrepancy between the amount of fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Self-Fueling Permittee shall promptly pay all additional fees due and owing the Authority, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

**Operations** – Self-Fueling shall be conducted only in those areas designated by the Authority as identified in the Self-Fueling Permit.

- Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.

**Equipment** – Self-Fueling Permittee shall utilize a Refueling Vehicle for dispensing fuel into Self-Fueling Permittee’s aircraft. Refueling Vehicle(s) shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee. Truck-to-truck fuel transfer is prohibited.

Self-Fueling Permittee may utilize a single Refueling Vehicle for each type of fuel to be dispensed as follows:

Refueling Vehicles	
Jet Fuel	
Minimum capacity (gallons)	1,000
Avgas	
Minimum capacity (gallons)	500

- Self-Fueling Permittee’s utilizing off Airport fuel storage must park the Refueling Vehicle off Airport when not in use.

**Fuel Storage Facilities** – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

- off Airport or
- through Self-Fueling Permittee’s fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the Authority.

Self-Fueling Permittee's authorized by the Authority shall lease land and own or lease an above ground fuel storage facility in the designated fuel storage area as follows:

Fuel Storage Facility	
Jet Fuel	
Number of tanks	1
Minimum total capacity (gallons)	8,000
Avgas	
Number of tanks	1
Minimum total capacity (gallons)	8,000

Fuel storage facility shall denote the aircraft FAA N-Number(s) identified on the Self-Fueling Permittee's Self-Fueling Permit with 12-inch characters on each side of the fuel storage facility.

**Limitations** – Self-Fueling Permittee shall not sell and/or dispense fuel to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the Authority. Any such selling or dispensing shall be grounds for revocation of the Permit by the Authority as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon a second violation shall be permanent.

**Public Service Agency** – Entities providing an Emergency Public Service are not required to meet the fueling equipment and storage facility requirements identified in this Section unless fuel is being delivered to aircraft by Refueling Vehicles or through a fixed fueling station.

Fuel storage facilities and delivery of fuel for aircraft operated by Public Service Agency must be approved in writing, in advance by the Authority.

**Insurance** – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- General Liability (Combined Single Limit)
  - Each occurrence – \$1,000,000
  - Unlicensed vehicles – \$2,000,000
- Business Automobile Liability (Combined Single Limit)
  - Non-Movement Area – \$1,000,000
  - Movement Area – \$2,000,000
- Environmental Liability – \$2,000,000

### 8.3. *Non-Commercial Self-Fueling (Mogas)*

**Introduction** – Any entity engaged in Non-Commercial Self-Fueling of Mogas (Mogas Self-Fueling) shall comply with this Section. Non-Commercial Self-Fueling is defined as Fuel Handling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

**Statutes and Ordinances** – Fuel Handling shall conform to all applicable federal, state, and local statutes and ordinances.

**Fuel Quality Control**– Fuel shall comply with the quality specifications outlined in ASTM D4814 without ethanol (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling. Mogas may not be stored at the Airport.

**Training** – Persons engaging in Fuel Handling shall possess a valid and current pilot’s license.

**Fuel Handling** – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.19. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator’s Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Fuel Handling shall not occur while passengers are on board the aircraft. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

- All extinguishers shall be inspected and certified, as required by law.

The Authority assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.

**Permit** – No Aircraft Owner shall engage in Mogas Self-Fueling unless a valid Non-Commercial Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the Authority (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee’s obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of Aircraft Ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the Authority with a copy of the lease or operating agreement.
- The Authority will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all federal, state, and local statutes and ordinances (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the Authority.

**Reporting** – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the Authority identifying the number of gallons dispensed to Self-Fueling Permittee’s aircraft at the Airport and (b) pay the appropriate fees due to the Authority. Records shall be made available for review by the Authority or its designated representative.

**Fueling Operations** – Mogas Self-Fueling shall be conducted only in those areas designated by the Authority as identified in the Self-Fueling Permit.

- Mogas Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.
- Hand or power operated pumps shall be used when using drums or other metal containers.
- Hoses shall be approved for flammable liquids and shall be maintained in compliance with federal, state, and local statutes and ordinances.

**Limitations** – Self-Fueling Permittee shall not sell and/or dispense Mogas to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the Authority. Any such selling or dispensing shall be grounds for revocation of the Permit by the Authority as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon second violation shall be permanent.

#### **8.4. Commercial Self-Serve Fueling**

**Introduction** – Entities using a Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 8.1. of these Rules and Regulations

**Training** – No person shall engage in Fuel Handling until that person is trained or possesses a valid and current pilot’s license.

## 9. APPENDIX A – PMCD GENERAL PROVISIONS

### *A-1. Purpose*

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

### *A-2. Authority of Airport Sponsor and Governing Body*

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the Authority by the Arkansas Code Annotated Title 14 Local Government, Subtitle 22 Airport Facilities Generally, Chapter 22 County and Municipal Airports, Section 22.073 Additional Authorization.

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the Authority by and through the Authority Board.

### *A-3. Applicability*

Provisions of the PMCDs apply within the defined boundaries of the Airport as illustrated in the Airport Layout Plan (ALP) and include all access roads on the Airport.

### *A-4. Statement of Policy*

It is the desire of the Authority to: (a) plan, develop, operate, and manage the Airport in such a manner to ensure the Airport's long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the Authority reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

### *A-5. Non-Discrimination*

No person, in the use of the Airport's land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age, disability, sexual orientation in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable federal, state, and local statutes and ordinances.

### *A-6. Airport Management*

The Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all Authority owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The Authority Board has authorized the Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the Authority. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Director.

### *A-7. Effective Date*

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the Authority, unless repealed by the Authority.

***A-8. Compliance with Statutes, Ordinances, and Agreements***

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable federal, state, and local statutes and ordinances.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the Authority under any existing Agreement.

***A-9. Conflicting Statutes, Ordinances, and Agreements***

If any provision of the PMCDs is found to conflict with any other Authority policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail to the extent permitted by law.

***A-10. Right to Self-Service***

An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with the PMCDs and all applicable federal, state, and local statutes and ordinances.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 8.4 of these Rules and Regulations.

***A-11. Prohibited Activities***

Through-the-Fence activities are prohibited at the Airport.

***A-12. Fines or Penalties***

Entities shall have the responsibility to pay any fine or penalty levied against entity, the Authority, or the Authority Board individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

***A-13. Severability***

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

***A-14. Subordination***

The PMCDs are subject and subordinate to the provisions of any agreement between the Authority and the State of Arkansas or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The Authority recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the Authority over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

***A-15. Notices, Requests for Approval, Applications, and Other Filings***

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the Authority or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided. Operator, Lessee, or Sublessee shall provide notice to the Authority of a change of address within 14 calendar days of change of address.

***A-16. Amendments***

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Authority Board. The Authority Board may provide for public notification of pending supplements, amendments, or modifications to the PMCDs to provide the opportunity for public comment. The Authority Board may issue emergency policies, standards, rules, regulations, or directives from time to time.

***A-17. Variance or Exemption***

The Authority Board may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Director and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought,
- describe the proposed variance or exemption, state the reason for the proposed variance or exemption;
- identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the Authority Board approving or denying a variance or exemption, the Authority shall conduct a review of all relevant information. Approval or denial by the Authority Board of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

- An approved variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Appendix A-18 of these Rules and Regulations.

***A-18. Possible Grounds for Rejecting Application, Variance, or Exemption***

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The Authority may reject any application, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the Authority).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The Authority or the FAA has determined that the proposed activity and/or Improvement would create a safety or security risk or constitute a Hazard, obstruction, or danger to air navigation.
- The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed activity and/or Improvement that the Authority is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activity and/or Improvement is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity or Improvement at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
- The proposed activity and/or Improvement do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity’s occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the federal, state, and local statutes and ordinances of the Authority, any other airport sponsor, the State of Arkansas, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity’s proposed activity or Improvement.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or agreement or sublease at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity or Improvement.
- The entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed activity.
- The Entity or an officer, director, or shareholder has been convicted of a felony.

- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the Authority.
- The entity’s interests and/or the proposed activity or Improvement are inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the Authority; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the Authority.

***A-19. Enforcement***

The Director is empowered by the Authority to require compliance with and enforce the PMCDs. The Fire Department is authorized to enforce all fire and Hazardous Materials related federal, state, and local statutes and ordinances (within jurisdiction). Law Enforcement Officers are authorized to enforce all federal, state, and local statutes and ordinances (within jurisdiction).

Representatives of the Authority, as designated by the Director, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority.

***A-20. Appeals***

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Director within 14 calendar days after such decision is issued. Any claim not timely submitted to the Director is waived.

- The Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Director’s request, or the claim is waived. Thereafter, the Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Director’s written determination shall be final and conclusive unless within 30 calendar days from the date of the Director’s written determination, the party requests, in writing, an appeal to the Authority Board stating specifically all grounds of appeal.

The Authority Board shall use its best efforts to hear any such appeal within 120 calendar days after the Authority Board’s receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Authority Board in its sole discretion.

***A-21. Rights and Privileges Reserved***

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following enumerated reserved rights and privileges, the Authority reserves all the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the Authority (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, DHS, TSA, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The Authority reserves the right for the use of the Airport by others pursuant to applicable federal, state, and local statutes and ordinances pertaining to the Airport and such use.
- The Authority reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall consider the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the Authority that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
- The Authority reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. Except in cases determined by the Authority to constitute an emergency, the Authority will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair
- The Authority reserves the right to prohibit any Entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or User upon determination by the Authority that such Lessee, Sublessee, Operator, Permittee, or User has not complied with these Rules and Regulations, or has otherwise jeopardized the safety or security of Entities or the land and/or Improvements located at the Airports.
- The Authority (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- The Authority reserves the right to prohibit any entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or user upon determination by the Authority that such Lessee, Sublessee, Operator, Permittee, or user has not complied with the PMCDs, or has otherwise jeopardized the safety or security of entities or the land and/or Improvements located at the Airport.

- During time of war or national emergency, the Authority shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the Authority and the United States Government, shall be suspended, without any liability on the part of the Authority.
- The Authority will not relinquish the right to take any action the Authority considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The Authority will not waive any sovereign, governmental, or other immunity to which the Authority may be entitled, nor shall any provision of any Agreement be so construed.
- The Authority will not submit to the laws of any state other than those of the State of Arkansas.
- The Authority is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any proposed Agreement. In addition, the Authority is under no obligation to: (a) pursue federal, state, or other funds to contribute to such development or (b) provide matching funds to secure such funding.
- The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Authority including preserving the assets of the Authority and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals and objectives for the Authority and the Airport.

## 10. APPENDIX B – PMCD DEFINITIONS AND ACRONYMS

### *B-1. Definitions*

Abandoned – Property, other than aircraft or vehicles, that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Affiliate – Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. Control for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the Authority and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet

Group IV: 118 feet up to but not including 171 feet

Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records.

Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the ALP (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Texarkana Regional Airport (TXK).

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and Authority depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Airport Security Badge – A media allowing access to certain parts of the Airport.

Airport Security Program (ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport’s regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Association – An entity legally formed and recognized under the laws of the State of Arkansas having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Based Aircraft – An aircraft identified in an Agreement with the Authority or in a Sublease with an FBO or SASO.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Capital Investment – Any Authority approved expenditure made by a Lessee to: (a) the Lessee’s Leased Premises which will, at the end of the term of the Agreement, revert to the Authority and/or (b) Airport Infrastructure which will immediately revert to the Authority.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the Authority providing evidence of the insurance coverages and policy limits.

City of Texarkana, Arkansas Police Department (Police Department) – The City of Texarkana, Arkansas Police Department provides law enforcement services as well as several other community services to the Authority.

Co-Op fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner’s Employee using vehicles, Equipment, and resources owned by an approved Association.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the

entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Competitive Proposal Process – A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Condemnation – The taking of land and/or Improvements for any public or quasi-public use under any Legal Requirement or by the right of eminent domain.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current – All rents, fees, and other charges required to be paid under any and all Agreements are paid in full.

Drop Zone - intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Executive Director (Director) – That person (or designated representative thereof), appointed by the Authority, responsible for the administration and day-to-day operation and management of the Airport, all Authority owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Authority's Minimum Standards.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

Good Standing – Full compliance with all applicable federal, state, and local statutes and ordinances and not in default of any Agreement with the Authority.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Hangar Keeper’s Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

Immediate Family – Individual with any of the following relationships to tenant: (1) spouse and parents thereof, (2) sons and daughters, and spouses thereof, (3) parents, and spouses thereof, (4) brothers and sisters, and spouses thereof, (5) grandparents and grandchildren, and spouses thereof, and (6) domestic partner and parents thereof, including any domestic partners of any individuals in Items (2) through (5) of this definition.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, nav aids, airport roadways, utilities, etc.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the ALP used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Leasing Policy – PMCD that sets forth the parameters for leasing Airport land and Improvements, as may be amended from time to time.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Lessee.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA, which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Limousine – A vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one’s presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the Authority) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards – PMCD that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Lessee – An entity that either owns or leases and operates aircraft for private purposes. In the case of a business, the operation of aircraft must be an ancillary activity to support the business's purposes by providing private transportation for the exclusive use of its Employees, agents, and/or customers. In all cases, the Non-Commercial Lessee neither offers nor engages in Commercial Aeronautical Activities.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of Arkansas that collectively owns and operates aircraft and restricts membership from the public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Notice to Air Mission (NOTAM) – Guidelines regarding aeronautical operations issued by a representative of the FAA, Airport Operations, ATC, or other authorized Agency.

Object Free Area (OFA) - An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operator – An entity that has entered into an Agreement to engage in Commercial Aeronautical Activities at the Airport.

Passenger Terminal Building – The building at an airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished for Commercial Air Carrier activities.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has entered into an Agreement to conduct an Activity at the Airport.

Primary Management Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the Authority, as may be amended from time to time, including Rules and Regulations, Leasing Policy, Minimum Standards, and Development Standards.

Private Vehicle – Any vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the public. Such areas include concessionaire shops, restrooms, Passenger Terminal Building lobbies, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those paved areas of the Airport within the AOA designated by the Authority for parking, loading, unloading, fueling, or servicing of aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable federal, state, and local statutes and ordinances) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage, or placards.

Rules and Regulations – PMCD that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

Secured Area – A portion of an airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under 49 CFR Part 1544 or 1546 enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA) – A portion of the AOA identified in the Airport Security Program where each person is required to continuously display, on their outermost garment, an airport approved identification medium unless under Authority approved escort.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling – The Non-Commercial fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's vehicles, Equipment, and resources.

Skydive/Parachute Jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of Authority staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (SPCC) – A written contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.

Texarkana Regional Airport Rescue and Fire Department (Fire Department) – The Authority Fire Department providing aircraft rescue and fire services as well as several community services to the Authority.

Sterile Area – The area in the Passenger Terminal Building beyond the security screening checkpoint(s).

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an entity with a Lessee that transfers rights or interests in the Lessee’s Leased Premises and for which, the Authority has given proper consent.

Sublessee – An entity that has entered into a Sublease with a Lessee that has been properly consented to by the Authority.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Tenant – A person, Association, or entity that has entered into an agreement with either the Authority or Operator to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the airport’s property boundary to the airport’s airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not a Based Aircraft.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

**B-2. Acronyms**

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ACM	Airport Certification Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATC	Air Traffic Control
Avgas	Aviation Gasoline
CFR	Code of Federal Regulations
CVO	Commercial Vehicle Operator
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
FY	Fiscal Year
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice To Air Mission
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association