



Bentonville Municipal Airport
Advisory Board Meeting
Thursday, August 26, 2019 – 1:00 pm
Community Development Building
305 SW “A” Street
Bentonville, AR 72712

MINUTES – AUGUST 26, 2019

Dr. Richard Ham, Chairman, led the room in the Pledge of Allegiance, and called the meeting of the Airport Advisory Board to order at 1:00 pm.

Present at the meeting: Dr. Richard Ham - Chairman, Rick Simmons - Vice-Chair, Chris Faulhaber - Secretary, Chuck Chadwick - Airport Manager, Michael Frost, Lisa Kelley, Octavio Sanchez, Ex Officio Member, and Beverly Shepherd - Administrative Assistant.

Others in attendance: Adam White – Garver, Chad Cox, Phillip Johnson, and, Will Gunselman. Visiting the meeting was Matt Blaty.

Old Business

1. Approval of Minutes from August 1, 2019

Chairman Ham asked for any questions from the board members regarding the minutes from the last meeting held on August 1, 2019. There was none. Chairman Ham called for a motion to approve.

MOTION: Rick Simmons offered a motion to approve the minutes from the August 1, 2019, meeting. Chris Faulhaber offered a second to the motion. Motion carried.

2. Geese Problem - Update – *Dennis Birge & Mike Frost*

Chuck Chadwick gave a brief update on this matter. He mentioned he attended a goose dog demonstration at the airport early one morning recently. He said that it was outstanding. The dog worked well with dispersing the geese. He said we are working to go into a partnership with Parks Department and the Police Department, and are

searching for funding to do this. The approximate cost of the dog is around \$5500.00. There would also be other costs to consider, such as training for each individual that would handle the dog.

New Business

1. City of Bentonville, *Charles Chadwick, Airport Manager*

A. City Update – Charles Chadwick;

C. Maintenance Service Agreement – Charles Chadwick

Mr. Chadwick said they are still working on getting him a permanent location on the airfield. He said that would probably be in the old terminal building. Communication is going well between the City and the FBO, Tailwind, VBT, Lonesome Tree, etc., and is seeming to be more like a teamwork partnership.

Mr. Chadwick spoke about the Maintenance Services Agreement between The Tailwind Aviation Foundation, Inc., and the City of Bentonville. He went over some particulars of the agreement, and said that he had added some extensive language in Paragraph 1, and went over that.. Mr. Chadwick asked the board to approve the agreement, and that if they did, it would go to City Council at the next meeting on Tuesday, August 27th.

Dave talked about the mowing, and safety operations they have implemented, and said that they are exceeding what the City expects.

MOTION: Chris Faulhaber made a motion to approve Maintenance Services Agreement, as presented. Mike Frost gave his second to the motion. Motion carried.

A copy of the agreement is included with these Minutes.

Dr. Ham asked for an approximate date the Turf Runway could be operational. Mr. Chadwick deferred to Dave Powell. Dave said most of the work is complete, with just a few other things to do. When the sod is in and set, they are looking at September 30th.

Mr. Chad mentioned that Kathy Franklin with the FAA is not really asking for much to be done to be able to opens – get NOTAMs in place and get an education brochure, and that will be complete.

*B. Posting of Airport Standards of Operation, Ordinance, Etc.
Charles Chadwick and Lisa Kelley*

Charles Chadwick and Lisa Kelley met with Camille Thompson. Camille told them the city is trying to do a new codification of the airport. She has already done quite a bit of this. She will send Mr. Chadwick a copy of what she has done and then he and Lisa will discuss this further to see if we need to add anything else.

2. Engineering and Construction, *Adam White, Garver Engineers*

Adam White from Garver Engineers appeared, and gave an update on the current open projects with the City. He provided a handout with the updated schedule. It is attached hereto, and made a part of these minutes.

Projects included:

Runway Rehabilitation – Seal coat and markings went down. The process went great. Close-out expected in mid-October.

East Taxiway Extension (North) – Construction to start October 7, 2019.

Runway 18 Turnaround & Access Tunnel – Pre-Construction should be in early October. This is a private funded project. Adam showed some pictures of the proposed tunnel. Lisa Kelley asked what might be done if people just hang around in the tunnel in the dead of night. Adam indicated that there will be cameras and lights on always. Also, there will be city personnel available to make sure people do not stay in the tunnels. The cameras will be monitored by the City.

Game Composite Hangar – This project is on hold at present. If there are wetlands, we will have to get a permit through the Corp of Engineers. This could delay the project approximately 6 months.

Flight Center Parking Expansion – Curb is being placed. Paving scheduled for next week. This project adding 44 parking spots.

PAPI Construction.- This project is on hold. We did not get the grant in August from the ADA. Hoping to get a grant in September. On standby for now.

East Taxiway Construction (South) – We have an FAA grant, approved by City Council and sent back to FAA. Design was approved by City Council. Hope to get a grant for construction next summer.

Adam talked to Dennis Birge last week about some additional signage on the West side at the Turf Runway. The signs are being manufactured and will be installed soon.

Chad Cox offered a statement giving Adam White “kudos” for doing work that is typically left to construction people. Charles Chadwick made the comment that Adam is on top of all of these projects. He has been a great help to the City.

3. Summit Aviation/FBO – *Phillip Johnson, Summit Aviation/FBO*

Phillip Johnson appeared. He stated that there was nothing to report at this time. He will come prepared to talk about the fuel numbers at the next board meeting.

4. Turf Runway/Tailwind Update – *Dave Powell*

Dave Powell mentioned that they are having their Take Off For Kids fundraiser on Saturday, September 14, 2019.

Dr. Ham said that if you have interest in drone operations, he said that there were four (4) waivers for individuals flying drones inside the Class E in Bentonville. Bentonville Airport was not notified. This is something that needs to be watched. There is increased drone operations, and the pilots and flying community need to be aware of it.

Mr. Chadwick asked Dr. Ham if he would feel comfortable putting on an event for the public, at possibly the Fieldhouse, and making a presentation on drone operations. Dr. Ham said he would be glad to.

Other Business

1. Schedule September, 2019, AAB Meeting

NO SEPTEMBER MEETING

Next Regular Meeting Day: Thursday, October 3, 1:00 pm

2. Special Presentation to Chris Faulhaber, Secretary – Airport Authority Board
Term Expires: 09-30-2019

Charles Chadwick made a presentation of a Certificate of Appreciation to Chris Faulhaber for his six (6) years of service on the Airport Advisory Board. He said that Chris is welcome back anytime, and to offer his input to this Board, because he will make us better. Dr. Ham thanked Chris for his years of service.

3. Adjournment

As his last action as a member of the Board, Chris Faulhaber made the motion to adjourn. Rick Simmons gave his second. Motion carried and the meeting adjourned at 2:05 pm.

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MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT (this “**Agreement**”) dated effective as of _____ (“**Effective Date**”), is between **THE TAILWIND AVIATION FOUNDATION, INC.**, an Arkansas based 501(c)3 non-profit organization (“**Tailwind**”), and the **CITY OF BENTONVILLE, ARKANSAS** (“**City**”).

RECITALS

- A. City is the owner and operator of the Bentonville Municipal Airport (KVBT) located in Benton County, Arkansas (“**Airport**”).
- B. Tailwind has contributed to the development of the Airport’s turf runway and outdoor pilot area, and wishes to see them maintained to a high standard.
- C. Tailwind and City together seek to find a cost-effective and efficient solution to maintaining the turf runway and outdoor pilot area.
- D. In consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **LANDSCAPE & MAINTENANCE SERVICES.** Tailwind hereby agrees to perform or have performed landscape & maintenance services (“**Services**”) upon the Airport turf runway and outdoor pilot area as shown in Exhibit A attached hereto (“**Service Area**”). Such services will be provided at a level of care matching or exceeding City maintenance of City property at the Airport.
2. **LICENSE.** City hereby grants to Tailwind and its authorized agents the right and license to enter the Service Area and perform the Services in a reasonable manner.
3. **COSTS.** Tailwind will be responsible for costs associated with performance of the Services.
4. **TERM.** Services will be provided by Tailwind or its authorized agents to City on an as-needed basis beginning on the Effective Date and continuing for one year, unless terminated earlier by the parties (“**Service Period**”). The Services will be extended beyond the Service Period automatically on a year-to-year basis. Either Tailwind or City may terminate this Agreement at any time for any reason upon ten (10) days’ written notice to the other party.
5. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement should be construed to create a partnership, joint venture, or employment relationship. The manner and means by which Tailwind chooses to complete the Services are in Tailwind’s sole discretion and control. In completing the Services, Tailwind agrees to provide its own equipment and labor at its own expense. Tailwind shall be free at all times to arrange the time and manner of performance of the Services. Tailwind is not required to maintain any schedule of duties or assignments. Tailwind is not authorized to represent that it is an agent, employee, or legal representative of City. Tailwind is not

authorized to make any representation, contract or commitment on behalf of City or incur any liabilities or obligations of any kind in the name of or on behalf of City.

6. **MISCELLANEOUS.**

- a. **Insurance.** Tailwind agrees to obtain and maintain, at its cost, liability insurance during the Service Period. Airport Policy No: AP 01160601 has been obtained with Old Republic Insurance; City of Bentonville as additional named insured. A copy of said Certificate of Insurance is attached hereto, marked Exhibit "B", and made a part hereof.
- b. **Entire Agreement: Amendment.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended, modified or supplemented by the parties hereto in any manner, except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized officers or representatives.
- c. **Waiver.** The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach or non-compliance of this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance.
- d. **Assignability.** This Agreement shall not be assignable without written mutual agreement by the parties hereto.
- e. **Governing Law.** This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Arkansas. Any suit involving this Agreement shall be brought in the state or federal courts for Benton County, Arkansas. The parties agree that venue shall be proper in such courts and that such courts will have personal jurisdiction over them.
- f. **Notices.** Any notice to be given herein shall be in writing and shall be deemed effectively given on the earlier of the day personally delivered, three (3) business days next following the day when deposited in the United States Mail, or the next business day following transmission via email. Rejection or other refusal to accept the inability to deliver because of a changed address of which the other has no knowledge shall be deemed to be receipt of the notice sent.
- g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.
- h. **Captions.** The captions appearing under the paragraph number designation of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective for all purposes as of the Effective Date.

TAILWIND:

THE TAILWIND AVIATION FOUNDATION, INC., an Arkansas based 501(c)3 non-profit organization

By: _____
Name: _____
Title: _____
Date: _____

CITY:

CITY OF BENTONVILLE, ARKANSAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A





OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

**CITY OF BENTONVILLE
117 W. CENTRAL AVENUE
BENTONVILLE, AR 72712**

The following policy(ies)
Have been issued to:

**TAILWIND AVIATION FOUNDATION, INC.
2205 SW I STREET
BENTONVILLE, AR 72712**

AIRPORT POLICY INFORMATION:

AIRPORT POLICY NO: AP 01160601 **POLICY PERIOD:** FROM: August 7, 2019 TO: August 7, 2020
THIS COVERAGE IS EFFECTIVE 12:01 A.M. August 7, 2019
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

		LIMITS OF LIABILITY	
<input checked="" type="checkbox"/> Comprehensive General Liability	\$ CSL	Each Person \$ 1,000,000	Each Occurrence*
<input type="checkbox"/> Completed Operations / Products Liability	\$	Each Person \$	Each Occurrence*
<input type="checkbox"/> Hangarkeepers Liability	\$	Each Person \$	Each Loss*
<input type="checkbox"/> Premises Medical Payments	\$	Each Person \$	Each Accident*
<input type="checkbox"/> Not Applicable	\$	Each Person \$	Each Loss*

DEDUCTIBLES:

- Hangarkeeper's Liability \$ Each and Every Loss
- Premises Liability \$ Each claim with respect to Property Damage

*Refer to the Policy; an annual aggregate limit may apply to some coverage(s).

THIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage, and included as an additional insured.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value.
- Included as an Additional Insured on Airport Liability Coverage but only as respects to the Maintenance Services Agreement between Tailwinds Aviation Foundation, Inc. and the City of Bentonville, Arkansas.
- Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation and - ten (10) days for nonpayment of premium - of any policy above.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative, or producer.

Agency Name: JAMES A. GARDNER COMPANY, INC.
Agency Phone: 678-983-4482

Date: August 14, 2019



OLD REPUBLIC AEROSPACE, INC.

OLD REPUBLIC AEROSPACE, INC. Representative:

1990 VAUGHN ROAD, SUITE 350, KENNESAW, GA 30144 | PH: (770) 590-4950 | FX: (770) 590-0599

APCOI (02-16)

EXHIBIT B

Project Task	Runway Rehabilitation		East Taxiway Extension (North)		Runway 18 Turnaround & Access Tunnel		Game Composites Hangar Facility		Flight Center Parking Expansion		PAPI Construction		East Taxiway Extension (South)	
Site Investigations											11/1/2019	9/1/2019		
Conceptual Meeting w/ City											11/1/2019	10/1/2019		
Preliminary Design											12/1/2019	11/30/2019		
Preliminary Design Review											12/15/2019	12/30/2019		
Final Design						TBD					1/15/2020	2/28/2020		
Final Design Review			9/16/2019		TBD						1/30/2020	3/29/2020		
Bidding			N/A		N/A						2/1/2020	5/1/2020		
Grant Award			N/A		N/A						TBD	6/15/2020		
Construction Contract			N/A		N/A						3/15/2020	8/1/2020		
Preconstruction		9/26/2019		9/26/2019		N/A					4/1/2020	9/1/2020		
Construction Start		10/7/2019		10/7/2019		TBD					5/1/2020	10/1/2020		
Construction Complete	9/25/2019	1/5/2020	1/5/2020	1/5/2020	TBD						5/31/2020	1/29/2021		
Grant Closeout	10/15/2019	N/A	N/A	N/A	TBD						6/30/2020	3/30/2021		

