



Bentonville Municipal Airport  
Advisory Board Meeting  
Thursday, 01-16-2020 – 1:00 pm  
Community Development Building  
305 SW “A” Street  
Bentonville, AR 72712

### MINUTES

Call to Order & Pledge of Allegiance – Dr. Richard Ham, Chairman, opened the meeting at 1:00 pm with the Pledge of Allegiance.

Board Members in Attendance: Dr. Richard Ham – Chair, Rick Simmons, Vice-Chair, Michael Frost, Lisa Kelley, Dennis Cherry, and Octavio Sanchez – Ex Officio.

Others in Attendance: Charles Chadwick - Airport Manager, Beverly Shepherd - Administrative Assistant, Dan Weese, City Engineer, Chad Cox (& Rachel), Chris Maestri – Garver, Will Gunselman, and Dave Burris.

### **Old Business**

1. Approval of Minutes from December 5, 2019

**MOTION:** Rick Simmons made a motion to approve the minutes of the December 5, 2019 meeting. Dennis Cherry gave a second. No discussion. Motion approved.

2. Geese Problem Update – *Dennis Birge*
  - a. *Update - Funding for Dog (Bird Control)*

Charles Chadwick gave a brief update for Dennis Birge, who could not be at the meeting. The goose dog handler is set to start employment with the City of Bentonville on February 3, 2020. He is a retired police-canine officer and certified with State drug dogs. The Airport will share the handler with the Police department, the Parks department. The Court system has been in need of a part-time bailiff (a required 12 hour duty) for a long time, and this person will fill that position, as well. He will then dedicate the balance of his time to the Airport until such time as they feel that the perimeter of the Airport has been taken care of, and then he will start working for the Parks Department, and then with the Police Department. The training dog that we are supposed to get should be here by the end of February. Then we should get our city dog here about 60 days after that. Mr. Chadwick commended Dennis Birge on a job well done with getting the dog and handler together in the time-frame, and with the funding issues that we had to work through.

Chairman Ham asked if we would keep records of the dog and handler. Mr. Chadwick said he did not have all of the answers, but did think that we would keep records justifying having the dog, and of the handler's position. At this time, Mr. Chadwick introduced Dan Weese, the new City Engineer for Bentonville. Mr. Weese mentioned that there has been some discussion about record keeping. He said that we would look for ways to track and record the number of geese at the airport. Dr. Ham said he would send Mr. Weese some information about record keeping on dogs/handlers, that should prove helpful. Dr. Ham would like us to have information that we could take to city council in the future that would justify having the dog and handler. Dr. Ham would also like to have the dog and handler at a future board meeting. Mr. Chadwick said that by the March meeting, we could have the handler, and possibly the dog with us. It was mentioned that we might have that meeting at the Fieldhouse.

### 3. West Summit Hangar Update – Dave Burris, Burris Architecture

Dave Burris appeared before the board to give a quick update. He said that the Planning Commission has approved everything, and they expect to be pulling a building permit in the next few weeks. Construction should begin in February. He said the only item they might want to discuss today is the removal of the dirt. Mr. Chadwick reported that the digging had already started, but has since stopped. Dan Weese explained that we have a one-year exclusive contract with a person to move the dirt. If he doesn't start again soon, then they will need to revisit this matter.

Dennis Cherry asked about the color palette. Mr. Burris thought that there was a sub-committee being formed and asked if he could address this with them. Mr. Chadwick explained that the color palette issue is a separate issue than the hangar, but that it could be addressed. Lisa Kelley and Dennis Cherry met and reviewed the color palette given to them, the existing structures on the premises, and what some other airports across the country are doing in this regard. They passed out a handout regarding the research they had done, and listed their recommendations. (See attached handout).

Mr. Chadwick would like their recommendations to be put in written form and in color, to run by the Planning Commission to see what they think. Mr. Burris would like to meet with Ms. Kelley and Mr. Cherry at his office and discuss their recommendations further, and modify the document together with them. Then that document will represent the draft that goes out for review. Mr. Chadwick asked if it could be done in time to present to this board for a recommendation one-way or the other, at the meeting in February. After that, it would be taken to the Planning Commission. Dr. Ham said he was confident that Ms. Kelley and Mr. Cherry could handle this and pass it on to the City Council. Mr. Chadwick said there was no hurry to get this done, but discussed when the deadlines were for City Council.

**MOTION:** Michael Frost made a motion that Lisa Kelley and Dennis Cherry take this and run with it, and that whatever they come up with, it will be fine with the rest of the board. Rick Simmons gave a second. Motion passed.

### **New Business**

1. City of Bentonville, *Charles Chadwick, Airport Manager*
  - A. *Assignment of Lease & Lease Amendment (BBI Investments)*

Mr. Chadwick brought a First Amendment to Lease, and an Assignment and Assumption Agreement to the board for approval. He already has these on the next City Council Agenda, but needs the board's approval beforehand. The First Amendment to Lease is regarding the Lease that the City had with BBT Investments, having to do with the Parnell hangars. BBT Investments has asked that they be able to

assign their lease to VBT, LLC, so that VBT, LLC, could proceed with plans to build one single large hangar to house bigger planes. He said that he had talked with city staff, and that they believe that it is in our best interest to allow this to happen, and then to allow the Assignment of Lease to occur. *A copy of this First Amendment to Lease is attached to these minutes.*

**MOTION:** Lisa Kelley made a motion that the board accept the First Amendment to Lease, and the Assignment and Assumption Agreement, as presented. Rick Simmons gave a second to the motion. Motion approved.

Mr. Chadwick also brought before the Advisory Board a memorandum from Chip Gibbons, Chief Instructor at Summit Aviation Flight School. At the November 2019, meeting, Mr. Gibbons asked the Advisory Board to reconsider previous plans to demolish the two east side taxiways, once the east side taxi extension Bravo is complete, citing safety as his primary concern. The Advisory Board asked Chip for more detailed information supporting the Flight School's concerns. Mr. Gibbons' memo is attached hereto.

Chip Gibbons, Dave Powell, and others, had concerns about demolishing both runways. They would like one of the two runways set for demolition to be salvaged and used for planes to "exit" the runway only, and not as an "entrance" to the runway. Chip did a study on this, hoping to encourage the FAA to approve us maintaining at least one of those connecting taxiways.

Mr. Chadwick would like to make an argument to the FAA regarding this matter when Glen Boles and Kathy Franklin come down to look at the tunnel access project. They have not been made aware of this proposed change as of yet.

Chad Cox thinks that we should hold off, have a discussion with the FAA first to see how they might respond to this, before going any further with the request.

Mr. Chadwick would like to have a recommendation from the Advisory Board for him to approach the FAA about the request. .

**MOTION:** Dennis Cherry made a motion that we approve Chuck Chadwick to talk to the appropriate people to address this issue with the purpose of retaining the southern east taxiway. Michael Frost gave a second. Motion approved.

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

Chris Maestri appeared for Adam White today to give an update on the ongoing projects.

**RUNWAY REHAB PROJECT:** This is a State funded project and they are just waiting on final pavement markings for the runway. Finishing this project is all dependent on the weather, and they are still waiting on a good day.

**EAST TAXIWAY EXTENSION (South):** This is an FAA grant that is currently in the design process. Some of the design dates have shifted a little bit, but it is on board for Grant Award/Application date from the FAA on June 15, 2020.

**EAST TAXIWAY EXTENSION & RUNWAY 18 TURNAROUND (North) (Private Funding):** They are waiting for construction to get started. It is set for January 27, 2020. They are just waiting on submittals from the contractor and then it can start.

ACCESS TUNNEL (Private Funding): This has been sent to the FAA for review, and so far, everything they have heard from them has been positive. Mr. Chadwick said that the response has been somewhat positive, but still some issues. The main issue is the access control on the east side, and whether or not there is going to be the spur that goes out to allow for possible future access to the trail system. We have invited them to come up here and look at this area. Glen Boles, and probably Kathy Franklin, would like to do this. We do not have a firm date on this as of yet. Mr. Chadwick feels positive about this once they see this area, and understand what we have planned. Chad Cox gave a brief description on the access gate and how it would work. The tunnel is 12' wide and 10' tall.

GAME COMPOSITES HANGAR FACILITY (Private Funding): This has made it through Large Scale Development approvals and submittals. They are just waiting on the Corp of Engineers' determination of the wetland in that area. Once they get that, construction can move forward.

FLIGHT CENTER PARKING EXPANSION (Private Funding): This project is finally complete and will be off this list next month.

GAME COMPOSITES MAINTENANCE FACILITY (Private Funding): They have just gotten approval to start looking into this. They will have a meeting with the owner in the next few weeks to see exactly what it is that they want to do. Mr. Chadwick said there will have to a Through the Fence Agreement on this one.

EAST HANGAR CONSTRUCTION (Private Funding): This involves the removal of a T-hangar. We had our pre-application meeting yesterday, and are on track for our initial LSD submittal on the 27<sup>th</sup>. If that goes well, they will look to start construction in mid-April.

WEST TAXIWAY LIGHTING REPAIRS: This project is not listed on the handout. They are still waiting on the repairs. They have been in contact continuously with the contractor for this project. They originally thought the problem was the wire-connecting kits between lights. However, it was determined that the problem was a regulator issue and they needed a new control board for it. They got the parts and then found out that were the wrong ones, and had to be re-ordered. We are waiting to hear from them.

### 3. Summit Aviation/FBO – *Chad Cox, Summit Aviation/FBO*

Chad Cox appeared before the Advisory Board. He welcomed Dan Weese to the team. He then introduced "Rachel", who helps him with communication, and scheduling. He commented on the color palette, and gave his thoughts on the recommendations that were given earlier.

He mentioned that they had a soft opening of the turf runway where the Mayor, Chuck and Chip flew in. They would like to go ahead and add to the AWOS recording to have pilots check the condition of the turf runway and instructions on how you check it. He thinks that would add safety to landings on the turf runway. One of the ways they could check would be to sign up for the website that Chip Gibbons created. Mr. Chadwick said they could also do a flyover. This would put the onus on the pilot to be safer.

Chad said we were up 26% fuel flowage from last year. That is 160,000 gallons. We have a well-balanced fleet mix. It is not all small piston aircraft, and not all big jets. He mentioned that they have purchased a defibrillator. Jordyn Haught has been appointed the Flying Club Director. She kept things going after Phillip left and did a great job. Chad mentioned having a few gate issues in the cold weather, but that they were taken care of promptly, and thanked the city for this.

Chip Gibbons is not the chief at the Flight School any longer. He has moved over to a role where he is putting more focus on the network of airstrips in the Ozarks, and the systems in place. He went to school for statistics, and writes code, also. Chad said Chip is more suited to help with special projects, but he is still with us.

Caio Campos, one of our instructors, is now the chief of the Flight School. He is dedicated to customer service, and that because of Caio, they have 120 active students. Their waitlist is at 211. Chad mentioned that they have a new 172 aircraft, and have added a Red Bird Simulator.

Chad told the board that he is looking at April 25, 2020, to have a car show. He said they would shut down the apron. The airport would still stay open, but would be cordoned off from the public. Each time they do this type of event, they work with the city, Traffic and Signage Committee, and the police to get approval. He just wanted to make sure that the board was aware of their plans now.

4. Turf Runway/Tailwind Update

Chad covered this section above.

**Other Business**

1. Schedule February, 2020, AAB Meeting

***Proposed Meeting Day: Thursday, February 6, 2020 @ 1:00 pm***

The board agreed to the next meeting being Thursday, February 6, 2020, at 1:00 pm.

2. Adjournment

**MOTION:** Rick Simmons made a motion to adjourn the meeting. Lisa Kelley gave a second. Motion approved.

Meeting adjourned at 2:31:33.

###

# AIRPORT ADVISORY BOARD ATTENDANCE LIST

DATE: Jan 14

| NAME                                   | PRESENT | ABSENT |
|----------------------------------------|---------|--------|
| Richard Ham - Chairman                 | ✓       |        |
| Rick Simmons - Vice-Chair              | ✓       |        |
| Dennis Cherry - Member                 | ✓       |        |
| Mike Frost - Member                    | ✓       |        |
| Lisa Kelley - Member                   |         |        |
| Octavio Sanchez, Ex Officio Member     |         |        |
|                                        |         |        |
| Charles Chadwick – Airport Manager     | ✓       |        |
| Beverly Shepherd, Administrative Asst. | ✓       |        |
|                                        |         |        |
| <del>Dan Wease</del>                   |         |        |
| <del>Dennis Birge - COB</del>          |         |        |
| Ellen Norvell - COB                    |         | ✓      |
| Travis Matlock - COB                   |         | ✓      |
| Chad Cox – Summit                      | ✓       |        |
| Adam White - Garver                    |         | ✓      |
| Chris Townsley                         |         | ✓      |
| Chip Gibbons                           |         | ✓      |
| Will Gauselman                         | ✓       |        |
| <del>Mary Jordan - Reporter</del>      |         | ✓      |
| Chris MAESTRI Garver                   | ✓       |        |
|                                        |         |        |
|                                        |         |        |
|                                        |         |        |

## AAB Color Palette

Per the Board's request, Dennis Cherry and I reviewed 1) the palette given us; 2) the existing structures on the premises; and 3) what some other airports across the country are doing in this regard. We ask that the Board consider accepting the palette as given, with these amendments:

1. Correcting the spelling errors (AR, Palette, Guideline);
2. Reducing the number of options from the Primary Field Color and Trim Color (we suggest removing the darkest color from each on the far left);
3. Identifying one accent to be required on each building going forward for unity [we suggest the first wooden Accent Material on the bottom far left column, and perhaps one unifying accent color for future branding in a shade (we liked green) the Board/design team/architect may select].

## Bentonville Ar AAB Color Pallet Guideline

The collection of colors shall be used for reference, final colors to be selected by the design team and submitted to the AAB for approval

### Primary Field Color -



### Trim Color -



Accent colors no more than 25%

### Accent Material Color Range-



### Accent Material Color Range-



### Accent Material Color Range-



| Project Task          | Runway Rehabilitation<br>(ADA 80-20 Grant) |           | East Taxiway Extension (South)<br>(FAA Grant) |           | East Taxiway Extension & Runway 18<br>Turnaround (North)<br>(Private Funding) |     | Access Tunnel<br>(Private Funding) |     | Game Composites Hangar Facility<br>(Private Funding) |     | Flight Center Parking Expansion<br>(Private Funding) |     | Game Composites Maintenance Facility<br>(Private Funding) |     | East Hangar Construction<br>(Private Funding) |           |
|-----------------------|--------------------------------------------|-----------|-----------------------------------------------|-----------|-------------------------------------------------------------------------------|-----|------------------------------------|-----|------------------------------------------------------|-----|------------------------------------------------------|-----|-----------------------------------------------------------|-----|-----------------------------------------------|-----------|
|                       | Site Investigations                        |           |                                               |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     |                                               |           |
|                       | Conceptual Meeting w/ City                 |           |                                               |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     |                                               |           |
|                       | Preliminary Design                         |           | 2/15/2020                                     |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     |                                               |           |
|                       | Preliminary Design Review                  |           | 3/1/2020                                      |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | 1/27/2020                                     |           |
|                       | Final Design                               |           | 4/30/2020                                     |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | 2/18/2020                                     |           |
|                       | Final Design Review                        |           | 5/15/2020                                     |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | 3/3/2020                                      |           |
|                       | Bidding                                    |           | 5/30/2020                                     |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | N/A                                           |           |
|                       | Grant Award                                |           | 6/15/2020                                     |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | N/A                                           |           |
|                       | Construction Contract                      |           | 8/1/2020                                      |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | N/A                                           |           |
|                       | Preconstruction                            |           | 9/1/2020                                      |           |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | 6/4/2020                                      | 4/2/2020  |
|                       | Construction Start                         |           | 10/1/2020                                     | 1/27/2020 |                                                                               |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | 6/15/2020                                     | 4/15/2020 |
| Construction Complete | TBD                                        | 1/29/2021 | 4/26/2020                                     | 5/30/2020 | 7/14/2020                                                                     |     |                                    |     |                                                      |     |                                                      |     |                                                           |     | 11/12/2020                                    | 9/12/2020 |
| Grant Closeout        | 1/31/2020                                  | 3/30/2021 | N/A                                           | N/A       | N/A                                                                           | N/A | N/A                                | N/A | N/A                                                  | N/A | N/A                                                  | N/A | N/A                                                       | N/A | N/A                                           | N/A       |



**FIRST AMENDMENT  
TO  
LEASE**

THIS FIRST AMENDMENT TO LEASE ("**Amendment**") is made and entered into effective as of January 31, 2020, by and between the **CITY OF BENTONVILLE** ("**Lessor**"), and **BBT INVESTMENTS, LLC**, an Arkansas limited liability company (the "**Lessee**"), amending the Bentonville Municipal Airport Land Lease Agreement between them dated May 15, 2019 (with an effective date of July 1, 2019) (the "**Lease**").

WHEREAS, Lessor and Lessee are agreeable to amending the Lease so that in connection with the assignment of the Lease to VBT, LLC, a Delaware limited liability company, pursuant to the Assignment and Assumption Agreement, for which Lessor has consented, and as a condition to such Assignment and Assumption Agreement, (i) the building materials specified in Paragraph 3.2.1(c) are amended, and (ii) the periods specified in Paragraph 6.2 of the Lease refer to and run from the date of execution of this Amendment rather than the effective date of the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, promises and the payment set forth below, the parties agree as follows:

1. Effective as of the date hereof, the following amendments are made to the Lease:

a. The recital on page 1 be amended to read:

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately +/- 18,000 square feet identified as:

**See EXHIBIT A attached hereto or as may be more precisely reflected in an appropriate addendum.**

b. Paragraph 4 be amended so that its reference to sixteen thousand square feet be amended to read "approximately eighteen thousand square feet."

c. Paragraph 3.2.1(c) be amended so that the said section be amended to read:

**BUILDING MATERIALS AND METHODS.** Lessee agrees to use high quality materials in the construction of the hangar building and the improvements therein, including but not limited to a minimum of 26 gauge metal sheeting for roof and walls. Additionally, the hangar building will be insulated with four-inch vinyl reinforced insulation. The hangar door on the hangar will be an aircraft quality, bottom rolling hangar door with motorized assistance. To protect the long-term integrity of the building, the hangar door will be properly weather-stripped to protect against rain, snow sand, birds and other animals.

Lessee shall install in the hangar, R-panel style liner panels along the bottom 6-foot of the interior of all exterior walls. This addition will help protect against insulation deterioration and damage, allowing for longer life of the product.

All materials will be of high quality standard building materials and with the highest quality of craftsmanship. The hangar will have concrete for the flooring material.

The exterior of the hangar will include landscaping and potentially parking on the street side.

- d. Paragraph 6.2 be amended so that the said paragraph be amended to read:

6.2 The Lessee, within four (4) months of the date of execution of the First Amendment to this Lease Agreement by Lessor, entered into between the parties hereto, ("Amendment Date"), shall submit to City Staff or the Airport Advisory Board a conceptual plan with elevations of the proposed building project. Said conceptual plan shall include a minimum of one hangar building, in the approximate size of 18,000 square feet +/- 10%. Additionally, Lessee agrees to construct and improve that portion of the Airport property located between the proposed hangar buildings and the west border of Airport Road. No later than six (6) months from the Amendment Date, the Lessee shall submit conceptual plans of sufficient nature as is required by the City of Bentonville planning department.

No later than twelve (12) months from the Amendment Date, the Lessee shall commence the demolition process and within sixty (60) days thereafter begin the site preparation and construction of the required hangar buildings as set forth herein. Lessee further agrees to use due diligence to complete the construction on all phases of the improvement thereon.

2. All of the terms, covenants and conditions of the Lease as amended shall continue in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Amendment, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.

3. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**LESSOR:**

CITY OF BENTONVILLE

By: \_\_\_\_\_  
Stephanie Orman, Mayor

Attest:

\_\_\_\_\_  
Linda Spence, City Clerk

**APPROVED:**

BENTONVILLE AIRPORT ADVISORY BOARD

By: \_\_\_\_\_  
Richard Ham, Chairman

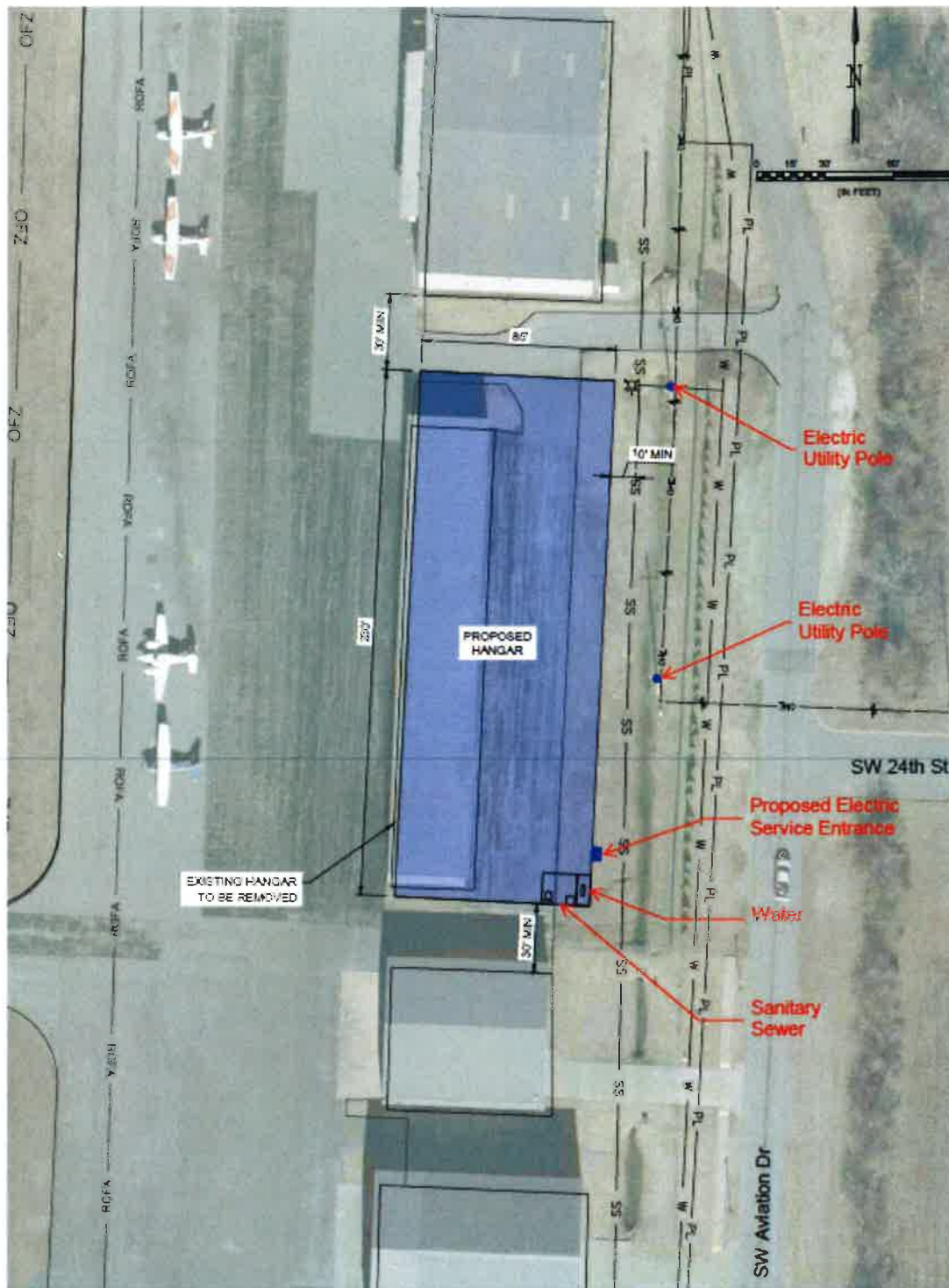
**LESSEE:**

BBT INVESTMENTS, LLC

Signature: \_\_\_\_\_  
Printed Name: Eldon Blackaby  
Title: Manager

Signature: \_\_\_\_\_  
Printed Name: Kurt Blackaby  
Title: Manager

## Leased Premises



**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(Bentonville Municipal Airport Land Lease Agreement)**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is made and entered into effective as of 12:01 A.M. on January 31, 2020 (the "**Effective Time**"), by and between **BBT INVESTMENTS, LLC**, an Arkansas limited liability company ("**Assignor**"), and **VBT, LLC**, a Delaware limited liability company ("**Assignee**").

**RECITALS:**

A. The City of Bentonville, Arkansas, as Lessor, ("**Lessor**") and Assignor as Lessee ("**Lessee**") are parties to a Bentonville Municipal Airport Land Lease Agreement dated on or about May 15, 2019, with an effective date of July 1, 2019 (the "**Lease**").

B. The Lease covers certain real property consisting of approximately 16,000 square feet of land increased to approximately 18,000 square feet by the First Amendment to Lease, and being more particularly described in the Lease (the "**Leased Land**").

C. Pursuant to an Airport Land Lease Purchase Agreement entered into by and between Assignor and Assignee dated effective January 31, 2020 (the "**Purchase Agreement**"), and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interests in and to the Lease, as amended by the First Amendment to Lease, and Assignee has agreed to assume, pay, perform and discharge certain liabilities and obligations of Assignor under the Lease.

D. The City of Bentonville, Arkansas, has waived certain of its rights under the Lease to release Assignor, and has consented to Assignor's assignment to Assignee of Assignor's right, title, interests, obligations and duties as lessee under the Lease, and Assignee's assumption of such right, title, interests, obligations and duties under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title, interests, obligations and duties as Lessee (collectively, the "**Leasehold Estate**") under the Lease, as amended or extended from time to time, together with, all and singular, the right, privileges, advantages, and appurtenances belonging or in any way appertaining to such, including, all buildings, driveways, parking lots, and other improvements located thereon, and all surface rights, privileges, rights of way and easements appurtenant thereto, and Assignee hereby undertakes, assumes and agrees, subject to the limitations contained herein, to perform, pay or discharge all unperformed and unfulfilled obligations which are required to be performed and fulfilled by Assignor under the terms of the Lease, as amended or extended from time to time including the First Amendment to Lease described in Paragraph 3 below (collectively, the "**Assumed Obligations**").

2. Notwithstanding anything to the contrary contained herein or in the Purchase Agreement, the Assumed Obligations shall not include any debts, liabilities or obligations of Assignor, direct or indirect, fixed, contingent or otherwise, which are due and payable with respect to periods prior to the Effective Time or that relate to a breach or default by Assignor with respect to any of the Assumed Obligations to the extent that such breach or default occurred prior to the Effective time, whether or not known, due or payable as of the Effective Time; *provided*, that Assignee does assume responsibility for its pro rata share of real estate taxes for the current year due and owing on the Premises to be prorated at the closing of the Purchase Agreement transaction.

3. This Assignment and Assumption Agreement is expressly conditioned upon the delivery of the First Amendment to Lease being entered into in connection with this Assignment and Assumption transaction which increases the square footage of the Leased Land, revises the building materials/hangar construction provisions, and extends the periods referenced in Paragraph 6.2 of the Lease, in a form satisfactory to Assignee.

4. Assignor does hereby covenant with Assignee that Assignor will forever warrant and defend Assignor's title to the Lease, and all rights and, privileges thereunto belonging.

5. This Assignment and Assumption Agreement is made pursuant to, and subject to the terms of, the Purchase Agreement which does not in any way affect the rights of the undersigned consenting City of Bentonville, Arkansas or the Bentonville Airport Advisory Board.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement effective as of the Effective Time.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

ASSIGNOR:

**BBT INVESTMENTS, LLC**  
an Arkansas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARKANSAS

COUNTY OF \_\_\_\_\_

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named \_\_\_\_\_, to me personally well known, who stated that he/she was the \_\_\_\_\_ for BBT INVESTMENTS, LLC, an Arkansas limited liability company, and stated and acknowledged that he/she was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of such limited liability company and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

**ASSIGNEE:**

**VBT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARKANSAS

COUNTY OF \_\_\_\_\_

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named \_\_\_\_\_, to me personally well known, who stated that he/she was the \_\_\_\_\_ of VBT, LLC, a Delaware limited liability company, and stated and acknowledged that he/she was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of such limited liability company and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned has consented to the foregoing Assignment and Assumption (Airport Hangar Lease) as of the Effective Date.

CONSENTED TO BY:

**CITY OF BENTONVILLE, ARKANSAS**

By: \_\_\_\_\_  
Stephanie Orman, Mayor

Attest: \_\_\_\_\_  
Linda Spence, City Clerk

APPROVED:

**BENTONVILLE      AIRPORT      ADVISORY  
BOARD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



To: Bentonville Airport Advisory Board  
From: Chip Gibbons – Chief Instructor – Summit Aviation Flight School  
Date: December 14, 2019  
Re: Potential Closure of East Taxiways

At the November meeting of the Advisory Board I requested that the Board reconsider the plans to demolish the two east side taxiways once the east side taxi extension Bravo is complete. At the time I cited safety as my primary concern. The Advisory Board asked for more detailed information supporting the flight school's concerns.

### Summary

The flight school's issue with removing the mid-field taxiways centers around the amount of time an aircraft is on an active runway, especially when taxiing. It should be self-evident that the longer an aircraft occupies a runway the more potential there is for an accident. Aircraft taxiing south of mid-field are difficult or impossible to see from taxiway A3, our most common point of runway entry. Go-arounds are more likely when an aircraft is delayed on the runway, a safety concern for the maneuver itself as well as for the resulting traffic congestion. The desire of everyone concerned with airport safety should be to limit the amount of time an aircraft spends on the runway.

Our review concludes that leaving the southern east side taxiways intact and operating as an exit taxiway could **reduce the amount of time spent on the runway by at least 85 hours per year** (based on 2019 operations). The expected increase in training activity in 2020 could **reduce runway time by over 100 hours**.

Understanding the FAA's concern over mid-field taxi onto an active runway, the school suggests that once the new east side taxiway Bravo is operational the northern east side taxiways be removed and the southern taxiway be designated an exit taxiway. The mid-field taxiway from the turf runway to the paved runway would also be decommissioned. The instructors at the school are unanimous in their belief that this would increase safety and is much preferred to removing both east side taxiways.

The southernmost east side taxiway is more practical for landings on runway 18, which is the preferred runway 65% of the time. It provides 2,050' of landing surface for 18 and 1,785' for 36. Leaving the northernmost taxiway intact would provide 1,670' of landing surface on 18 and 2,180' for 36 and would result in more traffic rolling past the exit taxiway.

## Analysis

Our analysis depends entirely of flight school operations since accurate data are available. The results, therefore, are conservative. Many of the based aircraft, most of the solo flights, and some of the transient traffic could also use a mid-field exit taxiway.

- In 2019 flight school instructors provided 5,500 hours of instruction given.
- Instructor logbooks show that there is an average of 2.35 landings per hour of instruction given, or 12,500 landings per year.
- Although not all of those landings will be able to make a mid-field turnoff, an estimated 85%, or 11,000, will. Those landings will allow an exit off the runway sooner than those rolling the length of the runway to A2.
- It takes, on average, 28 seconds to taxi from the southernmost east side taxiway to the A2 taxiway on the west side of the airport.
- The 11,000 landings which spend the extra 20 seconds on the runway result in 307,000 seconds per year additional runway time. This equates to 85 hours.



|                           |        |
|---------------------------|--------|
| 2019 Hours of Instruction | 5,500  |
| Landings per Hour         | 2.35   |
| 2019 School Landings      | 12,925 |

|                                      |        |
|--------------------------------------|--------|
| Aircraft Able To Exit Mid Field      | 85%    |
| 2019 Landings Able to Exit Mid Field | 10,986 |

|                               |              |
|-------------------------------|--------------|
| Seconds From Mid Field to A2  | 28           |
| 2019 Total Seconds Saved      | 307,615      |
| <b>2019 Total Hours Saved</b> | <b>85.45</b> |

