

**CITY OF SPRINGDALE  
Committee Agendas  
Monday, May 4<sup>th</sup>, 2020  
City Council Chamber  
City Administration Building  
Meetings begin at **5:30 P.M.****

**Police and Fire Committee by Chairman Brian Powell**

1. **A Resolution** accepting the guaranteed maximum price for the construction of Springdale Fire Training Facility Project #18BPF7. Presented by Chief Mike Irwin, Fire Department. Pg.2

**Ordinance Committee**

2. **An Ordinance** accepting the Northwest Arkansas National Airport second restated and amended agreement, pursuant to Ark. Code Ann. §14-362-103; declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pg. 21

**Finance Committee by Chairman Jeff Watson**

3. **A Resolution** Authorizing the sale of property located at 206 W. Meadow Ave./206 S. Blair St. to Artenomics, LLC. Presented by Ernest Cate, City Attorney. Pg. 33
4. **A Discussion** of Covid-19 related budget issues.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING THE GUARANTEED  
MAXIMUM PRICE FOR THE CONSTRUCTION OF  
SPRINGDALE FIRE TRAINING FACILITY  
PROJECT # 18BPF7**

**WHEREAS**, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

**WHEREAS**, fire training facility has been designed and bids taken from sub-contractors, and

**WHEREAS**, Flintco, LLC has proposed a guaranteed maximum price of \$2,805,890 for the construction of the fire training facility.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

1. The City Council accepts the guaranteed maximum price of \$2,805,890 submitted by Flintco LLC for the construction of the fire training facility.
2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the guaranteed maximum price.

**PASSED AND APPROVED** this 12<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

# AIA<sup>®</sup> Document A133<sup>™</sup> – 2009 Exhibit A

## Guaranteed Maximum Price Amendment

### for the following PROJECT:

*(Name and address or location)*

Springdale Fire Department Training Facility  
2398 Turnbow Ave.  
Springdale, AR 72764

### THE OWNER:

*(Name, legal status and address)*

City of Springdale, Arkansas  
201 Spring Street  
Springdale, AR 72764

### THE CONSTRUCTION MANAGER:

*(Name, legal status and address)*

Flintco, Limited Liability Company  
184 E. Fantinel Blvd  
Springdale, AR 72762

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Eight Hundred Five Thousand Eight Hundred Ninety Dollars (\$ 2,805,890 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
*(Provide below or reference an attachment.)*

BP 1B General Package	45,061
BP 1C Final Clean	3,810
BP 3A Building & Exterior Concrete	317,100
BP 3B Polished Concrete	11,485
BP 4A Masonry	56,264
BP 5A Steel Supply (Stairs, Handrails, Misc.)	18,608
BP 6A Finish Carpentry	22,473

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

BP 7A Waterproofing & Damproofing	27,658
BP 7B Metal Panels & Soffits	144,790
BP 8A Doors/Frames/Hardware (Supply Only)	46,400
BP 8B Overhead Doors	7,498
BP 8C Aluminum Storefronts, Glass & Glazing	42,012
BP 9A Framing, Sheathing, Drywall, ACT	147,800
BP 9B Carpet, Flooring, Tile, Wall Base	28,970
BP 9C Paints & Coatings	48,459
BP 10A Specialty Supply	36,106
BP 10B Specialty, Door & Hardware Installation	12,450
BP 10C Flaggpole (Supply)	3,232
BP 10D Operable Partitions	13,740
BP 10E Metal Canopies	18,395
BP 10F Bldg Signage & Lettering	12,545
BP 12A Manual Roller Shades	1,575
BP 13A PEMB (Supply)	135,516
BP 13B PEMB (Erect)	94,679
BP 21A Fire Sprinkler	44,484
BP 22A Plumbing	100,500
BP 23A HVAC	120,898
BP 26A Electrical	313,713
BP 28A Fire Alarm	6,893
BP 31A Earthwork, Demo & Storm Damage	121,174
BP 32A Fences & Gates	41,415
BP 32B Landscape & Irrigation	21,289
BP 32C Asphalt Paving	30,805
BP 32D Pavement Marking, Exterior Signage & Wheel Stops	3,170
Project Requirements	89,898
General Conditions	277,029
Insurance & Bonds	79,331
Contractor Contingency	56,794
Fee	155,631

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

Owner Provided Extractor & Lawn Maintenance	<13,260>	Deduct
Create Onsite Berms with Earthwork Spoils	<9,000>	Deduct
Delete North Fire Department Sign	<1,500>	Deduct

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price (\$0.00)
Materials Testing	10,000
Access Control	10,000
Low Voltage	15,000
Unsuitable Soils	35,000

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Exhibit B – Clarifications & Assumptions

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Exhibit C – Enumeration of Documents

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Exhibit C – Enumeration of Documents

Number	Title	Date
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§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Document	Title	Date
Exhibit B	Clarifications & Assumptions	5/12/2020
Exhibit C	Enumeration of Documents	5/12/2020

**ARTICLE A.2**

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

March 1<sup>st</sup>, 2021

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
Wyman Morgan  
(Printed name and title)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
Brent Farmer, Vice President/Area Manager  
(Printed name and title)

Init.

## Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:20:27 ET on 04/29/2020.

### PAGE 1

Springdale Fire Department Training Facility  
2398 Turnbow Ave.  
Springdale, AR 72764

...

City of Springdale, Arkansas  
201 Spring Street  
Springdale, AR 72764

...

Flintco, Limited Liability Company  
184 E. Fantinel Blvd  
Springdale, AR 72762

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Eight Hundred Five Thousand Eight Hundred Ninety Dollars (\$ 2,805,890 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

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<u>BP 1C Final Clean</u>	<u>3,810</u>
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<u>BP 9C Paints &amp; Coatings</u>	<u>48,459</u>
<u>BP 10A Specialty Supply</u>	<u>36,106</u>

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User Notes:

(1279683431)

BP 10B Specialty Door & Hardware Installation	12,450
BP 10C Flagpole (Supply)	3,232
BP 10D Operable Partitions	13,740
BP 10E Metal Canopies	18,395
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BP 32B Landscape & Irrigation	21,289
BP 32C Asphalt Paving	30,805
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Fee	155,631

**PAGE 2**

Owner Provided Extractor & Lawn Maintenance	<11,250>	Deduct
Create Onsite Berms with Earthwork Spoils	<9,000>	Deduct
Delete North Fire Department Sign	<1,500>	Deduct

...

Materials Testing	10,000
Access Control	10,000
Low Voltage	15,000
Unsuitable Soils	35,000

**PAGE 3**

See Exhibit B – Clarifications & Assumptions

...

See Exhibit C – Enumeration of Documents

...

See Exhibit C – Enumeration of Documents

...

Document	Title	Date
Exhibit B	Clarifications & Assumptions	5/12/2020
Exhibit C	Enumeration of Documents	5/12/2020

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...

March 1<sup>st</sup>, 2021

...

Wyman Morgan

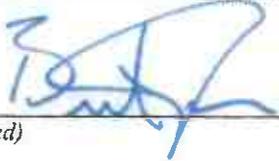
Brent Farmer, Vice President/Area Manager

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**Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:20:27 ET on 04/29/2020 under Order No. 7772483407 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VP, Area Manager

(Title)

4-30-20

(Dated)

# Exhibit B Clarifications and Assumptions

Construction Package: May 12, 2020

Micky Jackson Fire Training Center for The  
City of Springdale

2398 Turnbow Avenue, Springdale, AR

**CONSTRUCTION PACKAGE:**

**MICKY JACKSON FIRE TRAINING CENTER**

**CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS AND EXCLUSIONS**

**Project Description**

The Micky Jackson Fire Training Center includes construction of a new 10,047 square foot Fire Training Facility which includes site improvements to the immediate surrounding area in Springdale, AR. Designed by Crafton Tull (Architects), ESI (Civil) Engineers, Engineering Elements, PLLC (MEP) Engineers, and 360 Engineering Group, PLLC (Structural).

**Scope of Work**

This proposal includes furnishing labor, material, equipment, tools and supervision required to perform each of the stated items of work, and includes all insurance, general expenses, overhead and profit for the construction of the project, as defined in accordance with the plans and specifications provided by Crafton Tull dated March 31, 2020; as well as, the plans and specifications provided by Engineering Services, Inc. dated April 7, 2020. We have acknowledged Addendum #1 dated April 6, 2020 provided by Crafton Tull.

**Design Criteria**

Where possible, items and systems specified by these C&A's are defined and specific to material, finish and intended use. Where materials, finishes and/or quantities are not clearly defined, this proposal assumes the most practical and economical solution consistent with the design concepts and scope. Where scope is unclear, suggested allowances have been provided.

Any work referred to as "By Owner", "By Others", "OFCI" (owner furnished contractor installed), or "N.I.C." (not in contract) is not part of the scope of this proposal unless installation is specified.

Where the word "allowance" appears, it shall mean that a fixed sum is included in the cost of the work for design, materials, equipment and/or labor for the complete installed product specified. Allowances are identified with a specific dollar amount. Adjustment in the contract amount may be necessary if costs are less than or in excess of these allowances.

**Code Requirements**

We exclude any liability with regard to errors and omissions from the bid documents. In addition, we have assumed that the Architect/Engineer has incorporated into the bid documents all code requirements, ADA requirements and has taken all seismic design into consideration.

**Construction Manager's Bid Manual and CM Clarifications**

The Guaranteed Maximum Price is also based upon the following documents and information:

- |   |                |
|---|----------------|
| 1. Flintco, LLC Construction Manager's Bid Manual                           | April 23, 2020 |
| 2. CM Clarification #1  | April 20, 2020 |
| 3. CM Clarification #2  | April 21, 2020 |
| 4. Value Analysis log with accepted items                                   | April 29, 2020 |
| a. Lawn care and weeding services by Owner                                  |                |
| b. Delete fire department sign at north exterior                            |                |
| c. Excavation of dirt spoils deposited as berm on-site (no spoils haul-off) |                |

### **General Conditions & Project Requirements**

General conditions are included as a lump sum value which will be billed as an equal monthly value throughout the project duration. Fixed General Condition Items shall mean the provision of facilities or performance of supervisory work by the Construction Manager with respect to items that are not included in one of the separate trade contracts and are not customarily so included. They shall include all of the Construction Manager's indirect costs and expenses, supervisory or general overhead costs, and personnel and benefit costs related to the administration and supervision of the work. Extension of project duration due to changes in scope of work or unforeseen conditions warrant general conditions extension as well.

Fixed General Condition Items shall include but are not limited to the following items:

1. Salaries or wages of the Construction Manager's supervisory and administrative personnel managing and overseeing the performance of the Work, all benefits and overhead expenses incurred in connection with the wages or salaries of Construction Manager's employees performing the Work.
2. Cost and expenses incurred by the Construction Manager in operating and maintaining a field office or in supporting the work from the Construction Manager's main office.
3. Cost and expenses incurred by the Construction Manager during close out.

Project Requirements Items shall include but are not limited to cost and expenses incurred by the Construction Manager in operating and maintaining jobsite security, safety, and supporting the work from the subcontractors in the field. Example of project requirements are permits, layout, documentation photos, temporary toilets, cleanup, waste disposal, etc.

### **Quality Control Services**

Costs for testing and special inspection services are included as an allowance and as listed below within the scope of work. We will provide coordination and scheduling of said services.

### **Bonds & Insurance**

Costs for bonds and insurance are included and will be billed at the following rates: General Liability (0.7%), Builder's Risk (0.182%), General Contractor Bond (0.777%), and Subcontractor Default Insurance (1.5%).

### **Sales Tax**

Sales tax (9.75%) is included in our proposal.

### **Schedule**

This proposal is based on a continuing construction schedule with anticipated activity from May 25, 2020 through March 1, 2021.

### **Delays**

If the Contractor is delayed at any time in the progress of the work by labor disputes, unavoidable casualties, changes in the work, or any other causes beyond Contractor's control, the time of completion shall be extended. Claims for extension of time and/or adjustments to the Contract Sum shall be made within a reasonable time after the occurrence of the delay.

*This proposal excludes any time delays and cost increases arising from or related to the COVID-19 virus and any government or other third-party action in response thereto.*

### **Permits and Fees**

The Architect is responsible for permit review and acceptance by the City of Springdale and other Authorities Having Jurisdiction (AHJ).

The Owner is responsible for the cost of the building permit, tap fees, impact fees and meters.

### **Temporary Utilities/Facilities**

Costs to tie into existing city utilities for temporary use during the construction process are included.

Any costs and/or fees for temporary use of existing city utilities are included.

**Construction Access**

The construction site will be security fenced; all access will be controlled by Flintco personnel. Visitors to the site must sign in with the onsite Flintco staff.

We plan to use existing drives and paved areas for staging and worker parking. It is understood existing drives and paving are of heavy-duty construction. Facility traffic will need to be redirected during of construction.

**Prevailing Wage**

Prevailing wage rates do not apply to this project and are not included. Certified Payroll and/or project audit is excluded.

**Submittals**

Phased submittals with quick response are required in order to maintain productivity. Flintco will submit partial/phased submittals as necessary in order to facilitate construction progress which includes, but is not limited to:

- Pre-engineered metal building
- Concrete and reinforcing
- Electrical equipment and fixtures
- HVAC equipment
- Interior finish items

Architect and Consultants are requested to review partial/phased submittals upon receipt. We prefer to meet with design team, if necessary, rather than return submittals for "revise and resubmit" if and when feasible. Due to the short duration of the project, no mock-ups or physical samples are included. Approval process will be through digital media.

**Owner Furnished Products**

Owner furnished items are insured, provided, delivered, accepted and installed outside of this construction agreement.

- APL-10: Extractors
- Phone equipment
- Two-way radios
- Marker boards and related trim and accessories
- Furniture and furnishings: workstations, desk, tables, chairs, decorations etc.
- Site lawn and weeding maintenance

**Allowances**

The following allowances are included:

1. Materials Testing	\$10,000
2. Access Control	\$10,000
3. Low Voltage	\$15,000
4. Unsuitable Soils	\$35,000

**Unit Prices**

Mass rock excavation, removal and onsite disposal	\$250 /CY (in place)
Excavation, removal and offsite disposal of unsuitable soils	\$8.30 / CY (in place)
Provide, place and compact engineered fill	\$12.10 / CY (in place)

**Alternates**

Alternate 1: Reduce Area of Heavy-Duty Concrete:	Not Accepted
Alternate 2: Delete Mezzanine and Related Components	Not Accepted

### **General Inclusions/Exclusions**

1. Should conflict occur between the General Conditions and/or the Supplementary General Conditions and this Agreement between Owner and Construction Manager as Constructor, the requirements of this Agreement shall take precedence.
2. Typical hours of construction operations are 7 am through 7 pm.
3. Certain construction procedures such as concrete placement and material deliveries require work outside of normal hours.
4. Unforeseen conditions and/or items not located and shown on plans are not included in the GMP.
5. Builder's risk deductibles are excluded.
6. Restriping and/or resealing of existing paving is excluded.
7. Exclude special certifications and/or testing of aluminum storefront glazing systems.
8. Repair of existing drives or paving due to construction activity.

### **Division 3 - Concrete**

Per plans and specs.

### **Division 4 - Masonry**

Per plans and specs.

### **Division 5 - Metals**

Pre-engineered metal building supply and erection. Includes structural steel, interior liner panels at Apparatus Bay and exterior R-panels.  
Mezzanine stairs and handrail supply and erection.  
Decorative metal panels at exterior.

### **Division 6 - Finish Carpentry**

Millwork as shown with plastic laminate tops.  
Cypress accent wall at Reception 110.

### **Division 7 - Waterproofing and Damproofing**

Fluid applied air and water barrier at exterior sheathing.

### **Division 7 - Roofing**

Per PEMB provider.

### **Division 7 - Metal Panels**

Per PEMB provider.

### **Division 7 - Insulation**

Vinyl batt per PEMB provider where shown.  
Two-inch rigid at CMU and decorative panels where shown.  
R-19 batt at interior walls where shown.

### **Division 8 - Openings**

Overhead door with motor at Apparatus Bay.  
Access controls at three walk-through exterior doors.

### **Division 9 - Framing**

Metal stud as shown.  
Supports for classroom partition.

### **Division 9 - Finishes**

Per plans and specs.

**Division 10 – Specialties**

Per plans and specs.  
Bicycle rack and exterior bench per Flintco specifications.  
Delete fire department sign at north exterior (see Value Analysis Log).

**Division 12 – Roller Window Shades**

Per plans and specs.

**Divisions 21 – Fire Protection**

Wet pipe system included with dry heads at front entry canopy and back porch area.

**Divisions 22 & 23 – Mechanical/Plumbing**

Per plans and specs.

**Divisions 26 - Electrical**

Per plans and specs.  
Transformer to be set at southeast corner of building.  
We have included data and communications conduit for service point to be located south of building along Turnbow Avenue. Utility provider must install main communication line into building.

**Divisions 27 – Low Voltage**

Refer to allowances for access control and security.

**Divisions 28 – Fire Alarm**

Per plans and specs.

**Divisions 31 – Earthwork/Demolition/Site Utilities**

Undercutting existing soils to grade elevation of 1339 at building and one foot below pavement sections. Additional soils undercut may be required if directed by project engineer. Unit prices and allowance reported in this document control additional undercut expense.

Refer to Value Analysis, excavation of dirt spoils deposited as berm on-site (no spoils haul-off).

**Divisions 32 – Fences & Gates and Handrails & Guardrails**

Per plans and specs.

**EXCLUSIONS**

Items included or specified in the Project Manual, but not specifically included in the architectural or engineering plans are excluded.  
Videography requirements for closeout submittals are excluded.  
Moving or relocating existing furnishings are not included.  
FFE items are not included, as these are furnished and installed by other methods by Owner.  
New sodding is not shown on the contract documents and, if required, will be at an additional cost.

EXHIBIT C                      ENUMERATION OF DOCUMENTS

12-May-20

PROJECT MANUAL FOR MICKY JACKSON FIRE TRAINING CENTER FOR THE SPRINGDALE FIRE DEPARTMENT  
 2398 TURNBOW AVENUE  
 SPRINGDALE, ARKANSAS  
 ISSUE SET: CONSTRUCTION DOCUMENT  
 PREPARED BY: CRAFTON TULL  
 DATED: MARCH 31, 2020

Division	Number	Description	Revision	Issued Date
00 - Procurement and Contracting Requirements				
	000110	Table of Contents	0	3/31/2020
	003132	GEOTECHNICAL ENGINEERING REPORT	0	3/31/2020
	006000	PROJECT FORMS	0	3/31/2020
	0073300	SUPPLEMENTARY CONDITIONS	0	3/31/2020
01 - General Requirements				
	11000	SUMMARY	0	3/31/2020
	12300	ALTERNATES	0	3/31/2020
	12600	CONTRACT MODIFICATION PROCEDURES	0	3/31/2020
	12900	PAYMENT PROCEDURES	0	3/31/2020
	13100	PROJECT MANAGEMENT AND COORDINATION	0	3/31/2020
	13300	SUBMITTAL PROCEDURES	0	3/31/2020
	14000	QUALITY REQUIREMENTS	0	3/31/2020
	15000	TEMPORARY FACILITIES AND CONTROL	0	3/31/2020
	16000	PRODUCT REQUIREMENTS	0	3/31/2020
	17300	EXECUTION	0	3/31/2020
	17700	CLOSEOUT PROCEDURES	0	3/31/2020
	17900	DEMONSTRATION AND TRAINING	0	3/31/2020
03 - Concrete				
	33300	CAST-IN-PLACE CONCRETE	0	3/31/2020
	33600	GROUND AND POLISHED CONCRETE	0	3/31/2020
04 - Masonry				
	42200	CONCRETE MASONRY UNITS	0	3/31/2020
05 - Metals				
	54000	COLD FORMED METAL FRAMING	0	3/31/2020
	55000	METAL FABRICATIONS	0	3/31/2020
	55213	PIPE AND TUBE RAILINGS	0	3/31/2020
06 - Wood, Plastics, and Composites				
	61100	MISC. ROUGH CARPENTRY PLASTIC LAMINATE FACED ARCHITECTURAL	0	3/31/2020
	64116	CABINETS	0	3/31/2020
07 - Thermal and Moisture Protection				
	72100	THERMAL INSULATION	0	3/31/2020
	72600	Fluid-Applied Membrane Air Barriers	0	3/31/2020
	74601	PRE-FORMED STEEL SIDING	0	3/31/2020
	74646	FIBER CEMENT SIDING	0	3/31/2020
	76200	SHEET METAL FLASHING AND TRIM	0	3/31/2020
	79200	JOINT SEALANTS	0	3/31/2020

08 - Openings			
81113	HOLLOW METAL DOORS & FRAMES	0	3/31/2020
81416	FLUSH WOOD DOORS	0	3/31/2020
83613	SECTIONAL DOORS	0	3/31/2020
84113	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS	0	3/31/2020
87100	FINISH HARDWARE	0	3/31/2020
88100	Glazing	0	3/31/2020
09 - Finishes			
92216	NON-STRUCTURAL METAL FRAMING	0	3/31/2020
92900	GYPSUM BOARD	0	3/31/2020
93013	Tiling	0	3/31/2020
95100	Acoustical Panel Ceilings	0	3/31/2020
96513	RESILIENT BASE	0	3/31/2020
96813	TILE CARPETING	0	3/31/2020
99113	EXTERIOR PAINTING	0	3/31/2020
99123	INTERIOR PAINTING	0	3/31/2020
99600	HIGH PERFORMANCE COATINGS	0	3/31/2020
10 - Specialties			
101400	EXTERIOR SIGNAGE	0	3/31/2020
101423	INTERIOR SIGNAGE	0	3/31/2020
102113	PLASTIC TOILET COMPARTMENTS	0	3/31/2020
102226	FOLDING PANEL PARTITIONS	0	3/31/2020
102600	WALL PROTECTION	0	3/31/2020
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	0	3/31/2020
104416	FIRE EXTINGUISHER CABINETS AND ACCESSORIES	0	3/31/2020
105113	METAL LOCKERS AND FIRE GEAR STORAGE	0	3/31/2020
107316	ALUMINUM WALL HUNG CANOPIES	0	3/31/2020
107516	GROUND SET FLAGPOLES	0	3/31/2020
12 - Furnishings			
122413	ROLLER WINDOW SHADES	0	3/31/2020
13 - Special Construction			
133419	METAL BUILDING SYSTEMS	0	3/31/2020
21 - Fire Suppression			
211313	WET PIPE SPRINKLER SYSTEM	0	3/31/2020
22 - Plumbing			
220719	PLUMBING PIPING INSULATION	0	3/31/2020
221116	DOMESTIC WATER PIPING	0	3/31/2020
23 - Heating, Ventilating, and Air Conditioning (HVAC)			
230100	BASIC MECHANICAL MATERIALS AND METHODS	0	3/31/2020
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	0	3/31/2020
230700	HVAC INSULATION	0	3/31/2020
231123	FACILITY NATURAL GAS PIPING	0	3/31/2020
233113	METAL DUCTWORK	0	3/31/2020
233300	Air Duct Accessories	0	3/31/2020
233713	AIR DIFFUSERS	0	3/31/2020
238126	SPLIT SYSTEM AIR CONDITIONERS	0	3/31/2020

26 - Electrical

260500	GENERAL ELECTRICAL REQUIREMENTS	0	3/31/2020
260519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	0	3/31/2020
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	0	3/31/2020
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	0	3/31/2020
262416	PANELBOARDS	0	3/31/2020
262726	WIRING DEVICES	0	3/31/2020
265119	LED INTERIOR LIGHTING	0	3/31/2020
265613	LIGHTING POLES AND STANDARDS	0	3/31/2020
265619	LED EXTERIOR LIGHTING	0	3/31/2020

28 - Electronic Safety and Security

284621	ADDRESSABLE FIRE ALARM SYSTEM	0	3/31/2020
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31 - Earthwork

313116	Termite Control	0	4/16/2020
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32 - Exterior Improvements

323119	ARCHITECTURAL METAL FENCE	0	3/31/2020
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GC - General Civil Details

CITY OF SPRINGDALE CAPITAL IMPROVEMENTS PROGRAM MANUAL  
STANDARD SPECIFICATIONS FOR STREET AND DRAINAGE CONSTRUCTION  
VERSION 4, NOVEMBER 2005

PREPARED BY: ENGINEERING SERVICES, INC.

CITY OF SPRINGDALE ENGINEERING DEPARTMENT PROGRAM MANUAL  
STANDARD DETAILS FOR STREET AND DRAINAGE CONSTRUCTION  
VERSION 18.1029, OCTOBER 2018

PREPARED BY: ENGINEERING SERVICES, INC.

GEOTECHNICAL ENGINEERING REPORT  
PLANNED NEW FIRE TRAINING CENTER

2398 TURNBOW AVENUE

SPRINGDALE, ARKANSAS

PREPARED BY: GTS, INC. (GEOTECHNICAL & TESTING SERVICES)

DATED: MONTH 18, 2019

ADDENDUM NO. 1

PREPARED BY: CRAFTON TULL

DATED: APRIL 16, 2020

2 PAGES AND 10 ATTACHMENTS

DRAWINGS FOR THE MICKY JACKSON FIRE TRAINING CENTER FOR THE SPRINGDALE FIRE DEPARTMENT  
 2398 TURNBOW AVENUE  
 SPRINGDALE, ARKANSAS  
 ISSUE SET: CONSTRUCTION DOCUMENTS  
 PREPARED BY: CRAFTON TULL  
 DATED: MARCH 31, 2020

Drawing No.	Drawing Title	Revision	Drawing Date
G-001	SYMBOL LEGENDS, ABBREVIATIONS	CD	3/31/2020
G-002	CODE, LIFE SAFETY, FIRE SAFETY	CD	3/31/2020
G-003	STANDARD MOUNTING HEIGHTS, GENERAL NOTES	CD	3/31/2020
G-004	GENERAL NOTES	CD	3/31/2020
G-005	GENERAL NOTES	CD	3/31/2020
U-100	UTILITY SITE PLAN	CD	3/31/2020
AS-100	SITE PLAN	CD	3/31/2020
S001	GENERAL NOTES	1	4/6/2020
S002	SPECIAL INSPECTIONS	CD	3/31/2020
S003	SPECIAL INSPECTIONS	1	4/6/2020
S101	FOUNDATION PLAN	1	4/6/2020
S501	DETAILS	1	4/6/2020
S502	DETAILS	CD	3/31/2020
A-00	COVER SHEET	CD	3/31/2020
A-101	FIRST FLOOR & MEZZANINE PLANS	1	4/6/2020
A-102	REFLECTED CEILING PLAN	CD	3/31/2020
A-103	ROOF PLAN	CD	3/31/2020
A-201	EXTERIOR ELEVATIONS	CD	3/31/2020
A-202	3-D PERSPECTIVES	CD	3/31/2020
A-301	BUILDING SECTIONS	CD	3/31/2020
A-302	WALL SECTIONS	CD	3/31/2020
A-303	WALL SECTIONS	CD	3/31/2020
A-304	WALL SECTIONS	CD	3/31/2020
A-355	PARTITION TYPES	CD	3/31/2020
A-401	ENLARGED PLANS & ELEVATIONS	CD	3/31/2020
A-402	ENLARGED PLANS, ELEVATIONS, & DETAILS	CD	3/31/2020
A-403	ENLARGED RCP & 3D VIEWS	CD	3/31/2020
A-404	STOREFRONT ELEVATIONS	CD	3/31/2020
A-501	DETAILS	CD	3/31/2020
A-502	DETAILS	CD	3/31/2020
A-601	DOOR AND FRAME, DOOR HARDWARE, AND GLAZING SCHEDULES	1	4/6/2020
A-602	FINISH SCHEDULE & MATERIALS LEGEND	CD	3/31/2020
A-603	FINISH PLAN	CD	3/31/2020
P-101	PLUMBING DRAIN PLAN	CD	3/31/2020
P-111	PLUMBING SUPPLY PLANS	CD	3/31/2020
P-600	PLUMBING SCHEDULES AND DETAILS	CD	3/31/2020
M-101	MECHANICAL PLANS	CD	3/31/2020
M-500	MECHANICAL DETAILS	CD	3/31/2020

M-600	MECHANICAL SCHEDULES	1	4/21/2020
E-101	ELECTRICAL POWER PLANS	1	4/6/2020
E-201	ELECTRICAL LIGHTING PLANS	CD	3/31/2020
E-600	ELECTRICAL NOTES, SCHEDULES & DETAILS	1	4/6/2020
E-601	ELECTRICAL PANEL SCHEDULES	CD	3/31/2020

PLANS FOR A LARGE SCALE DEVELOPMENT TO SERVE SPRINGDALE FIRE DEPARTMENT  
FOR THE CITY OF SPRINGDALE, ARKANSAS

L19-25

PREPARED BY: ENGINEERING SERVICES, INC.

DATED: APRIL 7, 2020

C.0	SITE COVER SHEET	CD	3/31/2020
1	OVERALL SITE PLAN	CD	3/31/2020
2	SITE DETAILS	CD	3/31/2020
3	STORMWATER POLLUTION PREVENTION PLAN	CD	3/31/2020
4	LANDSCAPE PLAN	CD	3/31/2020

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

**AN ORDINANCE ACCEPTING THE NORTHWEST ARKANSAS NATIONAL AIRPORT SECOND RESTATED AND AMENDED AGREEMENT, PURSUANT TO ARK. CODE ANN. §14-362-103; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Springdale, Arkansas, is a member of the Northwest Arkansas Regional Airport Authority, having previously authorized this participation by Ordinance;

**WHEREAS**, the members of the Northwest Arkansas Regional Airport Authority have been governed by a First Amended Northwest Arkansas Regional Airport Authority Agreement, approved by the City of Springdale, Arkansas, by the passage of Ordinance No. 1991 on March 26, 1991, and by the passage of Ordinance No. 2021 on July 9, 1991;

**WHEREAS**, the Northwest Arkansas Regional Airport Authority Agreement is in need of further revision, known as the Northwest Arkansas National Airport Second Restated and Amended Agreement ("the Agreement"), attached hereto as Exhibit "A" and incorporated herein by reference;

**WHEREAS**, Ark. Code Ann. §14-362-103 provides that no municipality shall participate in a regional airport authority unless and until its governing body so provides by ordinance and enters into an agreement with the other participating governmental units establishing the terms and conditions for the operation of the regional airport authority;

**WHEREAS**, the City of Springdale wishes to continue its participation in the Northwest Arkansas Regional Airport Authority, and wishes to ratify the Agreement;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:**

**Section 1:** That the Mayor and City Clerk are hereby authorized to execute the attached Northwest Arkansas National Airport Second Restated and Amended Agreement on behalf of the City of Springdale, Arkansas, and the same is hereby ratified and approved pursuant to Ark. Code Ann. §14-362-103.

**Section 2: Emergency Clause.** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



**DATE:** December 11, 2019  
**TOPIC:** Changes to XNA Agreement  
**CONTACT:** Andrew Branch, Chief Business Development Officer

**ISSUE:** The Northwest Arkansas Regional Airport Authority operates under the “Restated and Amended Agreement” executed on November 21, 1994. The agreement forms the basis for the authority granted to the board by the participating cities and counties.

Although the agreement has largely allowed the authority to operate as needed, there are some aspects of the agreement that would benefit from being updated. The proposed changes are summarized below:

- Changing the name to the “Northwest Arkansas National Airport”
- Updating language to a gender-neutral format
- Updating the Conflicts of Interest section to allow for the board to modify the conflicts policy as Federal and State laws change
- Removing specific power language to instead reference the statutory authority granted to Regional Airport Authorities under Arkansas law.

Any changes to the Northwest Arkansas Regional Airport Authority Restated and Amended Agreement must be approved by the governing bodies of all the participating cities and counties. With approval from this board, XNA staff and external counsel will work with each participating city and county to address questions and concerns and ultimately to seek their approval.

**ACTION:** Board approval is needed for the proposed changes to the agreement and for staff, in coordination with external counsel, to proceed with seeking approval from the XNA member cities and counties.

**NORTHWEST ARKANSAS NATIONAL AIRPORT**  
**SECOND RESTATED AND AMENDED AGREEMENT**

A regional airport authority organized pursuant to  
Arkansas Code Title 14, Subtitle 22, Chapter 362 **EXHIBIT A**

**NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY**  
**RESTATED AND AMENDED AGREEMENT**

This agreement (herein referred to as the "Agreement") entered into as of the 21<sup>st</sup> day of ~~November 1994~~ 2020, but actually executed by the respective parties hereto on the dates indicated for such parties on the signature pages hereto, by and among the City of Bentonville, the City of Fayetteville, the City of Rogers, the City of Siloam Springs, and the City of Springdale, the County of Benton and the County of Washington, all of which parties are situated in the State of Arkansas (the "State");

**RECITALS**

**WHEREAS**, Title 14, Chapter 362 of the Arkansas Code, as amended, permits any two or more Arkansas municipalities, any two or more contiguous counties, or any one or more Arkansas municipalities together with any one or more contiguous Arkansas counties to create and establish a regional airport authority for the purpose of acquiring, equipping, constructing, maintaining, and operating regional airports; and

**WHEREAS**, pursuant to Title 14, Chapter 362 of the Arkansas Code, the Cities of Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, Arkansas, and the Counties of Benton and Washington, Arkansas, ( herein referred to collectively as the "Governmental Units") have heretofore entered into an agreement entitled "Northwest Arkansas Regional Airport Authority Agreement," effective as of December 14, 1990, (herein referred to as the "Original Agreement") and have created and established the Northwest Arkansas Regional Airport Authority (herein referred to as the "Authority") pursuant to the Original Agreement; and

**WHEREAS**, the Governmental Units subsequently amended the Original Agreement by entering into that certain "Northwest Arkansas Regional Airport Authority Restated and Amended Agreement" (the "Amended Agreement") with an effective date of November 21, 1994, and

**WHEREAS**, the Governmental Units desire to join together to amend, revise, restate, and confirm the Amended Agreement and the Original Agreement for the creation and establishment of a regional airport authority for the purpose of acquiring, equipping, constructing, maintaining, and operating a regional airport to provide airport services and facilities in Northwest Arkansas; and

**WHEREAS**, the governing bodies of the Cities of Bentonville, Fayetteville, Rogers, —Siloam Springs, and Springdale, Arkansas, and the counties of Benton and Washington, Arkansas, respectively, have each enacted an ordinance (collectively, the "Ordinances") authorizing the participation of each of the respective Governmental Units in such an authority (a certified copy of each of such Ordinance being filed with the Board of Directors of the Authority); and

WHEREAS, pursuant to Article XI of the Original Agreement, all amendments or modifications of the Original Agreement must be in writing.

NOW WHEREFORE, it is hereby agreed by the Governmental Units as follows:

#### ARTICLE I- DEFINITIONS

101. Definitions and Interpretations. (A) All defined terms contained in this Agreement shall have the same meaning, respectively, in this Agreement as such terms are given in Section 14-362-102 of the Arkansas Code, as the same may be amended from time to time.

(B) In addition, as used in this Agreement, unless the context shall otherwise require, the following terms shall have the following respective meanings:

- (1) "Act" means the Regional Airport Act, constituted as Title 14, Chapter 362 of the Arkansas Code, as amended;
- (2) "Agreement" means this Northwest Arkansas ~~Regional Airport Authority~~ National Airport Second Restated and Amended Agreement, as the same may from time to time be amended or supplemented;
- (3) "Authority" means the Northwest Arkansas Regional Airport Authority created in Article II hereof;
- (4) "Authorized Officer" means, with respect to the Authority, its ~~Chairman~~ Chair and any other person duly authorized by the By-laws or resolution of the Authority to perform the act or sign the document in question, and with respect to a City or Participating County, the Mayor or County Judge, respectively, and any other person duly authorized by ordinance or resolution of the Governing Body of the applicable City or Participating County to perform the act or sign the document in question;
- (5) "Board of Directors" or "Board" means the governing board of the Authority established in Section 501 hereof;
- (6) "City" means each of the Cities of Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, Arkansas;
- (7) "Participating County" means each of the Counties of Benton and Washington, Arkansas.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine gender. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa.

The terms "hereby," "hereto," "herein," and "hereunder," and any similar terms, as used in this Agreement, refer to this Agreement.

**ARTICLE II - CREATION**

For the purpose of acquiring, equipping, constructing, maintaining, and operating a regional airport, and providing airport services and facilities in Northwest Arkansas, the Governmental Units, pursuant to authority granted in the Act, hereby reaffirm and re-authorize the creation and establishment of the Northwest Arkansas Regional Airport Authority.

**ARTICLE III - AUTHORIZATION**

The parties to the Agreement are the Governmental Units. The Governmental Units have agreed to join cooperatively in establishing the Authority and do hereby agree to the continued operation of the Authority.

**ARTICLE IV - DURATION**

The Authority shall have a perpetual succession. Such succession shall continue until the existence of the Authority is terminated as provided herein.

**ARTICLE V - ORGANIZATION**

501. The Authority shall be governed by a Board of Directors consisting of fourteen (14) members appointed by the Governmental Units. The Mayor of each City and the County Judge of each Participating County shall appoint members to the Board of Directors, each of such appointments to become effective upon ratification by a majority vote of the applicable Governing Body of such City and such Participating County. The Governmental Units shall be entitled to make the following number of appointments:

City of Bentonville	2 Members
City of Fayetteville	2 Members
City of Rogers	2 Members
City of Siloam Springs	2 Members
City of Springdale	2 Members
Benton County	2 Members
Washington County	2 Members

502. Term of Office. The terms of the Board members shall be six (6) years; provided, however, that the initial Board members, having drawn lots at the creation of the Board to provide for staggered terms, and their successors shall continue to serve as Board members as provided for in the Original Agreement.

503. Removal. A member of the Board of Directors, once qualified, shall not be removed during his or her appointment except for cause by the Governing Body which appointed said member and after a hearing before said Governing Body as required by law, conducted in accordance with the rules of administrative procedure applicable to or recognized by such Governing Body.

504. Qualifications. A member of the Board of Directors shall be a bona fide resident and qualified elector of the City or Participating County that appointed such member. A member of the Board of Directors shall be eligible for reappointment.

505. Compensation of Board members. The members of the Board of Directors shall receive no compensation, whether in the form of salary or per-diem or otherwise, for or in connection with his or her services as a Board member. The members of the Board of Directors shall be entitled to reimbursement of actual necessary travel and out-of-pocket expenses incurred on behalf of the Authority as authorized by the Board. Such expenses shall be reimbursed in accordance with procedures established by the Board of Directors.

#### ARTICLE VI - OFFICERS, BY-LAWS AND MEETINGS

601. Officers. (A) At the first regular meeting of each calendar year, the Board shall elect one of its members as ~~Chairman~~Chair, one as Vice ~~Chairman~~Chair, one as Secretary, and one as Treasurer. The offices of Secretary and Treasurer may be held by one person at the discretion of the Board of Directors.

(B) The ~~Chairman~~Chair, Vice ~~Chairman~~Chair, Secretary and Treasurer shall compose the Executive Committee of the Authority. -The Board of Directors may, by a two-thirds (2/3) majority vote, delegate to the Executive Committee such powers and duties as the Board may deem proper.

(C)The Board of Directors may create such committees as it deems necessary for the proper exercise of its functions. The Board shall keep a complete record of its activities and business, which shall be a public record.

602. By-laws. The Board of Directors shall adopt such By-laws for the governance of the affairs of the Authority as are not inconsistent with the provisions of this Agreement or State law.

603. Meetings. (A) The -Board of Directors shall, upon reasonable notice, meet not less than quarterly at dates, times, and places to be established by the Board. All meetings shall be open to the public as provided by State law. A meeting may be called by any Board officer or upon the direction of a majority of the members of the Board.

(B) A quorum shall consist of one half (1/2) of the total Board membership, plus one member, and no vacancy in the membership of the Authority shall restrict the rights of a quorum to exercise all the rights and privileges or the duties of the Authority.

604. Conflicts of Interest. ~~No member of the Board of Directors or any officer, employee, or agent of the Authority shall have a personal interest in any business of the Authority or in any contract with the Authority, or in any property or other assets in which the Authority is interested. No person shall be employed by the Authority who is related to a Board member or officer of the Authority by blood or marriage within the fourth degree. For purposes of this provision, any corporation or other business in which a person has a substantial interest shall be prohibited from doing business with the Authority if the owner of the substantial interest would have been so prohibited~~

The Board of Directors shall adopt and maintain a Conflicts of Interest policy ensuring compliance with all applicable statutes and regulations applicable to members of the Board of Directors and all officers, employees, and agents of the Authority.

## ARTICLE VII - PURPOSES, POWERS, AND DUTIES

701. Purposes. The purpose of the Authority shall be to acquire, equip, construct, maintain, and operate a regional airport or airports, and such auxiliary services and facilities as may be deemed **desirable** from time to time by the **Board of Directors**. "Auxiliary services and facilities" shall include, but **not** be limited to, any service or facility necessary or desirable for the take-off, landing, parking, and storing of aircraft; the transportation by air of persons or things; the repair and maintenance of aircraft; the loading, unloading, or handling and storing of goods, commodities, cargo, and other property; the ground transportation to, on, and from the airport or airports of the Authority; the promotion of air safety; the development of industrial potential and services in the economic interest of the trade area to be served by the Authority; and participation of the Authority in programs of air transportation. Such services and facilities may be located on the property of the Authority or by arrangement at any other location.

702. Powers and Duties. In addition to other powers and duties elsewhere conferred and imposed and acting through its duly constituted Board of Directors, the Authority shall have all powers and duties conferred and imposed by the Act. ~~In addition to the foregoing, the Authority shall specifically have the following powers and duties:~~

~~To make and adopt all necessary By laws, rules, and regulations for its organization and operations not inconsistent with law;~~

~~To elect its own officers, to appoint committees, and to employ and fix the compensation for personnel necessary for its operation;~~

~~To enter into contracts with any person, governmental department, firm, or corporation, including both public and private corporations, and generally to do any and all things necessary or convenient for the purpose of acquiring, equipping, constructing, maintaining, improving, extending, financing, and operating a public airport to best serve the region of Northwest Arkansas;~~

~~To delegate any authority given to it by law to any of its officers, committees, agents, or employees;~~

~~To apply for, receive, and use grants-in-aid, donations, and contributions from any source, including but not limited to, the federal government, or any agency thereof, and the State, or any agency thereof, and to accept and use bequests, devises, gifts, and donations from any person, firm, or corporation;~~

~~To acquire lands and hold title thereto in its own name;~~

~~To acquire, own, hold, lease as lessor or as lessee, sell, encumber, dispose of, or otherwise deal in and with any facilities or real, personal or mixed property, wherever located;~~

~~To borrow money and execute and deliver negotiable notes, mortgage bonds, other bonds, debentures, and other evidences of indebtedness therefore, and give such security therefore as shall be requisite, including giving a mortgage or deed of trust on its airport properties and facilities in connection with the issuance of mortgage bonds;~~

~~To raise funds by the issuance and sale of revenue bonds in the manner and according to the terms set forth in State law;~~

To expend its funds in the execution of the powers and authorities given herein or by law and to invest and reinvest any of its funds pending need therefore;

To apply for, receive, and use loans, grants, donations, technical assistance, and contributions from any regional or area commissions that may be established and any agency of the federal government or the State;

To constitute the Authority, or a committee thereof, as improvement district commissioners and to create and operate an improvement district, composed of the area encompassed within the jurisdictions of the participating governing bodies, upon petition of persons claiming to be two-thirds (2/3) in value of owners of real property in the area, as shown by the last county assessment. The improvement district shall be for the purpose of financing the construction, reconstruction, or repair of the regional airport and its facilities. The creation and operation of an improvement district shall, to the extent consistent with the Act, be in accordance with the procedures established by the laws of the State for the creation and operation of municipal improvement districts;

To enforce all rules, regulations, and statutes relating to its airports, including airport-compatible land use, height hazard and zoning regulations. In this connection, the Authority is empowered and authorized to exercise the powers and privileges of the Governmental Units under Section 14-363-201 et seq. of the Arkansas Code, as amended, and the Board of Directors is designated by the Governmental Units as the zoning board for the purposes and powers under such provisions;

To levy and collect a tax on aviation fuel sold at an airport or airports of the Authority as is provided for in Section 14-364-101 and 14-364-102 of the Arkansas Code, as amended;

To plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, and regulate its airports and auxiliary services and facilities, and to establish minimum building codes and regulations and to protect and police the airports of the Authority, in cooperation with the law enforcement agencies and officers having jurisdiction in the area where the facilities of the Authority are located;

To levy and collect a tax, in an amount not to exceed the maximum permitted by law, on the boarding or disembarking of aircraft at the airport or airports of the Authority. The tax shall be levied upon and collected from the passengers boarding or disembarking from the aircraft of the airlines operating the aircraft, and the Authority is empowered to make reasonable classifications of passengers for such purposes;

To receive real and personal property from the United States for airport and related purposes by donation, purchase, lease or otherwise, and subject to such conditions and requirements relating thereto as the United States may require and to which the Authority may agree;

To apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area of jurisdiction of the member municipalities and/or counties and to establish, operate, and maintain such foreign trade zones;

To promote, advertise, and publicize the Authority and its facilities; provide information to shippers, operators, and other commercial interests; and to represent and promote the interests of the Authority;

## ARTICLE VIII - FINANCING

801. The cost of planning and acquiring, establishing, developing, constructing, enlarging, improving, or equipping an airport or airports or facilities on the site thereof, including buildings and other facilities, may be funded in any manner not inconsistent with the Arkansas Constitution or State law, including but not limited to: the issuance of bonds, borrowing money, allocations of other available funds from whatever source; constituting the Authority, or a committee thereof, as improvement district commissioners and to create and operate an improvement district, composed of the area encompassed within the jurisdictions of the participating governing bodies, upon petition of persons claiming to be two-thirds (2/3) in value of owners of real property in the area as shown by the last county assessment; revenues derived from the operation of the airport or facilities; revenues from leases and contracts granting privileges for use of the airport or facilities; revenue from contracts conferring the privilege of supplying goods, commodities, services, or facilities at the airport; revenue from aviation fuel taxes, and gifts and grants.

802. The plan for financing and construction of the airport facilities contemplated by this Agreement is herewith presented to the Governmental Units. The Governmental Units expressly recognize that the specific improvements, conditions in the financial marketplace, marketing strategy, and other factors may affect the precise terms of such plan. Receipt by the Governmental Units of such plan shall not be deemed to constitute approval nor preclude the amendment, modification, variation or revision of the plan by the Board of Directors, so long as such amendment, modification, variation or revision imposes no liability on the Governmental Units as provided in Article IX below. The Governmental Units expressly disclaim any warranty of the Authority's financing plan.

## ARTICLE IX - LIMITATION OF LIABILITY

None of the Governmental Units has herewith obligated itself to expend any of its individual funds nor has it authorized the use of its individual bonding capacity. The obligations of the Authority, including revenue bonds issued by the Authority under the Act, shall be payable from and secured by the revenues and property of the Authority, and shall not constitute a general or limited obligation of any Governmental Unit. Bonds issued by the Authority shall not constitute an indebtedness of any Governmental Unit within any constitutional or statutory limitation.

## ARTICLE X - AMENDMENT

This Agreement may be modified or amended upon the unanimous written consent of all of the Governmental Units. Such consent shall be evidenced by (i) the enactment of an ordinance by the Governing bodies of each Governmental Unit approving the substance of any such modification or amendment and (ii) the duly attested manual signature of an Authorized Officer of each of the Governmental Units affixed to the amendatory document.

## ARTICLE XI - TERMINATION

1101. This Agreement shall continue in full force and effect subsequent to its adoption by all the Governmental Units. Once this Agreement has been approved and executed by the Governmental Units,

this Agreement may not be terminated until the expiration of the period of any financial commitment made by the Authority and the payment, termination, or defeasance of any such bonds, notes or other obligations of the Authority payable solely from revenues of the airport or airports of the Authority.

1102. In the event the Authority shall be dissolved or for any reason the Authority shall cease to function, and no successor entity shall assume the power, duties and obligations of the Authority, upon due satisfaction of all financial debts and obligations of the Authority, the properties and assets of the Authority shall be liquidated and distributed to the Governmental Units in direct proportion to the funds contributed to the Authority by said Governmental Units, respectively. For the purposes of carrying out this provision, the Board of Directors shall appoint a Trustee, who shall be paid reasonable compensation and who shall serve until the property and assets of the Authority have been fully liquidated and distributed.

**ARTICLE XII - COOPERATIVE AGREEMENT**

This Agreement shall be treated as a cooperative agreement under the provisions of the Interlocal Cooperation Act, constituted as Section 25, Chapter 20 of the Arkansas Code, as amended and, further, may be treated as a formal compact pursuant to Section 14-165-201 - 14-165-204 of the Arkansas Code, as amended. The Authority may accept contributions from Governmental Units, and persons, firms or corporations.

For purposes of qualifying as an Interlocal Cooperative Agreement, this Agreement shall be submitted to the Attorney General of the State of Arkansas in accordance with Section 25-20-104(f) of the Arkansas Code, and filed with the County Clerks of Benton County and Washington County and the Secretary of State of the State of Arkansas in accordance with Sections 25-20-105(a) of the Arkansas Code.

**ARTICLE XIII - AGREEMENT CONTROLLING;  
RATIFICATION OF PRIOR AGREEMENT AND ACTS**

This Agreement constitutes a revision and restatement of the Amended Agreement and the Original Agreement between the Governmental Units that created and established the Authority, and the provisions of this Agreement shall be controlling.

The Governmental Units, by the execution of this Agreement, ratify, validate, approve, and confirm the original creation and establishment of the Authority.

**ARTICLE XIV - ENTIRE AGREEMENT; DATED DATE; EFFECTIVE DATE**

This writing constitutes the entire agreement between the Governmental Units. All amendments or modifications hereto must be in writing.

This Agreement shall be dated as of the date on which the last Governmental Unit executes this Agreement.

IN WITNESS WHEREOF the Governmental Units have caused this Agreement to be executed in their respective behalves on the signature dates set forth below:

**CITY OF BENTONVILLE, ARKANSAS, BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF FAYETTEVILLE, ARKANSAS, BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF ROGERS, ARKANSAS, BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SILOAM SPRINGS, ARKANSAS, BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title:

**CITY OF SPRINGDALE, ARKANSAS, BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title:

**COUNTY OF BENTON, ARKANSAS, BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title:

**COUNTY OF WASHINGTON, ARKANSAS, BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title:

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

**A RESOLUTION AUTHORIZING THE SALE OF  
PROPERTY LOCATED AT 206 W. MEADOW AVE./206 S.  
BLAIR ST. TO ARTENOMICS, LLC.**

**WHEREAS**, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows ("the Property"):

Lot 1 and the East 29.00 feet of Lot 2, Block 8, of the Railroad Addition to the City of Springdale, Arkansas, as per plat thereof.

Also,

The West 12.00 feet of Lot 2 and the East 25.00 feet of Lot 3 in Block 8, in the Railroad Addition to the City of Springdale, Washington County, Arkansas, as designated on the plat of said Addition now on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Also,

Beginning at a point that is 25.00 feet West of the SE corner of Lot 3 in Block 8, in the Railroad Addition to the City of Springdale, Washington County, Arkansas; thence North 130.00 feet; thence West 2.00 feet; thence South 130.00 feet; thence East 2.00 feet, to the point of beginning. Subject to roadways and easements of record, if any.

Washington County Tax Parcel No. 815-25230-001 and Washington County Tax Parcel No. 815-25229-000, more commonly known as 206 W. Meadow Ave./206 S. Blair St., Springdale Washington County, Arkansas.

**WHEREAS**, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell real property it owns, subject to approval by the City Council;

**WHEREAS**, Artenomics, LLC, has made an offer to purchase the Property from the City for the sum of \$425,000.00;

**WHEREAS**, the amount offered by Artenomics, LLC, for the Property is reasonable;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Artenomics, LLC, for the total sum of \$425,000.00.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

Letter of Intent to Purchase  
3/3/2020

Mayor Sprouse,

For your consideration, I would like to submit this proposal to purchase the following two Washington County Tax Parcels: 815-25230-001 and 815-25229-000, more commonly known as 206 W. Meadow Ave / 206 S. Blair St.

Buyer: Artenomics LLC

Seller: City of Springdale

Structure On-site: ~4,730 sf commercial office building

Offer: \$425,000

Escrow: \$3,500 - refundable up to end of due diligence period. To be applied to purchase price at closing.

Due Diligence: Buyer has 180 days to complete full due diligence. With written notice to Seller, Buyer may back out of the contract at his discretion anytime during this period. If Buyer elects to proceed after 180 days, escrowed funds become non-refundable. Seller will allow buyer access to the building while under contract.

Closing: After due diligence period, on or before August 31, 2021. City selects closing date. Must give buyer 60 day notice to close.

Closing Extension: City has option to extend closing date by 3 months for a \$1,500 fee. City must give buyer a 30-day notice to be granted the extension.

Lease Back Option: If City chooses to Close prior to August 31, 2021 and still needs the space, buyer will lease back building based on these basic terms:

Monthly Rent	3,500
Landlord to Pay:	Taxes and Insurance
Tenant to Pay:	Operating expenses, utilities, general maintenance/repairs
Term Length:	Up to 12 months at the stated rent rate

Other: Due diligence costs paid for by buyer  
Closing costs split between buyer and seller  
If lease back option is chosen, tenant takes possession of building "As Is".  
No improvements by the landlord are included.  
Parking provided is only what is included on site  
Tenant is responsible for general liability, business disruption and content insurance  
Snow and ice removal is the responsibility of the tenant

The above terms and conditions are for negotiation purposes only. Specific additional issues will be addressed in a formal agreement between the Buyer and Seller, and neither party shall be bound or obligated to perform under the above terms and conditions unless and until a formal contractual agreement is executed by both parties. Provided that the above general terms and conditions are acceptable to the Seller, please so indicate in the space provided below and return a copy of this letter to the undersigned. We will subsequently proceed with drafting a contractual agreement for the City's Review.

If you have any questions, please feel free to contact us at your convenience.

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Mayor Doug Sprouse  
City of Springdale



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Derek Gibson  
Owner/Manager  
Artenomics LLC