

**SPRINGDALE AIRPORT COMMISSION
AGENDA**

Thursday, June 18th, 2026

1:00 p.m.

City Council Chambers
Springdale Municipal Building

1. **Call to Order** – Chairman Greg Collier
2. **Roll Call**
3. **Approval of Minutes** – May 21st, 2025 Airport Commission Meeting
Pgs. 1-2
4. **Comments from the Audience**
5. **Faith in Flight permission to run a summer camp out of a hangar** –
Hannah Quon
6. **Update from Summit Aviation** – Brian Danks, FBO Manager Pgs
3-4
7. **Report From Garrett Harlan, City Attorney** Pgs. 5-19
8. **Airport Operations Report** – Austin Bersi, Airport Manager Pgs. 20-
23
9. **Airport Activity Report** – James Smith, Airport Director Pgs. 24-25
10. **Garver Update** – Greg Thomas
11. **Old Business**
12. **Comments from Commissioners**
13. **Adjourn**

SPRINGDALE AIRPORT COMMISSION
MEETING MINUTES
May 21, 2026

The regular meeting of the Springdale Airport Commission took place on Thursday, April 16, 2026 in the City Council Chambers Springdale City Hall.

The meeting was called to order by Chairman Greg Collier at 1:00 pm.

Roll call was answered by:

Greg Collier	Camron McAhren (Absent)
Joel Gardner (Absent)	Jim Ulmer
Steve Smith (Absent)	Mike Gawf
Micah Thomason	

Others present:

Garrett Harlan	City Attorney
Sabra Jeffus	City Clerk/Treasurer
Austin Bersi	Airport Manager
Sarah Curry	Planning Department, Senior Planner

APPROVAL OF MINUTES

A motion was made to approve the April 16, 2026 minutes by Commissioner Thomason and seconded by Commissioner Gawf. *All voted YES and the motion passed.*

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

UPDATE FROM SUMMIT AVIATION - Brian Danks, FBO Manager

Jet sales from April up 7% from March. Average gas sales down 10% from April.

REPORT FROM CITY ATTORNEY - Garrett Harlan

A copy of Ray Dotson's complaint was provided to commissioners. The Springdale Airport Commission has until on or around June 13, 2026 to file an answer.

AIRPORT OPERATIONS REPORT - Austin Bersi, Airport Manager

Update on the completion of the tasked airport pricing Sheet and self-fueling permit application. An item left to finalize documents would be a monthly tie down cost set. The annual self-fueling will also need to be determined.

Commissioner Thomason made a motion to set fueling fee at \$200 per year. Commissioner Gawf second the motion. *All voted YES and the motion passed.*

Commissioner Thomason made a motion making the monthly tie down rate at \$75. Commissioner Ulmer second the motion. *All voted YES and the motion passed.*

AIRPORT ACTIVITY REPORT - Austin Bersi, Airport Manager

Discussion on the City of Springdale's July 4th celebration for America's 250th birthday. Two separate upcoming events were set due to scheduling conflicts with the National Guard. The first event is set for Thursday evening on July 2nd for touch a truck alongside with military aircraft demonstrations. The second event is set Saturday 10am-3pm on July 11th for a car show partnering with Cruising the Ozarks.

Operations are up by about 4,000 operations from this time last year.

Update on insurance work, they have transitioned to reroofing hangars and have completed hangar numbers 0-3.

GARVER UPDATE – Greg Thomas

The strategic plan's final draft is at completion with final touches for next week before it is sent to the group. A meeting will be scheduled to incorporate any last comments, sign and finalize the project.

Greg Thomas will work with Austin Bersi on additional items needed for the tower rehab project. Austin Bersi will speak with the contractors to switch gears from the hangars to replacing the windows for the tower.

OLD BUSINESS

The fence on the northwest side next to the housing authority has been moved back and completed by the city.

AIRPORT RULES, REGULATIONS AND EMERGENCY PLAN UPDATE

Commissioner Gawf suggested the footer reflect the date of approval. Garrett Harlan, City Attorney also suggested an acknowledgement as a statement be added at the end, for each having read and fully understood the terms of these rules and regulations.

Thru the fence operations section 8.1. Commissioner Thomason passed out a summary of thru the fence operations to discuss next month.

COMMISSION COMMENTS

No comments from Commissioners.

The meeting was adjourned at 2:33 pm.

Greg Collier, Chairman

Joel Gardner, Vice Chair

Jennifer Vasquez, Recorder

May 2026 Summit Fuel Sales

Jet-A: 57,130 Gallons Up 7% from April (+3,901 Gallons)

100LL: 6,937.35 Gallons Up 15% from April (+1,047.4Gallons)

May 2025 Summit Fuel Sales

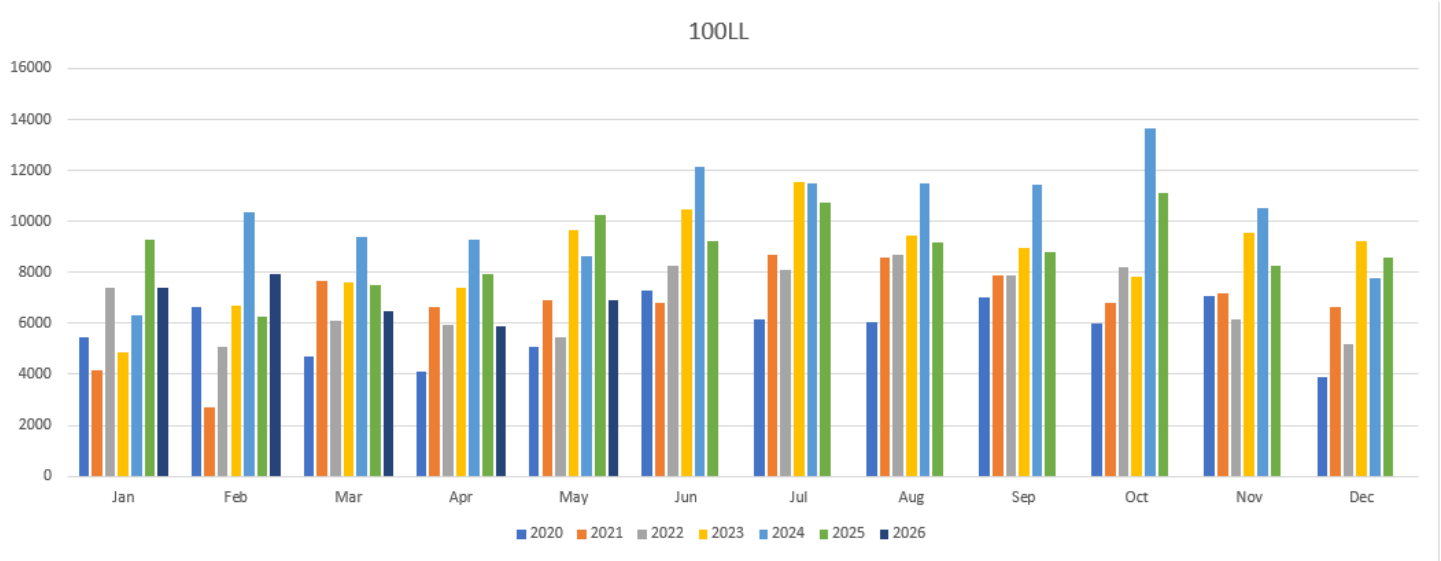
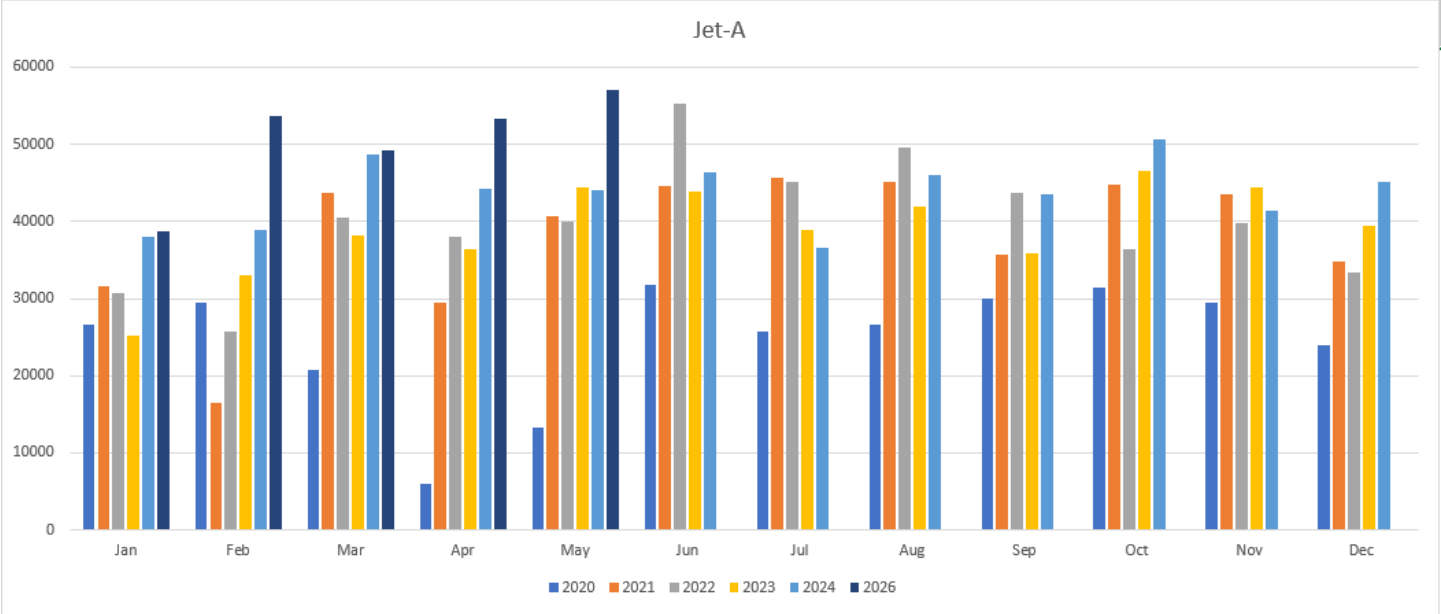
Jet-A: 46,252 Gallons

100LL: 10,256.22 Gallons

May 2024 Summit Fuel Sales

Jet-A: 44,146 Gallons

Avgas: 8,615.56 Gallons



FW: June 18th Airport Commission Meeting



Garrett Harlan <gharlan@springdalear.gov>

To: Kristen Mize

Cc: Sabra Jeffus; Jennifer Vasquez; Anna McKinney; Colby Fulfer

 Follow up. Start by Thursday, June 11, 2026. Due by Thursday, June 11, 2026.

 Reply  Reply All  Forward 

Thu 6/11/2026 11:26 AM

Place this email on the agenda as well. Thanks.

From: Garrett Harlan <gharlan@springdalear.gov>

Sent: Thursday, June 11, 2026 11:22 AM

To: 'julm46@gmail.com' <julm46@gmail.com>; 'camron@iflyairo.com' <camron@iflyairo.com>; 'jgardner@ozark.org' <jgardner@ozark.org>; 'magawf@rocklineind.com' <magawf@rocklineind.com>; 'mthomason@od.sco.edu' <mthomason@od.sco.edu>; 'ssmith0203@aol.com' <ssmith0203@aol.com>; 'Greg Collier' <gcollier@farmersagent.com>

Cc: 'Sabra Jeffus' <sjeffus@springdalear.gov>; James Smith <jsmith@springdalear.gov>; Austin Bersi <abersi@springdalear.gov>

Subject: June 18th Airport Commission Meeting

Commissioners:

I will be in Little Rock next week attending the annual Municipal League Conference with other members of the City and, therefore, will be unable to attend next week's meeting. In light of that, I wanted to provide an update from the City Attorney's Office:

1. Ray Dotson Lawsuit

I filed a Motion to Dismiss the lawsuit on May 28, 2026. The motion argued that Mr. Dotson was not a party to the lease agreement and, therefore, lacked standing to enforce any provision of that agreement. Additionally, the motion asserted that Mr. Dotson failed to allege that the Airport Commission violated any recognized law in voting not to approve the lease assignment.

In response to the Motion to Dismiss, Mr. Dotson's attorney filed an Amended Complaint a few days ago asserting several new allegations. The City Attorney's Office intends to file a renewed motion seeking dismissal of the amended pleading in the coming weeks.

2. Hangar Lease Agreements

The City Attorney's Office, with Austin's assistance, has prepared revised draft hangar lease agreements that will be on the agenda next week. These drafts are still preliminary, so please review them and provide any comments or proposed revisions you would like the City Attorney's Office to consider.

3. Rules and Regulations

I provided the most recent version of the Rules and Regulations to the Mayor's Office for review. The Mayor's Office has requested that the Commission delay consideration of that version until the July meeting, as the Mayor intends to attend and participate in the discussion of this item.

As always, please feel free to contact me directly if you would like additional information regarding any of these matters or any other airport-related issue. My cell is 479-957-5194.

Respectfully,
Garrett Harlan
City Attorney

BOX/CORPORATE HANGAR LEASE AGREEMENT – SPRINGDALE MUNICIPAL AIRPORT

This Agreement is made and entered into by and between the City of Springdale, Arkansas, a municipal corporation, hereinafter called “Lessor,” and _____ hereinafter called “Lessee”.

WHEREAS, Lessor has expended substantial sums of money for the construction of airplane hangar facilities and is desirous of leasing said facilities to private parties subject to the control of the City; and

WHEREAS, Lessee is desirous of utilizing the City’s modern and convenient airplane parking and storage facilities, and

WHEREAS, the Springdale Airport Commission has approved this Lease Agreement prior to the beginning of this lease term.

The parties, therefore, have mutually agreed and consented to the following terms and conditions of this Lease Agreement:

W I T N E S S E T H:

1. Leased Premises.

Lessor agrees to lease and Lessee agrees to pay rent and occupy the Hangar No. _____ located at the Springdale Municipal Airport in Springdale, Arkansas.

2. Rental.

Lessee agrees to pay a monthly rental fee of \$_____ to be paid by the 5th of each month (“due date”), payable directly to the Springdale City Clerk/Treasurer. Lessor and Lessee also agree to prorate rents for use of the above-described premises during partial months.

3. Late Charges.

- (a) Lessee agrees to pay 10% of the monthly rental payment as a late charge for any monthly payment, or any part thereof, which is not paid within ten (10) days of the above-stated due date.
- (b) The late charge shall increase to 20% of the monthly rental payment in the event Lessee fails to pay the monthly rental payment in full for two (2) consecutive months.
- (c) The late charge shall increase to 30% of the monthly rental payment in the event Lessee fails to pay the monthly rental payment in full for three (3) consecutive months.

It is hereby agreed that these are reasonable penalties to cover additional administrative costs associated with additional delays and the imposition of additional bookkeeping requirements.

4. Returned Checks.

Lessee agrees to pay a returned check fee of Twenty-Five Dollars (\$25.00) for each check returned for insufficient funds or otherwise dishonored by the financial institution. In the event a payment is returned, or if deemed necessary by the City Clerk, the City Clerk shall have the sole discretion to determine the acceptable form of future payments, including requiring payment by cash, cashier's check, money order, or other approved method.

5. Term.

The parties agree that the initial term of this lease shall commence on the date of execution of this instrument, unless stated otherwise herein, for a period of one (1) year. The parties further agree that upon the completion of the initial term this lease shall continue on a month-to-month basis until the Lessor or the Lessee provides the other with a thirty (30) day written notice of intention to terminate this lease.

6. Termination for Late Payment.

This Lease may, at the discretion of the Lessor, terminate upon Lessee's failure to pay the monthly rental payment, outlined in Section 2, in full within thirty (30) calendar days of the due date.

7. Right to Alter Rent.

Lessee agrees that Lessor shall have the right to change the rent amount as conditions may necessitate; provided, however, that the Lessor's power to alter the rent amount may not be exercised unless written notice of at least sixty (60) days prior to said increase is given to Lessee.

8. Insurance.

Lessor shall provide the requisite insurance on the hangar structure. Lessee shall be solely responsible for maintaining insurance on Lessee's personal property, aircraft, and any other equipment stored in or on the Lessor's hangar premises if desired.

9. Application of Laws.

Lessee agrees to abide by all Springdale Municipal Airport Rules and Regulations (hereafter "Rules and Regulations"), City of Springdale Ordinances, FAA regulations, and state statutes applicable to its use of the airport and the hangar facilities herein described, and acknowledges that any violation of said Rules and Regulations, Ordinances and/or FAA regulations or state statutes shall constitute an immediate forfeiture of Lessee's right to continue to occupy the premises and termination of this lease.

10. Lessor's Right to Inspect.

Lessor retains the right to inspect the premises at any and all reasonable times in order to assure that Lessee is in compliance with Rules and Regulations, City Ordinances, FAA regulations, and state statutes, and that the premises are maintained in a clean and orderly fashion. Lessee agrees that failure to keep the premises in a reasonably clean condition shall constitute a material breach of this Agreement.

11. Subletting, Assignment, and Transfer of Lease.

(a) Lessee may not assign or transfer this Lease, or any interest therein, to any third party. Any purported assignment or transfer without the express written consent of the Springdale Airport Commission by majority vote, shall be void and may constitute grounds for immediate termination of this Lease.

(b) Sublease of Hangar Space. Because Box/Corporate hangars are designed to accommodate multiple aircraft, Lessee may sublease a portion of the hangar space to one or more parties solely for the purpose of aircraft storage, subject to all of the following conditions:

(i) Lessee must maintain Lessee's own aircraft within the hangar at all times during which any sublease arrangement is in effect. Failure to maintain Lessee's own aircraft within the hangar shall constitute a material breach of this Agreement. The requirement that Lessee maintain its own aircraft within the hangar may be waived only by prior written consent of Lessor.

(ii) Any sublease shall be limited to hangar space only and shall not constitute, nor be construed as, an assignment or transfer of this Lease.

(iii) All subleases must be memorialized in a written agreement, and Lessee shall provide Lessor with a copy of any such sublease agreement within ten (10) days of execution.

(iv) Any sublessee shall be subject to all applicable Springdale Municipal Airport Rules and Regulations and the terms of this Lease.

(v) Lessee remains fully responsible for all obligations under this Lease regardless of any sublease arrangement. The sublease of hangar space does not relieve Lessee of any duty, liability, or obligation under this Agreement.

(c) The prohibition on lease assignment and transfer shall not preclude a transfer upon the sale of the aircraft associated with this hangar, which is governed exclusively by Section 12 of this Agreement.

12. Transfer of Lease Upon Sale of Associated Aircraft.

In the event that a third party purchases the aircraft currently associated with and housed in this hangar (Hangar No. _____), and the purchasing party wishes to assume this Lease Agreement, the following requirements must be satisfied:

(a) The prospective transferee must provide written notice to the Airport Manager or the Airport Director, at least thirty (30) days prior to the requested effective date of the transfer. No verbal notice shall be sufficient.

(b) Upon receipt of timely written notice, the Airport Manager shall seek to place the transfer request on the agenda of the next regularly scheduled Springdale Airport Commission meeting, if possible, following receipt of said notice.

(c) No transfer of this Lease shall be effective until the Springdale Airport Commission has reviewed and approved the transfer by majority vote.

(d) Written notice shall be personally delivered to the Airport Manager or Airport Director at the Springdale Municipal Airport, or via certified U.S. Mail or electronic mail to the address or email address on file with the Airport. The prospective transferee is responsible for confirming receipt of the notice.

- (e) Any transfer made without compliance with the requirements of this Section shall be void and shall, at the option of Lessor, constitute grounds for termination of this Lease.

13. Limitations on Use of Premises.

- (a) Lessee agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said airplanes, and that no other vehicles, equipment, or supplies shall be stored on the premises unless expressly agreed to by Lessor. Lessee further agrees not to store any flammable material on the premises or in any way endanger or violate the provisions of Lessor's property damage insurance policy or the requirements of the same. Any such violation shall constitute a material breach of this Agreement.
- (b) Lessee further agrees that it shall only be permitted to engage in minor maintenance on the airplanes stored in the hangar and shall not permit any person, be it Lessee, its agents, assigns, invitees, or licensees, to engage in any major overhaul or other major mechanical repairs of the Lessee's stored aircraft or any other aircraft within the leased premises.
- (c) Lessee agrees that no aircraft engines shall be fueled, started, or operated inside the leased premises and that the violation of this provision by Lessee, its agents, assigns, licensees, or invitees, shall constitute a material breach and automatically terminates Lessee's rights to the premises herein.
- (d) Lessee agrees that no locks will be placed on doors of the hangar except those authorized by or furnished by Lessor, or its duly authorized representative. Any locks placed on hangar doors in contravention hereof may be removed by Lessor without prior notice to Lessee and shall be deemed to constitute a material breach of this Agreement.
- (e) No improvements shall be made to the leased premises by Lessee unless Lessee has first obtained written authorization therefor from Lessor. Any improvements authorized by Lessor and made by Lessee shall be deemed to be fixtures and shall thus become part of the leased premises belonging to Lessor upon Lessee's termination, whether voluntary or involuntary, of this Lease.

14. Parking Violations.

Lessee, as well as Lessee's guests, invitees, and agents, shall park personal vehicles only in designated parking areas. Parking personal vehicles in front of or adjacent to hangars, on grassed areas, or in any other undesignated area is strictly prohibited, as such parking impedes hangar access and creates safety and operational hazards. Violations shall be subject to the following schedule of fines and consequences:

- (a) First Violation: A fine of Fifty Dollars (\$50.00), due and payable to Lessor within thirty (30) days of notice.
- (b) Second Violation: A fine of One Hundred Dollars (\$100.00), due and payable to Lessor within thirty (30) days of notice.
- (c) Third Violation: A fine of Two Hundred Fifty Dollars (\$250.00) plus written notice that Lessee's continued parking violations constitute a material breach of this Lease

and may result in termination of this Lease Agreement by Lessor with thirty (30) days' written notice.

All parking fines assessed under this Section shall be considered additional rent due and payable under this Lease. Fines not paid within thirty (30) days of notice shall be subject to the late charges provided in Section 3 of this Agreement.

15. Hold Harmless and Indemnity.

Lessee agrees to hold Lessor harmless for any damages caused by, or arising from, Lessee's use and possession of the Premises, and further agrees to indemnify Lessor in the event any claim for damages is brought against Lessor as a result of, or arising from, Lessee's use and possession of the Premises. Lessee further agrees that it shall indemnify Lessor and hold Lessor harmless from any and all claims, duty, liability, or suit which may be brought against Lessor as a result of accident, damage, or injury to persons or personal property caused by Lessee, or any employee, agent, representative, licensee, or invitee of Lessee, occurring on the leased premises. Lessee further acknowledges that it shall in no way hold Lessor responsible for any theft or damage to the premises or the contents therein, and that Lessee shall be responsible for obtaining adequate insurance protection against such theft or damage to personal property stored on the leased premises. This Agreement is in no way intended to waive the sovereign immunity of Lessor provided in Ark. Code Ann. §21-9-301.

16. Default.

Lessee shall be in default under the provisions of this Lease upon the happening of any of the following events or conditions:

- (a) Failure to pay the rentals provided herein at the times, in the amounts, and in the manner set forth, or within thirty (30) days after the date the same become due;
- (b) Failure to keep or perform any of the covenants on the part of the Lessee herein to be kept or performed;
- (c) Should the Lessee become insolvent, or become bankrupt, either voluntarily or involuntarily, or make any assignment for the benefit of creditors; or if a receiver be appointed for Lessee to take charge of and manage Lessee's affairs; or if any levy of execution against the Lessee remains unsatisfied for a period of ten (10) days from and after the levy of the same.

17. Waiver.

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

18. Entire Agreement; Modification.

It is understood and agreed that all understandings and agreements heretofore existing between the parties are merged into this Agreement, which alone fully and completely expresses the contract. This Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied herein made by the other. This Agreement may not be changed or terminated orally.

19. Time of Essence; Binding Agreement.

It is understood and agreed that time is of the essence in this Agreement, and that the Agreement shall be binding upon the heirs, personal representatives, successors, attorneys, and assigns of the parties.

20. Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of Arkansas. Venue for any legal action arising out of this Contract shall lie in Washington County, Arkansas.

IN WITNESS WHEREOF, the parties have set their hands and seals this the _____ day of _____, 20_____.

CITY OF SPRINGDALE, Lessor

BY: _____
Mayor

ATTEST:

City Clerk/Treasurer

Lessee Signature

Lessee Print Name

Address

City/State/Zip

Telephone

Email

By signing below, Lessee acknowledges that he/she has received and reviewed a copy of the Springdale Municipal Airport Rules and Regulations and agrees to be bound by all such rules and regulations, as may be amended from time to time, which are incorporated herein by reference.

Date

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, _____, to me well known as the person who signed the foregoing Lease Agreement, and stated that he/she had executed the same for the consideration and purpose therein mentioned and set forth.

My Commission Expires:

7

T-HANGAR LEASE AGREEMENT – SPRINGDALE MUNICIPAL AIRPORT

This Agreement is made and entered into by and between the City of Springdale, Arkansas, a municipal corporation, hereinafter called “Lessor,” and _____ hereinafter called “Lessee”.

WHEREAS, Lessor has expended substantial sums of money for the construction of airplane hangar facilities and is desirous of leasing said facilities to private parties subject to the control of the City; and

WHEREAS, Lessee is desirous of utilizing the City’s modern and convenient airplane parking and storage facilities, and

WHEREAS, the Springdale Airport Commission has approved this Lease Agreement prior to the beginning of this lease term.

The parties, therefore, have mutually agreed and consented to the following terms and conditions of this Lease Agreement:

W I T N E S S E T H:

1. Leased Premises.

Lessor agrees to lease and Lessee agrees to pay rent and occupy the T-Hangar No. _____ located at the Springdale Municipal Airport in Springdale, Arkansas.

2. Rental.

Lessee agrees to pay a monthly rental fee of \$_____ to be paid by the 5th of each month (“due date”), payable directly to the Springdale City Clerk/Treasurer. Lessor and Lessee also agree to prorate rents for use of the above-described premises during partial months.

3. Late Charges.

- (a) Lessee agrees to pay 10% of the monthly rental payment as a late charge for any monthly payment, or any part thereof, which is not paid within ten (10) days of the above-stated due date.
- (b) The late charge shall increase to 20% of the monthly rental payment in the event Lessee fails to pay the monthly rental payment in full for two (2) consecutive months.
- (c) The late charge shall increase to 30% of the monthly rental payment in the event Lessee fails to pay the monthly rental payment in full for three (3) consecutive months.

It is hereby agreed that these are reasonable penalties to cover additional administrative costs associated with additional delays and the imposition of additional bookkeeping requirements.

4. Returned Checks.

Lessee agrees to pay a returned check fee of Twenty-Five Dollars (\$25.00) for each check returned for insufficient funds or otherwise dishonored by the financial institution. In the event a payment is returned, or if deemed necessary by the City Clerk, the City Clerk shall have the sole discretion to determine the acceptable form of future payments, including requiring payment by cash, cashier's check, money order, or other approved method.

5. Term.

The parties agree that the initial term of this lease shall commence on the date of execution of this instrument, unless stated otherwise herein, for a period of one (1) year. The parties further agree that upon the completion of the initial term this lease shall continue on a month-to-month basis until the Lessor or the Lessee provides the other with a thirty (30) day written notice of intention to terminate this lease.

6. Termination for Late Payment.

This Lease may, at the discretion of the Lessor, terminate upon Lessee's failure to pay the monthly rental payment, outlined in Section 2, in full within thirty (30) calendar days of the due date.

7. Right to Alter Rent.

Lessee agrees that Lessor shall have the right to change the rent amount as conditions may necessitate; provided, however, that the Lessor's power to alter the rent amount may not be exercised unless written notice of at least sixty (60) days prior to said increase is given to Lessee.

8. Insurance.

Lessor shall provide the requisite insurance on the hangar structure. Lessee shall be solely responsible for maintaining insurance on Lessee's personal property, aircraft, and any other equipment stored in or on the Lessor's hangar premises if desired.

9. Application of Laws.

Lessee agrees to abide by all Springdale Municipal Airport Rules and Regulations (hereafter "Rules and Regulations"), City of Springdale Ordinances, FAA regulations, and state statutes applicable to its use of the airport and the hangar facilities herein described, and acknowledges that any violation of said Rules and Regulations, Ordinances and/or FAA regulations or state statutes shall constitute an immediate forfeiture of Lessee's right to continue to occupy the premises and termination of this lease.

10. Lessor's Right to Inspect.

Lessor retains the right to inspect the premises at any and all reasonable times in order to assure that Lessee is in compliance with Rules and Regulations, City Ordinances, FAA regulations, and state statutes, and that the premises are maintained in a clean and orderly fashion. Lessee agrees that failure to keep the premises in a reasonably clean condition shall constitute a material breach of this Agreement.

11. No Subletting, Assignment, or Transfer of Lease.

Lessee may not sublet, assign, or otherwise transfer this Lease, without the express written consent of the Springdale Airport Commission by a majority vote. Any other sublease, assignment, or transfer of this Lease shall be void and may constitute grounds for immediate termination of this Lease. The prohibition on subletting and assignment contained herein shall not preclude a transfer upon the sale of the aircraft associated with this hangar, which is governed exclusively by Section 12 of this Agreement.

12. Transfer of Lease Upon Sale of Associated Aircraft.

In the event that a third party purchases the aircraft currently associated with and housed in this hangar (T-Hangar No. _____), and the purchasing party wishes to assume this Lease Agreement, the following requirements must be satisfied:

- (a) The prospective transferee must provide written notice to the Airport Manager or the Airport Director, at least thirty (30) days prior to the requested effective date of the transfer. No verbal notice shall be sufficient.
- (b) Upon receipt of timely written notice, the Airport Manager shall seek to place the transfer request on the agenda of the next regularly scheduled Springdale Airport Commission meeting, if possible, following receipt of said notice.
- (c) No transfer of this Lease shall be effective until the Springdale Airport Commission has reviewed and approved the transfer by majority vote.
- (d) Written notice shall be delivered to the Airport Manager or Airport Director at the Springdale Municipal Airport, or via certified U.S. Mail or electronic mail to the address or email address on file with the Airport. The prospective transferee is responsible for confirming receipt of the notice.
- (e) Any transfer made without compliance with the requirements of this Section shall be void and shall, at the option of Lessor, constitute grounds for termination of this Lease.

13. Limitations on Use of Premises.

- (a) Lessee agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said airplanes, and that no other vehicles, equipment, or supplies shall be stored on the premises unless expressly agreed to by Lessor. Lessee further agrees not to store any flammable material on the premises or in any way endanger or violate the provisions of Lessor's property damage insurance policy or the requirements of the same. Any such violation shall constitute a material breach of this Agreement.
- (b) Lessee further agrees that it shall only be permitted to engage in minor maintenance on the airplanes stored in the hangar and shall not permit any person, be it Lessee, its agents, assigns, invitees, or licensees, to engage in any major overhaul or other major mechanical repairs of the Lessee's stored aircraft or any other aircraft within the leased premises.
- (c) Lessee agrees that no aircraft engines shall be fueled, started, or operated inside the leased premises and that the violation of this provision by Lessee, its agents, assigns, licensees, or invitees, shall constitute a material breach and automatically terminates Lessee's rights to the premises herein.

- (d) Lessee agrees that no locks will be placed on doors of the hangar except those authorized by or furnished by Lessor, or its duly authorized representative. Any locks placed on hangar doors in contravention hereof may be removed by Lessor without prior notice to Lessee and shall be deemed to constitute a material breach of this Agreement.
- (e) No improvements shall be made to the leased premises by Lessee unless Lessee has first obtained written authorization therefor from Lessor. Any improvements authorized by Lessor and made by Lessee shall be deemed to be fixtures and shall thus become part of the leased premises belonging to Lessor upon Lessee's termination, whether voluntary or involuntary, of this Lease.

14. Parking Violations.

Lessee, as well as Lessee's guests, invitees, and agents, shall park personal vehicles only in designated parking areas. Parking personal vehicles in front of or adjacent to hangars, on grassed areas, or in any other undesignated area is strictly prohibited, as such parking impedes hangar access and creates safety and operational hazards. Violations shall be subject to the following schedule of fines and consequences:

- (a) First Violation: A fine of Fifty Dollars (\$50.00), due and payable to Lessor within thirty (30) days of notice.
- (b) Second Violation: A fine of One Hundred Dollars (\$100.00), due and payable to Lessor within thirty (30) days of notice.
- (c) Third Violation: A fine of Two Hundred Fifty Dollars (\$250.00) plus written notice that Lessee's continued parking violations constitute a material breach of this Lease and may result in termination of this Lease Agreement by Lessor with thirty (30) days' written notice.

All parking fines assessed under this Section shall be considered additional rent due and payable under this Lease. Fines not paid within thirty (30) days of notice shall be subject to the late charges provided in Section 3 of this Agreement.

15. Hold Harmless and Indemnity.

Lessee agrees to hold Lessor harmless for any damages caused by, or arising from, Lessee's use and possession of the Premises, and further agrees to indemnify Lessor in the event any claim for damages is brought against Lessor as a result of, or arising from, Lessee's use and possession of the Premises. Lessee further agrees that it shall indemnify Lessor and hold Lessor harmless from any and all claims, duty, liability, or suit which may be brought against Lessor as a result of accident, damage, or injury to persons or personal property caused by Lessee, or any employee, agent, representative, licensee, or invitee of Lessee, occurring on the leased premises. Lessee further acknowledges that it shall in no way hold Lessor responsible for any theft or damage to the premises or the contents therein, and that Lessee shall be responsible for obtaining adequate insurance protection against such theft or damage to personal property stored on the leased premises. This Agreement is in no way intended to waive the sovereign immunity of Lessor provided in Ark. Code Ann. §21-9-301.

16. Default.

Lessee shall be in default under the provisions of this Lease upon the happening of any of the following events or conditions:

- (a) Failure to pay the rentals provided herein at the times, in the amounts, and in the manner set forth, or within thirty (30) days after the date the same become due;
- (b) Failure to keep or perform any of the covenants on the part of the Lessee herein to be kept or performed;
- (c) Should the Lessee become insolvent, or become bankrupt, either voluntarily or involuntarily, or make any assignment for the benefit of creditors; or if a receiver be appointed for Lessee to take charge of and manage Lessee's affairs; or if any levy of execution against the Lessee remains unsatisfied for a period of ten (10) days from and after the levy of the same.

17. Waiver.

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

18. Entire Agreement; Modification.

It is understood and agreed that all understandings and agreements heretofore existing between the parties are merged into this Agreement, which alone fully and completely expresses the contract. This Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied herein made by the other. This Agreement may not be changed or terminated orally.

19. Time of Essence; Binding Agreement.

It is understood and agreed that time is of the essence in this Agreement, and that the Agreement shall be binding upon the heirs, personal representatives, successors, attorneys, and assigns of the parties.

20. Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of Arkansas. Venue for any legal action arising out of this Contract shall lie in Washington County, Arkansas.

IN WITNESS WHEREOF, the parties have set their hands and seals this the _____ day of _____, 20____.

CITY OF SPRINGDALE, Lessor

BY: _____
Mayor

ATTEST:

City Clerk/Treasurer

Lessee Signature

Lessee Print Name

Address

City/State/Zip

Telephone

Email

By signing below, Lessee acknowledges that he/she has received and reviewed a copy of the Springdale Municipal Airport Rules and Regulations and agrees to comply with all such rules and regulations, as may be amended from time to time, which are incorporated herein by reference.

Date

ACKNOWLEDGMENT

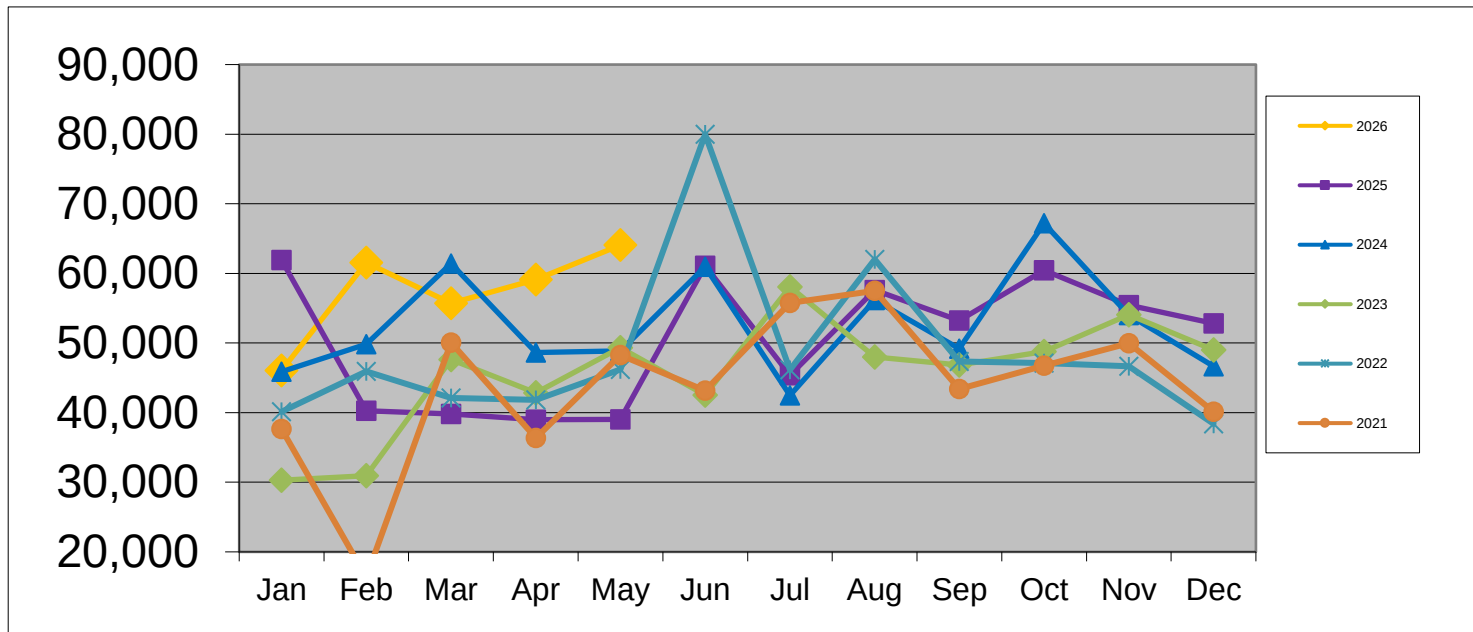
BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, _____, to me well known as the person who signed the foregoing Lease Agreement, and stated that he/she had executed the same for the consideration and purpose therein mentioned and set forth.

My Commission Expires:

7

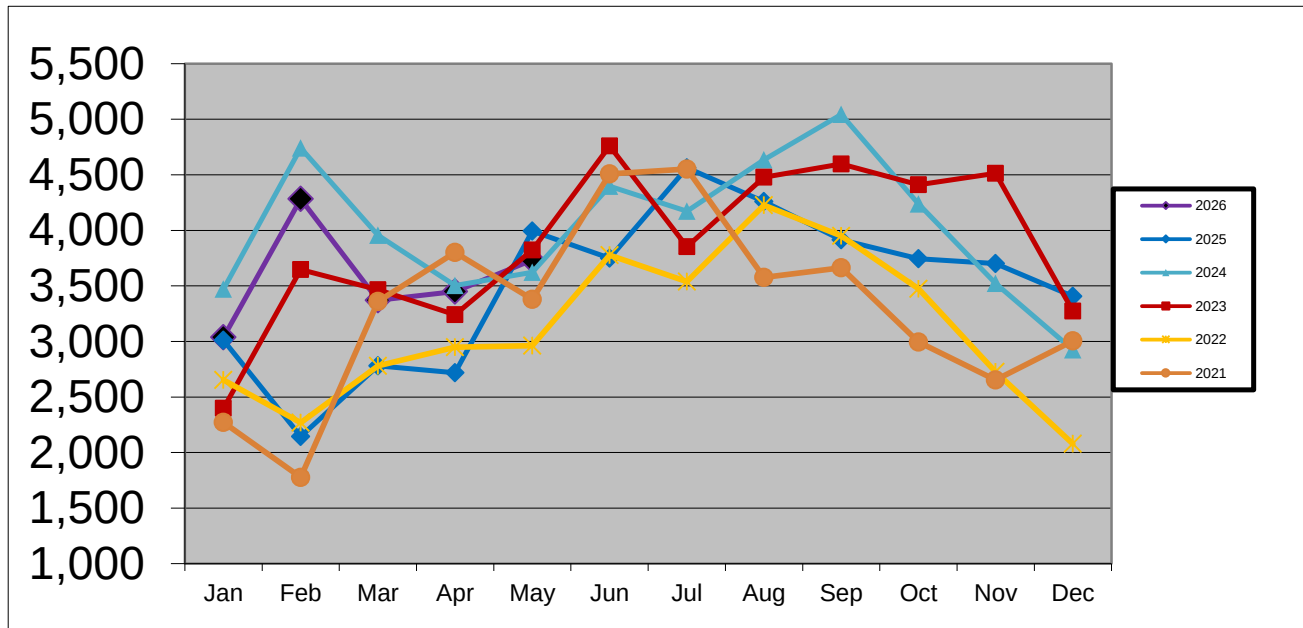
City of Springdale Municipal Airport Commission
Gallons of Fuel Purchases

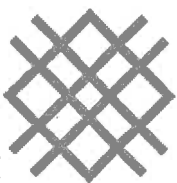
	2026	2025	2024	2023	2022	2021
Jan	46,062	61,914	45,869	30,294	40,150	37,651
Feb	61,564	40,252	49,853	30,922	45,911	16,370
Mar	55,734	39,811	61,414	47,644	42,119	50,083
Apr	59,119	38,988	48,648	42,841	41,821	36,375
May	64,067	39,016	48,886	49,340	46,214	48,288
Jun		61,100	60,959	42,512	79,971	43,149
Jul		45,357	42,476	58,080	46,170	55,781
Aug		57,582	56,192	47,993	62,004	57,499
Sep		53,253	49,190	46,835	47,364	43,410
Oct		60,446	67,187	48,792	47,144	46,737
Nov		55,449	53,997	54,070	46,667	49,989
Dec		52,803	46,644	48,995	38,399	40,150
Totals	286,546	605,971	631,315	548,318	583,934	525,482



Springdale Municipal Airport Total Operations

	2026	2025	2024	2023	2022	2021
Jan	3,037	3,010	3,471	2,398	2,653	2,272
Feb	4,282	2,145	4,740	3,647	2,268	1,777
Mar	3,371	2,781	3,955	3,465	2,781	3,361
Apr	3,448	2,717	3,502	3,241	2,947	3,800
May	3,733	3,993	3,622	3,824	2,963	3,379
Jun		3,749	4,396	4,759	3,778	4,507
Jul		4,563	4,171	3,853	3,538	4,552
Aug		4,258	4,634	4,479	4,226	3,576
Sep		3,916	5,043	4,598	3,951	3,662
Oct		3,743	4,237	4,409	3,473	2,995
Nov		3,700	3,522	4,513	2,725	2,653
Dec		3,407	2,924	3,273	2,078	3,005
Totals	17,871	41,982	48,217	46,459	48,482	39,539





CITY OF SPRINGDALE

201 SPRING STREET

SPRINGDALE, AR 72764

479-750-8118

*** CUSTOMER RECEIPT ***

Batch ID: CITYCLERK

6/04/26 01

Receipt no:

5057

Type Svccd Description

Amount

41

AP-FUEL FLOWAGE FEES

\$6190.03

SUMMIT AVIATION

OTHER INCOME / FUEL 40101103690000

FUEL FLOWAGE MAY 2026

55,023 GAL @ .11=6052.53;

RAMP FEES 137.50

JV

CK Ref#:

5085

\$6190.03

Total payment:

\$6190.03

Trans date: 6/04/26

Time: 10:14:13

THANK YOU FOR YOUR PAYMENT

COPY

CITY OF SPRINGDALE
 AIRPORT ACCOUNTS RECEIVABLE
 AGING REPORT - 6/1/2026

CUST ID	HANGAR NUMBER	NAME	TOTAL	NOT YET DUE	1 - 30 DAYS DUE	31 - 60 DAYS DUE	61 - 90 DAYS DUE	OVER 90 DAYS DUE
HANGAR LEASE								
70	807	JEFF RHODES - #807	294.00	294.00	-	-	-	-
1015	806	CRAWFORD, SHANE - #806	294.00	294.00	-	-	-	-
1691	008	BRAIN, JAMES - # 008	220.00	220.00	-	-	-	-
1810	607	FOGG, BRITT - #607	274.80	274.80	-	-	-	-
1858	202	FISHER, VINCENT - #202	176.00	176.00	-	-	-	-
1902	708	MORRIS, BRANDON - #708	283.00	283.00	-	-	-	-
2003	710	MORRIS, BRANDON - #710	148.00	148.00	-	-	-	-
2206	1201	CRAWFORD, SHANE - 1201	398.00	398.00	-	-	-	-
2260	001	TISDALE-001, JUSTIN	682.00	220.00	242.00	320.00	-	-
2291	403	JOE DILLARD & TIM WYLER	253.00	253.00	-	-	-	-
2295	006	SCHUMACHER, STEVE	155.86	155.86	-	-	-	-
2298	808	WILLIAMS, ALONZO	294.00	294.00	-	-	-	-
2303	102	PUGLEASA, WILLIAM HUNTER	116.30	107.00	9.30	-	-	-
2304	003	MATT GILBRECH - FRANKLIN	184.00	184.00	-	-	-	-
2306	304	CLARK AVIATION - STEVE & ANDREW CLARI	184.00	184.00	-	-	-	-
2315	24	AVIATION HOLDINGS, LLC	116.68	58.34	58.34	-	-	-
TOTAL DUE			4,073.64	3,544.00	309.64	320.00	-	-
			102.45%	87.00%	7.60%	7.86%	0.00%	0.00%
AIRPORT TERMINAL								
2043	CAFÉ	ALBATROSS BAR & GRILL	2,160.00	-	-	-	-	2,160.00
2134	CAFÉ	FLIGHTLINE BAR & GRILL	1,440.00	-	-	-	-	1,440.00
2176	CAFÉ	COWBOY DINER	1,280.00	-	-	-	-	1,280.00
2176	CAFÉ	MANNY GONZALAS, EL CHEFE	800.00	-	-	-	-	800.00
2259	CAFÉ	AIRMEX LLC, EL HANGAR	400.00	400.00	-	-	-	-
			6,080.00	400.00	-	-	-	5,680.00
GRAND TOTAL			10,153.64	3,944.00	309.64	320.00	-	5,680.00

**City of Springdale
Airport Commission
Balance Sheet
May 1, 2026**

Assets

Current Assets

Cash in bank	\$ 1,537,187
Accounts receivable, net	253,066
Allowance for doubtful accounts	(5,680)
Prepaid assets	935
Other assets	<u>1,977</u>

Total Current Assets 1,787,485

Capital Assets

Land	3,297,658
Land improvements	13,053,210
Buildings	5,859,242
Machinery and equipment	1,101,627
Construction in progress	2,484,779
Less accumulated depreciation	<u>(10,867,904)</u>

Total Capital Assets, net of accumulated depreciation 14,928,612

Total Assets \$ 16,716,097

Liabilities and Fund Balance

Liabilities

Salaries payable	\$ -
Accounts payable	(0)
Due to other funds	525,740
Compensated absences	9,360
Customer deposits	600
Unearned revenue - hangar rent	47,292
Other Liabilities	<u>13,305</u>

Total Liabilities 596,296

Fund Balance 16,119,801

Total Liabilities and Fund Balance \$ 16,716,097

CITY OF SPRINGDALE
Airport Commission
2026 Revenues and Expenditures

	January	February	March	April	May	Year to Date	2025 Total	2024 Total	2023 Total
Revenue									
Washington County Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,954	\$ 58,844	\$ 27,816
Springdale Sales Tax	-	-	-	-	-	-	45,065	72,169	43,453
Federal Grants	-	-	-	2,519	-	2,519	1,116,398	293,227	599,574
State Grants	-	-	-	-	-	-	97,304	-	-
Hangar Rent	38,993	37,905	40,235	45,488	46,604	209,226	454,859	414,357	347,303
Terminal Rent	3,153	3,153	3,153	3,153	3,152	15,764	36,596	37,790	34,650
Ground Lease	186	244	244	244	302	1,219	2,868	1,700	937
Through Fence Revenues	-	-	-	-	-	-	18,530	18,530	18,530
Fuel Flowage Fees	5,929	5,181	6,811	6,456	7,110	31,487	66,528	65,863	53,202
Miscellaneous	-	-	-	-	-	-	1,345	-	-
Insurance Recoveries	-	-	-	-	-	-	1,676,793	-	39,290
Total Revenue	\$ 48,261	\$ 46,483	\$ 50,443	\$ 57,860	\$ 57,169	\$ 260,215	\$ 3,542,241	\$ 962,479	\$ 1,164,755
Expenditures									
Regular Salaries	\$ 7,553	\$ 8,862	\$ 8,862	\$ 8,862	\$ 8,862	\$ 43,003	\$ 77,295	\$ 76,353	\$ 64,593
Overtime	1,139	1,579	155	357	171	3,401	6,153	3,200	676
Bonuses	-	-	-	300	-	300	400	38	113
Sick Leave Bonuses	-	-	-	-	-	-	914	906	-
Incentive Pay	27	75	75	75	75	327	554	75	-
FICA/Medicare	645	744	635	673	636	3,333	6,245	5,960	4,818
Insurance	594	1,662	1,662	1,662	1,662	7,243	7,863	6,319	5,890
Pensions	531	626	626	626	626	3,033	4,641	4,367	3,876
Workers' Compensation	104	125	113	115	113	570	1,307	1,222	1,074
Uniforms	35	48	36	36	53	208	1,187	1,676	204
Engineering	8,970	-	32,765	37,041	50,740	129,517	34,882	48,817	36,505
Other Professional Services	-	-	-	453	-	453	-	47,104	8,918
Control Tower Operations	-	-	-	-	-	-	34,833	139,921	31,425
Water & Sewer	270	275	318	318	359	1,540	3,482	2,959	1,714
Maintenance Bldg. & Grounds	13,655	4,209	8,715	177,020	57,272	260,870	128,663	58,521	103,616
Hail Damage Repairs	-	-	-	-	400,179	-	-	-	-
Vehicle Maintenance	-	262	844	1,454	212	2,773	1,533	5,911	1,156
Equipment Maintenance	-	-	-	288	770	1,058	12,295	6,041	9,618
Office Supplies & Postage	-	16	13	-	-	29	175	652	-
Natural Gas	1,702	2,488	1,836	719	354	7,099	7,799	11,142	6,249
Electricity	2,857	134	3,484	3,410	6,824	16,710	32,980	39,843	30,295
Gasoline	-	609	248	401	478	1,735	5,240	4,994	8,752
Insurance/Property	-	-	-	-	-	-	45,498	34,989	31,426
Communications	-	-	-	-	-	-	-	2,446	6,023
Travel & Training	-	375	1,340	1,492	-	3,207	2,523	-	332
Miscellaneous	170	170	170	170	170	849	2,120	6,447	4,515
Property Taxes	-	-	-	-	-	-	28,240	26,180	21,001
Taxiway Improvements	-	-	-	-	-	-	-	15,525	659,896
ASG East Hangar Construction	-	-	-	-	-	-	-	-	496,695
Powell Hangar AP2301	-	-	-	-	-	-	735,774	-	-
Tower Rehab	-	-	-	52,250	76,552	128,802	275,375	-	-
Hangers	-	-	-	-	-	-	-	582,793	-
ASG Runway	-	-	-	-	-	-	-	26,500	-
Runway Rehab AP2501	-	48,892	-	-	-	48,892	1,006,047	-	-
Equipment	-	-	-	-	-	-	17,685	1,483	6,166
Total Expenditures	\$ 38,250	\$ 71,151	\$ 61,898	\$ 287,724	\$ 606,109	\$ 664,952	\$ 2,481,705	\$ 1,162,382	\$ 1,545,544
Excess Receipts Over (Under) Expenditures	\$ 10,010	\$ (24,668)	\$ (11,455)	\$ (229,863)	\$ (548,940)	* \$ (404,738)	\$ 1,060,536	* \$ (199,903)	\$ (380,789)